

Views of Tenant Farmers and Agricultural Landlords on Aspects of the Agricultural Tenancy System

VIEWS OF TENANT FARMERS AND AGRICULTURAL LANDLORDS ON ASPECTS OF THE AGRICULTURAL TENANCY SYSTEM

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EXECUTIVE SUMMARY

Introduction and Methodology

A Ministerial-led review of Agricultural Holdings legislation is being carried out by the Agricultural Holdings Legislation Review Group. As part of this review, the Scottish Government commissioned Ipsos MORI to conduct surveys of tenant farmers and agricultural landlords in Scotland, to complement three previous surveys of tenant farmers, agricultural landlords and owner-occupier farmers.

The surveys reported here cover specific aspects of the tenant-landlord relationship:

- The size, nature, and length of tenure of leases rented-in and rented-out
- Experience of any change in land tenure since 2000
- The presence of written records for leases
- Perceptions of the relationship between tenant farmers and landlords and between tenant farmers and landlords' representatives
- The types of fixed equipment covered by the lease
- Types of diversification present on tenanted farms
- Experience of disputes between landlords and tenants
- Experience of the waygo process.

A total of 1,002 tenant farmers were surveyed by telephone (with quotas set for region and farm type). The entire sample of 5,581 was called at least once, with 18% taking part in the survey¹. There were 821 postal returns from agricultural landlords (34% response rate).

Leases held

Eighty per cent of tenant farmers reported that they rent-in one lease of at least one year. Just over half (54%) of farmers' main lease covers an area of less than 80 hectares. More than two-thirds (69%) of landlords' main tenant lease covers an area of less than 80 hectares.

Tenant farmers are most likely to rent-in a lease for a whole farm rather than land only or land with limited fixed equipment. Landlords were most likely to rent-out land with limited fixed equipment. Both tenant farmers and landlords reported that the Secure 1991 Act tenancy was the most widely-used type of tenancy arrangement.

Tenant Farmers and Landlords

Similar to earlier surveys of both audiences, both tenant farmers and landlords were each generally positive about their relationship with the other and about specific aspects of this relationship. Tenant farmers were also positive about their relationship with their landlord's representatives in cases where such a person exists.

¹ This does not equate to a response rate as a quota sample design was employed.

Rent Review

While there was broad agreement between both audiences in terms of when the most recent rent review had been carried out on the tenancy, different pictures emerged in terms of the frequency with which rent reviews occurred. Rents were broadly similar: the median annual rent per acre reported by tenant farmers was £43, while the median annual rent per acre reported by landlords was £38.

Fixed Equipment

Similar proportions of tenant farmers and landlords mentioned that where fixed equipment was included in a lease, the fixed equipment included agricultural buildings (95% and 99% of main leases respectively), farmhouses (83% and 86%), and tenants' improvements (78% and 75%).

However, there were differences in their perception of the fitness for purpose of, and level of investment in, fixed equipment. Landlords were more likely to perceive fixed equipment included in the lease as being fit for purpose (91%) than were tenant farmers (59%). Similarly, landlords were more than twice as likely to consider their investment in fixed equipment as 'satisfactory' or 'more than satisfactory' when compared to tenants' perceptions of their landlord's investment in fixed equipment.

Diversification

Thirty per cent of tenant farmers and 46% of landlords have some kind of diversification activity on their farm business. It was most common for tenant farmers (17%) and landlords (24%) to report having wayleave arrangements on the land they lease.

The majority of tenant farmers and landlords who reported that there was diversification on the tenancy reported that they had not received a Scotland Rural Development Programme or capital grant to fund the activity. The majority of tenant farmers reported that they had sole-funded any diversification on their tenanted farm.

Disputes and Waygo

Only a minority of tenant farmers and landlords had experienced a major dispute with their landlord/tenant. Disputes were most likely to be related to rent review, fixed equipment and other business interests. Tenant farmers who had diversified their business were more likely to have had experience of a dispute than those who had not diversified. Those agricultural tenants and landlords who had had a dispute were most likely to resolve it either by talking to each other directly or by seeking advice from a professional who could help.

Only small numbers of tenant farmers and landlords had experienced waygo on a previous tenancy. Of those who had gone through the process, overall, both tenant farmers and landlords said that the process was easy and that they were satisfied with the outcome.

1 INTRODUCTION

Background

- 1.1 Tenant farming accounts for more than one-third of all farmed land in Scotland², representing an important part of Scottish agriculture, with tenancies often providing a means of entry into farming. The continued decline in agricultural tenancies, alongside ongoing debate over the future of agricultural policy and regulation, has necessitated the need for better information on the tenant farming sector in Scotland to support policy and regulatory development.
- 1.2 The Scottish Government commissioned Ipsos MORI to carry out a telephone survey of tenant farmers and a complementary postal survey of agricultural landlords in Scotland. The aim of the research was to measure in detail specific aspects of the tenant-landlord relationship in the Scottish agricultural tenancy sector.
- 1.3 The survey primarily considered issues surrounding the functioning of tenancies of more than 1 year: the number and nature of tenancies rented-in/rented-out; the rent review process; fixed equipment; diversification; dispute resolution; and waygo.
- 1.4 The research will support the work of the Scottish Government Agricultural Holdings Legislation Review Group (AHLRG), and complements a number of surveys which have already been conducted: surveys of tenant farmers, agricultural landlords, and rural landowners who do not currently rent-out land. These previous surveys examined: the current level, nature and types of agricultural land tenure in Scotland; changes in land tenure since 2000; plans for the future of agricultural businesses; and views on the Absolute Right To Buy (ARTB).

Methodology

- 1.5 A telephone survey of a representative sample of tenant farmers and a complementary postal survey of agricultural landlords were conducted³, with questionnaires designed to allow for the same issues to be investigated from the perspective of each audience.
- 1.6 Telephone fieldwork took place between 21st July and 7th August 2014. A total of 1,002 interviews were completed using Computer Assisted Telephone Interviewing (CATI). The sample was drawn from holdings in the Agricultural Census who reported renting-in land on a lease of one year or more, with quotas set in order to reflect the distribution of tenant farmers by regional location and farm type. Tenant farmers who only let land on a seasonal basis were not sampled, therefore all tenant farmers referred to in this report hold at least one lease of more than one year. A total of 5,581 tenant farms were called, giving a response rate of 18%. The questionnaire is provided in Annex 1.

² This includes seasonal letting of land.

³ Telephone numbers were not available for landlords, meaning a postal method had to be used for this survey.

- 1.7 Results of the survey of tenants farmers were weighted by regional location and type of farm according to the Agricultural Census.
- 1.8 Table 1.1 shows the unweighted and weighted number of tenant farmers by broad geographical area.

Table 1.1: Tenant farmers by region in Scotland

	North East	North West	South East	South West
Unweighted total	203	267	247	285
Unweighted percentage	20%	27%	25%	28%
Weighted total	190	294	224	294
Weighted percentage	19%	29%	22%	29%

- 1.9 Table 1.2 shows the spread of respondents by the type of farming that takes place on their agricultural tenancy.

Table 1.2: Tenant farmers by type of farm

	Arable	Livestock (LFA cattle and sheep) over 80 hectares	Livestock (LFA cattle and sheep) under 80 hectares	Mixed	Non-LFA cattle and sheep	Other
Unweighted total	123	230	221	120	101	207
Unweighted percentage	12%	23%	22%	11%	10%	24%
Weighted total	120	210	220	110	100	240
Weighted percentage	12%	21%	22%	11%	10%	24%

- 1.10 A self-completion survey was sent by post to 2,400 landowners who rent-out agricultural land in Scotland. No full and accurate information is available on the population of agricultural landlords. Contact details were obtained from two sources: Single Application Form returns that identified farm business who seasonally let out land; and registrations for pre-emptive right to buy for a Secure 1991 Act tenancy. Hence, part of the sample for the survey of landlords was based on those who rent-out on a seasonal basis. The other part of the sample specifically targeted a sub-set of landowners with Secure tenancies.
- 1.11 Fieldwork took place between 9 July and 8 September 2014. Those who had not completed the survey were sent a postal reminder one month before the end of the fieldwork period, with another reminder sent out two weeks before fieldwork ended. The questionnaire is provided in Annex 2.
- 1.12 A total of 821 surveys were completed, giving an overall response rate of 34%. However, of these returns, only 299 landlords reported that they rent-out land on

at least one lease of more than one year. A total of 151 questionnaires were returned as undeliverable or considered out of scope for some other reason such as the land was no longer being rented or the land had been sold.

- 1.13 It should be noted that, despite the return of 821 completed questionnaires, only between 83 and 380 valid responses were given for the majority of questions in the survey. There are two reasons for this. First, more than half of the returns reported that the landlord did not rent out any land on a lease of more than one year. One of the two elements making up the sampling frame for the landlord survey was businesses who reported renting-out land for less than one year through seasonal lets; this differs from the tenant farmer sampling frame which did not include any seasonal-only renters. Secondly, there was also some item non-response. This was because respondents answered only the questions they felt were relevant and/or of importance to themselves or because they did not know the specific details of their tenancy. The bases and percentages shown in the report exclude not stated/invalid responses. Occasions where 'not stated' responses were included have been footnoted in the report.
- 1.14 Readers should note that from Chapter 3 onwards when referring to landlord responses this will only include responses from those 299 landlords who reported having a lease or leases of more than one year.**
- 1.15 As no full and accurate information is available on the population of agricultural landlords it is not possible to apply weighting to the results of this survey in order to proportionally reflect the actual profile of the Scottish agricultural landlords' population. There is, for example, no way of allocating a location or type to recipients. Similarly, it is difficult to estimate how much the survey has been affected by non-response bias.
- 1.16 The survey findings represent the views and information given by those tenant farmers and landlords who replied, and not the entire population, so they are subject to sampling tolerances, meaning that not all differences will be statistically significant. Throughout the report, differences between sub-groups are commented upon only where these are statistically significant, i.e. where we can be 95% certain that they have not occurred by chance. Results, particularly in the survey of landlords, may also be affected by non-response bias⁴.
- 1.17 Where respondents have left a question blank, these have been excluded from the base. Where percentages do not sum to 100%, this may be due to rounding, the exclusion of 'don't know' categories in some analyses, or where multiple answers were allowed. Throughout the report, an asterisk (*) denotes any value of less than half a per cent. For questions where the number of respondents is less than 50, the number of times a response has been selected rather than the percentage is given, and an asterisk denotes a value of less than five responses.

⁴ Non-response bias is less likely to affect the survey of tenant farmers as, for this survey, quotas were set to help ensure that the achieved sample was representative of the population.

Differences in responses between tenant farmers and landlords

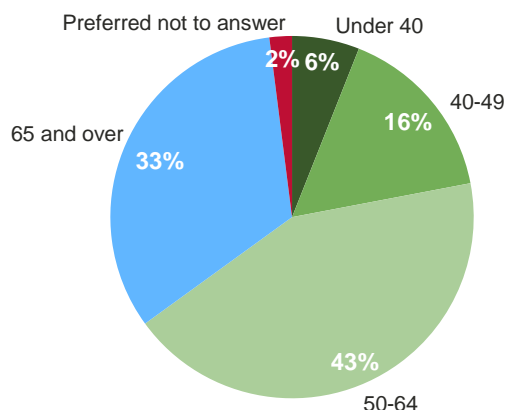
- 1.18 It should firstly be noted that there was no linkage made between agricultural tenants and their landlords. So where in this report a contrast is made between the views of the two groups on a particular subject, we are not able to say that this is due to the two groups judging the same case differently. Rather, they are simply referring to different sets of tenancies.
- 1.19 Secondly, for several of the questions, respondents were asked to give answers relating to their largest lease. Assuming a structure where a landlord has many tenancies, the largest tenancy might very well be quite different in nature from the other tenancies. This would then result in justifiably different findings in the two surveys.

Profile of responding tenant farmers and agricultural landlords

- 1.20 One-third (33%) of tenant farmers who participated were in the 65 and over age group; 43% of tenant farmers were 50-64. Only 6% were under the age of 40 (Figure 1.1).

Figure 1.1: Tenant farmers age profile

Q. What age are you?



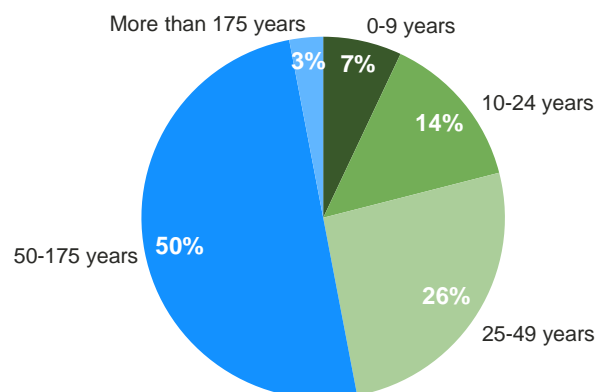
Base: All tenant farmers (1,002)

Source: Ipsos MORI

- 1.21 Half (50%) of tenant farmers reported that their family had farmed their main tenancy for 50-175 years, with a quarter having done so for 25-49 years and 14% for 10-24 years (Figure 1.2).

Figure 1.2: Tenant farmers' length of tenure on longest tenancy

Q. How long have you or your family farmed on your main tenancy?



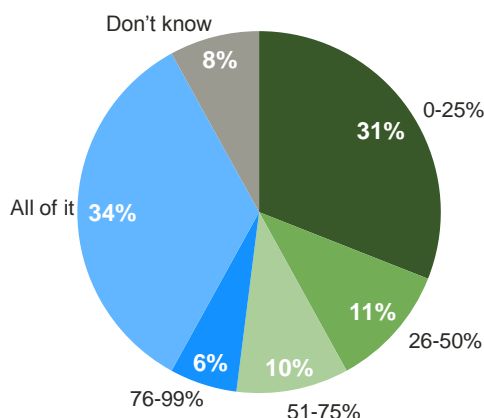
Base: All tenant farmers (1,002)

Source: Ipsos MORI

- 1.22 One-third (34%) of tenant farmers reported that all of their business is rented-in under a Secure 1991 Act tenancy with a further 16% reporting that more than half of their business is rented in under a Secure 1991 Act tenancy. Just under one-third (31%) reported that less than one-quarter of their business is under a Secure 1991 Act tenancy (Figure 1.3).

Figure 1.3: Proportion of tenant farmers' businesses rented-in under Secure 1991 Act tenancy⁵

Q. What proportion of your business is rented-in under a Secure 1991 Act tenancy?



Base: All tenant farmers (1,002)

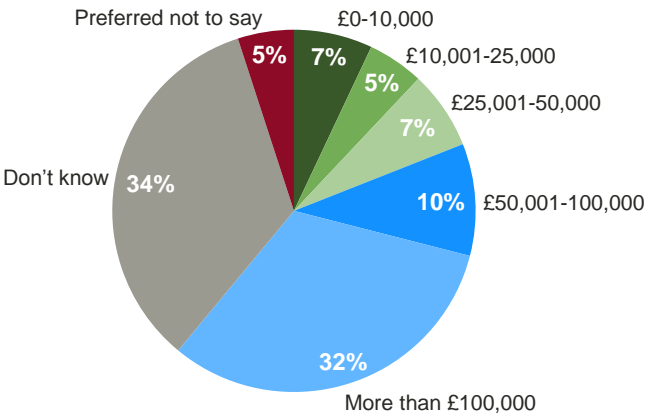
Source: Ipsos MORI

- 1.23 One-third (32%) of tenant farmers said that their total turnover in 2013 was more than £100,000, while a further 10% reported that their turnover was between £50-100,000 and 19% below £50,000. Around a third of tenant farmers said that they did not know their turnover for the previous year (Figure 1.4).

⁵ From the survey of tenant farmers conducted by Ipsos MORI earlier in 2014, the proportion of tenant farmers' businesses rented in under a 1991 Secure Act tenancy were: 0-25% : 30%; 26-50%: 10%; 51-75%: 8%; 76-99%: 10%; All of it: 31%; Don't know: 10%.

Figure 1.4: Tenant farmers' turnover in 2013

Q. What was your total turnover last year?



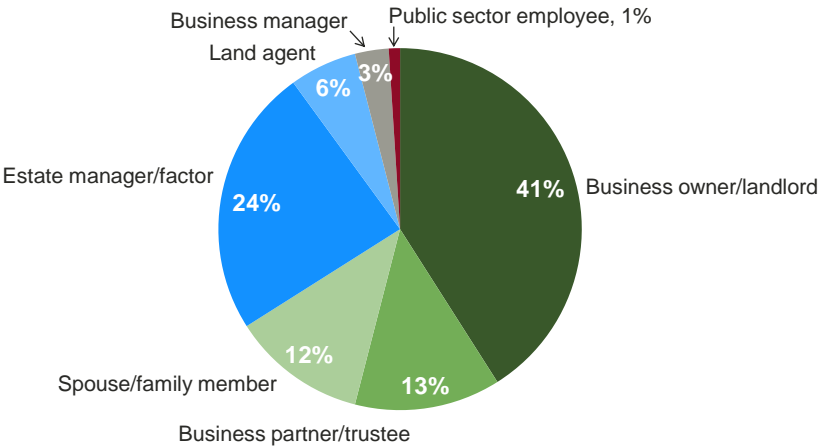
Base: All tenant farmers (1,002)

Source: Ipsos MORI

1.24 Among landlords, the survey was completed by the business owner or landlord in 41% of responses, while 13% of respondents were a business partner or trustee, 12% a spouse or family member, with a quarter (24%) of responses by estate managers or factors (Figure 1.5).

Figure 1.5: Landlords survey respondent profile

Q. Which of these best describes the person completing the survey?



Base: All landlords who gave an answer (383)

Source: Ipsos MORI

2 LEASES HELD

Summary

1. Eighty per cent of tenant farmers reported that they have only one lease of at least one year.
2. Landlords tended to rent out more than one lease of at least one year, with 60% having two or more.
3. Just over half (54%) of tenant farmers' main leases cover an area of less than 80 hectares, while for more than two-thirds (69%) of landlords the main tenant lease is for an area of less than 80 hectares (198 acres).
4. Tenant farmers are most likely to rent-in a whole farm, rather than land only or land with limited fixed equipment. Similarly, landlords were most likely to rent-out a whole farm.
5. Both tenant farmers and landlords reported that Secure 1991 Act tenancies were the most widely-used type of tenancy arrangement.

- 2.1 This section of the report looks in detail at the number and nature of leases rented-in by tenant farmers and rented-out by landlords, as well as the area covered by leases, the types of tenancy arrangements employed and use of other types of tenure, and whether there are any written records which relate to the lease.

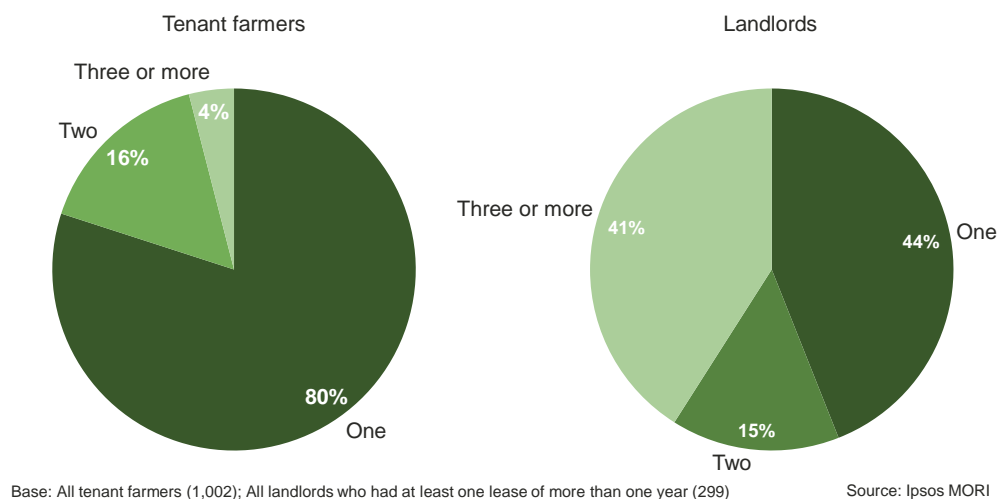
Basic information on leases held

- 2.2 Not including seasonal lets, crofting or other arrangements, 80% of tenant farmers have one lease of more than one year, 16% have two, and 4% have three or more such leases (Figure 2.1). Of those landlords who reported that they have a lease of more than one year (299), 44% have one lease, 15% have two, and 41% have three or more leases.

Figure 2.1: Number of leases for more than one year

Tenant farmers Q. Not including seasonal lets, crofts or crofting, or other types of informal arrangement, how many leases of more than one year does your farm business have?

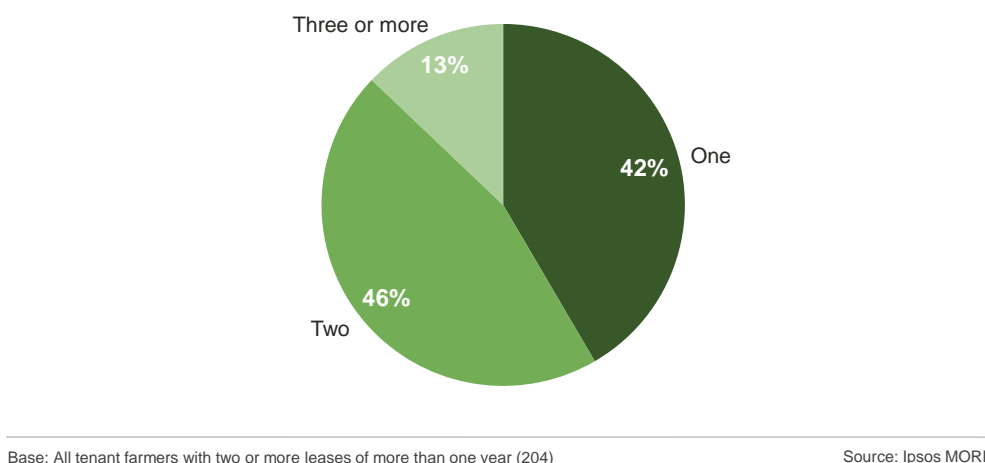
Landlords Q. Not including seasonal lets or other types of informal arrangement, how many leases of more than one year does your farm business have?



- 2.3 Tenant farmers who had more than one lease (20% of respondents) were asked how many landlords they have for these leases. Forty-two per cent reported having one landlord, and 46% said that they have two. Thirteen per cent had three or more landlords for leases of one year or more (Figure 2.2). In total, 88% of tenant farmers only dealt with one landlord.

Figure 2.2: Number of landlords for tenant farmers with multiple leases

Q. Overall, how many different landlords do you have for your leases?

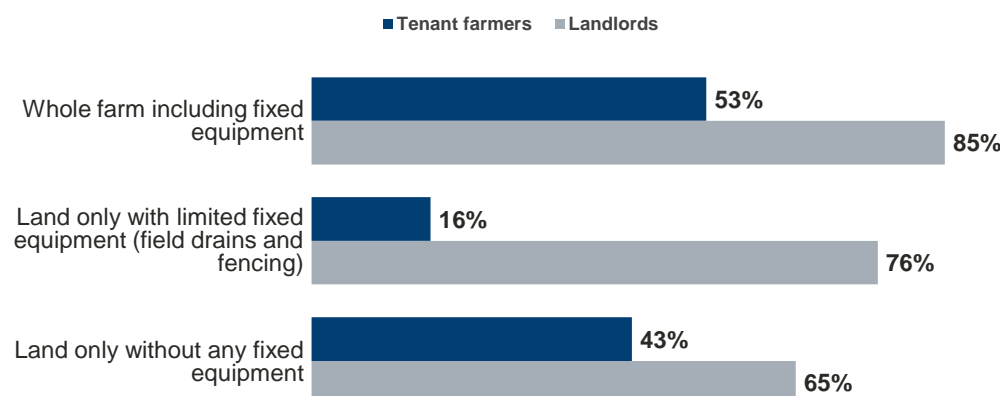


- 2.4 When asked to give more detail about the nature of leases held, 16% of tenant farmers had a lease for land only without any fixed equipment, 43% had a lease for land only and limited fixed equipment (such as fences and drainage), and 53% had a lease for a whole farm including fixed equipment (Figure 2.3). In contrast, among those landlords who gave an answer (namely those renting out with a lease of more than 1 year) 65% held a lease for land only without any fixed

equipment, 76% had a lease for land only and limited fixed equipment, and 85% had a lease for a whole farm.

Figure 2.3: Types of leases held

Q. Which of the following type(s) of lease do you have?



Base: All tenant farmers (1,002); All landlords who gave an answer (205; 131; 139)

Source: Ipsos MORI

Seasonal lets

- 2.5 Forty per cent of tenant farmers in the sample rent-in land as a seasonal let⁶, while 60% do not. Those whose main lease is a Limited Duration Tenancy (LTD) or a Short Limited Duration Tenancy (SLDT) (50%) were more likely to do this than those whose main lease is a Secure 1991 Act tenancy (40%) or another type of arrangement (31%). In addition, those tenant farmers with a livestock farm larger than 80 hectares (51%) and those with a mixed farm (47%) were more likely to rent-in land through a seasonal let than those with an arable (33%) or 'other' farm (28%).
- 2.6 One-fifth (18%) of tenant farmers rent-out land as a seasonal let, while 82% do not do this. Tenant farmers on 'other' (38%) and arable farms (32%) were more likely to rent-out seasonal lets than farms that are mixed (12%), non-LFA cattle and sheep (10%), and livestock farms larger (7%) and smaller than 80 hectares (7%).
- 2.7 Seventy per cent of landlords⁷ who rent-out on at least one lease of more than one year and who answered the question reported that they also rent-out land as a seasonal let, while 30% reported that they do not rent-out seasonal lets⁸. Of these, 72% of landlords whose largest lease is a Secure 1991 Act tenancy (127 respondents) said that they rent-out land using seasonal lets.
- 2.8 Sixty per cent of those landlords who rent-out at least one lease of more than one year and who answered this question said that they own and farm land in-hand,

⁶ This compares to 31% who rented in land as a seasonal let in the first survey of tenant farmers which was based on a postal survey of all tenant farmers.

<http://www.scotland.gov.uk/Resource/0045/00454514.pdf>

⁷ The sample for the survey of agricultural landlords included businesses who reported renting-out on a seasonal basis.

⁸ This compares to 63% in the first survey of agricultural landlords which used the same sample base.

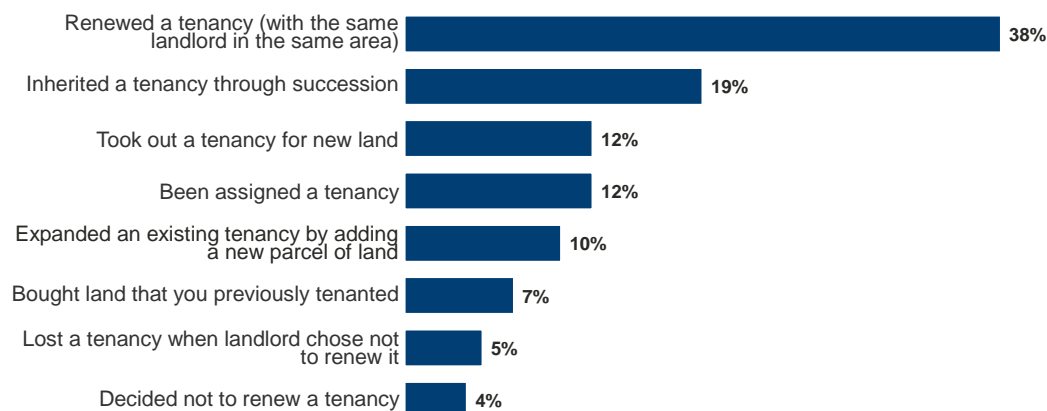
including contract farming. The remaining 40% of landlords said that they did not do this.

Change in tenure since 2000

- 2.9 In order to understand the extent of changes in tenure in recent years, respondents to both surveys were asked if they had experienced any of a number of changes in tenure arrangements since 2000.
- 2.10 Questions asked about tenure change cannot be directly linked to different types of tenure held. Tenant farmers and landlords may hold more than one tenancy, and may have experienced more than one type of tenure change since 2000, it is therefore only possible to summarise broad patterns of change.
- 2.11 Among tenant farmers, 38% said that they had renewed a tenancy with the same landlord and same area since 2000, while 19% had inherited a tenancy through succession. Twelve per cent had taken out a tenancy for new land, and a similar proportion had been assigned a tenancy (12%) or expanded an existing tenancy by adding a parcel of new land (10%) (Figure 2.4).
- 2.12 Overall, 5% had lost a tenancy when a landlord chose not to renew it and 4% had decided not to renew a tenancy.

Figure 2.4: Tenant farmers' experience of tenure change since 2000

Q. Since 2000, have you experienced any of the following?



Base: All tenant farmers (1,002)

Source: Ipsos MORI

- 2.13 It is possible to analyse responses to these questions in relation to the type of lease held by tenant farmers for the main holding. As SLDTs and LDTs were introduced in new legislation in 2003, any tenant farmer with a SLDT or LDT has experienced a tenure change since 2000. Over and above this, tenant farmers with an LDT or SLDT as their main lease were more likely to have:
- Renewed a tenancy (68% with an LDT/SLDT, compared with 30% of those with a Secure 1991 Act tenancy and 34% of those with other arrangements),
 - Taken out a tenancy for new land (29% compared with 9% and 7% respectively)

- Expanded an existing tenancy by adding a new parcel of land (19% compared with 7% and 8% respectively)
- Decided not to renew a tenancy (6% compared with 3% of those with a Secure 1991 Act tenancy).

2.14 In contrast, tenant farmers whose main tenancy was a Secure 1991 Act tenancy were most likely to have inherited a tenancy through succession (24% compared with 9% of those whose main lease is an LDT/SLDT and 8% of those with other types of arrangement).

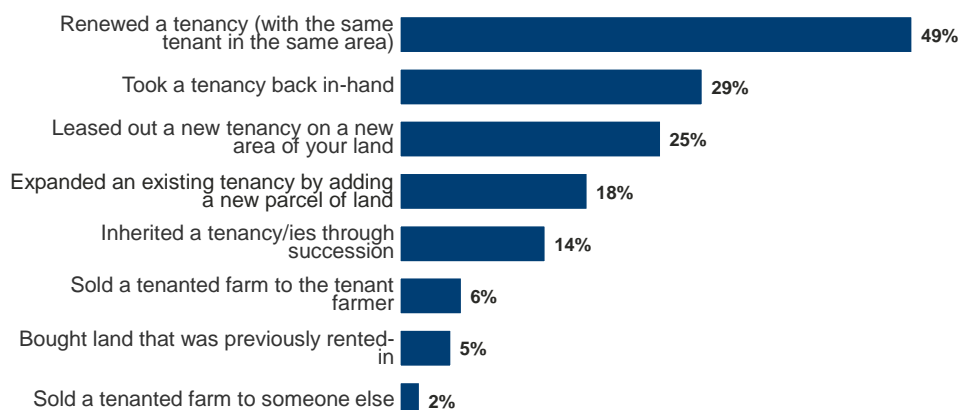
2.15 Among all tenant farmers who have renewed a tenancy since 2000 (38% of respondents), 46% have a Secure 1991 Act tenancy as their main lease and 33% have a LDT/SLDT tenancy. In contrast, tenant farmers who have not renewed a tenancy since 2000 are more likely to have a Secure 1991 Act tenancy (67%) and less likely to have a LDT/SLDT tenancy (9%) as their main lease. Similarly:

- Those who have inherited a tenancy since 2000 are more likely to have a Secure 1991 Act tenancy for their main lease than those who have not inherited a tenancy (77% compared with 55%)
- Those who have taken out a tenancy for new land since 2000 are more likely to have a LDT/SLDT lease for their main tenancy than those who have not (43% compared with 15%). Additionally, they are less likely to have a Secure 1991 Act for their main tenancy (44% compared with 61%)
- Tenant farmers who have been assigned a tenancy since 2000 are more likely to have a Secure 1991 Act tenancy for their main lease than those who have not (67% compared with 58%)
- Those who have expanded an existing tenancy by adding a new parcel of land since 2000 are more likely to have an LDT/SLDT tenancy for their main lease than those who have not (37% compared with 16%) and less likely to have a Secure 1991 tenancy for their main lease (44% compared with 61%).

2.16 Among landlords who rent-out land on leases for more than one year (299 returned forms), around half (49%) who completed the questions on tenure change since 2000 had renewed a tenancy in the same area with the same tenant, while 46% had not experienced this (Figure 2.5). For each of the other types of tenure change, only minorities of landlords had experienced each: 29% had taken a tenancy back in-hand; 25% had leased out a new tenancy on a new area of their land; and 18% had expanded an existing tenancy by adding a new parcel of land.

Figure 2.5: Landlords' experience of types of tenure change since 2000

Q. Since 2000, have you experienced any of the following?



Base: All landlords who gave an answer (329; 289; 295; 290; 286; 283; 281; 278)

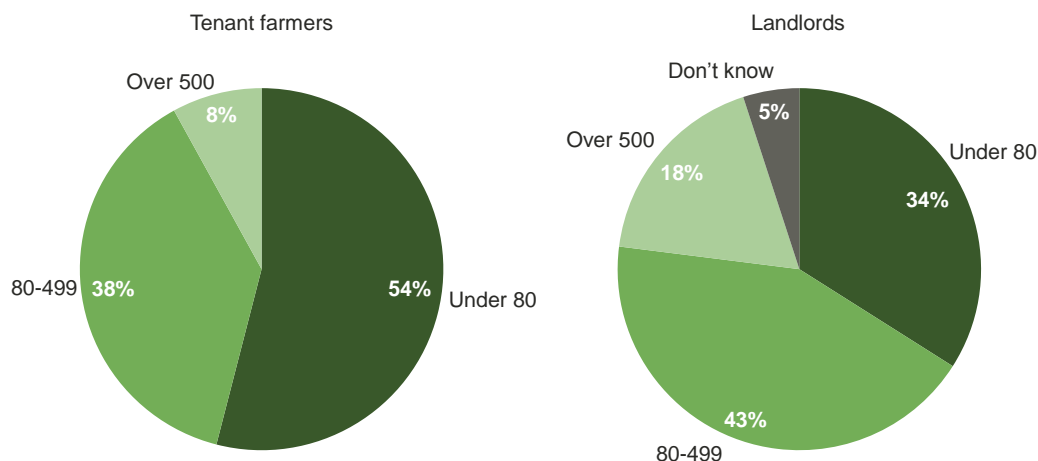
Source: Ipsos MORI

Area of land let

- 2.17 Both types of respondents were asked about the area of land that they rent-in or rent-out. More than half of tenant farmers (54%) rent-in an area of less than 80 hectares on their main lease, while 38% rent-in between 80 and 499 hectares, and 8% rent-in between 500 and 5,000 hectares (Figure 2.6). Tenant farmers with small livestock farms (35%), non-LFA sheep and cattle (63%), 'other' (61%), and mixed farms (53%) were more likely than those on arable farms (39%) to have a main lease of less than 80 hectares.
- 2.18 One-third (31%) of landlords who rent-out on leases of more than one year and who answered the question said that the largest lease that they rent-out is less than 80 hectares, while a further 43% have a largest lease of between 80 and 499 hectares, while 18% rent-out a largest lease of 500 hectares or more (Figure 2.6). Those whose main lease was an SLDT (57%) were more likely to have an area of under 80 hectares on this lease than those with an LDT (30%) or Secure 1991 Act tenancy (22%) whose leases were larger.

Figure 2.6: Area of main/only lease

Q. How many hectares does the (largest) lease cover?



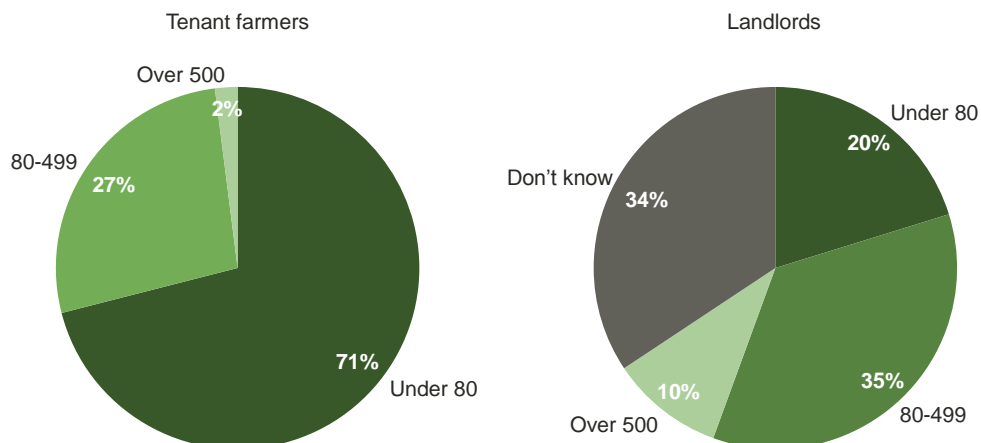
Base: All tenant farmers (1,002); All landlords who gave an answer (293)

Source: Ipsos MORI

2.19 Among tenant farmers who have more than one lease, 71% rented in an area of less than 80 hectares on their second largest lease, while a quarter (27%) rented-in 80-499 hectares. In contrast, 20% of second-largest leases rented-out by landlords were under 80 hectares, while more than one-third of second leases were 80-499 hectares (35%), and 10% over 500 hectares. One-third (34%) of landlords did not provide an answer on the area of their second-largest lease (Figure 2.7).

Figure 2.7: Area rented-out on main and second-largest leases

Q. How many hectares does the second lease cover?



Base: All tenant farmers with more than one lease (204); Landlords with two or more leases of more than one year who gave an answer (235)

Source: Ipsos MORI

2.20 Table 2.1 shows the area of Secure 1991 Act tenancies rented-in by tenant farmers and rented-out by landlords. It shows that there is a difference⁹ in the

⁹ From the table it appears that the tenant farmer survey has picked up more farmers with smaller Secure 1991 leases while the survey of landlords has picked up more landlords with larger Secure 1991 leases.

pattern of response between tenant farmers and landlords whose main or second leases are covered by a Secure 1991 Act tenancy.

Table 2.1: Area of Secure 1991 Act tenancies rented-in by tenant farmers and rented-out by landlords

Q. How many hectares does the (largest) lease/second lease cover?				
Area (hectares)	Tenant farmers		Landlords	
	Largest/only lease	Second largest lease	Largest/only lease	Second largest lease
	%	%	%	%
Up to 20	37	48	5	5
20-50	30	34	9	8
50-100	18	13	14	16
100-200	7	2	21	32
200-500	4	2	24	19
500-1,000	3	0	8	13
1,000 or more	1	0	20	7
<i>Base</i>	592	86	133	98

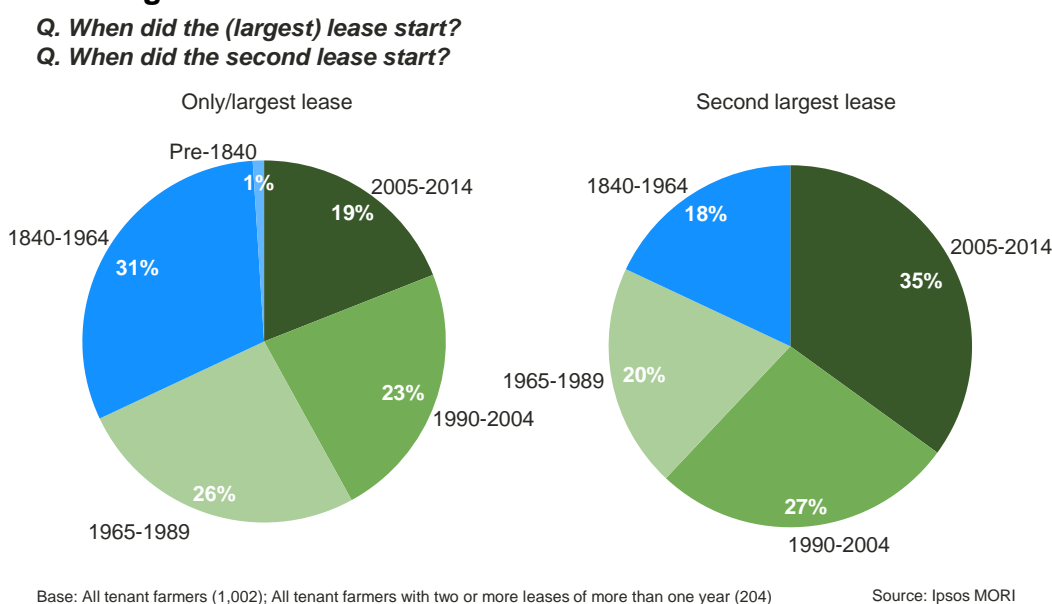
- 2.21 Tenant farmers whose main lease is covered by a Secure 1991 Act tenancy were most likely to report that this lease is up to 20 hectares in area (37%), between 20 and 50 hectares (30%), or between 50 and 100 hectares (18%).
- 2.22 There is a similar pattern among tenant farmers whose second-largest lease is a Secure 1991 Act tenancy: with half (48%) reporting that this lease covers an area of up to 20 hectares; one-third (34%) reporting that it is between 20 and 50 hectares; and 13% stating that the lease is between 50 and 100 hectares.
- 2.23 In contrast, landlords whose largest lease is a Secure 1991 Act tenancy were most likely to report that this lease covers an area of more than 1,000 hectares (20%), between 200 and 500 hectares (24%), between 100 and 200 hectares (21%), or between 50 and 100 hectares (14%).
- 2.24 A broadly similar pattern was found among landlords' second largest leases covered by a Secure 1991 Act tenancy: 13% stated that such a second lease covered an area of between 500 and 1,000 hectares; 19% were for an area of between 200 and 500 hectares; one-third were between 100 and 200 hectares; and 16% of second leases covered by a Secure 1991 Act tenancy were over an area of 50-100 hectares.

Length of tenure

- 2.25 One-fifth (19%) of tenant farmers have a main lease which began in 2005-2014, with a quarter (23%) having one beginning in 1990-2004, a further quarter (26%) beginning in 1965-1989, and a third (32%) pre-1964 (Figure 2.8).
- 2.26 There was a slightly different pattern in the tenure of second leases with second leases tending to be more recent. More than one-third (35%) of tenant farmers had a second largest lease starting in 2005-2014, and a further 27% of tenant farmers had a second largest lease starting in 1990-2004. However, some second

leases had been held for a substantial time with one-fifth (20%) reporting that their second lease began between 1965 and 1989, and 18% starting before 1964.

Figure 2.8: Length of tenure on rented-in land



2.27 There were marked differences in length of tenure by tenant farmers' main lease type. Those with a Secure 1991 Act tenancy were most likely to have started their lease in 1840-1964 (45%) or 1965-1989 (32%), while those with an LDT/SLDT were most likely to have started their main tenancy since 2005 (64%), and respondents with other types of tenancy arrangement were most likely to have started their main lease in 1990-2004 (44%) (Table 2.2). Given that LDTs and SLDTs were first introduced in 2003 legislation, some tenant farmers who have an LDT/SLDT have answered with respect to the start of their tenure on the land rather than the start of their current lease. As a result, the reporting of LDTs/SLDTs starting in the period 1840-2004 is likely to be as a result of some tenant farmers misinterpreting the question.

Table 2.2: Tenant farmers' view on the length of tenure by type of tenancy

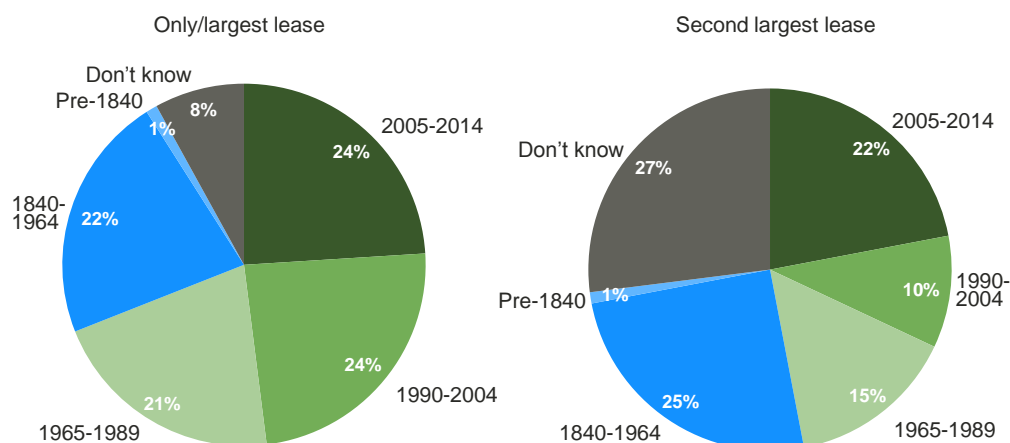
Q. When did your (main) lease start?			
	Secure 1991 Act tenancy	LDT/SLDT	Other types
	%	%	%
2005-2014	7	64	10
1990-2004	16	29	44
1965-1989	32	6	30
1840-1964	45	2	14
Pre 1840	1	0	2
<i>Base</i>	<i>593</i>	<i>187</i>	<i>131</i>

2.28 A similar overall pattern of tenure was found in the survey of landlords. A quarter (24%) of main leases rented-out began since 2005, with a quarter (24%) starting from 1990-2004, 21% from 1965-1989, and a quarter (23%) pre-1965 (Figure 2.9).

Figure 2.9: Length of tenure on rented-out land

Q. When did the (largest) lease start?

Q. When did the second lease start?



Base: All landlords who gave an answer (287); All landlords with two or more leases of more than one year who gave an answer (204)

Source: Ipsos MORI

2.29 Twenty-two per cent of second leases rented-out began in 2005-2014, with 10% in 1990-2004, 15% in 1965-1989, and a quarter (26%) pre-1965. A quarter of landlords (27%) were unable to provide information for the start of their second lease.

Lease types

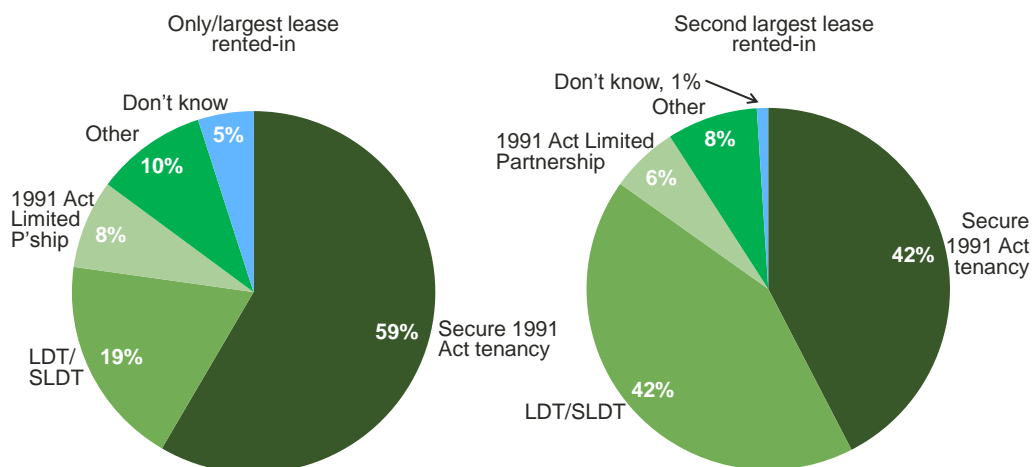
2.30 Among tenant farmers, the lease type of the majority (59%) of only/largest leases was a Secure 1991 Act tenancy¹⁰, while one in ten had an SLDT (11%), LDT (8%) or a 1991 Act Limited Partnership (8%). Two-fifths (42%) of second largest leases were Secure 1991 Act tenancies, while over a quarter (28%) were reported to be SLDTs and 14% LDTs (Figure 2.10).

¹⁰ Tenancy statistics from the Scottish agricultural annual census suggest that around 80 per cent of holdings with tenancies (excluding crofts) have at least one Secure 1991 Act tenancy <http://www.scotland.gov.uk/Topics/Statistics/Browse/Agriculture-Fisheries/agtenancy>. Note the findings in this report are based on farm businesses not holdings and only refer to the main lease and second lease.

Figure 2.10: Type of tenancy of leases rented-in by tenant farmers

Q. What type of lease is the(largest) lease?

Q. What type of lease is the second lease?



Base: All tenant farmers (1,002); All tenant farmers with two or more leases of more than one year (204)

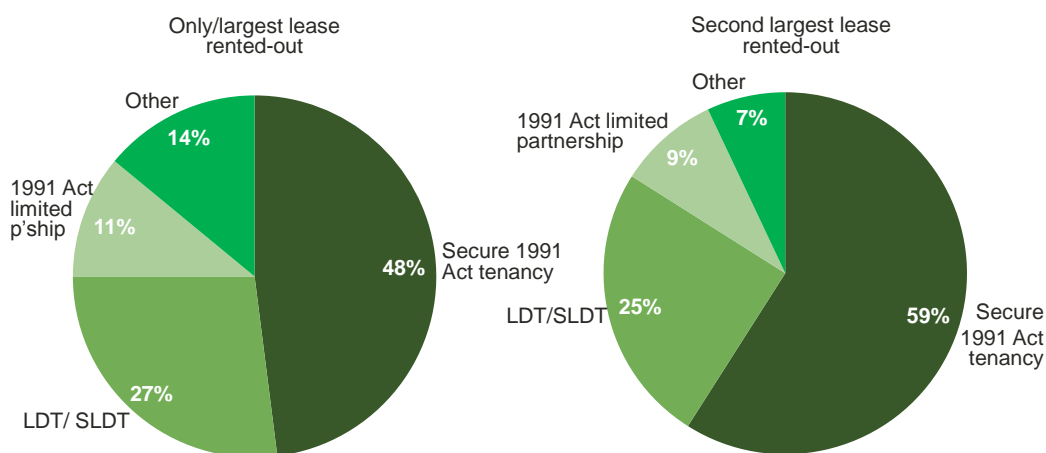
Source: Ipsos MORI

2.31 Slightly fewer landlords than tenant farmers reported that the main lease they rented-out was a Secure 1991 Act tenancy (48%), with 16% saying that their main lease was an SLDT, 11% an LDT, and 11% a 1991 Act Limited Partnership. Fifty-nine per cent of those landlords with more than one lease had a Secure 1991 Act tenancy on their second lease while one-fifth (18%) had an SLDT on this lease and 6% had an LDT (Figure 2.11)¹¹.

Figure 2.11: Type of tenancy of leases rented-out by agricultural landlords

Q. What type of lease is the(largest) lease?

Q. What type of lease is the second lease?



Base: All landlords who gave an answer (275); All landlords with two or more leases of more than one year who gave an answer (165)

Source: Ipsos MORI

¹¹ In the survey of landlords conducted by Ipsos MORI earlier in 2014, 24% of landlords were found to rent-out at least one Secure 1991 Act tenancy; whilst 15% rented-out at least one SLDT; 10% rented out at least one LDT; 7% rented out at least one 1991 Act Limited Partnership (7%) and 2% rented out at least one Small Holding Act tenancy (2%).

Written records in relation to the lease

- 2.32 Eighty-five per cent of tenant farmers and 85% of landlords said that they have a written agreement for their largest lease, while 12% of tenant farmers and 11% of landlords do not have a written agreement (Table 2.3).

Table 2.3: Written records in relation to largest/only lease¹²

	Tenant farmers		Landlords	
	Yes	No	Yes	No
	%	%	%	%
Do you have/Is there a written agreement for this lease?	85	12	85	11
Is this lease registered in the Book of Council and Session?	52	12	37	28
Do you have/Is there a record of condition?	55	32	31	53
Did you have/Was there the record of condition at the start of the tenancy?	52	29	31	45
<i>Base</i>	1,002		284; 287; 288; 284	

- 2.33 Tenant farmers whose main lease is an LDT/SLDT (97%) were more likely than those with a Secure 1991 Act tenancy (84%) or another arrangement (87%) to have a written agreement for their main lease. Similarly, those whose landlord is a company (92%) were more likely to have a written lease than those whose landlord is an individual or family business (82%).
- 2.34 Half (52%) of tenant farmers and 37% of landlords said that the lease is registered in the Books of Council and Session held by Registers of Scotland¹³, while 12% of tenant farmers and 28% of landlords said that the lease is not registered and more than one-third (36%) did not know.
- 2.35 More than half (55%) of tenant farmers and 31% of landlords said that they have a record of condition for their lease. One-third (32%) of tenants said that they do not have a record of condition, as did 53% of landlords. Thirteen per cent of tenant farmers said that they did not know if there was a record of condition for their lease, and 15% of landlords said that they did not know or that this did not apply.
- 2.36 Around half (53%) of tenant farmers and 31% of landlords reported that the record of condition was available at the start of the tenancy, while for 28% of tenants and 45% of landlords it was not. One in five (20%) tenant farmers and 24% of landlords responded that they did not know.
- 2.37 Tenant farmers with an LDT/SLDT were more likely than those with a Secure 1991 Act tenancy to have a record of condition (68% compared with 53%

¹² 'Don't know' responses have not been included for clarity.

¹³ http://www.ros.gov.uk/professional/registration/books_council_session_faqs.html

respectively), and to have had the record of condition at the start of the tenancy (65% compared with 49%).

3 TENANTS FARMERS AND LANDLORDS

Summary

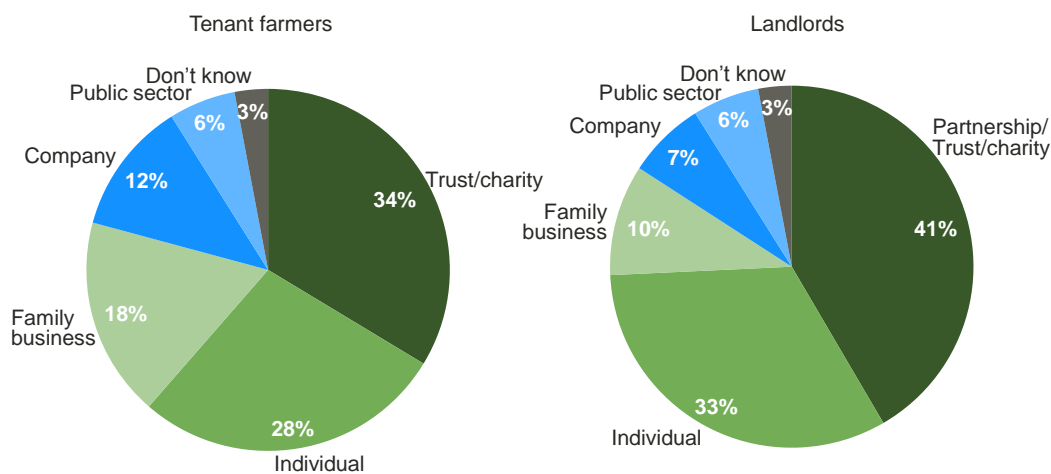
1. Similar to earlier surveys of both audiences, both tenant farmers and landlords were generally positive towards each other, and towards specific aspects of this relationship. Tenant farmers were also positive about their relationship with their landlord's representatives, in cases where such a person exists.
2. Both tenants and landlords were most likely to say that tenancy issues are discussed face-to-face more than once per year.
3. While there was broad agreement between both audiences in terms of when the most recent rent review had been carried out on the tenancy, different pictures emerged in terms of the frequency with which rent reviews occurred.
4. The median annual rent per acre paid by tenant farmers was £43, while the median rent per acre received by landlords was £38.

- 3.1 This section looks at some of the detail of the tenant-landlord relationship, identifying the nature of agricultural landlords and who is employed to act on landlords' behalf to carry out various duties relating to the main tenancy. It also discusses issues relating to rent reviews and changes in rent paid and received.
- 3.2 One-third (34%) of tenant farmers reported that the landlord on their largest lease was a trust or charity, with 28% saying that it was an individual, 18% a family business, and 12% a limited company (Figure 3.1).
- 3.3 In contrast, 33% of landlords reported that rented-out land was owned by an individual, 24% by a trust or charity, 18% by a partnership within the EU, and 10% by a family business¹⁴.
- 3.4 Reasons for the difference in reported profile of land ownership between tenant farmers and landlords may include:
 - Larger landlords, such as public sector organisations, are likely to have multiple tenants.
 - Tenants may not know the business structure adopted by their landlord, for example the difference between a partnership, a family business, trust may not be totally transparent
 - 'Partnership' was not a response option in the survey of tenant farmers.

¹⁴ This is in line with the profile of land ownership reported in the earlier survey of agricultural landlords: Individuals registered in the EU (38%); Partnership/trust (36%); Family business registered in the EU (13%); Limited Company registered in the EU (7%); other type of owner (4%).

Figure 3.1: Reported profiles of landowners of tenanted land

Tenant farmers Q. Which of these best describes the landlord for this lease?
Landlords Q. Which of these best describes who owns the land?



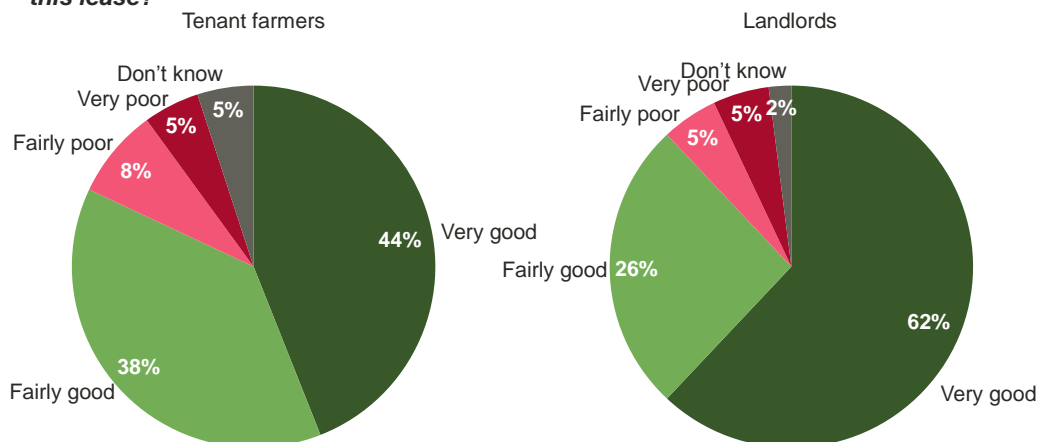
Base: All tenant farmers (1,002); All landlords who gave an answer (380)

Source: Ipsos MORI

- 3.5 Half of tenant farmers reported that their landlord lives on or near the land they lease (48%), while a similar proportion (50%) said that their landlord does not live on or near the land. Tenant farmers were more likely to say that their landlord lived on or near the land if their landlord was an individual or family business (59%) than if the landlord was a charity or trust (48%), a company (30%), or a public sector organisation (8%).
- 3.6 In contrast, the majority of landlords with leases of more than one year and who answered the question (78%) reported that they live on or near the land covered by their largest lease. The remaining 22% said that they do not live on or near the land.
- 3.7 When asked to describe their relationship with their landlord, 82% of tenant farmers said that the relationship was good (44% said it was very good). On the other hand, 13% described the relationship as poor (Figure 3.2).
- 3.8 Those whose main lease is an LDT/SLDT or other type of arrangement were more likely than those with a Secure 1991 Act tenancy to describe the relationship as very good (53% and 50% compared to 38%). Tenant farmers whose main lease is a Secure 1991 Act tenancy (10%) were more likely than those with an LDT/SLDT (8%) or other types of tenancy arrangements (11%) to describe this relationship as poor.

Figure 3.2: Tenant-landlord relationship

Tenant farmers Q. How would you describe your relationship with your landlord?
Landlords Q. How would you describe your relationship with the tenant who holds this lease?



Base: All tenant farmers (1,002); All landlords who gave an answer (287)

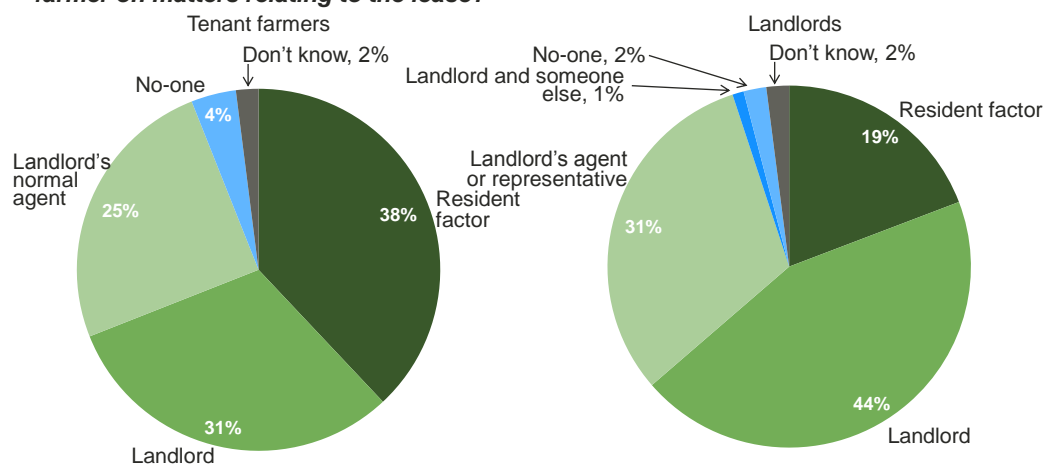
Source: Ipsos MORI

- 3.9 Landlords' perceptions of their relationship with their tenant were comparable with those of tenant farmers. Of those who answered, 89% of landlords described their relationship with their main tenant as good (62% very good), while only 10% described it as poor.
- 3.10 When asked who they normally deal with on tenancy matters other than rent reviews, tenant farmers reported that they usually dealt with a resident factor (38%), the landlord (31%), or the landlord's normal agent (25%) (Figure 3.3). Those whose landlord was a charity or trust (46%) or a company (43%) were more likely to normally deal with a resident factor than tenants whose landlord is an individual or family business (31%).

Figure 3.3: Who deals with tenancy matters

Tenant farmers Q. Excluding rent reviews, who do you normally deal with on tenancy matters?

Landlords Q. Excluding rent reviews, who normally communicates with this tenant farmer on matters relating to the lease?



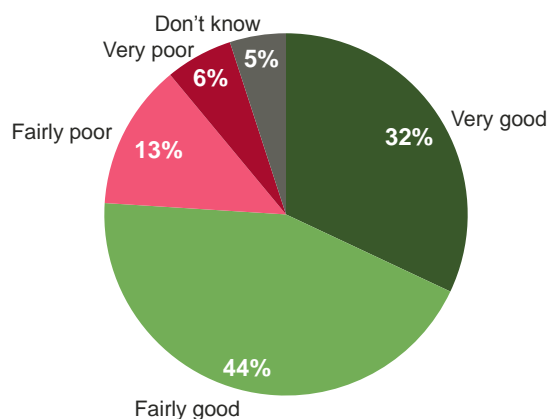
Base: All tenant farmers (1,002); All landlords who gave an answer (286)

Source: Ipsos MORI

- 3.11 Among landlords with leases of more than one year, in 44% of cases the landlord or representative of the business which owns the land would communicate with tenant farmers on matters relating to the lease, other than rent reviews. In 31% of cases this was done by an agent or representative of the landlord, while a resident factor did so 19% of the time.
- 3.12 Tenant farmers who normally deal with the landlord's agent or a resident factor, were asked to rate the relationship that they have with this person. Three-quarters (76%) of respondents described this relationship as good (32% very good), while 19% described it as poor (Figure 3.4). Those whose main lease is a Secure 1991 Act tenancy (22%) were more likely to describe this relationship as poor, than those whose main lease is an LDT/SLDT (12%).

Figure 3.4: Tenant farmers' views on relationship with landlord's representative

Q. How would you describe your relationship with your resident factor/landlord's normal agent?



Base: All tenant farmers who normally deal with a resident factor or landlord's agent on tenancy matters (638)

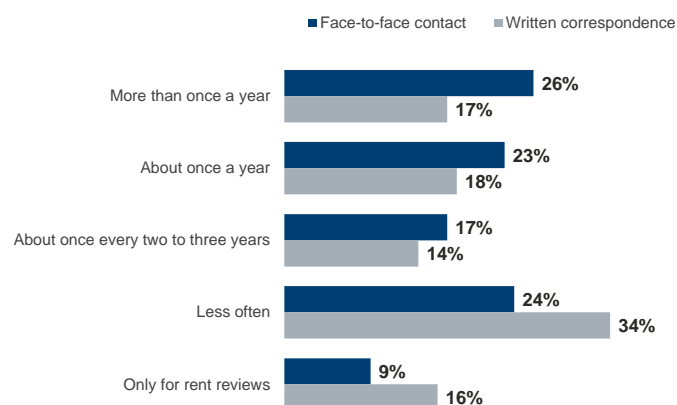
Source: Ipsos MORI

- 3.13 Tenant farmers who deal with someone on tenancy matters were asked how often, if at all, they met face-to-face to discuss tenancy matters (excluding rent reviews). A similar proportion said that they met more than once a year (26%), about once a year (23%), and less than once every two to three years (24%). Seventeen per cent said they met face-to-face about once every two to three years (Figure 3.5).

Figure 3.5: Tenant farmers views on frequency of contact with landlord on tenancy issues

Q. Excluding rent reviews, how often, if at all, do you meet face-to-face to discuss tenancy issues?

Q. Excluding rent reviews, how often do you get written correspondence about your tenancy?



Base: All tenant farmers who deal with someone on tenancy matters (946); All tenant farmers (1,002)

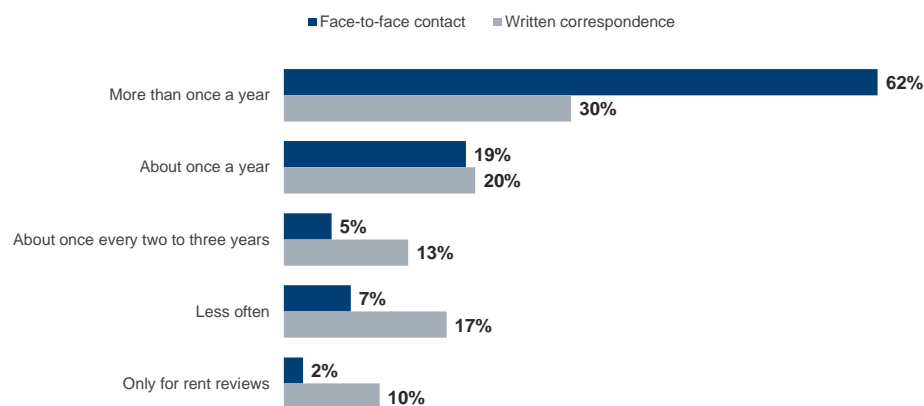
Source: Ipsos MORI

- 3.14 When asked how often they get written correspondence about their tenancy, one-third (34%) of tenant farmers said that this occurs less often than once every two to three years. Fewer respondents said that they receive written correspondence once every two to three years (14%), more than once a year (17%), about once a year (18%); while 16% said that they only receive written correspondence for rent reviews.
- 3.15 Less than two-thirds of landlords who rent-out on leases of more than one year reported that they or their representative met face-to-face with tenants to discuss their tenancy more than once a year (62%), with 19% saying that this happens about once a year (Figure 3.6). Those who are satisfied with their relationship with their tenant (68%) were more likely than those dissatisfied with this relationship (39%) to meet face-to-face with the tenant more than once a year.

Figure 3.6: Views of landlords on frequency of written contact on tenancy issues

Q. Excluding rent reviews, how often does this person meet the tenant farmer face-to-face to discuss tenancy issues?

Q. How often does this person write to the tenant farmer on matters related to the lease?



Base: All landlords who gave an answer (284; 279)

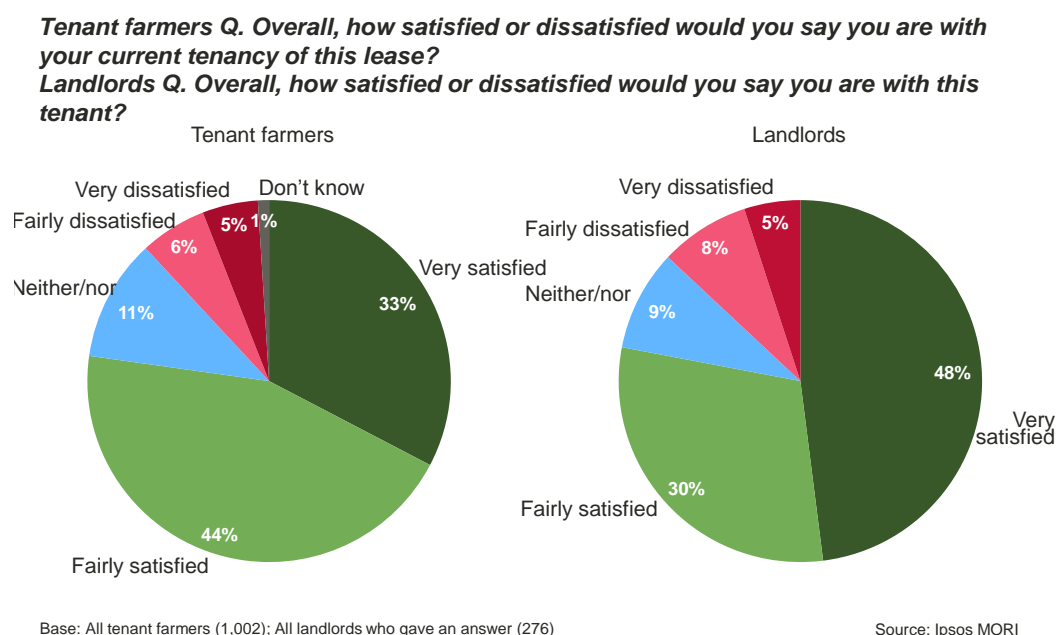
Source: Ipsos MORI

3.16 Thirty per cent of those landlords who answered said that written communication with tenants on issues related to the lease happens more than once a year; with 20% saying that this happens around once a year, 13% once every two to three years, 17% less often, and 10% only had written correspondence for rent reviews.

Attitudes towards tenancies

3.17 When asked to rate their satisfaction with their current tenancy, just over three-quarters (77%) of tenant farmers reported that they were satisfied (33% very satisfied), with only 11% saying that they were dissatisfied, and a further 11% who were neither satisfied nor dissatisfied (Figure 3.7). Satisfaction among landlords was comparable, with 78% of landlords satisfied with their tenant (48% very satisfied), with 13% dissatisfied and a further 9% neither satisfied nor dissatisfied.

Figure 3.7: Satisfaction with tenancy



3.18 Tenant farmers and landlords were presented with a series of attitudinal statements concerning the tenant-landlord relationship, and issues around the lease. Half of the statements concerned general perceptions of the lease, while the other half were about issues around the tenant-landlord relationship. Overall, both groups of respondents were generally positive towards the tenant-landlord relationship and in terms of lease issues.

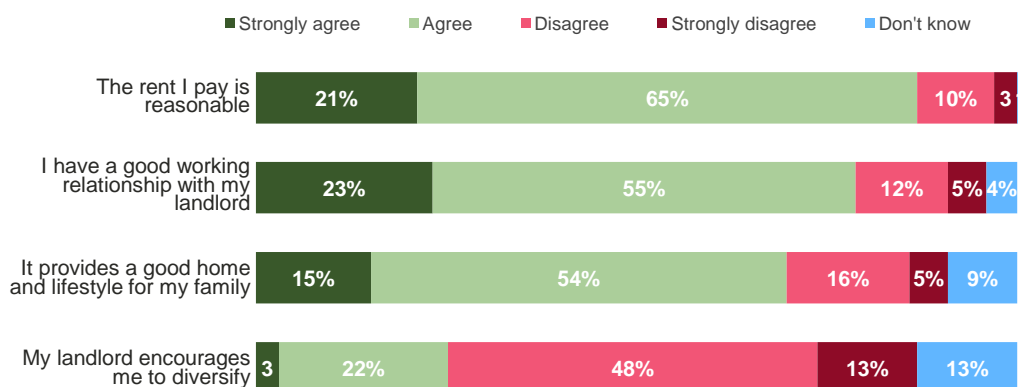
3.19 For the statements which centred on lease issues, tenant farmers tended to have a positive view (Figure 3.8):

- 86% agreed (21% strongly) with the statement 'The rent I pay is reasonable), while 13% disagreed
- 79% agreed (23% strongly) with 'I have a good working relationship with my landlord; 17% disagreed
- 69% agreed (15% strongly) with the statement 'It provides a good home and lifestyle for my family', and 21% disagreed.

3.20 However, tenant farmers were more negative towards the statement 'My landlord encourages me to diversify': 61% *disagreed* with the statement, while a quarter (25%) agreed.

Figure 3.8: Tenant farmers' attitudes towards the lease

Q. Thinking about this lease, to what extent do you agree or disagree with the following statements?



Base: All tenant farmers (1,002)

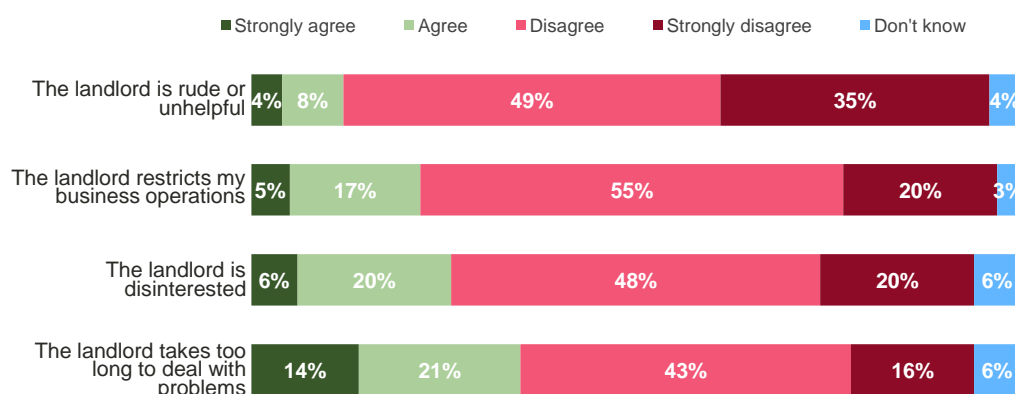
Source: Ipsos MORI

3.21 In terms of the other statements concerning aspects of their relationship with their landlord, tenant farmers were generally positive, although opinion became progressively more divided (Figure 3.9):

- 84% *disagreed* (35% strongly disagreed) that 'The landlord is rude or unhelpful', while 12% agreed
- 75% disagreed with the statement 'The landlord restricts my business operations', while 22% agreed
- 68% disagreed that 'The landlord is disinterested', while a quarter (26%) agreed
- 59% disagreed with 'The landlord takes too long to deal with problems', while 35% agreed with this statement.

Figure 3.9: Tenant farmers' attitudes towards the tenant-landlord relationship

Q. Thinking about this lease, to what extent do you agree or disagree with the following statements?



Base: All tenant farmers (1,002)

Source: Ipsos MORI

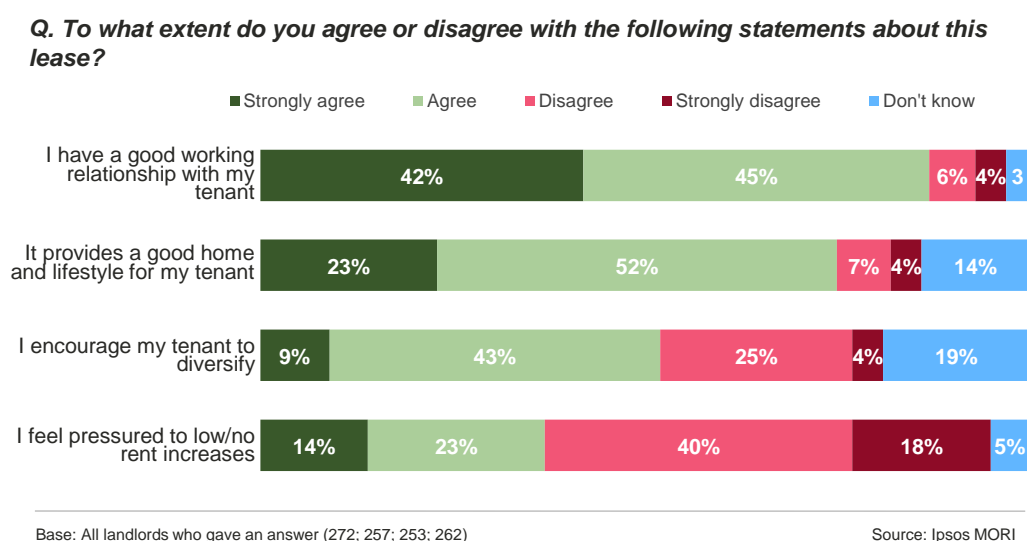
3.22 There appears to be a relationship between respondents' perception of their relationship with their landlord and being encouraged to diversify. Those with a good relationship with their landlord were more likely to agree that they are

encouraged to diversify (29%) than those with a poor relationship (6%); while those with a poor relationship (90%) were more likely to disagree with the statement than those with a good relationship with their landlord (56%).

3.23 Landlords' attitudes were also generally positive towards aspects of the relationship with their tenant. Again, opinion was divided on some issues more than others (Figure 3.10):

- 87% agreed (42% strongly) that 'I have a good working relationship with my tenant'; 10% disagreed
- 74% agreed (23% strongly) that the lease 'provides a good home and lifestyle for my tenant', while 11% disagreed
- 58% disagreed that 'I feel pressured to low/no rent increases'; 37% agreed
- 52% agreed with the statement 'I encourage my tenants to diversify', while 29% disagreed (which contrasts with tenant farmers' view of this issue).

Figure 3.10: Landlords' attitudes towards the lease

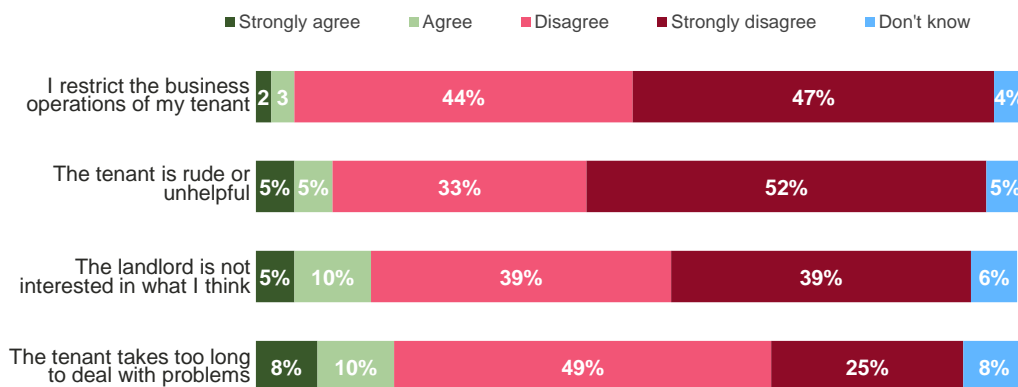


3.24 Landlords were also generally positive towards those statements which concerned aspects of the tenant-landlord relationship, although opinion again becomes more divided (Figure 3.11):

- 91% disagreed (47% strongly) with the statement 'I restrict the business operations of my tenant', while 5% agreed
- 85% disagreed (52% strongly) with 'The tenant is rude or unhelpful', while 10% agreed
- 78% disagreed (39% strongly) that 'The tenant is not interested in what I think'; 16% agreed
- 74% disagreed (25% strongly) that 'The tenant takes too long to deal with problems', and 18% agreed.

Figure 3.11: Landlord's attitudes towards the lease

Q. To what extent do you agree or disagree with the following statements about this lease?



Base: All landlords who gave an answer (262; 263; 262; 266)

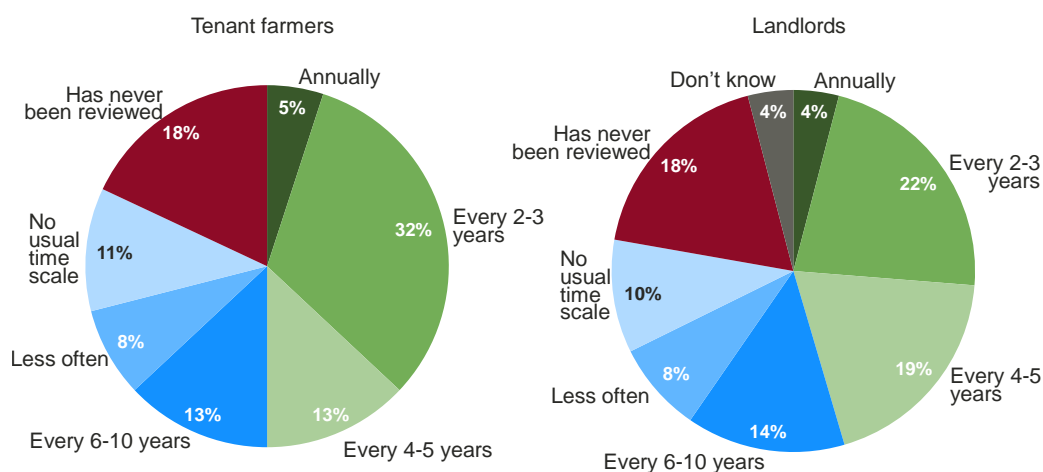
Source: Ipsos MORI

Rent reviews

- 3.25 Overall, both tenant farmers and landlords reported broadly similar experiences of rent reviews in terms of their frequency, the timing of the most recent review, and in terms of who carried out the review itself.
- 3.26 One-third (32%) of tenant farmers reported that the rent is reviewed on their main lease every two to three years, while 13% said that it is reviewed every four to five years, and a similar proportion said that the review occurs every six to ten years (13%). One in five (18%) said that their rent has never been reviewed (Figure 3.12).

Figure 3.12: Frequency of rent review on main lease

Q. Generally, how often has the rent been reviewed on your/this lease?



Base: All tenant farmers (1,002); All landlords who gave an answer (289)

Source: Ipsos MORI

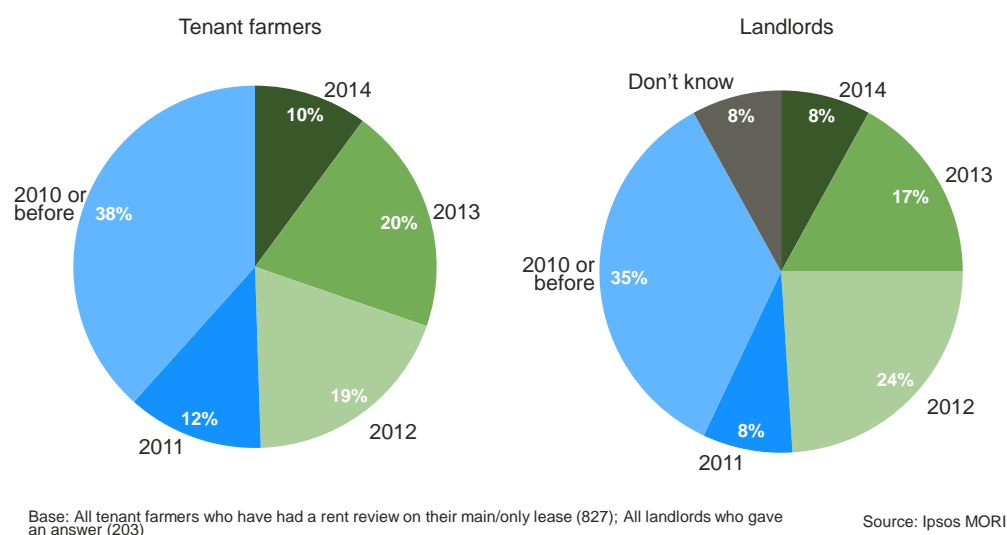
- 3.27 While the general pattern reported by landlords is broadly similar to that reported by tenant farmers, there were some differences. Twenty-two per cent of landlords reported that the rent is reviewed on their main lease every two to three years

(compared with 32% of tenant farmers); while 19% said that this happens every four to five years (compared with 13%).

- 3.28 Thirty-eight per cent of tenant farmers reported that the last rent review on their lease was completed in or before 2010. One in five said that it was completed in 2013 (20%) or in 2012 (19%) (Figure 3.13).
- 3.29 Again, while the broad pattern of response among landlords was similar to that of tenant farmers, there were differences over specific details. Thirty-five per cent of landlords said that the last rent review was completed in or before 2010, while 17% said that it was reviewed in 2013, and 24% that the most recent review was in 2012.

Figure 3.13: Most recent rent review on the lease

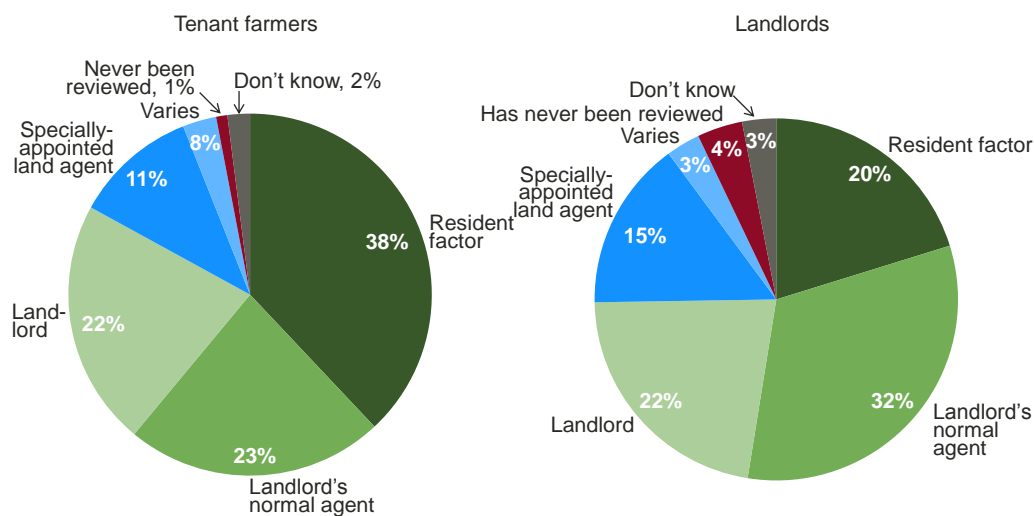
Q. When was the last rent review on this lease completed?



- 3.30 Tenant farmers were most likely to say that the rent review was carried out by the resident factor (38%), with the landlord's normal agent (23%), and the landlord (22%) also frequently mentioned. It was less common for tenants to say that the rent review was conducted by a land agent appointed specifically to undertake the task (11%) (Figure 3.14).
- 3.31 In contrast, one-third (32%) of landlords said that the rent review was carried out by their normal agent, while one in five said that it was done by a resident factor (20%). A comparable proportion of landlords to tenant farmers (22%) said that the review was carried out by the landlord directly. Fifteen per cent said that the review was carried out by a land agent specifically appointed for this task.

Figure 3.14: Who normally carries out the rent review

Q. Who normally carries out the rent review?



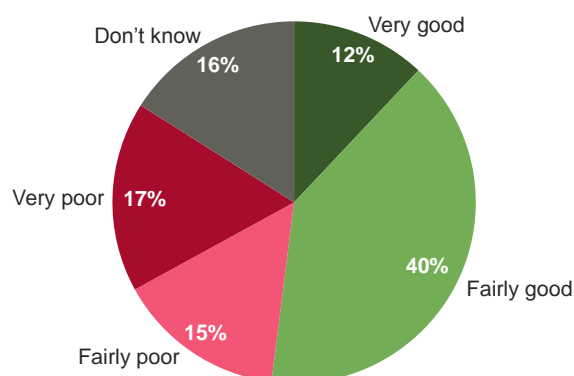
Base: All tenant farmers who have had a rent review (827); All landlords who gave an answer (208)

Source: Ipsos MORI

3.32 Tenant farmers who reported that their rent review is carried out by a specially-appointed land agent were asked to rate their relationship with the agent. More than half (52%) felt that the relationship was good, while around one-third (32%) described it as poor (Figure 3.15).

Figure 3.15: Relationship with specially-appointed land agent

Q. How would you describe your relationship with the person who normally carries out the rent review?



Base: All tenant farmers whose rent is reviewed by a land agent appointed only to undertake that task (91)

Source: Ipsos MORI

3.33 All tenant farmers who reported having had a rent review on their lease were asked by what percentage their rent changed at their last rent review. Sixteen per cent reported a rent increase of between 1% and 5%, 22% said that their rent had increased by 6% to 10%, 9% reported an increase of 11% to 15%, with 17% having had an increase of between 16% and 25%. A further 12% of tenant farmers reported an increase of between 25% and 100%, with 2% saying their rent had increased by more than 100%. One in five (12%) reported not having had an increase (Table 3.1). The mean change in rent was an increase of 19%,

although given the variation in frequency of rent reviews reported in 3.25-3.27 above, this does not represent an annual increase.

- 3.34 In contrast, no landlords reported a rent increase of 1% to 5%, while one in five landlords said that the rent increased by between 6% and 10% (19%), 11% to 15% (18%), or 16% to 25% (18%) at the last rent review. One in ten (11%) reported that it had increased by between 26% and 50%. A further one in ten (9%) said that there had been no increase. The mean change was an increase of 18%, which again is not an annual increase.

Table 3.1: Reported percentage change in rent on main lease at last rent review

% change in rent at last rent review	Tenant farmers view	Landlords view
	%	%
Decrease in rent	1	0
0%	12	9
1% to 5%	16	0
6% to 10%	22	19
11% to 15%	9	18
16% to 25%	17	18
26% to 50%	8	11
51% to 75%	1	2
76% to 100%	4	1
More than 100%	2	1
Don't know	8	15
<i>Base</i>	<i>824</i>	<i>198</i>

- 3.35 A quarter of tenant farmers reported that they pay their landlord between £1-£24 per acre per year, with 29% saying that they pay their landlord between £25-£49 per acre per year, and a similar proportion (29%) paying £50-£74 per acre per year. The median rent paid per acre per year was £43 (£106 per hectare).
- 3.36 One-third of landlords who answered reported that their main tenant pays between £1 and £24 per acre per year (31%) or between £25-£49 per acre per year (31%), with a further 21% saying that they are paid between £50 and £74 per acre per year. Smaller proportions of respondents reported that they are paid between £75-£99 (6%), £100-£499 (5%), £500-£999 (2%), or £1,000 or more per acre per year (2%). The median rent per acre per year was £38 (£94 per hectare).

4 FIXED EQUIPMENT

Summary

1. Similar proportions of tenant farmers and landlords mentioned that where fixed equipment was included in a lease, the fixed equipment included agricultural buildings (95% and 99% of main leases respectively), a farmhouse (83% and 86%), and tenant's improvements (78% and 75%).
2. Landlords were more likely to perceive fixed equipment included in the lease as being fit for purpose (91%) than were tenant farmers (59%). Similarly, landlords were more than twice as likely to consider their investment in fixed equipment as 'satisfactory' or 'more than satisfactory' than tenants' perceptions of their landlord's investment in fixed equipment.
3. One in ten tenant farmers said that they had served their landlord with a tenant's improvement notice. Tenants who have a Secure 1991 Act tenancy were more likely than those with an LDT/SLDT to report having served their landlord with an improvement notice.

- 4.1 Respondents were asked a number of questions pertaining to fixed equipment linked to their leases. As mentioned in Chapter 2, 53% of main leases held by tenant farmers were for the whole farm including fixed equipment and 16% of these leases were for land only but including limited fixed equipment such as field drains and fencing. Thirty per cent of second leases were for the whole farm, while 25% were for land only and limited fixed equipment.
- 4.2 Overall, two-thirds (65%) of tenants reported that they had fixed equipment covered by their main lease. Those with a Secure 1991 Act tenancy as their main lease were more likely than those with an 'other' type of tenancy to report that their lease covered fixed equipment (70% compared with 56% respectively).
- 4.3 Overall, 86% of landlords reported that their main (largest) lease that they rent-out includes fixed equipment. Sixty-one per cent of landlords said that the main lease they rent-out is for a whole farm, while 25% were for land only with limited fixed equipment, and 14% land only with no fixed equipment. Sixty-three per cent of landlords with more than one lease rent-out a whole farm in the second-largest lease, with similar proportions renting-out land only with limited fixed equipment (18%), or land only with no fixed equipment (17%).
- 4.4 Tenant farmers whose main lease was a Secure 1991 Act tenancy (65%) were more likely than those with other lease types (45% with LDT/SLDTs and 47% with other arrangements) to have a lease for the whole farm. Landlords who rented-out using a 1991 Act Limited Partnership (83%), a Secure 1991 Act tenancy (80%) or an LDT (67%) were more likely to rent this out as a whole farm lease than those who rent-out their largest lease using an SLDT (18%).

- 4.5 Tenant farmers whose main lease (and second largest lease, for those with more than one¹⁵) included fixed equipment were asked what types of fixed equipment were covered by the lease:
- Agricultural buildings were included in 95% of tenant farmers' largest lease and were included in 95% of their second largest lease, where these leases included fixed equipment
 - Farmhouses were included in 83% of largest leases and 63% of second leases
 - Tenant's improvements were included in 78% of largest leases which included fixed equipment, and in 88% of second leases.
- 4.6 Landlords reported that the fixed equipment covered in the land they rent-out included:
- Agricultural buildings were included in 99% of largest leases and 98% of second leases
 - Farmhouses were included in 86% of largest leases and 92% of second leases
 - Tenant's improvements were included in 75% of largest leases and in 82% of second leases.

Fitness for purpose of fixed equipment

- 4.7 Those tenant farmers who said that their main lease covers at least some fixed equipment were asked a series of questions about the fitness for purpose and state of repair of the equipment.
- 4.8 Fifty-nine per cent of responding tenant farmers (667) reported that the fixed equipment provided was fit for purpose, while 37% said that it was not and a further 3% did not know. In contrast, 91% of responding landlords (166) reported that the fixed equipment provided with their largest lease was fit for purpose; 5% said that it was not fit for purpose and 4% did not know.
- 4.9 There appeared to be a relationship between the tenant farmer's view of fitness for purpose of fixed equipment and their views on both their relationship with their landlord and their satisfaction with their tenancy. Tenant farmers who report having a good relationship (66%) were more likely to have fixed equipment that was fit for purpose than those who said that they had a poor relationship with their landlord (22%). This was also the case for those satisfied with their tenancy (69%) and those who were dissatisfied (22%) (Table 4.1).

¹⁵ Sixty-one tenant farmers had a second lease which included fixed equipment.

Table 4.1: Perceived fitness for purpose of fixed equipment by perceived relationship with landlord/tenant and satisfaction with tenancy

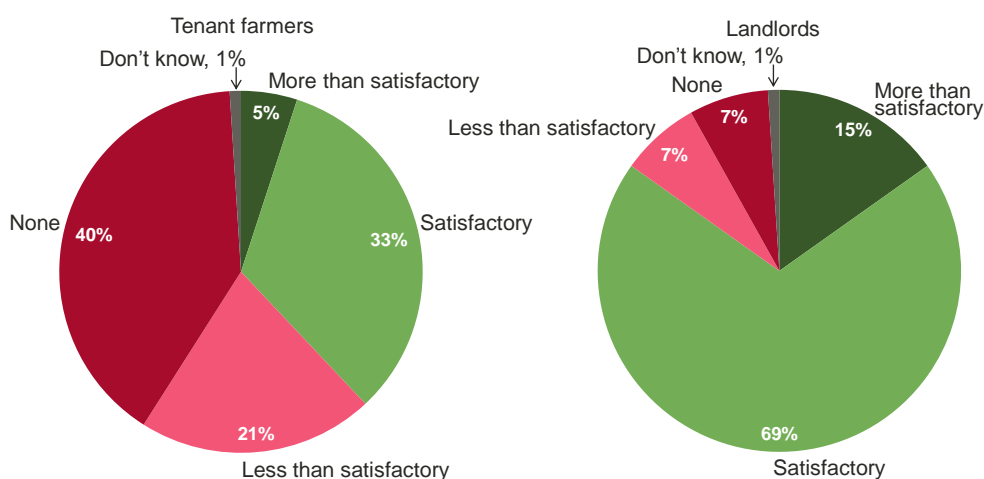
Q. Do you think that the fixed equipment provided by the landlord is fit for purpose?		Tenant farmers	
		Yes	No
		%	%
Satisfaction with tenancy	Satisfied	68	28
	Dissatisfied	22	76
Relationship with landlord	Good	66	30
	Poor	22	78
<i>Base</i>		667	

4.10 When asked to describe the level of investment in fixed equipment covered by the lease made by their landlord, four in ten tenant farmers said that their landlord made no investment at all whilst another two in ten (21%) said that it was less than satisfactory. In contrast, one-third (33%) rated investment as satisfactory with 5% reporting that it was more than satisfactory (Figure 4.1).

4.11 Tenants farmers whose main lease is a Secure 1991 Act tenancy (43%) were more likely than those with an LDT/SLDT (28%) to report that their landlord makes no investment in fixed equipment. In addition, those with an LDT/SLDT (12%) were more likely than those with a Secure 1991 Act tenancy (3%) to rate the level of investment by the landlord as being more than satisfactory.

Figure 4.1: Rating of investment made by landlords in fixed

Q. Overall, how would you describe the level of investment made by your landlord/by you in fixed equipment covered by the lease?



Base: All tenant farmers whose lease covers some fixed equipment (667); All landlords who gave an answer (163) Source: Ipsos MORI

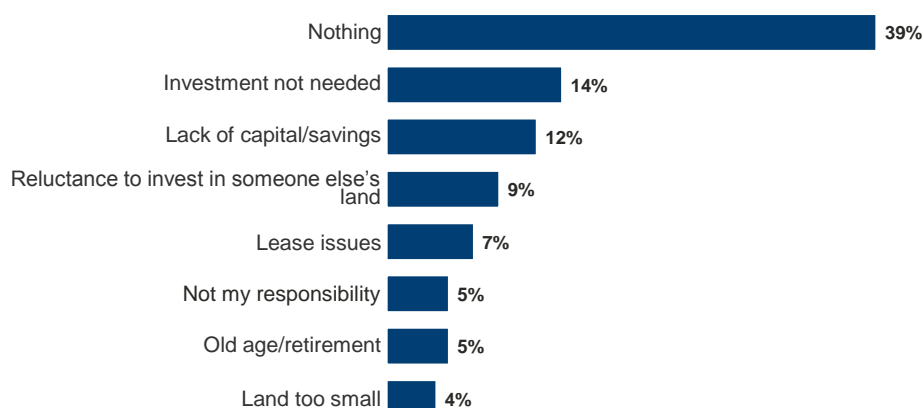
4.12 Landlords who said that their main lease covers at least some fixed equipment (86%) were also asked a series of questions about the fitness for purpose and state of repair of the equipment. In contrast to tenants, sixty-nine per cent of landlords rated the level of investment they made in fixed equipment covered by the lease as satisfactory, while a further 15% rated it as more than satisfactory.

Similar proportions of landlords rated their level of investment as less than satisfactory (7%) or reported that there had been no investment made (7%).

- 4.13 Seventy-one per cent of tenant farmers with fixed equipment reported that they had personally invested in fixed equipment which was not provided at the start of the lease and is not included in the repairs requirement, while 28% had not done so. Those with a Secure 1991 Act tenancy (78%) were more likely to have made such an investment than those with an LDT/SLDT (61%).
- 4.14 Those tenant farmers who had not invested in fixed equipment were asked to give a reason for why they had not done so. Thirty-nine per cent of tenant farmers said that nothing stops them from investing in fixed equipment, while 14% said that investment is not needed. One in ten reported that they were stopped by lack of capital (12%), or by the reluctance to invest in someone else's land (9%) (Figure 4.2).

Figure 4.2: Barriers to tenant farmer investment in fixed equipment

Q. What, if anything, stops you from investing in fixed equipment?



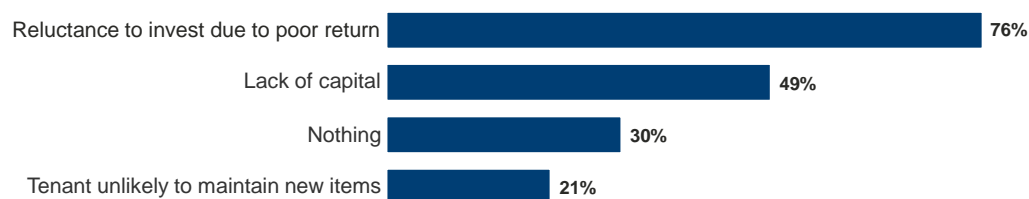
Base: All tenant farmers who have not invested in fixed equipment (279)

Source: Ipsos MORI

- 4.15 Three-quarters (76%) of landlords with fixed equipment and who answered reported that they were stopped from investing in fixed equipment by reluctance to invest due to poor return. Half (49%) said that they were stopped by lack of capital, while 21% said that they were stopped because they felt that the tenant was unlikely to maintain the new items. Thirty per cent reported that nothing stops them from investing in fixed equipment (Figure 4.3).

Figure 4.3: Barriers to landlord investment in fixed equipment

Q. What, if anything, stops you from investing in fixed equipment?



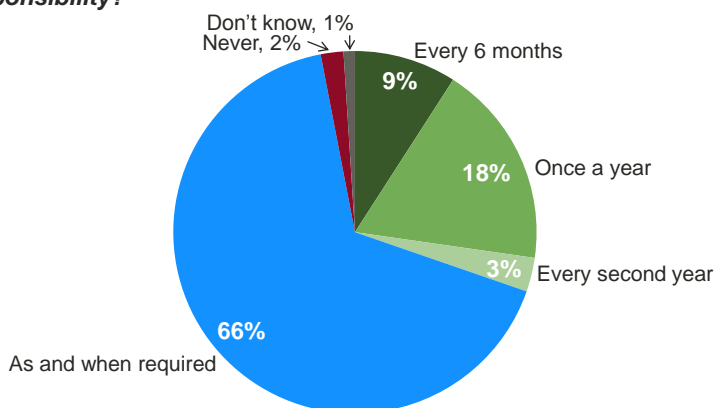
Base: All landlords who gave an answer (151; 132; 130)

Source: Ipsos MORI

- 4.16 Just under half (47%) of tenant farmers with fixed equipment said that they have written records for all of the fixed equipment that they have provided and a quarter (27%) had such records for some of the fixed equipment they provided. A further quarter (25%) had no written records for such fixed equipment.
- 4.17 Thirty per cent of landlords with fixed equipment reported that there are written records for all of the fixed equipment covered by the lease, while 36% said that there were records for some of it. Thirty-one per cent said that there were no written records.
- 4.18 Two-thirds (66%) of tenant farmers with fixed equipment reported that repairs are undertaken on the fixed equipment on the lease which is their responsibility as and when necessary. One in five (18%) undertook repairs once a year, and one in ten (9%) did so every six months (Figure 4.4).

Figure 4.4: Tenant farmers' views on the frequency of repairs made to fixed equipment

Q. How often do you undertake repairs on the fixed equipment on your lease which is your responsibility?



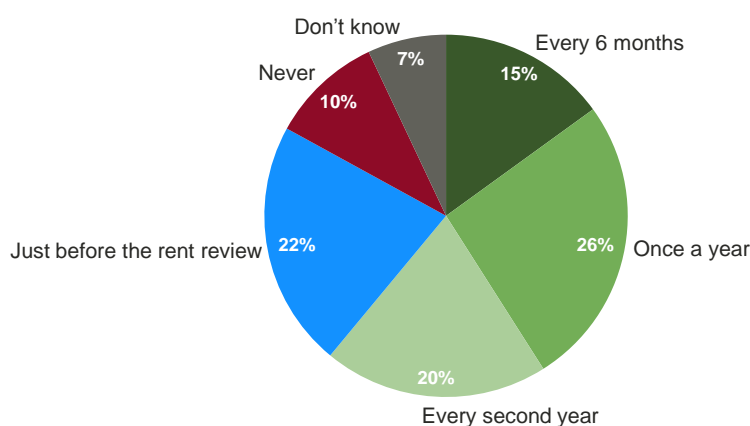
Base: All tenant farmers whose lease covers some fixed equipment (667)

Source: Ipsos MORI

- 4.19 Around 41% of landlords with fixed equipment reported that they check the state of repair of the fixed equipment which is their responsibility at least once a year, while one-fifth said that they do so every second year (20%) and a similar proportion said just before rent review (22%). One in ten landlords (10%) reported that they never conduct such checks (Figure 4.5).

Figure 4.5: Agricultural landlords' views on the frequency of checks of the state of repair of fixed equipment

Q. How often do you check the state of repair of the fixed equipment on your land that is your responsibility?



Base: All landlords who gave an answer (163)

Source: Ipsos MORI

- 4.20 Less than half of tenant farmers with fixed equipment (45%) and a quarter (26%) of landlords with fixed equipment reported that there was essential fixed equipment which forms part of the lease and has reached the end of its lifespan and needs to be replaced. In contrast, half (52%) of tenant farmers and two-thirds (67%) of landlords said that there was not fixed equipment in this condition.
- 4.21 Among tenant farmers who said that essential fixed equipment was in need of replacement, two-thirds (66%) had been in touch with their landlord about the need to replace the equipment in the last three years, while one-third (33%) had not. Two-thirds (64%) of tenant farmers who had contacted their landlords about the replacement of fixed equipment had done this verbally, 31% both verbally and in writing, and 5% had written to their landlord.
- 4.22 Half of the 166 landlords with fixed equipment who gave an answer (47%) reported that their tenant had made verbal contact about the need to replace broken or worn fixed equipment, while 10% had made contact in writing, and 10% had done so both verbally and in writing. Thirty-one per cent said that there had been no contact from the tenant on this issue.
- 4.23 The majority of tenant farmers with fixed equipment (60%) said that they had not agreed a plan of action with their landlord to replace fixed equipment, while 37% said that such a plan of action had been agreed. In contrast, half (51%) of landlords said that they had agreed a plan of action with their tenant; 41% said there had been no plan of action agreed.
- 4.24 Just over one-third (36%) of tenant farmers with fixed equipment reported that there are buildings under the lease that are redundant but are still part of the repair obligations on the lease, while under two-thirds (64%) said that there were no such buildings on their farm. Those whose main lease was a Secure 1991 Act tenancy (40%) were more likely to report the presence of such redundant buildings than those with an LDT/SLDT (26%).

- 4.25 A similar proportion of landlords with fixed equipment (37%) reported that there are buildings which they consider redundant but are still part of the repair obligations of the lease; 59% said that there were not.

Tenants' improvements

- 4.26 One in ten tenant farmers with fixed equipment reported that they had served their landlord with a tenant's improvement notice, compared with 89% who had not. Those with a Secure 1991 Act tenancy (12%) were more likely to have done this than those with an LDT/SLDT (5%). This compares with 8% of landlords who said that they had been served with one tenant's improvement notice, and 9% that they had been served with two. Three-quarters of landlords (77%) had not been served with such a notice.
- 4.27 Of those tenant farmers who had served an improvement notice, one-quarter (25%) said that their landlord had objected to the notice, while 73% said that their landlord had not objected.
- 4.28 Of the 17 tenant farmers whose landlord had objected to a notice of improvement, 6 reported that their landlord always objects, 8 that their landlord sometimes objects, and fewer than five that there is rarely an objection. In comparison, of those 33 landlords who had received improvement notices, less than 5 said that they always object, 10 that they rarely object, and 20 said that they never object.
- 4.29 Among tenant farmers 14 felt that their landlord usually or sometimes objects to a tenant's notice of improvement, 12 felt that they had not received a full explanation of the objection, with only 2 of the opinion that they had received a full explanation. Eleven tenant farmers said that they went ahead anyway, while 6 did not.
- 4.30 Of those 11 landlords who had objected to a tenant's improvement notice and answered the question, 6 objected in writing, while 1 objected verbally and 1 other objected verbally and in writing. Three landlords said that they did not know how they objected. Six landlords said that the tenant farmer had not gone ahead anyway after the objection, while 2 said that the tenant did go ahead, and 2 more said that the situation was currently ongoing.

5 DIVERSIFICATION

Summary

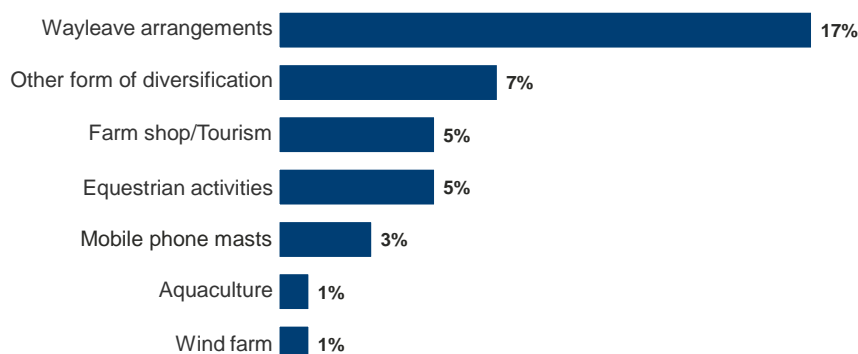
1. Thirty per cent of tenant farmers have some kind of diversification activity on their farm business. The most common form of diversification for tenants to report was wayleave arrangements on the land (reported by 17%). A quarter of landlords who responded reported wayleave arrangements on land that they rent-out.
2. The majority of tenant farmers and landlords who reported that there was diversification on the tenancy reported that they had not received a Scotland Rural Development Programme (SRDP) or capital grant to fund the activity.
3. The majority of tenant farmers reported that they had sole-funded any diversification on their tenanted farm.

- 5.1 This section discusses issues related to diversification of tenanted farms. It looks at the nature of diversification activities, how these activities were funded, and at issues around landlords' consent for such activities.
- 5.2 Respondents were asked if their farm business included a number of diversification activities: aquaculture; equestrian activities; farm shop/tourism; mobile phone masts; wayleave arrangements (which include payment for having utility pipes or cables through the land); wind farm; or any other type of diversification.
- 5.3 While the majority of tenant farmers did not have any of these diversification activities on their land¹⁶, 30% reported that they had some form of diversification. The most common type of diversification was wayleave arrangements (17%). Other types of diversification were reported by less than 10% of tenant farmers (Figure 5.1).

¹⁶ In instances where a question was answered by fewer than 50 respondents, the number of responses is reported rather than the percentage.

Figure 5.1: Diversification on land rented-in

Q. Do you have any of the following on any land you rent?



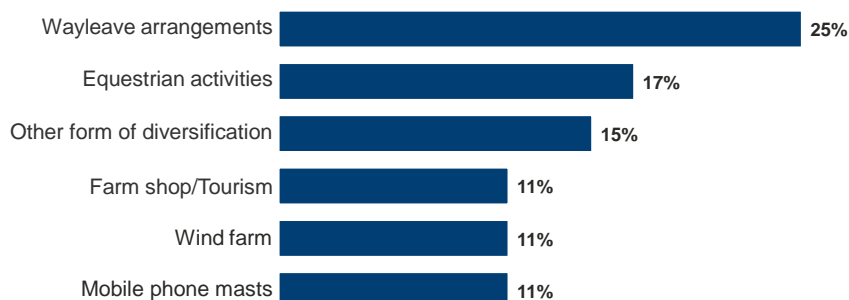
Base: All tenant farmers (1,002)

Source: Ipsos MORI

- 5.4 There were some differences in the likelihood of tenant farmers to report diversification on their land, by farm type. Those on arable farms (29%) and livestock farms of over 80 hectares (22%) were more likely than tenant farmers on 'other' farm types (14%), and livestock farms of less than 80 hectares (9%) to have wayleave arrangements.
- 5.5 Similarly, tenant farmers on livestock farms of over 80 hectares were more likely to have mobile phone masts (6%) or farm shop/tourism (8%) on their land than those on livestock farms of under 80 hectares (1% and 1% respectively).
- 5.6 Tenant farmers on mixed (9%), arable (9%) or other types of farms (6%) were more likely to have equestrian activities on their land than those with livestock farms under 80 hectares (2%).
- 5.7 Agricultural landlords were asked if they had ever received a request from any of their tenants to carry out a diversification activity on the land that they rent-out. Thirty per cent said that they had received such a request, and 64% had not received a request. Forty-six per cent of landlords were found to have a diversification activity on the land that they rent-out, with 54% of landlords having no diversification activity on their land.
- 5.8 Similar to tenant farmers, 25% of landlords reported that there were wayleave arrangements on their land. The next most commonly-reported diversification activity was equestrian activities (17%) (Figure 5.2).

Figure 5.2: Diversification on land rented-out

Q. Have any of the following been developed with your agreement on land that you lease out?



Base: All landlords who gave an answer (254; 258; 217; 257; 252; 247)

Source: Ipsos MORI

5.9 Tenant farmers who reported that their farm includes a diversification activity were asked if the activity was subject to a separate lease outwith their tenancy. As shown in table 5.1, it was more common for diversification to be included on the same lease as the tenancy, except in the case of mobile phone masts, with 21 of 31 tenant farmers with this type of diversification on their land, reporting that these were subject to a separate lease from their tenancy. As can be seen, the number of tenant farmers in the sample who have a diversification activity on their land tends to be small.

Table 5.1: Diversification and separate leases on land rented by tenant farmers¹⁷

Q. Is the diversification activity subject to a separate lease outwith your tenancy?				
	Yes	No	Don't know/ N/A	Base
Mobile phone masts	21	7	* ¹⁸	31
Aquaculture	*	6	0	10
Wind farm	*	6	*	11
Wayleave arrangements	27%	66%	7%	179
Equestrian activities	21%	79%	0%	50
Other form of diversification	19%	81%	0%	82
Farm shop/tourism	15%	69%	15%	52

5.10 Fifty-nine per cent of landlords who answered, reported that none of the diversification activities on the land they rent-out are covered by a separate lease, while 17% said that some of these activities were covered by a separate lease, and 15% that all of these activities were subject to a separate lease.

Sources of funding for diversification

5.11 A number of questions looked at sources of funding for diversification activities. When asked if there had been receipt of an Scotland Rural Development programme (SRDP) or other capital grant, half of the ten tenant farmers who had

¹⁷ Throughout this section, the numbers of responses are shown for instances where there were fewer than 50 responses.

¹⁸ * denotes fewer than 5 responses.

aquaculture on their land said that they had received such a grant, as did a quarter of those tenant farmers with an 'other' type of diversification (26%), and 18% of those with a farm shop/tourism on their land (Table 5.2).

Table 5.2: Tenant farmers' receipt of SRDP or other capital grants

Q. Did you receive an SRDP or other capital grant for...?				
	Yes	No	Don't know/ N/A	Base
Aquaculture	5	5	0	10
Other form of diversification	26%	74%	0%	82
Farm shop/tourism	18%	67%	15%	52
Equestrian activities	15%	83%	2%	50
Wayleave arrangements	10%	89%	2%	179
Wind farm	*	10	0	11
Mobile phone masts	0	27	*	31

- 5.12 One-fifth (18%) of landlords reported that they had received an SRDP grant for diversification activity on land that they rent-out, while 75% had not.
- 5.13 Tenant farmers were asked if their landlord assisted them to diversify. This did not happen in the majority of cases, although there were some instances when landlords did provide assistance:
- 10% of tenant farmers with mobile phone masts on their land received part-funding from their landlord, and 7% received both part-funding and other means of assistance
 - 6% of tenant farmers with equestrian activities and 6% of those with some other form of diversification on their land received part-funding from their landlord
 - 5% of those with wayleave arrangements received some other means of assistance from their landlord.
- 5.14 One in ten landlords reported that they had paid for new or altered fixed equipment required for diversification activities (11%), or had assisted a tenant to diversify by part-funding (9%). A quarter (25%) had assisted a tenant to diversify by some other means.
- 5.15 Of those landlords who had provided funding for diversification, 57% of landlords provided less than a quarter of the funding, while 8% provided more than half of the funding. 33% said that they did not know what proportion of the funding they had provided.
- 5.16 Two-thirds (65%) of tenant farmers with a farm shop said that there was a requirement for new or alterations to existing equipment necessary for this diversification. This was also the case for 63% of those with equestrian activities on their land, and 53% of tenant farmers with any other form of diversification (Table 5.3).

Table 5.3: Tenant farmers' views on the requirement for new or altered fixed equipment for diversification carried-out on land rented-in

Q. Was new fixed equipment or an alteration to existing fixed equipment required for...?			
	Yes	No	<i>Base</i>
Aquaculture	8	*	10
Farm shop/tourism	65%	20%	52
Equestrian activities	63%	37%	50
Other form of diversification	53%	47%	82
Wind farm	*	10	11
Mobile phone masts	*	27	31
Wayleave arrangements	4%	95%	179

- 5.17 In the majority of cases, where new or altered fixed equipment was required, tenant farmers reported that this was paid for by the tenant only.

Consent and objections

- 5.18 The majority of tenant farmers reported that their requests to diversify received the full consent of landlords, as shown in Table 5.4 below. There were some instances where the landlord attached conditions which were considered reasonable by the tenant, and a smaller number of instances where conditions that were considered to be unreasonable were attached to landlords' consent. In a small number of cases, the landlord did not give their consent for diversification.

Table 5.4: Tenant farmers' views on receiving their landlord's consent for diversification

Q. Did the diversification receive your landlord's consent?						
	Yes - fully	Yes – with reasonable conditions	Yes – with unreasonable conditions	No – landlord objected	Don't know	<i>Base</i>
Aquaculture	10	0	0	*	0	10
Mobile phone masts	25	*	*	0	*	31
Wind farm	9	0	*	*	0	11
Equestrian activities	78%	14%	2%	0%	6%	50
Wayleave arrangements	70%	8%	1%	1%	20%	179
Other form of diversification	65%	14%	7%	3%	12%	82
Farm shop/tourism	61%	4%	2%	2%	31%	52

- 5.19 Of the 291 landlords who answered, 30% said that they had received a request for a diversification activity on land that they rent-out. Of these 86 landlords, 85% said that they had not objected. Of the 12 who had objected, 5 did so verbally, less than 5 in writing, while less than 5 said that the method used to convey the objection varied between objections.
- 5.20 Landlords were asked two further questions around issues of consent for diversification activities on their land (Table 5.5). Sixty per cent of landlords who

answered the question said that they had given their consent to a tenant for a diversification activity since the year 2000, while 33% said that they had not given permission. This group will include those who have refused a request for consent but will also include landlords who have not been specifically asked for consent.

- 5.21 However, 92% of landlords who answered said that there had not been an occasion since 2000 when they had refused consent for a diversification activity, while 2% said that they had refused consent since 2000.

Table 5.5: Landlords views on consent for diversification since 2000

Q. In relation to any diversification activities on land you rent-out, please indicate whether the following have happened since 2000.				
	Yes	No	Don't know	<i>Base</i>
	%	%	%	
Given consent to a tenant for a diversification activity	60	33	7	122
Refused consent to a tenant for a diversification activity	2	92	6	116

6 DISPUTES AND WAYGO

Summary

1. Only a minority of tenant farmers and landlords had experienced a major dispute with their landlord/tenant. However, tenant farmers who had diversified their business were more likely to have had experience of a dispute than those who had not diversified.
2. Of those tenant farmers and landlords who had had a major dispute with their landlord/tenant, they were most likely to seek to resolve the dispute either by talking to the landlord/tenant directly, or by seeking advice from a professional who could help.
3. Only small numbers of tenant farmers and landlords had experienced waygo on a previous tenancy. Of those who had gone through the process, overall, both tenant farmers and landlords said that the process was easy and were satisfied with the outcome.

- 6.1 This section of the report looks at tenant farmers' and landlords' experience of disputes and how these were resolved, and on issues around waygo.

Disputes

- 6.2 Tenant farmers and landlords who rent-out on leases of at least a year were asked if they had been in a major dispute with a current or previous Overall, only 27% of tenant farmers had experienced a major dispute with a landlord over any issue, while 38% of landlords who answered any of the questions on disputes reported having had a major dispute with a tenant over any issue (Table 6.1).
- 6.3 The most commonly-reported sources of dispute concerned:
- Rent reviews (experienced by 15% of tenant farmers and 20% of landlords)
 - Fixed equipment (experienced by 9% of tenant farmers and 16% of landlords)
 - Conflicts with other business interest (experienced by 8% of tenant farmers and 15% of landlords).

Table 6.1: Views on the source of major disputes experienced by tenant farmers and landlords

	Tenant farmers		Landlords	
	Q. Have you had any major disputes with a current or previous landlord on the following issues?		Q. Have you had any major disputes with any current or previous tenants on the following issues?	
	Yes	No	Yes	No
	%	%	%	%
Any dispute	27	73	38	62
Rent review	15	85	20	78
Fixed equipment	9	91	16	82
Conflicts with other business interests (including sporting)	8	92	15	84
Diversification	5	95	3	95
Other type of major dispute	4	96	12	84
Issues around assignation	4	95	7	91
Lease issues	2	98	n/a	n/a
Conflicts with landlord's interests	1	99	n/a	n/a
Non-payment of rents	1	99	14	84
<i>Base</i>	<i>1,002</i>		274; 269; 262; 263; 258; 214; 261; n/a; n/a; 264	

- 6.4 There appears to be a relationship among tenant farmers between experience of a major dispute and their perception of their relationship with their landlord, and rating of satisfaction with their tenancy (Table 6.2).
- 6.5 As the table shows, tenant farmers who believe that they have a poor relationship with their landlord or are dissatisfied with their tenancy are more likely to have experienced a major dispute on each of the issues in question.

Table 6.2: Tenant farmers' experience of major disputes and relationship with landlord and satisfaction with tenancy¹⁹

Q. Have you had any major disputes with a current or previous landlord on the following issues?					
	Overall	Relationship with landlord		Satisfaction with tenancy	
		Good	Poor	Satisfied	Dissatisfied
<i>Base: 1,002</i>	%	%	%	%	%
Rent review	15	11	40	11	38
Fixed equipment	9	5	30	5	33
Conflicts with other business interests	8	5	27	5	24
Diversification	5	3	19	3	18
Other type of dispute	4	2	17	3	11
Issues around assignation	4	2	14	2	15
Lease issues	2	1	7	*	8
Conflicts with landlord's interests	1	*	4	1	3
Non-payment of rents	1	*	3	*	4

- 6.6 Tenant farmers with a Secure 1991 Act tenancy were more likely to have had a major dispute with a landlord over rent reviews (19%) or diversification (7%) than those with an LDT/SLDT (9% and 1% respectively) (Table 6.3).

Table 6.3: Tenant farmers' experience of major disputes by tenancy type

Q. Have you had any major disputes with a current or previous landlord on the following issues?			
	Overall	Secure 1991 Act Tenancy	LDT/SLDT
	%	%	%
Rent review	15	19	9
Diversification	5	7	1
<i>Base:</i>	<i>1,002</i>	<i>593</i>	<i>187</i>

- 6.7 Major disputes with landlords were slightly more common among tenant farmers who had diversified their farm business, as shown in Table 6.4.

¹⁹ * denotes less than 1%.

Table 6.4: Experience of major disputes with a landlord and diversification

Q. Have you had any major disputes with a current or previous landlord on the following issues?			
	Overall	Have diversified?	
		Yes	No
	%	%	%
Rent review	15	23	12
Fixed equipment	9	16	6
Conflicts with other business interests (including sporting)	8	13	6
Other type of dispute	8	10	6
Diversification	5	10	3
Issues around assignation	4	8	3
Non-payment of rents	1	2	*
<i>Base:</i>	<i>1,002</i>	<i>302</i>	<i>701</i>

- 6.8 Those tenant farmers and landlords who had experienced a major dispute on any of the issues in question were then asked about the methods used to resolve such disputes, and their views of these methods.
- 6.9 As shown in Table 6.5 below, tenant farmers were most likely to have talked to a professional adviser to help them find a solution to a dispute, with three-quarters (74%) reporting having done this. Two-thirds (65%) talked on their own to the landlord to find a solution. Smaller proportions used formal mediation (29%) or a formal arbitration process (17%).

Table 6.5: Methods used to resolve disputes

Q. Did you use any of the following to resolve your dispute?				
	Tenant farmers		Landlords	
	Yes	No	Yes	No
	%	%	%	%
Talking to a professional adviser	74	26	79	21
Talking with the landlord/tenant	65	34	84	16
Formal mediation	29	70	11	89
Formal arbitration process	17	81	27	72
<i>Base</i>	<i>280</i>		<i>87; 71; 83; 83</i>	

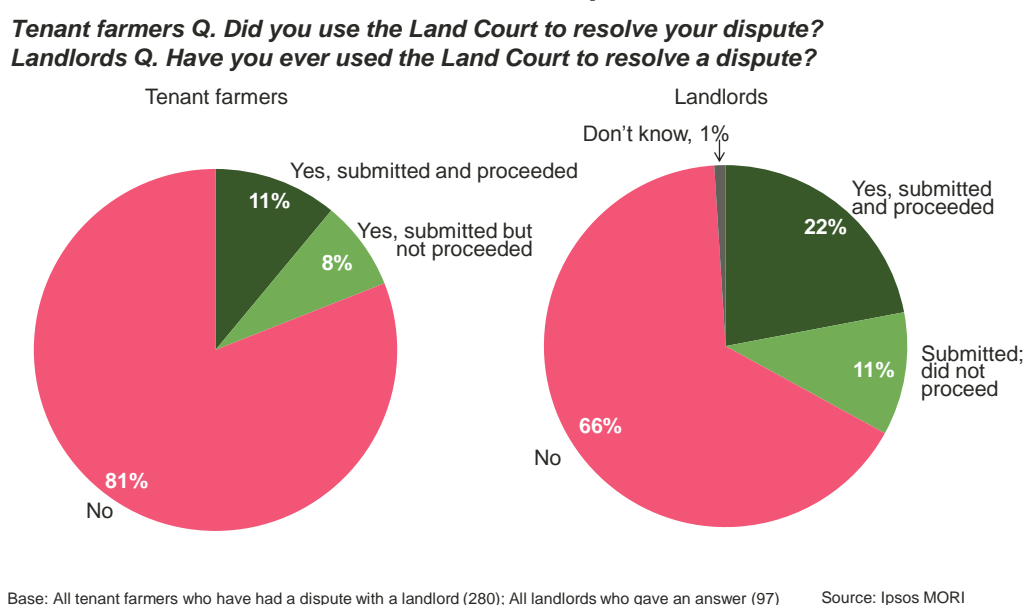
- 6.10 A broadly similar pattern was found among landlords, where 84% said that they had spoken to the tenant on their own to find a solution to a dispute with a tenant, while 79% had talked to a professional adviser. A quarter (27%) used a formal arbitration process and 11% used formal mediation to resolve a dispute.
- 6.11 There were some differences in terms of tenant farmers' likelihood to have used the following dispute resolution measures, by type of lease held:
- Those with an LDT/SLDT (83%) were more likely than those with a Secure 1991 Act tenancy (61%) to have talked on their own to the landlord to find a solution

- Respondents with a Secure 1991 Act tenancy (80%) were more likely than those with an LDT/SLDT (63%) to have talked to a professional adviser
- Those with a Secure 1991 Act tenancy (31%) were more likely than those with an 'other' type of tenancy arrangement (13%) to have used formal mediation.

6.12 Respondents were asked a series of questions over use of the Land Court to resolve disputes. Around one in ten (11%) tenant farmers reported having submitted a case to the Land Court and proceeded, with a further 8% having submitted but not proceeded. The majority of tenant farmers (81%) had not used the Land Court (Figure 6.1).

6.13 Two-thirds (66%) of those landlords who gave an answer said that they had never used the Land Court, while 22% had submitted to the Court and proceeded, and 11% had submitted and not proceeded.

Figure 6.1: Use of the Land Court to resolve disputes

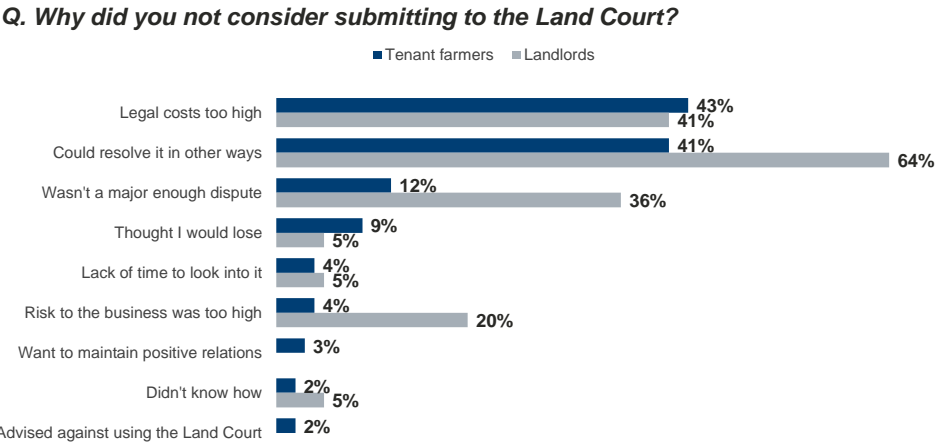


6.14 Those who did not use the Land Court to resolve dispute were asked if they considered using it. Among tenant farmers, 29% said that they did consider using the Land Court while 71% said that they did not. Forty-three per cent of landlords had considered using the Land Court, while 55% had not.

6.15 Tenant farmers and landlords were asked about a number of potential reasons for not considering submitting to the Land Court (Figure 6.2). The most common reasons:

- The statement 'Didn't need to – could resolve (the dispute) in other ways' was agreed with by 63% of landlords and 41% of tenant farmers
- The statement 'Legal costs too high' was agreed with by 41% of landlords and 43% of tenants
- The statement 'Didn't think it was a major enough dispute' was agreed with by 36% of landlords and 12% of tenants.

Figure 6.2: Reasons given for not considering using the Land Court



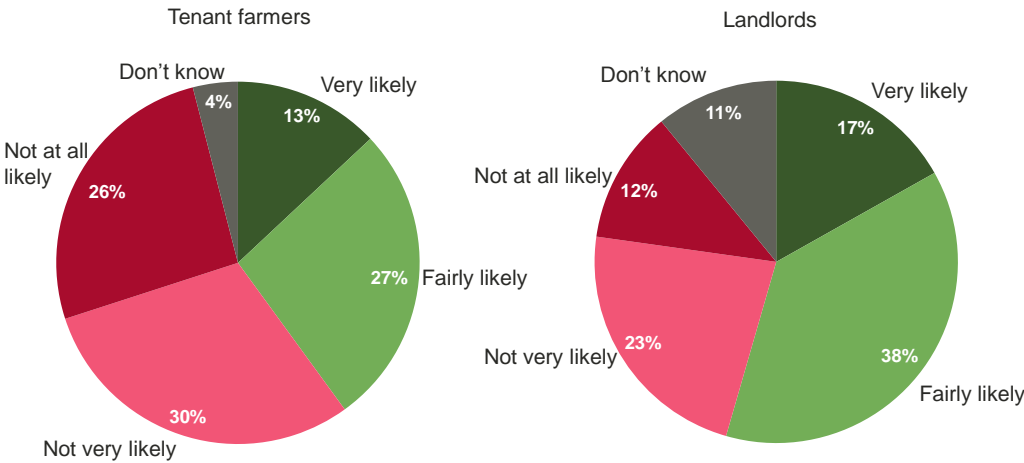
Base: All tenant farmers who did not consider using the Land Court to resolve a dispute (162); All landlords who gave an answer (56)

Source: Ipsos MORI

6.16 Respondents were asked how likely or unlikely it would be for them to use formal mediation services in the event of a major dispute in the future. More than half (56%) of tenant farmers said that they were unlikely (26% not at all likely) to use such formal mediation services in the future. However, 39% of tenant farmers said that they would be likely to use such services in the event of a future major dispute. This compares with just over half of landlords (54%) who said that they would be likely to use formal mediation services in the future, and one-third (35%) who would be unlikely (Figure 6.3).

Figure 6.3: Likelihood to use formal mediation services in the future

Q. How likely or unlikely would you be to use formal mediation services in the future should you have a major dispute with your landlord/a tenant?



Base: All tenant farmers (1,002); All landlords who gave an answer (290)

Source: Ipsos MORI

Waygo

- 6.17 Overall, only 4% of tenant farmers and 37% of landlords said that they have experience of waygo from a previous tenancy, while 94% and 58% respectively had no such experience.
- 6.18 Of those 46 tenant farmers who have experience of waygo, 33 reported that there had been an independent valuation conducted as part of the process, while 9 said that this had not been the case. More than three-quarters (78%) of landlords said that there was an independent valuation, and 17% that there had not been one.
- 6.19 Of the 35 tenant farmers who had had an independent valuation, 27 said that they agreed with the valuation, while 26 said that their landlord agreed with it. Five of these tenant farmers said that they did not agree with the valuation, and fewer than 5 reported that their landlord did not agree (Table 6.5).
- 6.20 Among landlords, 79% said that they agreed with their valuation (20% did not), and 75% said that their tenant agreed with the valuation (19% said that their tenant did not agree).

Table 6.5: Agreement and disagreement with independent valuation at waygo²⁰

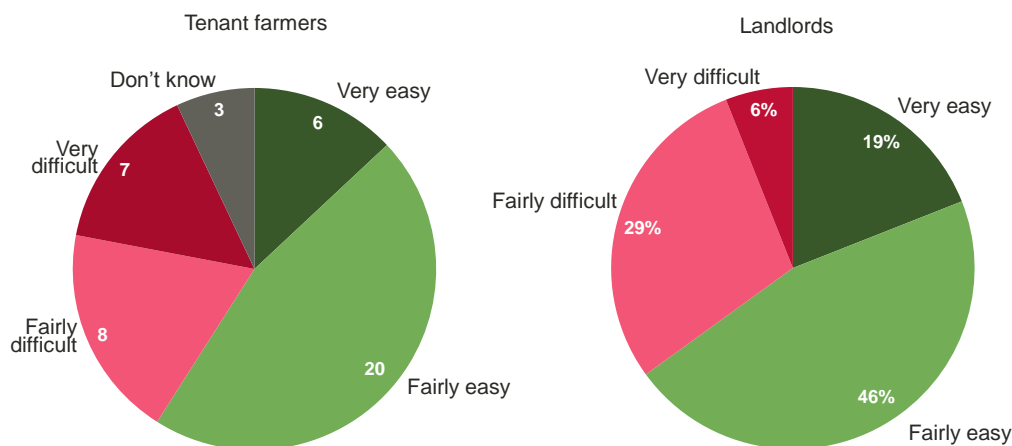
	Yes	No	Don't know	Base
Did you (tenant) agree with the valuation?	27	5	2	35
Did your landlord agree with the valuation?	26	2	6	35
Did you (landlord) agree with the valuation?	79%	20%	1%	84
Did your tenant agree with the valuation?	75%	19%	6%	81

- 6.21 Of the 46 tenant farmers who have experienced waygo, 42 reported that the situation was now resolved. This compares with 98% of landlords who reported that waygo is now resolved.
- 6.22 Twenty-six of the 46 tenant farmers said that they would rate their experience of waygo as easy, while 15 rated it as difficult. This compares with 65% of landlords who found the process easy (19% very easy) and 35% who said it was difficult (Figure 6.4).

²⁰ The numbers of responses are shown for tenant farmers since there were fewer than 50 responses.

Figure 6.4: Ease or difficulty of the waygo process²¹

Q. How easy or difficult would you rate your experience of waygo?



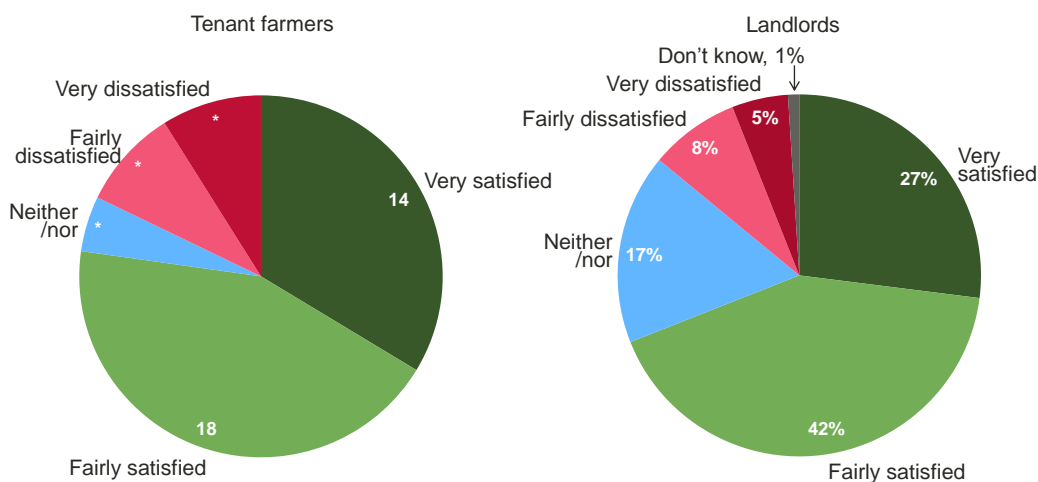
Base: All tenant farmers who had experienced waygo on a previous tenancy (46); All landlords who gave an answer (108)

Source: Ipsos MORI

6.23 Thirty-two of those 44 tenant farmers who had gone through the process said that they were satisfied with the outcome, including 14 who reported being very satisfied. Seven said that they were dissatisfied, while fewer than 5 were neither satisfied nor dissatisfied. This compares with 69% of landlords who were satisfied (27% were very satisfied) and 13% who were dissatisfied, while 17% were neither satisfied nor dissatisfied (Figure 6.5).

Figure 6.5: Satisfaction with the outcome of waygo²²

Q. How satisfied or dissatisfied were you with the outcome?



Base: All tenant farmers for whom waygo is resolved(44); All landlords who gave an answer (107)

Source: Ipsos MORI

²¹ The numbers of responses are shown for tenant farmers since there were fewer than 50 responses.

²² * denotes fewer than 5 responses.

7 CONCLUSIONS

- 7.1 Eighty per cent of tenant farmers reported that they rent-in a single lease of at least one year, and just over half (54%) of tenant farmers' main or only lease covers an area of less than 80 hectares. Tenant farmers are most likely to rent-in a lease for a whole farm, rather than land only, or land with limited fixed equipment, and are more likely to have a Secure 1991 Act tenancy than another type of leasing arrangement. Similar proportions of landlords reported that they rent-out one (44%) or three or more (41%) leases. Landlords' main lease was most likely to have an area of 80-499 hectares. Landlords were most likely to rent-out land with limited fixed equipment, and were also most likely to be renting-out using a Secure 1991 Act tenancy.
- 7.2 Reflective of findings from previous research, both tenant farmers and landlords had a broadly positive perception of their relationship with each other, and towards specific aspects of their relationship. Tenant farmers were also positive towards their relationship with their landlord's representatives in cases where such a person exists. Both groups were most likely to say that tenancy issues are discussed face-to-face more than once per year. While both tenant farmers and landlords showed similar patterns of response in terms of when the most recent rent review was completed, different pictures emerged in terms of both the frequency with which rent reviews occurred and the identity of the person who carries out the review. The median rent per acre per year reported was £43 by tenant farmers, and £38 by landlords.
- 7.3 Both audiences were as likely to report that where fixed equipment was included in a lease, this included agricultural buildings, farmhouse, and tenant's improvements. However, landlords were more likely to perceive fixed equipment included in the lease as being fit for purpose (91%) than were tenant farmers (59%), and were more than twice as likely to consider their investment in fixed equipment as 'satisfactory' or 'more than satisfactory' than tenants' perceptions of this level of investment. One in ten tenant farmers reported having served their landlord with a tenant's improvement notice.
- 7.4 Less than one-third of tenant farmers reported some kind of diversification activity on their farm business, with wayleave arrangements most commonly reported (by 17% of tenant farmers and a quarter of landlords). The majority of tenant farmers with diversification reported that they had sole-funded this.
- 7.5 While a minority of tenant farmers and landlords had experienced a major dispute with their landlord/tenant, where disputes had occurred they tended to be related to rent reviews (15% of tenant farmers and 20% of agricultural landlords had experienced this) fixed equipment (9% of tenant farmers and 16% of agricultural landlords had experienced this) or conflicts with other business interests including sporting interests (8% of tenant farmers and 15% of agricultural landlords had experienced this). Tenant farmers who had diversified their business were slightly more likely to have had experience of a dispute than those who had not diversified.

- 7.6 Those who had experienced a major dispute with their landlord/tenant were most likely to seek to resolve the dispute either by talking to the landlord/tenant directly or by seeking advice from a professional.
- 7.7 Only small numbers of tenant farmers and landlords had experienced waygo on a previous tenancy. Of those who had gone through the process, overall, both tenant farmers and landlords said that the process was easy and were satisfied with the outcome.

ANNEX 1 – TENANT FARMERS SURVEY QUESTIONNAIRE

**Functioning of the tenancy system:
Tenant farmer telephone survey**

Good morning/afternoon/evening.

My name is....

I'm calling from Ipsos MORI, the research company.

We are carrying out a survey for the Scottish Government on **tenant farming, about your views on** the agricultural land you rent-out, and covers issues such as farm leases, rent reviews, fixed equipment, diversification, waygo and dispute resolution.

The survey will take about 15 minutes to complete. All the information you provide will be kept in the strictest confidence, and used for research purposes only. It will not be possible to identify any particular individual in the results.

Screening

A0B Can I just check, do you rent-in some land on a lease of more than one year?

ONE BOX ONLY

- ☐ Yes [Continue]
☐ No [Close]

Notes for interviewers. Almost all should pass this initial screener.

Leases of a year or more are likely to include: Secure 1991 Act tenancies, Limited Duration Tenancies, Short Limited Duration Tenancies, Limited Partnerships.

(Any tenancy that they have held for a long time is likely to be a Secure 1991 Act tenancy, so they would be suitable for interview)

Annual seasonal lets such as grazing, mowing or potato lets and informal arrangements should not be included.

Section 1: Basic information on number of leases held

ASK ALL

- B1** Not including Seasonal Lets or other types of informal arrangement, how many leases of *more than one year* does your farm business have?
NUMERIC OPEN END

(Responses must be > 0)

Scripting

Secure 1991 tenancies, Limited Duration
Tenancies, Short Limited Duration Tenancies,
Limited Partnerships should be included.

Interviewer notes

ASK ALL

- B2** Some leases are for land only. Some are for land only with fixed equipment such as field drains and fencing. And some leases include buildings, tenant's improvements and farmhouses. Of the [*X leases, insert from B1*] leases you have, how many are for land **only without any fixed equipment on it**?
NUMERIC OPEN END

(Responses must not be greater than B1.)

Scripting note

ASK IF $B2 < B1$.

- B3** And how many are for **land only which has fixed equipment** on it?
NUMERIC OPEN END

(Responses must not be greater than B1.)

Ask if $B2 + B3$ is $< B1$.

- B4** And how many include fixed equipment such as agricultural buildings, tenant's improvements and farmhouse? (If asked, again we are only interested in leases of more than one year.)
NUMERIC OPEN END

($B4 + B3 + B2$ should equal $B1$. If not soft check).

SOFT CHECK

You initially said that you had [number at B1] leases over one year in length, but the total given that are land only. Land only with fixed equipment and those that include fixed equipment is [B2+B3+B4], Can you confirm which is correct.

INFO FOR INTERVIEWER INSTRUCTIONS. B1 to B4 are key in terms of the future routing, so make sure that these are correct.

Ask all

B5 In addition to these leases, do you...

SINGLE ANSWER PER ROW

	Yes	No	Don't know
a) ...rent-in any land as a seasonal let?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) ...rent-out any land as a seasonal let?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ask all

B6 Since the year 2000, could you tell me if you have experienced any of the following?

READ OUT

SINGLE ANSWER PER ROW

	Yes	No	Don't know/ not applicable
a) Renewed a tenancy (with the same landlord and same area)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have inherited a tenancy through succession	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Been assigned a tenancy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Took out a tenancy for new land	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Expanded an existing tenancy by adding a new parcel of land	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Lost a tenancy when landlord chose not to renew it	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Decided not to renew a tenancy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h) Bought land that you previously tenanted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Key information on up to two leases

Details on the first lease

Ask all

- C1** You said that you had [*Replace with answer to B1*] lease(s) of more than a year.
 [If B1 = 1] How many acres does this lease cover?
 [If B1 >1] Thinking about the lease covering the largest area, how many acres does it cover?

[*Replace with text sub below*]

SINGLE ANSWER PER ROW

		Estimate	Don't know
Acres (If don't know exactly, get them to estimate and tick the estimate box)	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

Allow respondents to answer in acres or hectares and include indicator of units chosen.

Ask all

- C2** And when did this lease start?

		Estimate	Don't know
Month (If can't remember, get them to estimate and tick the estimate box)	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year (If can't remember, get them to estimate and tick the estimate box)	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

Scripting note Don't know a single response. Estimate box can be entered along with a date.

Ask all

- C3** And what type of lease is this?

ONE BOX ONLY

- ☐ Small Landholders Act tenancy (only found outside crofting counties)
- ☐ Secure 1991 Act tenancy (Any tenancy for more than 1 year with full security of tenure and succession rights)
- ☐ 1991 Act Limited Partnership (Any tenancy for more than 1 year where the tenant is the general partner)
- ☐ SLDT – Short Limited Duration Tenancy (Entered into on or after Martinmas 2003, for between 1 and 5 years duration)
- ☐ LDT – Limited Duration Tenancy (Entered into on or after Martinmas 2003, for 10 years or more and with a specific end date)
- ☐ Other lease of more than one year, specify

Other, specify

Ask all

C4	And is this lease for land only; land with <i>limited</i> fixed equipment on it such as field drains or fencing; or does it include fixed equipment such as farmhouses and agricultural buildings and tenant's improvements?			
	<input type="checkbox"/>	Land only (no fixed equipment)	<input type="checkbox"/>	Whole farm (Includes fixed equipment)
	<input type="checkbox"/>	Don't know	<input type="checkbox"/>	Land only with limited fixed equipment (field drains and fencing)

ASK IF C4 = WHOLE FARM

C5	In addition to the land, what fixed equipment is covered by this lease? Read out ONE BOX ONLY EACH ROW				
		Yes	No	Don't know	
	a)	Agricultural buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b)	Tenant's improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c)	Farmhouses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Details on the second lease (ANY CHANGES TO C1 to C5 will also have to be made to the rest of this section).

ASK IF B1 > 1.

C1_2	Now thinking about the lease that covers the second largest area of land. (Again, only include leases of more than one year)
-------------	--

How many acres of land does this lease cover?

SINGLE ANSWER PER ROW

c)	Acres (If don't know exactly, get them to estimate and tick the estimate box)	<input type="text"/>	Estimate	Don't know
			<input type="checkbox"/>	<input type="checkbox"/>

ASK IF B1 > 1.

C2_2 And when did this lease start?

		Estimate	Don't know
Month (If can't remember, get them to estimate and tick the estimate box)	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year (If can't remember, get them to estimate and tick the estimate box)	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

Scripting note Don't know a single response. Estimate box can be entered along with a date.

ASK IF B1 > 1.

C3_2 And what type of lease is this?
ONE BOX ONLY

- ☐ Small Landholders Act tenancy (only found outside crofting counties)
- ☐ Secure 1991 tenancy (Any tenancy for more than 1 year with full security of tenure and succession rights)
- ☐ 1991 Act Limited Partnership (Any tenancy for more than 1 year where the tenant is the general partner)
- ☐ SLDT – Short Limited Duration Tenancy (Entered into on or after Martinmas 2003, for between 1 and 5 years duration)
- ☐ LDT – Limited Duration Tenancy (Entered into on or after Martinmas 2003, for 10 years or more and with a specific end date)
- ☐ Other lease of more than one year, specify

Other, specify

ASK IF B1 > 1

C4_2 And is this lease for land only or does it include fixed equipment such as farmhouses, fencing, drains or agricultural buildings and tenants improvements?

- | | |
|---|--|
| <input type="checkbox"/> Land only (no fixed equipment) | <input type="checkbox"/> Whole farm (Includes fixed equipment) |
| <input type="checkbox"/> Don't know | <input type="checkbox"/> Land only with fixed equipment (field drains and fencing) |

ASK IF C4_2 = WHOLE FARM

C5_2 In addition to the land, what fixed equipment is covered by this lease? Read out
ONE BOX ONLY EACH ROW

	Yes	No	Don't know
a) Agricultural buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Tenant's improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Farmhouses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Follow-up information on the main lease

[Include the following wording if more than one lease]

Now, I'll go back and ask some further information about the first lease you talked about, the [type of lease given at C3], that covered [number of acres given at C1].

Ask all

D1 Which of these best describes your landlord for this lease?
ONE BOX ONLY

- | | |
|--|--|
| <input type="checkbox"/> An individual | <input type="checkbox"/> A multinational company |
| <input type="checkbox"/> A family business | <input type="checkbox"/> A charity |
| <input type="checkbox"/> A trust | <input type="checkbox"/> A public sector organisation (e.g. forestry commission, etc.) |
| <input type="checkbox"/> A limited company | <input type="checkbox"/> Don't know |

Ask all

D2 Does your landlord live on or near the land you lease?
ONE BOX ONLY

- | | |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Don't know | |

ASK ALL

D3

How would you describe your relationship with your landlord? Is it...

ONE BOX ONLY

- ☐ Very good
- ☐ Fairly good
- ☐ Fairly poor
- ☐ Very poor
- ☐ Don't know

Ask all

D4

Excluding rent reviews, who do you normally deal with on tenancy matters? Is it....,

ONE BOX ONLY

- ☐ The Landlord directly,
- ☐ A Resident factor,
- ☐ A Landlords' normal agent,
- ☐ Or No-one.
- ☐ Don't know

ASK IF D4 = RESIDENT FACTOR/LANDLORDS' NORMAL AGENT

D5

And how would you describe your relationship with your resident factor/ landlord's normal agent?
Would you say it was...

ONE BOX ONLY

- ☐ Very good
- ☐ Fairly good
- ☐ Fairly poor
- ☐ Very poor
- ☐ Don't know

Ask all, except where D4 = No-one or Don't know.

D6 Excluding rent reviews, how often, if at all, do you meet **face-to-face** to discuss tenancy matters? Read out.

ONE BOX ONLY

- ☐ More than once a year
- ☐ About once a year
- ☐ About once every two to three years
- ☐ Less often
- ☐ Only for rent reviews (unprompted)
- ☐ Don't know

Ask all

D7 And again excluding rent reviews, how often to you get **written correspondence** about your tenancy?

ONE BOX ONLY

- ☐ More than once a year
- ☐ About once a year
- ☐ About once every two to three years
- ☐ Less often
- ☐ Only for rent reviews (unprompted)
- ☐ Don't know

ASK ALL

D8 Do you have a written agreement for this lease?

ONE BOX ONLY

- ☐ Yes ☐ No
- ☐ Don't know

D9 Is this lease registered in the Books of Council and Session that is held with Registers of Scotland? (Does it have a stamp on it?)

ONE BOX ONLY

- ☐ Yes ☐ No
- ☐ Don't know

D10 Do you have a record of condition?

ONE BOX ONLY

- ☐ Yes ☐ No

☐ Don't know

D11 Did you have the record of condition at the start of the tenancy?
ONE BOX ONLY

☐ No

☐ Yes

☐ Don't know

ASK ALL

D12 Moving on. Generally, how often has your rent been reviewed on this lease?
ONE BOX ONLY

☐ Annually

☐ Every 2-3 years

☐ Every 4-5 years

☐ Every 6-10 years

☐ Less often

☐ No usual timescale

☐ It has never been reviewed on this lease.

☐ Don't know

ASK ALL, UNLESS D12 = IT HAS NEVER BEEN REVIEWED.

D13 When was the last rent review on this lease completed?

Month (If can't remember, get them to estimate and tick the estimate box)

Estimate

☐

Don't know

☐

Year (If can't remember, get them to estimate and tick the estimate box)

☐☐

Scripting note Don't know a single response. Estimate box can be entered along with a date.

ASK ALL, UNLESS D12 = IT HAS NEVER BEEN REVIEWED.

D14 Who normally carries out the rent review? Is it...

ONE BOX ONLY

- ☐ Landlord directly
- ☐ Resident factor
- ☐ Landlords normal agent
- ☐ Land agent appointed only to undertake this task
- ☐ Rent hasn't been reviewed since I've been on the holding
- ☐ It has varied
- ☐ Don't know

ASK IF D14 = Land agent appointed only to undertake this task

D15 And how would you describe your relationship with the person who carries out the rent review?

ONE BOX ONLY

- ☐ Very good
- ☐ Fairly good
- ☐ Fairly poor
- ☐ Very poor
- ☐ Don't know

ASK ALL, UNLESS D12 = IT HAS NEVER BEEN REVIEWED.

D16 What was the percentage change in rent at the last review?

Enter %age (0-100 - If can't remember, get them to estimate and tick the estimate box)

Estimate

☐

Don't know

☐

Scripting note Don't know a single response. Estimate box can be entered along with a %age.

ASK ALL, UNLESS D12 = IT HAS NEVER BEEN REVIEWED.

D17 How much do you currently pay to your landlord for your tenancy **per acre**?

		Estimate	Don't know
Write in amount	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Month	Year
And what period does that cover?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ASK ALL, ROTATE STATEMENTS IN SCRIPT

D18 Thinking about this lease, I'm going to read out a set of statements. Can you tell me if you agree or disagree with them.

ONE BOX FOR EACH ROW

	Strongly agree	Agree	Disagree	Strongly disagree	Unsure/Don't know
a) My landlord encourages me to diversity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) I have a good working relationship with my landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) The rent I pay is reasonable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) It provides a good home and lifestyle for my family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) The landlord restricts my business operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) The landlord takes too long to deal with problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) The landlord is rude/unhelpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) The landlord is disinterested	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ASK ALL

D19 And overall, how satisfied or dissatisfied would you say you are you with your current tenancy of this lease? Are you...

PLEASE TICK ✓ ONE BOX ONLY

☐ Very satisfied

☐ Fairly satisfied

☐ Neither satisfied nor dissatisfied

☐ Fairly dissatisfied or

☐ Very dissatisfied

☐ Don't know

Fixed equipment

I now want to ask you about your fixed equipment on this lease

Ask all

E1

Can I just check – you said that there was [some/none based on answer to C4] fixed equipment covered by the lease?

☐

Some

☐

None

☐

Don't know

ASK IF E1 = SOME

E2

Do you think that the fixed equipment provided by the landlord is fit for purpose?

ONE BOX ONLY

☐

Yes

☐

No

☐

Don't know

ASK IF E1 = SOME

E3

Overall, how would you describe the level of investment made by your landlord in fixed equipment covered by the lease? Would you say it was...

ONE BOX ONLY

☐

More than satisfactory

☐

No investment at all

☐

Satisfactory

☐

Don't know

☐

Less than satisfactory

Ask all

E4

Have you invested in any fixed equipment that was not provided at the start of the lease and is not part of the repairs requirement?

ONE BOX ONLY

☐

Yes

☐

No

☐

Don't know

ASK IF E4 = NO

E5 What, if anything, stops you from investing in fixed equipment? (Do not prompt)
MULTI

- ☐ Landlord objects
- ☐ Lack of capital/savings
- ☐ Inability to raise a bank loan/mortgage because you are a tenant farmer
- ☐ Inability to pay interest on a loan
- ☐ Reluctance to invest in someone else's land
- ☐ Not my responsibility
- ☐ Nothing
- ☐ Other (specify)

Ask if E4 = YES

E6 Do you have written records for the fixed equipment that you have provided? **ONE BOX ONLY**

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Yes – for all of it | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> Yes – for some of it | |
| <input type="checkbox"/> No | |

Ask if E1 = SOME

E7 How often do you undertake repairs on the fixed equipment on your lease which is your responsibility?

ONE BOX ONLY

- | | |
|--|--|
| <input type="checkbox"/> Every six months | <input type="checkbox"/> Just before the rent review |
| <input type="checkbox"/> Once a year | <input type="checkbox"/> Never |
| <input type="checkbox"/> Every second year | <input type="checkbox"/> Don't know |

ASK IF E1 = SOME

E8 Do you currently have essential fixed equipment which forms part of your lease but has reached the end of its lifespan and needs to be replaced?

ONE BOX ONLY

- ☐ Yes
- ☐ No
- ☐ Don't know

ASK IF E1 = SOME

E9 Have you made contact with your landlord about the need to replace that equipment in the last 3 years?

ONE BOX ONLY

- ☐ Yes
☐ No
☐ Don't know

ASK IF E9 = YES

E10 Was this contact...?

ONE BOX ONLY

- | | |
|----------------------------------|--|
| <input type="checkbox"/> Written | <input type="checkbox"/> Both Written and verbal |
| <input type="checkbox"/> Verbal | <input type="checkbox"/> Don't know |

ASK IF E9 = YES

E11 Have you agreed a plan of action to replace the fixed equipment?

ONE BOX ONLY

- | | |
|------------------------------|-------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | |

ASK IF E1 = SOME

E12 Do you have buildings in your lease that you consider to be redundant but that are still part of the repair obligations of the lease?

ONE BOX ONLY

- | | |
|------------------------------|-------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | |

ASK IF E1 = SOME

E13 Have you ever served your landlord with a tenant's improvement notice relating to fixed equipment? **ONE BOX ONLY**

- | | |
|------------------------------|-------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | |

ASK IF E13 = YES

E14 Has your landlord ever objected to a tenant's improvement notice you have served relating to fixed equipment? **ONE BOX ONLY**

- | | |
|------------------------------|-------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | |

Ask if E14 = YES

E15 How often, if at all, would you say your landlord has objected? READ OUT
ONE BOX ONLY

- ☐ Always
- ☐ Sometimes
- ☐ Rarely
- ☐ Never

ASK IF E15 = Always/sometimes

E16 Last time your landlord objected, did you feel that you had received a full explanation for their objection?
ONE BOX ONLY

- ☐ Yes
- ☐ No

ASK IF E14 = YES

E17 Did you go ahead anyway?
ONE BOX ONLY

- ☐ Yes
- ☐ No
- ☐ Currently ongoing

Multiple landlords

ASK IF B1 > 1.

F1 You said that you had [Figure from B1] leases of over one year. Overall, how many different landlords do you have for these leases?
NUMERIC, ADD IN DON'T KNOW

Number of different landlords
(Figure entered can't be more than B1).

Disputes

ASK ALL

G1 Have you had any major disputes with your current or a previous landlord on the following issues....?

ONE BOX ONLY EACH ROW

	Yes	No	Don't know
a) Rent review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Non-payment of rents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Fixed equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Diversification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflicts with other business interests (including sporting)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Issues around assignation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Anything else, if YES SPECIFY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specify

ASK IF ANY G1 a to g = YES.

G2 Did you use any of the following to resolve your dispute?

ONE BOX ONLY EACH ROW

	Yes	No	Don't know
a) Formal mediation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Formal arbitration process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Talking with a professional advisor to help you find a solution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Talking on my own with the landlord to find a solution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ASK IF ANY G1 a to g = YES.

G3 Did you use the Land Court to resolve your dispute?

ONE BOX ONLY

- ☐ Yes, submitted and proceeded
- ☐ Yes, submitted but not proceeded
- ☐ No

ASK IF G3 = NO

G4 Did you consider using the Land Court to resolve your dispute?
ONE BOX ONLY

☐ Yes

☐ No

ASK IF G4 = NO.

G5 Why did you not consider submitting to the Land Court? DO NOT PROMPT
MULTI-OK

Legal costs were too high

☐

Lack of time to look into it

☐

Risk to the business was too high

☐

Didn't need to – could resolve it in other ways

☐

Didn't think it was a major enough dispute

☐

Thought I would lose

☐

Didn't know how to/didn't know I could

☐

Other, specify

ASK ALL

G6 How likely or unlikely would you be to use formal mediation services in the future should you have a major dispute with your landlord? READ OUT
ONE BOX ONLY

☐ Very likely

☐ Fairly likely

☐ Not very likely

☐ Not at all likely

☐ Don't know

Diversification

ASK ALL

H1

Do you have any of the following on any land you rent?

ONE BOX ONLY EACH ROW

	Yes	No	Don't know
Farm shop/tourism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wind farm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equestrian activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile phone masts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aquaculture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayleave arrangements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any other form of diversification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

H2 to H9 asked of the first activity, then the next activity, etc.

ASK FOR ALL COMPONENTS WHERE THERE IS A YES AT H1

H2

Did you receive a SRPD or some other capital grant for the...

ONE BOX ONLY EACH ROW

	Yes	No	Don't know
Farm shop/tourism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wind farm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equestrian activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile phone masts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aquaculture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayleave arrangements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any other form of diversification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

ASK FOR ALL COMPONENTS WHERE THERE IS A YES AT H1

H3 Is the [diversification activity] subject to a separate lease outwith your tenancy
ONE BOX ONLY EACH ROW

	Yes	No	Don't know
Farm shop/tourism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wind farm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equestrian activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile phone masts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aquaculture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayleave arrangements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any other form of diversification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

ASK FOR ALL COMPONENTS WHERE THERE IS A YES AT H1

H4 Did your landlord assist you in your [diversification activity] through part-funding or other means?

ONE BOX ONLY

- ☐ Yes – part-funding only
 ☐ No
- ☐ Yes – other means only
- ☐ Yes – both part-funding and other means

ASK FOR ALL COMPONENTS WHERE THERE IS A YES AT H1

H5 Was new fixed equipment or an alteration to existing equipment required for [diversification activity]?

ONE BOX ONLY

- ☐ Yes
- ☐ No

ASK FOR ALL H5 = YES.

H6 Who provided the money for this?

ONE BOX ONLY

- ☐ Landlord only
 ☐ Don't know
- ☐ Tenant only
- ☐ Landlord and tenant jointly

ASK FOR ALL H6 = LANDLORD AND TENANT

H7 What proportion of the cost for [diversification activity] was provided by the landlord?

ONE BOX ONLY

- | | |
|----------------------------------|-------------------------------------|
| <input type="checkbox"/> 75%-99% | <input type="checkbox"/> 1-24% |
| <input type="checkbox"/> 50-74% | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> 25-49% | |

Ask all

H8 Did the [diversification activity] receive your landlord's consent?

ONE BOX ONLY

- | | |
|--|---|
| <input type="checkbox"/> Yes – fully | <input type="checkbox"/> No – the landlord objected |
| <input type="checkbox"/> Yes – but with conditions I considered reasonable | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> Yes – but with conditions I considered unreasonable | |

ASK FOR ALL WHERE H8 = No, landlord objected.

H9 Did the landlord explain why they objected?

ONE BOX ONLY

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Yes – verbally | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes – in writing | <input type="checkbox"/> Don't know |

WAYGO

Ask all

I1 Moving on, have you experienced Waygo on a previous tenancy?

ONE BOX ONLY

- | | |
|------------------------------|-------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | |

ASK IF I1 = YES

I2 How easy or difficult would you rate your experience of the process of Waygo?

ONE BOX ONLY

- ☐ Very easy
- ☐ Fairly easy
- ☐ Fairly difficult
- ☐ Very difficult
- ☐ Don't know

ASK IF I1 = YES

I3 Was there an independent valuation (e.g. a valuer mutually appointed or a valuer appointed separately by each party) as part of this waygo?

ONE BOX ONLY

- ☐ Yes
- ☐ No
- ☐ Don't know

ASK IF I3 = YES.

I4 Did you agree with the valuation

ONE BOX ONLY

- ☐ Yes
- ☐ No
- ☐ Don't know

ASK IF I3 = YES.

I5 And did the landlord agree with the valuation?

ONE BOX ONLY

- ☐ Yes
- ☐ No
- ☐ Don't know

ASK IF I1 = YES

I7 Is Waygo now resolved?

ONE BOX ONLY

- ☐ Yes
- ☐ No
- ☐ Don't know

ASK IF I7 = YES

I8 How satisfied or dissatisfied with the outcome were you?

ONE BOX ONLY

- ☐ Yes
☐ No
☐ Don't know

DEMOGRAPHICS.

And finally, some simple demographic questions to allow us to analyse the results

J1 What age are you?

WRITE IN

J2 How long have you or your family farmed on your main tenancy?

ONE BOX ONLY

- | | |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> 0-9 years | <input type="checkbox"/> 50-175 years |
| <input type="checkbox"/> 10-24 years | <input type="checkbox"/> 175+ years |
| <input type="checkbox"/> 25-49 years | <input type="checkbox"/> Unsure |

J3 What was your total turnover last year?

WRITE IN

J4 Finally, what proportion of your business is rented-in under a Secure Act 1991 Tenancy?

ONE BOX ONLY

- | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 0-25% | 26-50% | 51-75% | 76-99% | All of it | Don't know |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

THANK AND CLOSE.

ANNEX 2 – LANDLORDS SURVEY QUESTIONNAIRE

Section 1: Basic information on number of leases held

(Data protection rules mean that we can't link the results of this survey with the previous survey at an individual level. A small number of questions were also included in the initial survey. These have been repeated to allow sub-group analysis.)

Q1 Which of these best describes who owns the land?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|---|--|
| <input type="checkbox"/> An individual registered within the EU | <input type="checkbox"/> A limited company registered offshore |
| <input type="checkbox"/> An individual registered offshore | <input type="checkbox"/> A charity registered with the Charity Commission or OSCAR |
| <input type="checkbox"/> A family business registered within the EU | <input type="checkbox"/> A subsidiary company of a parent company |
| <input type="checkbox"/> A family business registered offshore | <input type="checkbox"/> A parent company registered within the EU |
| <input type="checkbox"/> A partnership | <input type="checkbox"/> A parent company registered offshore |
| <input type="checkbox"/> A trust | <input type="checkbox"/> An organisation within the public sector |
| <input type="checkbox"/> A limited company registered within the EU | <input type="checkbox"/> Don't know |

Q2 And which of these best describes you (that is the person completing the form)...?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|---|---|
| <input type="checkbox"/> Business owner/Landlord | <input type="checkbox"/> Estate manager/Factor |
| <input type="checkbox"/> Business partner/Trustee | <input type="checkbox"/> Land Agent |
| <input type="checkbox"/> Business manager | <input type="checkbox"/> Public sector employee |
| <input type="checkbox"/> Spouse/family member | <input type="checkbox"/> Legal representative |

Q3 Not including Seasonal Lets or other types of informal arrangement, how many leases of **more than one year** does your farm business have?

Please include all Secure 1991 Act tenancies, Short Limited Duration tenancies (SLDTs), Limited Duration tenancies (LDTs), and any other lease of more than one year

PLEASE WRITE THE TOTAL NUMBER OF TENANCIES IN THE BOX

Tenancies

If you do not rent out at least one tenancy of more than a year please stop the survey now and return the form in the attached envelope.

Q4 Some tenancies are for land only. Some are for land with limited fixed equipment such as field drains and fences, and some tenancies are whole farm including land, agricultural buildings and farmhouses. Of the total leases included above, how many
**PLEASE WRITE AMOUNTS IN EACH LINE. IF EXACT NUMBERS ARE NOT KNOWN
ROUGH ESTIMATES WILL DO**

- | | | | |
|----|---|----------------------|-----------|
| a) | ...are for land only (no fixed equipment) | <input type="text"/> | Tenancies |
| b) | ...are for land only including some fixed equipment (fences and drains) | <input type="text"/> | Tenancies |
| c) | ...are Whole farms (includes fixed equipment) | <input type="text"/> | Tenancies |
| d) | ...are tenancies that you are not sure of the leasing arrangements | <input type="text"/> | Tenancies |

Q5 In addition to these leases, do you...
PLEASE TICK ✓ ONE BOX ONLY FOR EACH ROW

- | | Yes | No | Don't know |
|--|--------------------------|--------------------------|--------------------------|
| a) ...rent-out any land as a seasonal let? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) ...own and farm land in-hand (including any contract farming) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Q6 Since 2000, have you experienced any of the following
PLEASE TICK ✓ ONE BOX ONLY FOR EACH ROW

- | | Yes | No | Don't know/
not applicable |
|--|--------------------------|--------------------------|-------------------------------|
| a) Renewed a tenancy (with the same tenant and the same area) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Inherited a tenancy/tenancies through succession | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Leased out a new tenancy on a new area of your land | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Expanded an existing tenancy by adding a new parcel of land | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Took a tenancy back in hand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f) Sold a tenanted farm to the tenant farmer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g) Sold a tenanted farm to someone else | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h) Bought land that was previously rented-in | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 2: Largest lease of over one year

This section asks about the lease that covers the largest acreage, which is more than one year.

Please answer these questions in relation to this lease.

Q7 Thinking about the lease (which must be more than one year) that covers the largest area, how many acres does it cover?
PLEASE WRITE ACREAGE IN BOX. IF EXACT FIGURE ISN'T KNOWN, AN ESTIMATE WILL DO

a) ...Acreage of the lease Acres ☐ Don't know

Q8 When did this lease start?
PLEASE WRITE YEAR IN THE BOX. IF EXACT YEAR ISN'T KNOWN, AN ESTIMATE WILL DO

a) Year lease started ☐ Don't know/

Q9 What type of lease is this?
PLEASE TICK ✓ ONE BOX ONLY

- ☐ Small Landholders Act tenancy
- ☐ Secure 1991 Act tenancy (Any tenancy for more than 1 year with full security of tenure and succession rights)
- ☐ 1991 Act Limited Partnership (Any tenancy for more than 1 year where the tenant is the general partner)
- ☐ SLDT – Short Limited Duration Tenancy (Entered into on or after Martinmas 2003 for between 1 and 5 years duration)
- ☐ LDT – Limited Duration Tenancy (Entered into on or after Martinmas 2003 for 10 years or more and with a specific end date)
- ☐ Other lease of more than one year

Q10 How would you describe your relationship with the tenant who holds this lease?
PLEASE TICK ✓ ONE BOX ONLY

- ☐ Very good ☐ Don't know
- ☐ Fairly good
- ☐ Fairly poor
- ☐ Very poor

Q11 Excluding rent reviews, who normally communicates with this tenant farmer on matters relating to the lease?

PLEASE TICK ✓ ONE BOX ONLY

- ☐ Landowner/someone from the business/organisation who owns the land
- ☐ A resident factor
- ☐ An agent or representative of the landowner
- ☐ No-one
- ☐ Don't know

Q12 Excluding rent reviews, how often, if at all, does this person meet the tenant farmer **face-to-face** to discuss tenancy matters?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|--|--|
| <input type="checkbox"/> More than once a year | <input type="checkbox"/> Less often |
| <input type="checkbox"/> About once a year | <input type="checkbox"/> Only for rent reviews |
| <input type="checkbox"/> About once every two to three years | <input type="checkbox"/> Don't know |

Q13 And again excluding rent reviews, how often does this person write to the tenant farmer on issues related to the lease?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|--|--|
| <input type="checkbox"/> More than once a year | <input type="checkbox"/> Less often |
| <input type="checkbox"/> About once a year | <input type="checkbox"/> Only for rent reviews |
| <input type="checkbox"/> About once every two to three years | <input type="checkbox"/> Don't know |

Q14 Is there a written agreement for this lease?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Don't know | |

Q15 Is this lease registered in the Book of Council and Session that is held with Registers of Scotland?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Don't know | <input type="checkbox"/> Not applicable |

Q16 Is there a record of condition?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Don't know | <input type="checkbox"/> Not applicable |

Q17 Was there a record of condition at the start of the tenancy?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

☐ Not applicable

Q18 Generally, how often has the rent been reviewed on this lease?

PLEASE TICK ✓ ONE BOX ONLY

☐ Annually

☐ No usual timescale

☐ Every 2-3 years

☐ Never been reviewed on this lease
(Go to Q22)

☐ Every 4-5 years

☐ Don't know

☐ Every 6-10 years

☐ Less often

Q19 PLEASE ANSWER THIS QUESTION IF THERE HAS BEEN A RENT REVIEW.

When was the last rent review on this lease completed? If you can't remember exactly, please give an estimate.

Month, please write in

Don't know

☐

Year, please write in

☐

Q20 PLEASE ANSWER THIS QUESTION IF THERE HAS BEEN A RENT REVIEW.

Who normally carries out the rent review?

PLEASE TICK ✓ ONE BOX ONLY

☐ Land agent appointed only to undertake this task

☐ Rent hasn't been reviewed since the tenant took on the tenancy

☐ Landlords normal agent

☐ It has varied

☐ Resident factor

☐ Don't know

☐ Landlord directly

Q21 PLEASE ANSWER THIS QUESTION IF THERE HAS BEEN A RENT REVIEW.

What was the percentage change in rent at the last review? (If it was a reduction in rent, indicate using a negative percentage).

IF EXACT FIGURE ISN'T KNOWN, AN ESTIMATE WILL DO

Enter percentage change

 %

Don't know

☐

Q22 How much does your tenant currently pay you for the lease **per acre?**
IF EXACT FIGURE ISN'T KNOWN, AN ESTIMATE WILL DO

Write in amount in pounds

Month

Year

Don't know

And what period does that cover?

☐
☐
☐

Q23 To what extent do you agree or disagree with the following statements about this lease.
PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Strongly agree	Agree	Disagree	Strongly disagree	Unsure/ Don't know
a) I encourage my tenant to diversify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) I have a good working relationship with my tenant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) I feel pressured to low/no rent increases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) It provides a good home and lifestyle for my tenant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) I restrict the business operations of my tenant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) The tenant takes too long to deal with problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) The tenant is rude/unhelpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h) The tenant is not interested in what I think.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q24 Overall, how satisfied or dissatisfied would you say you are with this tenant?
PLEASE TICK ✓ ONE BOX ONLY

- ☐ Very satisfied
- ☐ Fairly satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Fairly dissatisfied
- ☐ Very dissatisfied

Q25 Do you live on or near the land covered by this lease?
PLEASE TICK ✓ ONE BOX ONLY

- ☐ Yes ☐ Don't know
- ☐ No

Section 3: Fixed equipment on the lease of over a year that covers largest area

The following questions are about fixed equipment on the lease which covers the largest acreage.

Q26

Is this lease for land only, land including limited fixed equipment such as field drains and fences, or whole farm including land, agricultural buildings and farmhouses?

PLEASE TICK ✓ ONE BOX ONLY

☐ Land only (no fixed equipment)

☐ Land only including limited fixed equipment (fences and drains)

☐ Don't know

☐ Whole farm (includes fixed equipment)

If you have a whole farm lease which includes fixed equipment, please continue. If this lease covers land only or land with limited fixed equipment, please go to section 4 on page 10.

Q27

ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

What fixed equipment is covered by this lease?

PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Yes	No	Don't know
a) Agricultural buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Tenant's improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Farmhouses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q28

ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

Do you think that the fixed equipment provided as part of this lease is fit for purpose?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

Q29

ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

Is there essential fixed equipment covered by this lease that has reached the end of its lifespan and needs to be replaced?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ No

☐ Don't know

Q30 ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

Are there buildings in the lease that you consider to be redundant but that are still part of the repair obligations of the lease?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

Q31 Has the tenant made contact with you about the need to replace broken or worn fixed equipment in the last 3 years?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes – written contact

☐ Don't know

☐ Yes – verbal contact

☐ Not applicable

☐ Yes – both written and verbal contact

☐ No contact

Q32 ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

Have you agreed a plan of action with your tenant farmer to replace the fixed equipment?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

☐ Not applicable

Q33 How many tenant improvements notices have you received from this tenant?
PLEASE ENTER THE NUMBER OF NOTICES IN THE BOX BELOW

Q34 PLEASE ANSWER IF YOU HAVE EVER RECEIVED ANY TENANT IMPROVEMENTS NOTICES.

How often would you say you have objected to these tenant improvement notices?

PLEASE TICK ✓ ONE BOX ONLY

☐ Always

☐ Don't know

☐ Sometimes

☐ Not applicable

☐ Rarely

☐ Never

Q35 PLEASE ANSWER IF YOU HAVE EVER OBJECTED TO ANY TENANT IMPROVEMENTS NOTICES.

How do you normally let tenants know about your objections to improvement notices?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Verbally | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> In writing | |
| <input type="checkbox"/> A combination of verbally and in writing | |

Q36 PLEASE ANSWER IF YOU HAVE EVER OBJECTED TO ANY TENANTS IMPROVEMENTS NOTICES IN RELATION TO THIS LEASE.

Did the tenant go ahead with the improvement anyway?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Currently ongoing |
| <input type="checkbox"/> No | <input type="checkbox"/> Don't know |

Q37 ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

Are there written records for the fixed equipment that is covered by this lease?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Yes – for all of it | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> Yes – for some of it | |
| <input type="checkbox"/> No | |

Q38 ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

How often do you check the state of repair of the fixed equipment on your land that is your responsibility?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|--|--|
| <input type="checkbox"/> Every six months | <input type="checkbox"/> Just before the rent review |
| <input type="checkbox"/> Once a year | <input type="checkbox"/> Never |
| <input type="checkbox"/> Every second year | <input type="checkbox"/> Don't know |

Q39 ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

How would you describe the level of investment made by you in the fixed equipment covered by the lease? Would you say it was...

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|--|--|
| <input type="checkbox"/> ...More than satisfactory | <input type="checkbox"/> ...No investment made |
| <input type="checkbox"/> ...Satisfactory | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> ...Less than satisfactory | |

Q40 ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

What, if anything, stops you from investing in fixed equipment?

PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Yes	No	Don't know
a) Tenant unlikely to maintain the new items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Lack of capital	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Reluctance to invest due to poor return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Nothing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Other, please specify below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 4: Summary details of the second largest lease

Q41 Thinking now about the lease (of more than one year) that covers the second largest area, how many acres does this lease cover? If you only rent out one lease of over a year, leave blank but tick the 'not applicable' box and go to section 5 on page 11.

PLEASE WRITE ACREAGE IN BOX. IF EXACT FIGURE ISN'T KNOWN, AN ESTIMATE WILL DO

a) ...Acreage of the lease covering the second largest area	<div style="border: 1px solid black; width: 150px; height: 30px;"></div>	Acres	Don't know/ Not applicable <input type="checkbox"/>
---	--	-------	---

Q42 When did this lease start?
PLEASE WRITE YEAR IN THE BOX BELOW. IF EXACT YEAR ISN'T KNOWN, AN ESTIMATE WILL DO

a) Year lease covering second largest area started	<div style="border: 1px solid black; width: 150px; height: 30px;"></div>	Don't know/ Not applicable <input type="checkbox"/>
--	--	---

Q43 What type of lease is this?

PLEASE TICK ✓ ONE BOX ONLY

- ☐ Small Landholders Act tenancy
- ☐ Secure 1991 Act tenancy (Any tenancy for more than 1 year with full security of tenure and succession rights)
- ☐ 1991 Act Limited Partnership (Any tenancy for more than 1 year where the tenant is the general partner)
- ☐ SLDT – Short Limited Duration Tenancy (Entered into on or after Martinmas 2003 for between 1 and 5 years duration)
- ☐ LDT – Limited Duration Tenancy (Entered into on or after Martinmas 2003 for 10 years or more and with a specific end date)
- ☐ Other lease of more than one year

Q44

Is this lease for land only, land only but including some fixed equipment such as fences and drains, or does the lease include fixed equipment such as farmhouses, equipment or agricultural buildings?

PLEASE TICK ✓ ONE BOX ONLY

- ☐ Land only (no fixed equipment)
- ☐ Land only including some fixed equipment (fences and drains)
- ☐ Don't know
- ☐ Whole farm (includes fixed equipment)

Q45

ANSWER THIS QUESTION IF IT IS A WHOLE FARM LEASE (INCLUDING FIXED EQUIPMENT)

What fixed equipment is covered by this lease?

PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Yes	No	Don't know
a) Agricultural buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Tenant's improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Farmhouses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 5: Disputes

Q46 Thinking more generally about all your tenancies have you had any major disputes with any current or previous tenants on the following issues....?

PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Yes	No	Don't know
a) Rent review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Non-payment of rents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Fixed equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Diversification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflicts with other business interests (including sporting)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Issues around assignation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Anything else, please give details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you have ever had a major dispute with a tenant (ticked yes to any major disputes) please complete this whole section. Otherwise, please skip to Question 51 on page 13.

Q47 Have you ever used any of the following to resolve a dispute with a tenant?

PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Yes	No	Don't know
a) Formal mediation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Formal arbitration process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Talking with a professional advisor to help me find a solution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Talking on my own with the tenant farmer to find a solution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Anything else, please give details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q48 Have you ever considered using the Land Court to resolve a dispute?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

Q49 **PLEASE ANSWER IF YOU SAID NO AT THE PREVIOUS QUESTION**

Why did you not consider submitting to the land court?

PLEASE TICK ✓ ALL THAT APPLY

☐ Legal costs were too high

☐ Lack of time to look into it

☐ Risk to the business was too high

☐ Didn't need to – could resolve it in other ways

☐ Didn't think it was a major enough dispute

☐ Thought I would lose

☐ Didn't know how to/didn't know I could

Other,
specify

Q50 And have you ever used the Land Court to resolve a dispute?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes, submitted and proceeded

☐ Don't know

☐ Yes, submitted but not proceeded

☐ No

Q51 **EVERYONE PLEASE ANSWER THIS QUESTION**

How likely or unlikely would you be to use formal mediation services in the future should you have a major dispute with a tenant?

PLEASE TICK ✓ ONE BOX ONLY

☐ Very likely

☐ Don't know

☐ Fairly likely

☐ Not very likely

☐ Not at all likely

Section 6: Diversification

Q52 Have you ever received any request by any of your tenants for a diversification activity on land you rent out?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

☐ Not applicable

Q53 **PLEASE ANSWER THIS IF YOU HAVE EVER HAD ANY REQUESTS FOR DIVERSIFICATION**

Have you ever objected to any request by any of your tenants for a diversification activity on land you rent out?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes

☐ Don't know

☐ No

☐ Not applicable

Q54 **PLEASE ANSWER THIS IF YOU HAVE EVER OBJECTED TO ANY REQUESTS FOR DIVERSIFICATION**

If you objected to a diversification activity did you explain why to the tenant farmer?

PLEASE TICK ✓ ONE BOX ONLY

☐ Yes – verbally

☐ No

☐ Yes – in writing

☐ It has varied between different objections.

Q55 Have any of the following been developed with your agreement on land that you lease out?
PLEASE TICK ✓ ONE BOX FOR EACH ROW

	Yes	No	Don't know
a) Farm shop/tourism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Wind farm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Equestrian activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Mobile phone masts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Aquaculture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Wayleave arrangements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Any other form of diversification? Please give details	<input type="checkbox"/>	<input type="checkbox"/>	

Answer the rest of the section if you said yes to any type of diversification listed above. If you said no in all rows, please skip to section 7 on page 15.

Q56 Are any of the diversification activities on the land you rent out covered by a separate lease?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|--|---|
| <input type="checkbox"/> Yes – all activities | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> Yes – some activities | <input type="checkbox"/> Not applicable |
| <input type="checkbox"/> No – none of the activities | |

Q57 In relation to any diversification activities on land you rent out, please indicate whether the following have happened since 2000?

PLEASE TICK ✓ ONE BOX ONLY FOR EACH ROW

	Yes	No	Don't know/ not applicable
a) Received a SRPD or some other capital grant for diversification on land you rent out	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Assisted any of your tenants through part-funding to diversify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Assisted any of your tenants through any other means to diversify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Paid for any new fixed equipment or for altering existing equipment that have been required for diversification activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Given consent to a tenant for a diversification activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Refused consent to a tenant for a diversification activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q58 Thinking about the most recent diversification activity, what proportion of the cost was provided by you?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|----------------------------------|-------------------------------------|
| <input type="checkbox"/> 75%-99% | <input type="checkbox"/> 1-24% |
| <input type="checkbox"/> 50-74% | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> 25-49% | |

Section 7: WAYGO

Q59 Have you ever gone through waygo for any tenancy?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|------------------------------|-------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | |

If you have gone through waygo before, please answer the following questions. (If you have experienced waygo more than once, please answer the next set of questions on the most recent waygo). Otherwise, go to the end of the survey.

Q60 PLEASE ANSWER IF YOU HAVE EVER GONE THROUGH WAYGO

How easy or difficult would you rate your experience of the process of Waygo?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Very easy | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> Fairly easy | |
| <input type="checkbox"/> Fairly difficult | |
| <input type="checkbox"/> Very difficult | |

Q61 Was there an independent valuation (e.g. a valuer mutually appointed or a valuer appointed separately by each party) as part of this waygo?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |

If there was an independent valuation, please answer the following questions. Otherwise, please go to Q64 to the last page.

Q62 PLEASE ANSWER THIS QUESTION IF THERE WAS AN INDEPENDENT VALUATION.

Did you agree with the valuation?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |

Q63 PLEASE ANSWER THIS QUESTION IF THERE WAS AN INDEPENDENT VALUATION

Did the tenant agree with the valuation?

PLEASE TICK ✓ ONE BOX ONLY

- | | |
|------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |

Q64 Is the Waygo now resolved

PLEASE TICK ✓ ONE BOX ONLY

- | |
|-------------------------------------|
| <input type="checkbox"/> Yes |
| <input type="checkbox"/> No |
| <input type="checkbox"/> Don't know |

Q65

How satisfied or dissatisfied were you with the outcome?

PLEASE TICK ✓ ONE BOX ONLY

☐ Very satisfied

☐ Fairly dissatisfied

☐ Fairly satisfied

☐ Very dissatisfied

☐ Neither satisfied nor dissatisfied

☐ Don't know/not applicable

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