



1A Marchmont Crescent
Edinburgh
EH9 1HN
0131 221 0888
info@umega.co.uk
www.umega.co.uk

26 April 2017

This is a Short Assured Tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988

LEASE
between

XXX whose address for purpose of this lease aftermentioned is care of Umega Lettings, 1A Marchmont Crescent, Edinburgh, EH9 1HN (hereinafter referred to as "the Landlord")

and

XXX residing at XXX (all hereinafter referred to as "the Tenant")

1. SUBJECTS

The Landlord hereby lets to the Tenant jointly and severally ALL and WHOLE THE SUBJECTS (under explanation that the loft and attic are only to be used for the purposes of access for maintenance work instructed by the Landlord or the Landlord's agents) at XXX (hereinafter referred to as "the subjects") together with the whole furnishings, plenishings and effects therein (hereinafter referred to as "the contents") all as detailed in the Inventory thereof and signed as relative hereto.

2. DATE OF ENTRY AND DURATION

The date of entry under this lease shall be **XXX** ("the Date of Entry") (regardless of the date or dates on which this Lease is signed by the Landlord and the Tenant) and this lease shall endure for the period to **XXX** ("the Expiry Date"), both dates inclusive. If the Tenant wishes to vacate the subjects on XXX then the Tenant must give the Landlord's agents not less than **two months' notice in writing** their intention to vacate the subjects on XXX. If the agreement is not brought to end by either party on XXX, it will continue from month to month thereafter until terminated by prior written notice in accordance with the provisions of this lease given by either party to the other.

The minimum notice to be given by a Landlord shall be in accordance with statutory provisions in force from time to time. **The minimum notice to be given by the Tenant shall be two months.** If the Landlord gives notice in accordance with this clause, then notice shall be given by Recorded Delivery Post or by Sheriff Officers. If the Tenant gives notice in accordance with this clause, the notice shall be given by Recorded Delivery Post. Nothing in this clause shall prejudice the Landlord's right to seek an order for recovery of possession of the subjects.

3. RENT

The rent shall be £XXX Pounds Sterling per calendar month payable monthly in advance into the bank account aftermentioned and throughout the duration of this lease. The first payment of £XXX Pounds Sterling will be paid in cleared funds on or before the Date of Entry XXX. Subsequent payments are due and must be credited to the bank account aftermentioned in cleared funds on or before the XXth day of each calendar month.

The Landlord's agents may increase the rent after the initial term by giving the Tenant a minimum of two months' notice in writing. It is declared that no claim or deduction in any form shall interfere with or affect the payment of the full rent on the due dates. The rent shall be paid by Bankers' Standing Order to the following bank account with Bank of Scotland, 20-22 Shandwick Place, Edinburgh, Sort Code 80-11-20 Account number 06028505 (Umega Ltd).

If rent lawfully due is not paid within four days of the day on which it became due, a charge for the reasonable costs incurred will be payable by the Tenant at the rate of £20 + vat. Interest shall be payable on outstanding sums at the rate of eight percent per annum.

4. FURNITURE AND CONTENTS

An Inventory detailing a full and accurate record of the contents of the subjects at the date of entry under this lease will be provided at the Date of Entry. This will be signed by the Tenant and returned to Umega Lettings within seven days of the Date of Entry. Failure to return the signed inventory will result in the Tenant's acceptance of the inventory and any descriptions. No furniture shall be introduced into the subjects by the Tenant that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

5. TERMINATION AND REMOVAL

The Tenant shall at the Expiry Date flit and remove himself and his furniture, fittings and other belongings, furth and from the subjects.

6. SERVICES, ETC.

The Tenant shall be liable for the payment of all expenses arising from his occupation of the subjects in addition to those set out in this lease, and, without prejudice to the foregoing generality, the Tenant shall, in particular, bear the costs of Council Tax and Water and Sewerage Charges, Television Licence, the consumption of electricity and gas within the subjects, the telephone and the costs arising from the use of the telephone or internet, upkeep of shared grounds and gardens, of the cleaning of the common stair and close of the subjects all up to the date of his waygoing from the subjects. The said services shall be taken in name of the Tenant during the period of the duration of this Lease.

7. DEPOSIT

On or before the date of entry the Tenant shall pay a deposit of £XXX in cleared funds to the Landlord's agents. The Landlord's Agents will issue a receipt to the Tenant if requested to do

so. The deposit will not earn interest for the Tenant or the Landlord. The deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations. For example, but not limited to, the deposit may be used by the Landlord to pay for –

- a) any rent arrears, breakages, losses or damage for which the Tenant is liable in terms of this lease, the cost of repairing such damage to be assessed by the Landlord or the Landlord's Agents. For the avoidance of doubt, cost to repair damage occasioned to flooring and/or floor coverings will be deducted from the deposit and the tenant is reminded to wear appropriate indoor footwear;
- b) all sums in respect of any cleaning which may be required, but which the Tenant has failed to do to ensure the subjects and contents are left in good tenable order in accordance with the terms of this lease, the cost of such cleaning to be assessed by the Landlord or the Landlord's agents; also refer to Section 21(pets);
- c) all sums in respect of any garden maintenance which may be required, but which the Tenant has failed to do, in accordance with the terms of this lease;
- d) the cost of replacement of keys provided but not returned;
- e) any outstanding accounts for utilities including but not limited to - gas, oil, electricity, internet, cable or Sky TV and telephone incurred during the period of let due by the Tenant;
- f) any legal fees, VAT and outlays incurred by the Landlord or the Landlord's agents as a result of the Tenant's breach of this tenancy agreement, including the cost of court proceedings to recover possession of the premises.

The deposit shall be paid to a tenancy deposit scheme of the Landlord's agents choosing in terms of the Tenancy Deposit Schemes (Scotland) Regulations 2011. The Deposit will be held by the Scheme in accordance with the Scheme's rules. The Landlord's agent is entitled to transfer the deposit to a different Scheme if he wishes to do so. If he does, the Tenant will be informed of this. At the end of the tenancy the Landlord, the Landlord's agents or the Tenant can ask the Scheme to repay the deposit to them. The Scheme will notify the other party and seek their agreement with regards to the disposal of the deposit. Any proportion of the deposit which is not in dispute will be paid out by the Scheme in accordance with the Scheme's rules. Any proportion of the deposit in dispute will be held by the Scheme pending the outcome of the Scheme's dispute resolution mechanism in accordance with the Scheme's rules. Any dispute regarding the distribution of the deposit will proceed in accordance with the Tenancy Deposit (Scotland) Regulations 2011.

In the event that the tenancy deposit has not yet been transferred to a scheme, at the conclusion of the tenancy, the deposit, or part of the deposit will be refunded to the Tenant within 14 days, or as soon as possible after the expiry or termination of the lease and all utility bills have been settled by the Tenant.

If the Tenant breaches any of the obligations of this lease prior to the tenancy deposit being transferred to a tenancy deposit scheme, the Landlord shall be entitled to make such deductions as provided for in this lease.

In the event this tenancy is a joint tenancy (i.e. there is more than one tenant) all tenants acknowledge that, for the purposes of the tenancy deposit, the person first named on this lease will be the "lead tenant" for the purposes of the administration of the deposit in terms of

the rules of the tenancy deposit scheme. The tenants to this lease acknowledge that the lead tenant will be responsible for and control the repayment process, communication with the scheme and the dispute resolution mechanism, if applicable.

The tenants acknowledge that the Landlord accepts no liability for any actions or failings of the lead tenant in respect of the deposit, and that any liability for any losses incurred as a result of the actions or failings of the lead tenant will attach to the lead tenant solely and not the Landlord or the Landlord's agents. The deposit will be returned in equal shares unless the deposit scheme is instructed otherwise by the tenant registered as the lead tenant.

8. FIXTURES

Subject to the Landlord's agents' consent in writing the Tenant may install such fixtures as he may consider necessary, but such items shall become the property of the Landlord at the Tenant's removal. No structural alterations will be carried out by the Tenant. The Tenant will not glue, stick or otherwise fix anything whatsoever to the exterior or interior of the subjects without the Landlord's agents' consent in writing.

9. REPAIRS TO STRUCTURE OF SUBJECTS

The Landlord must ensure that the accommodation meets the Repairing Standard at the start of the tenancy and at all times during the tenancy. During the tenancy this duty applies only when the Tenant informs the Landlord's agents of work required or the Landlord's agents becomes aware of it in some other way (inspection visit). The Repairing Standard does not cover work for which the Tenant is responsible due to the Tenant's duty to use the subjects in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the subjects.

10. INTERIOR DECORATION

The Tenant accepts all the interior decoration of the subjects as being in good order and condition and the Tenant will be under obligation to leave it in a like condition at the waygoing of the Tenant, ordinary wear and tear excepted. Any decoration desired by the Tenant requires prior written approval from the Landlord's agents, and will be carried out at the Tenant's expense in a good and tradesman like manner, only using materials and colours that have had the Landlord's agents written approval.

11. FURNISHINGS AND FITTINGS

The Tenant accepts the furnishings, effects, fittings and fixtures as being in good order and repair other than such as is specified in the said Inventory and will be under obligation to keep them in the like condition during the subsistence of this lease, with the exception of ordinary wear and tear.

12. NOTICE OF DEFECTS

The Tenant shall be obliged to give the Landlord's agents notice in writing of any damage or defects in the subjects or in the contents thereof within three days of the same having taken place or become apparent and to indemnify the Landlord against any additional loss occasioned to the Landlord through any failure by the Tenant to give the Landlord's agents such notice. The Landlord undertakes to repair any damage caused to the subjects by vandalism or criminal activity providing the Tenant notifies the Police within 24 hours of the Tenant becoming aware of the damage.

13. INSURANCE

The Landlord shall keep the subjects insured as regards Buildings and also Contents which belong to the Landlord. The Landlord shall have no liability for any items belonging to the Tenant. If the Tenant, through his actions or omissions, invalidates the Landlord's insurance, the Tenant accepts responsibility for any losses incurred by the Landlord. If any breach of contract by the Tenant leads to increased insurance premiums of the Landlord, the Tenant shall be liable for the increased cost.

14. USE OF SUBJECTS

The subjects are let as a private dwellinghouse and may not be used for any other purpose whatsoever. The Tenant shall reside in the subjects and he shall keep it well heated and ventilated for its proper preservation. The Tenant undertakes not to carry on any formal or registered trade, business or profession from the subjects.

15. CLEANING

The Tenant will keep the subjects and the contents thereof within the subjects in a good and clean condition throughout the period of this lease and shall leave it in a like condition at the waygoing of the Tenant. The Tenant shall pay for any cleaning that may be required to reinstate the subjects to the same order that it was provided at the beginning of the Tenancy, including the washing or cleaning of all carpets and curtains which have been soiled during the Tenancy and the cleaning of all windows.

16. ASSIGNATION AND SUB-LETTING

The Tenant shall not assign nor sub-let nor in any other manner give over the occupation of the subjects to a third party without the consent in writing of the Landlord's agents.

17. ACCESS

The Landlord and the Landlord's agents shall retain sets of keys for the subjects which can be used in the following circumstances:

- a) in the presence of the Tenant (for example where the Tenant's keys have been lost or mislaid);
- b) for the Landlord or anyone acting on his behalf to enter the subjects for the purpose of carrying out maintenance, repair or inspection, providing that a minimum of 24 hours' written notice of intention to carry out maintenance, repair or inspection (to be given by letter, text message, telecommunications or by electronic mail) is given to the Tenant, or one of the tenants where there are more than one;
- c) for the Landlord or anyone acting on his behalf to enter the subjects at all reasonable times in the day within the last two months of the Tenancy to view the subjects with prospective occupiers;
- d) to allow the Landlord's agents to provide a spare set of keys to the Tenant should keys be lost;
- e) for the Landlord or anyone acting on his behalf to enter the subjects in accordance with clause 36 of this lease;
- f) to allow the Landlord or anyone acting on his behalf to enter the subjects without written permission in the case of an emergency (for example a burst pipe or similar) only after he has made reasonable attempts to get the Tenant's permission but was unable to do so. Should the tenant agree access and then fail to grant access any additional costs incurred by the Landlord will be passed to the Tenants to settle this within 7 days or can be deducted from the Tenant's deposit at the end of the tenancy.

18. NOISE AND NUISANCE

The Tenant or anyone living with the Tenant or the visitors must not act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Tenant's house. "Antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. "Harassment" of a person includes causing alarm or distress. "Conduct" includes speech. "A Course of Conduct", means antisocial behaviour on at least two occasions.

In particular, the Tenant or anyone living with the Tenant or the visitors must not:

- a) make excessive noise. This includes, but is not limited to, the use of televisions, stereos, musical instruments and DIY tools;
- b) fail to control pets properly or allow them to foul or cause damage to other peoples' property;
- c) allow visitors to the property to be noisy or disruptive;
- d) use the house or allow it to be used for illegal or immoral purposes;
- e) vandalise or damage the Landlord's property or any part of the common parts or neighbourhood;
- f) leave rubbish either in unauthorised places or at inappropriate times;
- g) allow their children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- h) harass, threaten or assault any other Tenant, member of their household, visitors, neighbours, employees of the Landlord or any other person or persons in the property, or neighbourhood, for whatever reason. This includes but is not restricted to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other beliefs, or other status;
- i) use or carry offensive weapons;
- j) use or sell unlawful drugs or sell alcohol or any other contraband;
- k) store or bring on to the subjects any type of firearm or firearm ammunition including any replica.

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.

19. ANTISOCIAL BEHAVIOUR ORDER

The Tenant shall inform the Landlord's agents in the event that the Local Authority contacts the Tenant in relation to any potential application for an antisocial behaviour order ("ASBO") in terms of the Antisocial Behaviour etc. (Scotland) Act 2004. In the event that an ASBO is granted against the Tenant, the Tenant shall indemnify the Landlord against any losses (financial or otherwise) suffered by the Landlord as a result of said order.

20. LOCKS AND KEYS

The Tenant shall not alter or change or install any locks on any doors or windows in or about the subjects or have any additional keys made for any locks without the prior written consent of the Landlord's agents.

21. PETS

The Tenant shall not keep any animals, birds, or other living creatures at the subjects without

the Landlord's agents' written consent. Such consent, if granted, shall be revocable at any time by the Landlord's agents. If consent is given all carpets and soft furnishings should be professionally cleaned and the end of the tenancy. Receipts should be given as evidence for this and if no receipts are given the Landlord has the right to instruct professional cleaners and charge the cost to the tenants deposit.

22. ELECTRIC LIGHTS

The Tenant shall keep all electric lights in good working order and in particular shall replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.

23. GROUNDS AND GARDENS

In the event that the subjects have a private or allotted garden and to the extent that this is not maintained by Property Managers the Tenant undertakes to maintain the garden in a neat tidy and weed-free condition and to keep any lawn and hedges properly and regularly cut. The tenant must not lop, cut down or remove or otherwise injure any trees shrubs or plants growing upon the accommodation nor alter the general character of the garden with exception of pruning, etc. The Tenant agrees to cultivate the garden in a reasonable manner throughout the tenancy according to the season of the year. Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs cost in bringing the garden up to a reasonable standard at the termination of the tenancy, the Tenant will be liable for said costs which may be deducted from the tenant's deposit.

24. SUBJECTS UNATTENDED

The Tenant shall notify the Landlord's agents before leaving the subjects if, at any time, the subjects are to be left unoccupied for a period in excess of fourteen days. The Landlord or the Landlord's agents shall be entitled to arrange for regular inspections of the subjects by the Landlord, his representatives, his Agents, or a member of their staff while the subjects are unoccupied. The Tenant shall be responsible for the reasonable costs of such inspections. The Tenant shall drain the central water system in the subjects if the subjects are to be left unoccupied and unheated for more than forty eight hours at any time during the winter months. The Tenant shall be responsible for making good any damage caused by the busting of internal water pipes, cisterns, boilers or the like in the event of the system not having been drained. If the Tenant shall have left the subjects unoccupied for more than twenty eight days, without having given any explanation of his whereabouts, the Landlord can re-enter the subjects on the assumption that the Tenant has abandoned their tenancy. The Tenant shall properly secure all locks and bolts to the doors, windows and other openings when leaving the subjects unattended.

25. CORRESPONDENCE

The Tenant shall send, within seven days of receipt thereof, to the Landlord's agents all correspondence addressed to the Landlord or Landlord's agents and any notice, order or proposal relating to the subjects, or any building of which the subjects forms part, given, made or issued under virtue of any statute, regulation, order, direction or by-law by any authority. The Tenant is responsible for redirecting his own mail at the end of the tenancy and the Landlord or the Landlord's agents will not do so and not be responsible for any losses arising from this omission.

26. AUTHORISATION

The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies or suppliers (including electricity, gas, water, internet, television

and telephone) to discuss and disclose to the Landlord's agents all financial and other information relating to the subjects or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the subjects with rent or other money owing.

27. FIRES AND SMOKING

Within the subjects there shall be no smoking nor shall there be any fire or open flames within the fireplace or elsewhere other than that of any gas cooker, hob, oven or boiler. The Tenant shall be responsible for regularly testing all smoke and any other alarms in the subjects and replacing batteries where necessary.

28. AUDIO VISUAL EQUIPMENT

In the event that a television, DVD / VHS player or music system have been left in the subjects these will be accepted in their condition at the date of entry and in the event of any breakdown or fault during the period of tenancy no repairs will be carried out to nor replacement made of the said items. The Tenant shall obtain a Television License for the duration of his tenancy.

29. PAYMENT FOR REPAIRS

The Tenant will be liable for the cost of repairs where the need for them is attributable to his fault or negligence, that of any person residing with him or that of any guest of his.

30. GAS SAFETY

The Landlord shall instruct an annual Gas safety check on all gas pipe work and gas fuelled appliances. The check shall be carried out by a Gas Safe registered installer. The Landlord or the Landlord's agent shall provide a copy of the Landlord's Gas Safety Record to the Tenant. The Gas Safety (Installation and Use) Regulations 1998 place duties on Tenants to report any defects with gas pipe work or gas appliances that they are aware of to the Landlord or the Landlord's agents. The Tenant is forbidden to use any appliances that have been deemed unsafe by a gas contractor or have been disconnected from the gas supply. If the carbon monoxide detector is not working the tenant is responsible to promptly inform the landlord or agent.

31. MISUSE OF DRUGS ACT

The Tenant shall ensure that no substances or drugs which are prohibited in terms of the Misuse of Drugs Act, 1971 and any other Statutes amending same, shall be kept within the subjects. The Tenant hereby declares that he is the occupier of the subjects for the purposes of the said Acts.

32. ALTERATIONS

The Tenant shall not make any structural alterations or alterations to fittings and fixtures. Any request for adaptations, auxiliary aids or services in terms of the Disability Discrimination Act 2006 or the Housing (Scotland) Act 2006 must be made in writing to the Landlord's agents. Consents to alterations requested under this legislation will not be unreasonably withheld.

33. WASTE DISPOSAL

The Tenant agrees to dispose of all waste in an appropriate manner and at the appropriate time. Waste must not be placed anywhere in the common areas at any time. The Tenant must take reasonable care to ensure that the waste is properly bagged. If waste is normally collected from the street it should not be put out any earlier than 7am on the day of collection. Waste containers should be returned to their normal storage places as soon as possible after

the waste has been collected. The Tenant must comply with any local arrangements for the disposal of large items (such as large electrical items).

34. ITEMS LEFT IN THE SUBJECTS

If, following vacating the property, any of the Tenant's personal possessions remain in the subjects, then the Landlord or the Landlord's Agents shall be entitled to dispose of same as he or they deem fit, and the Tenant will be deemed to have relinquished his ownership of such items. The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the subjects. The costs may be deducted from the deposit and if there are any costs remaining they will remain the Tenant's liability.

35. DATA PROTECTION

The Tenant hereby acknowledges that his personal information will be held for the purposes of administering and managing the tenancy. For the avoidance of doubt, the Tenant accepts that in the course of administering the tenancy, either during or after the Tenant's occupation of the subjects, personal information may be shared with third parties to prevent fraud and ensure all outstanding sums due (whether rent, utilities or otherwise due by the Tenant) in respect of the Tenant's occupation of the subjects are paid.

36. NO RESPONSE BY THE TENANT TO A REQUEST FOR ACCESS

If, after reasonable attempts to contact the Tenant have failed, or if the Tenant is contacted but does not respond to the Landlord or the Landlord's agents within two working days of such contact, then the Landlord or the Landlord's agents shall be entitled to enter the premises without further reference to the Tenant, if the Landlord or the Landlord's agents have reasonable grounds for believing that the Tenant has vacated the premises, or if the Landlord or the Landlord's agents have arranged for prospective Tenants or purchasers to view the premises.

37. PERMISSIONS

Wherever in this agreement the permission of the Landlord or Landlord's agents is required, that permission will not be unreasonably withheld.

38. VERMIN AND OTHER PESTS

The tenant is responsible for the eradication of vermin and other pests if the infestation occurs after one week of the date of entry.

39. CONTROL OF CONDENSATION

To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required to stop the build-up of mould spores and growth. So as to prevent damage to the premises, its fixtures or fittings.

40. CONTROL OF LEGIONELLA RISK

The tenant will undertake the following action to reduce the risk of legionella bacteria contamination in the water system

a) Where any water outlet is not used at least once a week it should be flushed for a period of two minutes on a weekly basis to prevent water stagnating in the pipe work. Aerosol production should be minimized during flushing.

b) Dismantle, clean and de-scale shower heads and hoses on a quarterly basis or as necessary.

41. ENDING THE TENANCY

The Landlord hereby gives notice to the Tenant that the Landlord may seek an order for recovery of possession of the premises in terms of the Housing (Scotland) Act 1988. The Landlord may seek to recover possession on one or more of the grounds set out in schedule 5 of the Housing (Scotland) Act 1988. These grounds are as follows –

Grounds 1-8 set out in Part 1 below are mandatory grounds: that is, if they are established the Sheriff must grant an order for possession.

Grounds 9-17 set out in Part II below are discretionary grounds. Even if they are established, the Sheriff will grant an order for possession only if he believes it is reasonable to do so.

HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 5 PARTS I AND II

Grounds 1-8 set out in Part 1 below are mandatory grounds: that is, if they are established the Sheriff must grant an order for possession.

Grounds 9-17 set out in Part II below are discretionary grounds, that is even if they are established, the Sheriff will grant an order for possession only if he believes it is reasonable to do so.

Ground 1

Not later than the beginning of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this Ground or the sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case)-

- (a) at any time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the house as his only or principal home; or
- (b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the house as his or his spouse's only or principal home, and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title from the landlord who gave the notice mentioned above acquired the landlord's interest in the tenancy for value.

Ground 2

The house is subject to a heritable security granted before the creation of the tenancy and-

- (a) as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- (b) either notice was given in writing to the tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

Ground 3

The house is let under a tenancy for a specified period not exceeding eight months and-

- (a) not later than the date of commencement of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be

recovered under this Ground; and

(b) the house was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-

(i) not exceeding eight months, if it is determinable at the option of the landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and

(ii) exceeding eight months, if it confers on the tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

Where the house is let under a tenancy for a specified period not exceeding 12 months and-

(a) not later than the date of commencement of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this Ground; and

(b) at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 to this Act; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-

(i) not exceeding 12 months, if it is determinable at the option of the landlord (other than in the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and

(ii) exceeding 12 months, if it confers on the tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is not determinable as mentioned in paragraph (i) above.

Ground 5

The house is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and-

(a) not later than the beginning of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the sheriff is satisfied that the house is required for occupation by such a minister or missionary as such a residence.

Ground 6

The landlord who is seeking possession or, where the immediate landlord is a registered housing association within the meaning of the [1985 c. 69.] Housing Associations Act 1985, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the house or to carry out substantial works on the house or any part thereof or any building of which it forms part and the following conditions are fulfilled (and in those conditions the landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant landlord")—

(a) either-

(i) the relevant landlord (or, in the case of joint relevant landlords, any one of them) acquired his interest in the house before the creation of the tenancy; or

(ii) none of the following persons acquired his interest in the house for value—

- (a) the relevant landlord (or, in the case of joint relevant landlords, any one of them);
- (b) the immediate landlord (or, in the case of joint immediate landlords, any one of them), where he acquired his interest after the creation of the tenancy;
- (c) any person from whom the relevant landlord (or any one of joint relevant landlords) derives title and who acquired his interest in the house after the creation of the tenancy; and
- (b) the relevant landlord cannot reasonably carry out the intended work without the tenant giving up possession of the house because-
 - (i) the work can otherwise be carried out only if the tenant accepts a variation in the terms of the tenancy and the tenant refuses to do so;
 - (ii) the work can otherwise be carried out only if the tenant accepts an assured tenancy of part of the house and the tenant refuses to do so; or
 - (iii) the work can otherwise be carried out only if the tenant accepts either a variation in the terms of the tenancy or an assured tenancy of part of the house or both, and the tenant refuses to do so; or
 - (iv) the work cannot otherwise be carried out even if the tenant accepts a variation in the terms of the tenancy or an assured tenancy of only part of the house or both.

Ground 7

The tenancy has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the sheriff so directs, after the date on which, in his opinion, the landlord (or, where there are joint landlords, any of them) became aware of the former tenant's death. For the purposes of this Ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8

Both at the date of the service of the notice under section 19 of this Act relating to the proceedings for possession and at the date of the hearing, at least three months rent lawfully due from the tenant is in arrears.

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10

The following conditions are fulfilled-

- (a) the tenant has given a notice to quit which has expired; and
- (b) the tenant has remained in possession of the whole or any part of the house; and
- (c) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (d) the tenant is not entitled to possession of the house by virtue of a new tenancy.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent, which has become lawfully due.

Ground 12

Some rent lawfully due from the tenant-

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 13

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 14

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any one of joint tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a tenant or a sub-tenant of his, the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this Ground, "the common parts" means any part of a building containing the house and any other premises, which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

Ground 15

The tenant, a person residing or lodging in the house with the tenant or a person visiting the house has-

- (a) been convicted of-
 - (i) using or allowing the house to be used for immoral or illegal purposes; or
 - (ii) an offence punishable by imprisonment committed in, or in the locality of, the house; or
- (b) acted in an anti-social manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- (c) pursued a course of anti-social conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "anti-social", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and "tenant" includes any one of joint tenants."

Ground 16

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 17

The house was let to the tenant in consequence of his employment by the landlord seeking

possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

42. NOTICES

Any notice, consent or approval under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if sent by Recorded Delivery Post or by Sheriff Officers to the Tenant at the leased subjects. Any notice to the Landlord shall be sufficiently served if sent by Recorded Delivery Post to the Landlord's agents, Umega Lettings at 1A Marchmont Crescent, Edinburgh, EH9 1HN.

43. INTERPRETATION

In this Lease, unless there be something in the subject or context inconsistent therewith, for the purposes of this lease words importing the masculine gender shall include the feminine gender and vice versa; words importing the singular shall include the plural and vice versa; where there are two or more persons included in the expression "the Tenant" the obligations and conditions incumbent upon and expressed to be made by "the Tenant", including payment of the rent, shall be held to bind all such persons jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order; and where, in terms hereof, the Tenant is obliged to refrain from doing something, the relevant obligation shall include a requirement that the Tenant shall not permit or suffer the thing in question to be done by others; and any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, rules, orders, plans, regulations, permissions, notices and directions for the time being made, issued or given thereunder or deriving validity therefrom.

In signing this lease and taking entry to the subjects, we, XXX, residing at XXX acknowledge that we were served Form AT5, before the creation of this tenancy, and that we received a copy of the Landlord Gas Safety Certificate, Electrical Installation Condition Report and Portable Appliance Test report, and that we understand this tenancy to be a Short Assured Tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988. We confirm that we have made a full and true disclosure of all information sought by the Landlord's agents in connection with the granting of this tenancy. We confirm that we have not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's agents' decision to grant the tenancy. All parties consent to registration hereof for preservation and execution.

IN WITNESS WHEREOF

X.....

Signature of witness

.....

Print name of witness

.....

Address of witness

.....

Date and time of signature

X.....

Signature of Landlord's agent

.....

Print name of Landlord's agent

.....

Place of signature

.....

Date and time of signature

X.....
Signature of witness
.....
Print name of witness
.....
Address of witness
.....
Date and time of signature

X.....
Signature of Tenant
Mr Jordan Dow
.....
Place of signature
.....
Date and time of signature

X.....
Signature of witness
.....
Print name of witness
.....
Address of witness
.....
Date and time of signature

X.....
Signature of Tenant
Mr Daniel Taylor
.....
Place of signature
.....
Date and time of signature

X.....
Signature of witness
.....
Print name of witness
.....
Address of witness
.....
Date and time of signature

X.....
Signature of Tenant
Ms Samuel Harwood
.....
Place of signature
.....
Date and time of signature

X.....
Signature of witness
.....
Print name of witness
.....
Address of witness
.....
Date and time of signature

X.....
Signature of Tenant
Mr Angus Boyd
.....
Place of signature
.....
Date and time of signature