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**06 March 2018**

## **Scottish Private Residential Tenancy Agreement**

### **SECTION 1: HOW TO USE THIS AGREEMENT**

A Landlord is under a duty to provide the written terms of a private residential tenancy under section 10 of the Private Housing (Tenancies) (Scotland) Act 2016 ("the Act").

The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017 provide that if a Landlord chooses not to use the Model Private Residential Tenancy Agreement, the Landlord is still legally required to give a Tenant a copy of the Private Residential Tenancy Statutory Terms Supporting Notes.

### **SECTION 2: GLOSSARY OF TERMS AND INTERPRETATION**

In this Agreement, the following words have these meanings except where the content indicates otherwise:

- **The Act:** The Private Housing (Tenancies) (Scotland) Act 2016
- **Assignment:** where a Tenant transfers his or her rights to a private residential tenancy (or share in a joint tenancy) to another person, subject to obtaining the Landlord's prior written permission.
- **Common Parts:** in relation to the Let Property, the structure and exterior of, and any common facilities within or used in connection with, the building or part of a building which includes the Let Property but only in so far as the structure, exterior and common facilities are not solely owned by the owner of the Let Property.
- **Eviction ground:** one or more of the grounds named in schedule 3 of the Act on the basis of which an eviction order may be issued by the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal").
- **Fixed carbon-fuelled appliance:** an appliance that is attached to the building fabric or

connected to a mains fuel supply and burns fuel to produce energy.

- Guarantor: a third party, such as a parent or close relative, who agrees to pay rent if the Tenant does not pay it and meet any other obligation that the Tenant fails to meet. The Landlord can take legal action to recover from a guarantor all payments of rent, any other obligations under this Agreement, and any other payments due to the landlord which the Tenant is required to pay under this Agreement.
- House in Multiple Occupation (HMO): living accommodation is an HMO if it is occupied by three or more adults (aged 16 or over) from three or more families as their only or main residence and comprises either a house, premises or a group of premises owned by the same person with shared basic amenities (a toilet, personal washing facilities, and facilities for the preparation or provision of cooked food) as defined in section 125 of the Housing (Scotland) Act 2006.
- Jointly and severally liable: where there are two or more Joint Tenants, each Joint Tenant is fully liable to the Landlord(s) for the obligations of the Tenant under this Agreement including, in particular, the obligation to pay rent. Likewise, each joint Landlord is fully liable to the Tenant(s) for the obligations of the Landlord under this Agreement.
- Landlord: includes any Joint Landlord (also see 'Jointly and severally liable' above).
- Let Property: the property rented by the Tenant from the Landlord.
- Letting Agent: works for the Landlord of a Let Property and offers a range of services from finding suitable Tenants, collecting rent, arranging repairs etc.
- Neighbour: any person living in the neighbourhood.
- Neighbourhood: the local area of the Let Property.
- Overcrowding: a house is regarded as being overcrowded if it fails either of two tests - the room standard and/or the space standard (see definition of each test below).
- Private Residential Tenancy: a tenancy where the property is let to an individual as a separate dwelling; the Tenant occupies all or part of it as the Tenant's only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Act.
- Registered Landlord: a person who is entered in the register prepared and maintained by the local authority for the purposes of Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004.
- Rent: any sum payable periodically by the Tenant to the Landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
- Rent-increase notice: the notice that a Landlord under a private residential tenancy must use when notifying a Tenant of a proposed rent increase.
- Rent officer: an independent officer appointed by law who can decide how much rent is payable under a private residential tenancy. He or she can also decide the amount that a

Landlord can add when increasing the rent in a rent pressure zone to reflect any improvements made to a Let Property.

- Rent Pressure Zone (RPZ): a defined area in which Scottish Ministers have put a cap on how much rents for existing Tenants can be increased by each year. Any cap set by Scottish Ministers will be at least consumer prices index (CPI) plus 1%, and can last for up to 5 years. Landlords with property within a rent pressure zone can apply to a rent officer for an additional amount of rent to reflect any improvements they have made to the Let Property.
- Statutory terms: the terms which apply to every private residential tenancy.
- Tenant: includes any joint Tenant or joint sub-Tenant (also see "Jointly and severally liable' above).
- The Tribunal: the First-tier Tribunal for Scotland Housing and Property Chamber, the body which deals with all civil disputes arising from a private residential tenancy.
- The room standard: this is contravened when two people of opposite sexes, who are not living as husband and wife, have to sleep in the same room. This does not apply to children under 10. The rooms regarded as sleeping accommodation are defined as being 'of a type normally used in the locality either as a bedroom or as a living room'.
- The space standard: sets limits on the number of people who can occupy a house, relative to both the number and floor area of the rooms available as sleeping accommodation. For this purpose, children aged at least one but less than 10 count as half of a person, while children under the age of one do not count at all. Rooms of less than 50 square feet are not taken into account.

Declaring for the purposes of this Agreement that words importing the masculine gender shall include the feminine gender and vice versa; words in the singular include the plural and vice versa, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions to be met by "the Tenant", including payment of the rent, apply to all such persons jointly and severally and their respective executors and representatives whomsoever without the necessity of discussing them in their order; and where, in terms of this Agreement, 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, issues or given thereunder or deriving validity therefrom.

### SECTION 3: SCOTTISH PRIVATE RESIDENTIAL TENANCY AGREEMENT

#### 1. TENANT

Name(s) and Address(es):

(1) Mr Example Tenant, 5b Example Road Edinburgh EH12 4DF

("the Tenant(s)")

Where this is a joint tenancy, the term "Tenant" applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable for all of the obligations of the Tenant under this Agreement. In the event this tenancy is a joint tenancy all tenants acknowledge that, for the purposes of the tenancy deposit, the person first named on this Agreement 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 Agreement acknowledge that the lead tenant will be responsible for and administer the repayment process, communication with the scheme and the dispute resolution mechanism, if applicable, and will receive payment or the deposit of part thereof from said scheme. 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 his Agent.

Email address(es):

Tenant (1) Email Address: amber@umega.co.uk

Telephone number(s):

Tenant (1) Telephone number: 0131 333 3333

## 2. LETTING AGENT

Name: Umega Lettings

or such other Agent as the Landlord may from time to time appoint. For the avoidance of doubt, the Landlord may decide to undertake the management of the Let Property personally.

Address: 1A Marchmont Crescent, Edinburgh, EH9 1HN

Telephone number: 0131 221 0888

Agent registration number: 83875/230/21120

Email address: info@umega.co.uk

## 3. LANDLORD

Landlord (1): Dr Example Landlord

Care of Umega Lettings, 1A Marchmont Crescent, Edinburgh, EH9 1HN

Landlord (1) Registration number: 12345/678/91011

#### 4. COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using hard copy by personal delivery or recorded delivery or the email addresses set out in clauses 1 and 2 above.

For communication by email it is essential that the Landlord(s) and Tenant(s) consider carefully whether this option is suitable for them. It should be noted that notices may be sent by email; this includes important documents such as a rent-increase notice and a notice to leave the Let Property.

To ensure all correspondence can be received and read in good time, the Landlord(s) and Tenant(s) agree to inform each other as soon as possible of any new correspondence address or email address which is to be used instead of those notified in this Agreement, and in any event within seven days of the change.

If sending a document electronically or by recorded delivery post, the document will be regarded as having been received 48 hours after it was sent, unless the receiving party can provide proof that he or she received it later than this. This extra delivery time should be factored into any required notice period.

#### 5. DETAILS OF THE LET PROPERTY

Address: 8 Example Crescent, Flat 99, Gyle, Edinburgh, EH12 5FT

("the Let Property")

and (under explanation that any loft and attic are only to be used for the purposes of access for maintenance work instructed by the Landlord or his Letting Agent unless otherwise agreed in writing) together with the whole furnishings, plenishings and effects therein (hereinafter referred to as "the contents") all as detailed in the inventory.

Type of property: Flat/Apartment

Any other areas/facilities included with the Let Property:

Any shared areas/facilities:

Any excluded areas/facilities: Not specified

The Let Property is furnished. See the inventory for further details.

The Let Property is not located in a rent pressure zone.

If Scottish Ministers have designated the area that the Let Property is located in as a rent pressure zone, there will be a cap on the amount that the rent can be increased. You can check whether the Let Property shown above is located in a rent pressure zone on the Scottish Government's website: <https://www.mygov.scot/rent-pressure-zone-checker/>

The Let Property is not a House in Multiple Occupation (HMO).  
HMO Property 24-hour contact number: 0131 221 0888

## 6. START DATE OF THE TENANCY

The private residential tenancy will start on: Monday 1 January 2018 ("the start date of the tenancy").

## 7. OCCUPATION AND USE OF THE PROPERTY

The Tenant agrees to continue to occupy the Let Property as his or her home and must obtain the Landlord's written permission before carrying out any trade, business or profession there.

## 8. RENT

The rent is £800 date per calendar month payable in advance.

The first payment will be paid in cleared funds on or before Monday 1 January 2018 and will be for the sum of £800.00 (the maximum amount of rent which can be paid in advance is 6 months' rent).

Thereafter payments of £800 must be received on the 1st and then subsequently on or before the same date each calendar month thereafter until termination of this tenancy agreement.

The rent shall be paid by Bankers' Standing Order to the following bank account: Bank of Scotland, 20-22 Shandwick Place, Edinburgh Sort Code: 80-11-20 Account number: 10160860 (Umega Ltd).

(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances.)

It shall be the Tenant's responsibility to cancel Standing Order payments for rent at the termination of the period of let. The Tenant shall not effect such cancellation until after the last rent payment due hereunder has been received by the Landlord.

Interest on late payment of rent may be charged by the Landlord at eight per cent per year from the date on which the rent is due until payment is made.

The Tenant shall be held liable for any further reasonable costs incurred by the Landlord through the Tenant's failure to pay rent on time including, but not limited to, any administrative charges or late fees made by the Landlord's bank, any expenses incurred by the Landlord in pursuing the Tenant for payment of said unpaid rent, legal or otherwise.

## 9. RENT RECEIPTS

Where any payment of rent is made in cash, the Landlord must provide the Tenant with a dated written receipt for the payment stating: the amount paid, and either (as the case may be) the amount which remains outstanding, or confirmation that no further amount remains outstanding.

## 10. RENT INCREASES

The rent cannot be increased more than once in any twelve-month period and the Landlord must give the Tenant at least three months' notice before any increase can take place. In order to increase the rent, the Landlord must give the Tenant a rent-increase notice, the content of which is set out in 'The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017'. The notice will be sent using the communication method agreed in the 'Communication' clause above.

Within 21 days of receiving a rent-increase notice, the Tenant can refer the increase to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable, unless the property is located in a rent pressure zone (RPZ). Before submitting a referral to a rent officer for rent adjudication, the Tenant must complete Part 3 of the rent-increase notice and return it to his or her Landlord to notify the Landlord of his or her intention to make a referral to a rent officer. Failure to return Part 3 to the Landlord will mean that the rent increase will take effect from the date proposed in the notice.

If the Let property is located within a rent pressure zone, the Tenant cannot refer a rent increase to a rent officer as Scottish Ministers will have set a cap on the maximum amount the rent can be increased.

## 11. DEPOSIT

The Landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 working days of the start date of the tenancy.

A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Ministers to hold and protect a deposit until it is due to be repaid.

At the start date of the tenancy or before, a deposit of £750 will be paid by the Tenant to the Landlord or his or her Agent in cleared funds. The Landlord will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit. The Tenant shall not be entitled to offset any part of the deposit against any rent due by him without the Landlord's prior written consent.

By law, the deposit amount cannot exceed the equivalent of two months' rent and cannot include any premiums. Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out work or performs any other obligation for which the Tenant is responsible, the Landlord can apply for reasonable costs to be deducted from any deposit paid by the Tenant.

The Landlord will be entitled to apply to the relevant Deposit Scheme and request deposit deductions for:

- any rent arrears, and any reasonable costs incurred by the Landlord through the Tenant's failure to pay rent on time; this includes, but is not limited to, any administrative charges or late fees made by the Landlord's bank, any costs associated with bounced cheques, or any expenses incurred by the Landlord in pursuing the Tenant for payment of said unpaid rent, legal or otherwise;
- breakages, losses or damage to the Let Property, furniture, fixtures and fittings for which the Tenant is liable in terms of this Agreement, the cost of repairing such damage to be assessed by the Landlord. 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;
- all sums and any reasonable costs incurred by the Landlord in respect of any cleaning or redecoration which may be required, but which the Tenant has failed to do to ensure the Let Property and contents are left in good tenable order in accordance with the terms of this Agreement, the cost of such cleaning to be assessed by the Landlord;
- 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 Agreement;
- the cost of replacement of keys provided but not returned and/or the cost of the replacement of corresponding locks;
- any outstanding bills/accounts for utilities, local authority taxes, or any other accounts opened by the Tenant in reference to the Let Property, including but not limited to gas, oil, electricity, internet, cable or satellite TV and telephone incurred during the period of let due by the Tenant;
- any legal fees, VAT and outlays incurred by the Landlord as a result of the Tenant's breach of this tenancy agreement, including the cost of court proceedings to recover possession of the Let Property;
- any other costs incurred by the Landlord through the Tenant's failure to fulfil the conditions of this Agreement.

The Landlord is entitled to transfer the deposit to a different Deposit Scheme if he or she wishes to do so. If he or she does, the Tenant will be informed of this. At the end of the tenancy the Landlord or the Tenant can ask the Deposit Scheme to repay the deposit to them. The Deposit 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 Deposit Scheme in accordance with the Deposit Scheme's rules. Any proportion of the deposit in dispute will be held by the Deposit Scheme pending the outcome of the Deposit Scheme's dispute resolution mechanism in accordance with the Deposit 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 Deposit 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 this tenancy agreement and all utility bills have been settled by the Tenant.

If the Tenant breaches any of the obligations of this tenancy agreement 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 tenancy agreement.

Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy Deposit Scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant.

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 Agreement 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 Agreement acknowledge that the lead Tenant will be responsible for and control the repayment process, communication with the Deposit Scheme and the dispute resolution mechanism, if applicable.

The Tenant shall not be entitled to offset any part of the deposit against any rent due by him without the Landlord's prior written consent.

More information can be found in the Tenancy Deposit Schemes (Scotland) Regulations 2011 (<http://www.legislation.gov.uk/ssi/2011/176/contents/made>).

## 12. SUBLETTING AND ASSIGNATION

Unless the Tenant has received prior written permission from the Landlord, the Tenant must not:

- sublet the Let Property (or any part of it);
- take in a lodger or paying guests;
- assign the Tenant's interest in the Let Property (or any part of it);
- otherwise part with, or give up to another person, possession of the Let Property (or any part of it).

## 13. NOTIFICATION ABOUT OTHER RESIDENTS

If a person aged 16 or over (who is not a Joint Tenant) occupies the Let Property with the Tenant as that person's only or principal home, the Tenant must tell the Landlord in writing that person's name, and relationship to the Tenant.

If that person subsequently leaves the Let Property the Tenant must tell the Landlord.

The Tenant will take reasonable care to ensure that anyone living with them does not do anything that would be a breach of this Agreement if they were the Tenant. If they do, the Tenant will be treated as being responsible for any such action and will be liable for the cost of any repairs, renewals or replacement of items where required.

When allowing a person to occupy the Let Property with the Tenant as that person's only or principal home, the Tenant must ensure that the Let Property does not become an unlicensed "house in multiple occupation" (HMO) (see Section 2: Glossary of Terms for definition of "house in multiple occupation"). The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, payable by the Landlord or his or her Agent as a result of the accommodation being, as a consequence of the Tenant's breach, deemed an unlicensed or unregistered "house in multiple occupation".

#### 14. OVERCROWDING

The number of people who may live in a Let Property depends on the number and size of the rooms, and the age, gender and relationships of the people. Living rooms and bedrooms are counted as rooms, but not the kitchen or bathroom. Terms detailing the definition of overcrowding can be found in Section 2: Glossary of Terms.

The Tenant must not allow the Let Property to become overcrowded. If the Let Property does become overcrowded, the Landlord can take action to evict the Tenant as the Tenant has breached this term of this Agreement.

#### 15. INSURANCE

The Landlord is responsible for paying premiums for any insurance of the building and contents belonging to him or her, such as those items included in the inventory. The Landlord will have no liability to insure 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.

The Tenant is responsible for arranging any contents insurance which the Tenant requires for his or her own belongings. The Tenant's belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant.

#### 16. ABSENCES

The Tenant agrees to tell the Landlord if he or she is to be absent from the Let Property for any reason for a period of more than 14 days. The Tenant must take such measures as the Landlord may reasonably require to secure the Let Property prior to such absence and take appropriate reasonable measures to meet the 'Reasonable Care' section below.

The Landlord shall be entitled to arrange for regular inspections of the Let Property by the Landlord, his or her representatives, his or her Agent, or a member of their staff while the

Let Property is unoccupied. The Tenant shall be responsible for the reasonable costs of such inspections.

## 17. REASONABLE CARE

The Tenant agrees to take reasonable care of the Let Property and any common parts, and in particular agrees to take all reasonable steps to:

- keep the Let Property adequately ventilated and heated to prevent condensation. Where condensation occurs, the Tenant shall be responsible for wiping, cleaning and drying affected surfaces in order to prevent the growth of mould or limescale and to prevent damage to the Let Property or any fixtures, fittings, or furniture;
- not bring any hazardous or combustible goods or material into the Let Property, notwithstanding the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances;
- not put any damaging oil, grease, paint or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- not flush anything other than bodily waste and toilet paper down the toilet;
- prevent water pipes freezing in cold weather;
- avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
- ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;
- not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms;
- not to hang any pictures or affix any posters to the walls without prior written consent from the Landlord. On receipt of said written consent the Tenant may only hang pictures on the walls of the Let Property; provided they are hung on proper picture hooks only resulting in as little damage to the walls as possible. The Tenant is expressly prohibited from using any drawing pins or any form of sticking substance, such as glue, sellotape or Blu-tack on the walls;
- not to keep any dog, cat or other pet without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the accommodation, deterioration in the common areas, nuisance to neighbours or in the locality of the Let Property;
- to have the chimneys swept regularly and the windows cleaned internally and externally every quarter;
- not use electrical equipment, appliances, multi-socket extenders or adaptors which might overload the existing electrical system;

- drain the central water system in the Let Property if the Let Property is 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.

## 18. THE REPAIRING STANDARD etc. AND OTHER INFORMATION

### THE REPAIRING STANDARD

The Landlord is responsible for ensuring that the Let Property meets the Repairing Standard.

The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The Landlord also has a duty to repair and maintain the Let Property from the start date of the tenancy and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. During the tenancy this duty applies only when the Tenant informs the Landlord of work required or the Landlord becomes aware of it in some other way (for example, an inspection visit). On becoming aware of a defect, the Landlord must complete the work within a reasonable time.

A privately rented Let Property must meet the Repairing Standard as follows:

- The Let Property must be wind and water tight and in all other respects reasonably fit for people to live in;
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order;
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order;
- Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in proper working order;
- Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed;
- The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire  
([https://beta.gov.scot/publications/fire-safety-guidance-private-rented-properties/Housing guidance on satisfactory provision for detecting and warning of fires - Scottish Government revised November 2016.pdf](https://beta.gov.scot/publications/fire-safety-guidance-private-rented-properties/Housing%20guidance%20on%20satisfactory%20provision%20for%20detecting%20and%20warning%20of%20fires%20-%20Scottish%20Government%20revised%20November%202016.pdf));
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas  
([https://beta.gov.scot/publications/carbon-monoxide-alarms-in-private-rented-properties-guidance/Carbon monoxide alarms in private rented housing - Scottish Government guidance revised November 2016.pdf](https://beta.gov.scot/publications/carbon-monoxide-alarms-in-private-rented-properties-guidance/Carbon%20monoxide%20alarms%20in%20private%20rented%20housing%20-%20Scottish%20Government%20guidance%20revised%20November%202016.pdf)).

More detail on the Repairing Standard is available on the Scottish Government website.

If the Tenant believes that the Landlord has failed to ensure that the Let Property meets the Repairing Standard at all times during the tenancy, he or she should discuss this with the Landlord in the first instance. If the Landlord does not rectify the problem within a reasonable time, the Tenant has the right to apply to the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal"). The Tribunal may reject the application; consider whether the case can be resolved by the Tenant and Landlord (for example, by agreeing to mediation); consider the application; or reject the case. The Tribunal has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

The Repairing Standard does not cover work for which the Tenant is responsible due to his or her duty to use the Let Property in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the Let Property.

In the case of destruction or damage resulting from fire, tempest, flood or other unavoidable accident the Landlord shall not be liable to rebuild or restore the Let Property, nor shall they be responsible for paying restitution or compensation to the Tenant for the temporary deprivation of occupancy of the Let Property resulting from the bursting, leakage, stoppage, overflow or other failure of water, gas, or oil pipes, or the failure, fusing or breakdown of electrical appliances as a result of any cause whatsoever.

#### STRUCTURE AND EXTERIOR:

The Landlord is responsible (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) for keeping in repair the structure and exterior of the accommodation.

#### GAS SAFETY:

The Landlord must ensure that there is an annual gas safety check on all gas pipework and gas appliances carried out by a Gas Safe registered engineer. The Tenant must be given a copy of the Landlord's Gas Safety certificate. The Landlord must keep certificates for at least 2 years. The Gas Safety (Installation and use) Regulations 1998 places duties on Tenants to report any defects with gas pipework or gas appliances that they are aware of to the Landlord. Tenants are forbidden to use gas appliances that have been deemed unsafe by a gas contractor or have been disconnected from the gas supply.

The Landlord must also ensure that a carbon monoxide detector is installed where there is a fixed carbon-fuelled appliance (excluding an appliance used solely for cooking) or where a fixed carbon-fuelled appliance is situated in an inter-connected space such as a garage. A carbon monoxide detector is also required in the bedrooms and main living room if a flue from a carbon-fuelled appliance passes through the room. "Carbon-fuelled" includes wood, coal and oil as well as gas.

#### ELECTRICAL SAFETY:

The Landlord must ensure that an electrical safety inspection is carried out at least every five years consisting of an Electrical Installation Condition Report (EICR) and Portable Appliance Testing (PAT) on appliances provided by the Landlord. The EICR must be completed by a suitably competent person.

The Tenant must be given a copy of the EICR and any PAT.

The Tenant shall not use electrical equipment which might overload the existing electrical system.

The Landlord is not liable for PAT testing portable appliances supplied by the Tenant. The Tenant is liable for any damage or loss caused as a result of any faulty portable appliances supplied by the Tenant.

#### SMOKE DETECTORS:

The Landlord must ensure that mains-powered smoke alarms are installed in (i) the room which is frequently used by the occupants for general daytime living purposes and (ii) every circulation space such as hallways or landings, there must also be a heat alarm in the kitchen. All alarms should be interlinked.

The Tenant shall be responsible for regularly testing all smoke and any other alarms in the Let Property and replacing batteries where necessary, and shall notify the Landlord immediately if any alarms are discovered to be faulty or ineffective. The Tenant shall not tamper with the smoke or any other alarms so as to disable them or make them ineffective. The Tenant shall be responsible for making good any damage caused or contributed to by him/her and/or those living with him/her and his/her visitors.

#### INSTALLATIONS:

The Landlord will keep in repair and in proper working order the installations in the Let Property for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Tenant or which the Tenant is entitled to remove).

#### ENERGY PERFORMANCE CERTIFICATE (EPC):

A valid EPC (not more than 10 years old) must be given to the Tenant at or before the start date of the tenancy, unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area.

#### FURNISHINGS:

Landlords should ensure that all upholstered furniture provided complies with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended, as evidenced by the permanent labelling. No furniture shall be introduced into the Let Property by the Tenant that does not comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended.

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

#### DEFECTIVE FIXTURES AND FITTINGS:

All fixtures and fittings provided by the Landlord in the Let Property should be in a reasonable state of repair and in proper working order. The Landlord will repair or replace any of the fixtures, fittings or furnishings supplied which become defective and will do so within a reasonable period of time. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property.

Subject to the Landlord's consent in writing the Tenant may install such fixtures as he or she 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 Let Property without the Landlord's consent in writing.

The Tenant shall not remove from the Let Property any of the furniture, fixings, fittings, or any other items detailed in the inventory without the prior written permission of the Landlord. Where such permission has been granted, the Tenant undertakes to store any items at their own cost. Tenants must ensure that any items are stored safely and securely and, at the termination of the Agreement, that they are returned to the positions described in the inventory or as found at the commencement of the Agreement.

#### REPAIR TIMETABLE:

The Tenant undertakes to notify the Landlord in writing as soon as is reasonably practicable of the need for any repair or emergency. The Landlord is responsible for carrying out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.

The Tenant must allow the Landlord reasonable access to the Let Property to enable the Landlord to fulfil their duties under the Repairing Standard (see the clause on 'Access for Repairs').

In the event of an emergency the Tenant shall allow the Landlord immediate access to the Let Property. The Tenant acknowledges that the Landlord shall be entitled to effect forcible entry to the Let Property if the Tenant refuses or fails to allow such access.

#### PAYMENT FOR REPAIRS:

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

#### INFORMATION:

In addition to this Agreement, the Landlord must give to the Tenant:

- a Gas Safety Certificate;
- electrical safety inspection reports (EICR and PAT);
- an Energy Performance Certificate (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

## 19. LEGIONELLA

The Tenant shall report any defect with the water supply including air conditioning units, shower, water tanks, taps and pipe that they are aware of to the Landlord. The Tenant is forbidden to use any appliances that have been deemed unsafe.

At the start of the tenancy and throughout, the Landlord must take reasonable steps to assess any risk from exposure to legionella to ensure the safety of the Tenant in the Let Property.

## 20. ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS

The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours' notice, or access is required urgently. Authorised purposes are carrying out work in the Let Property which the Landlord is required to or is allowed to, either by law, under the terms of this Agreement, or any other agreement between the Landlord and the Tenant; inspecting the Let Property to see if any such work is needed; and carrying out a valuation of the Let Property. The right of access also covers access by others such as a contractor or tradesman hired by the Landlord.

After such inspection the Landlord or his or her Agent may give the Tenant notice in writing of all dilapidations, cleaning or repairs necessary and by such notice require the Tenant to clean or repair the Let Property or contents as may be appropriate within one week of the service of such notice; and if the Tenant fails to execute the aforementioned work within the said period of one week, then the Tenant shall permit any person instructed by the Landlord or his or her Agent to enter the Let Property and execute such work on the understanding that the expenses thereof shall be paid by the Tenant to the Landlord or his or her Agent on demand; also declaring that the Tenant shall during the final two months of the tenancy allow access for the purpose of showing the Let Property to prospective future Tenants or purchasers.

There is nothing to stop the Tenant and Landlord from mutually agreeing more generous rights of access if both parties want to resolve a non-urgent problem more promptly.

The Landlord and/or his or her Agent shall retain sets of keys for the Let Property which can be used in the following circumstances:

- in the presence of the Tenant (for example where the Tenant's keys have been lost or mislaid);
- for the Landlord or anyone acting on his or her behalf to enter the Let Property for the purpose of carrying out maintenance, repair or inspection, providing that a minimum of 48 hours' written notice of intention to carry out maintenance, repair or inspection (to be given by letter or by electronic mail) is given to the Tenant;
- to install a notice board for re-letting or sale;
- to allow the Landlord or the Agent to provide a spare set of keys to the Tenant should keys be lost;



- for the Landlord or anyone acting on his or her behalf to enter the Let Property in accordance with Clause 45 of this Agreement;
- to allow the Landlord or anyone acting on his or her behalf to enter the Let Property without written permission in the case of an emergency (for example a burst pipe or similar) only after he or she has made reasonable attempts to get the Tenant's permission but was unable to do so.

The Landlord has no right to use retained keys to enter the Let Property without the Tenant's permission, except as set out above or in an emergency.

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 Agent within 24 hours of such contact, then the Landlord or the Agent shall be entitled to enter the Let Property without further reference to the Tenant, if the Landlord or the Agent have reasonable grounds for believing that the Tenant has vacated the Let Property, or if the Landlord or the Agent have arranged for prospective Tenants or purchasers to view the Let Property.

The Tenant shall notify the Landlord or his Agent, within seven days, of any Statutory Repair Notice or any other form of notification under planning, licensing or environmental or other legislation delivered to the Let Property.

In the event of an emergency the Tenant shall allow the Landlord immediate access to the Let Property. The Tenant acknowledges that the Landlord shall be entitled to effect forcible entry to the Let Property if the Tenant refuses or fails to allow such access.

## 21. RESPECT FOR OTHERS

The Tenant shall occupy the Let Property solely as a private dwellinghouse and shall neither do nor suffer to be done within the Let Property anything which in the reasonable opinion of the Landlord or the Agent constitutes a nuisance to neighbours.

The Tenant, those living with him/her, and his/her visitors must not engage in antisocial behaviour to another person. A person includes anyone in the Let Property, a neighbour, visitor, the Landlord, Agent or contractor.

"Antisocial behaviour" means behaving in a way which causes, or is likely to cause, alarm, distress, nuisance or annoyance to any person; or which amounts to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech.

In particular, the Tenant, those living with him/her, and his/her visitors must not:

- make excessive noise. This includes, but is not limited to, the use of televisions, computers, video game consoles, CD players, digital media players, radios and musical instruments and DIY and power tools;
- fail to control pets properly or allow them to foul or cause damage to other people's property;

- allow visitors to the Let Property to be noisy or disruptive;
- vandalise or damage the Let Property or any part of the common parts or neighbourhood;
- leave rubbish either in unauthorised places or at inappropriate times;
- allow any other person (including children) living in or using the property to cause a nuisance or annoyance to other people by failing to take reasonable steps to prevent this;
- harass any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason. This includes behaviour due to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status.

In addition, the Tenant, those living with him/her, and his/her visitors must not engage in the following unlawful activities:

- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol;
- have 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 Let Property. The Tenant hereby declares that he is the occupier of the Let Property for the purposes of the said Acts;
- store or bring into the Let Property any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms;
- use the Let Property or allow it to be used, for illegal or immoral purposes;
- threaten or assault any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason.

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

The Tenant shall inform the Landlord of any steps taken by the local police in relation to complaints relating to noise or any other complaint in respect of the use of the Let Property.

## 22. EQUALITY REQUIREMENTS

Under the Equality Act 2010, the Landlord must not unlawfully discriminate against the Tenant or prospective Tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

## 23. DATA PROTECTION

The Landlord must comply with the requirements of the Data Protection Act 1988 to ensure that the Tenant's personal information is held securely and only lawfully disclosed.

The Tenant hereby acknowledges that his or her 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 Let Property, 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 Let Property are paid.

## 24. ENDING THE TENANCY

This tenancy may be ended by:

(i) The Tenant giving notice to the Landlord;

- the Tenant giving the Landlord at least 28 days' notice in writing to terminate the tenancy, or any other minimum notice period as otherwise validly agreed between the Landlord and Tenant. Where the Landlord and Tenant agree to a notice period other than 28 days' notice, such agreement must be in writing. The tenancy will come to an end on the date specified in the notice. To end a joint tenancy, all the Joint Tenants must agree to end the tenancy. One Joint Tenant cannot terminate the joint tenancy on behalf of all Joint Tenants.

(ii) The Landlord giving notice to the Tenant, which is only possible using one of the 18 grounds for eviction set out in schedule 3 of the Act. This can happen either:

- by the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds, and the Tenant choosing to leave. In this case, the tenancy will come to an end on the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the Let Property, whichever is the later.

or:

- by the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds and then, if the Tenant chooses not to leave on the day after the notice period expires, subsequently obtaining an eviction order from the Tribunal on the stated eviction ground(s). In this case, the tenancy will come to an end on the date specified in the eviction order.

The Landlord can bring the tenancy to an end only if one of the 18 grounds for eviction apply. If the Landlord serves a Notice to Leave on the Tenant, he or she must specify which eviction ground(s) is being used, and give the reasons why they believe this eviction ground applies.

The amount of notice a Landlord must give the Tenant will depend on which eviction ground is being used by the Landlord and how long the Tenant has lived in the Let Property.

The Landlord must give the Tenant at least 28 days' notice if, on the day the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for six months or less, or if the eviction ground (or grounds) that the Landlord is stating is one or more of the following. The Tenant:

- is not occupying the Let Property as his or her only or principal home;
- has breached the tenancy agreement;
- is in rent arrears for three or more consecutive months;
- has a relevant criminal conviction;
- has engaged in antisocial behaviour;
- has associated with a person who has a relevant conviction or has engaged in antisocial behaviour.

The Landlord must give the Tenant at least 84 days' notice if, on the date the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for over six months and the Notice to Leave does not rely exclusively on one (or more) of the eviction grounds already mentioned in this paragraph.

The Landlord must secure repossession only by lawful means and must comply with all relevant legislation affecting private residential tenancies.

### SCHEDULE 3 TO THE ACT - EVICTION GROUNDS

Schedule 3 sets out the 18 grounds under which a Landlord may seek eviction.

#### MANDATORY EVICTION GROUNDS

If the Tribunal is satisfied that any of the mandatory eviction grounds exists, it must issue an eviction order. The eight mandatory grounds are:

- The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.
- Let Property to be sold by the mortgage lender.
- The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property.
- The Landlord intends to live in the Let Property as his or her only or principal home.
- The Landlord intends to use the Let Property for a purpose other than providing a person with a home.

- The Let Property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed; the Let Property has previously been used for that purpose; and the Let Property is required for that purpose.
- The Tenant is not occupying the Let Property as his or her only or principal home or has abandoned the Let Property.
- After the start date of the tenancy, the Tenant is convicted of using, or allowing the use of, the Let Property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the Let Property. The application must usually be made within 12 months of the Tenant's conviction.

## DISCRETIONARY EVICTION GROUNDS

Even if the Tribunal is satisfied that a discretionary ground exists, it will still have discretion on whether to issue an eviction order. The eight discretionary grounds are:

- A member of the Landlord's family intends to live in the Let Property as his or her only or principal home.
- The tenancy was entered into on account of the Tenant having an assessed need for community care and the Tenant has since been assessed as no longer having such need.
- The Tenant has breached the tenancy agreement - this excludes the payment of rent.
- The Tenant has acted in an antisocial manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring.
- The Tenant is associating in the Let Property with a person who has a relevant conviction or who has engaged in relevant antisocial behaviour. A relevant conviction is a conviction which, if it was the Tenant's, would entitle the Tribunal to issue an eviction order. Relevant antisocial behaviour means behaviour which, if engaged in by the Tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour.
- Landlord registration has been refused or revoked by a local authority.
- House in Multiple Occupation (HMO) license revoked by the local authority.
- Overcrowding statutory notice in respect of the Let Property has been served on the Landlord.

## EVICTION GROUNDS WITH BOTH A MANDATORY AND A DISCRETIONARY STRAND

These two eviction grounds have both a mandatory and a discretionary strand, so the Tribunal will have discretion over whether to issue an eviction order in some circumstances,

but not in others:

- The Tenant is in rent arrears. This ground is mandatory if, for three or more months, the Tenant has been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears are at least one month's rent. The Tribunal must also be satisfied that the arrears are not due to a delay or failure in the payment of a relevant benefit. This ground is discretionary if the Tenant has been in arrears of rent for three or more months, and on the first day the Tribunal considers the case, the arrears are less than one month's rent and the Tribunal is satisfied that it is reasonable on this basis to issue an eviction order. In deciding whether it is reasonable to evict, the Tribunal will consider whether the Tenant being in arrears is due to a delay or failure in the payment of a relevant benefit.
- The tenancy was granted to an employee and the Tenant is no longer an employee. This ground is mandatory if the application for eviction was made within 12 months of the Tenant ceasing to be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.

It shall be the Tenant's responsibility to cancel Standing Order payments for rent at the termination of the period of let. The Tenant shall not effect such cancellation until after the last rent payment due hereunder has been received by the Landlord.

When the tenancy ends, the Tenant will leave the contents in the rooms or places in which they were at the commencement of this tenancy agreement and be responsible for the washing or cleaning of all loose covers, curtains, blankets and carpets within the Let Property and remove all rubbish from the Let Property, and arrange with the Post Office for redirection of the Tenant's mail, declaring that the Landlord will not be responsible for forwarding any such mail.

In addition, before moving out of the Let Property, the Tenant must:

- leave it in a clean and tidy condition and in good decorative order;
- remove all property not belonging to the Landlord;
- make sure any lodgers, sub-tenants and anyone else living in the Let Property leaves at the same time;
- allow the Landlord and his or her Agent access to the Let Property, at reasonable times, to show round new Tenants or prospective purchasers;
- submit all the keys in the Tenant's possession to the Landlord;
- remove any fixtures and fittings installed without the Landlord's written permission and put right any damage caused;
- carry out any agreed repairs;
- replace any of the fixtures, fittings or furnishings in the Let Property which have been damaged or lost;
- give the Landlord a forwarding address.

If, following termination of the period of let hereunder, any of the Tenant's personal possessions remain in the Let Property, then the Landlord or the Agent 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 Let Property. The Landlord will have no responsibility to store or secure property belonging to the Tenant left in the Let Property but may elect to do so at his sole discretion. If the Landlord elects to store items he will notify the Tenant at the last known address. If the items are not collected within the timeframe set by the Landlord, the Landlord may dispose of the items by sale or otherwise and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the deposit and if there are any costs remaining they will remain the Tenant's liability.

## 25. CONTENTS AND CONDITION

The Tenant shall accept the Let Property as they stand as satisfactory in all respects, and shall keep the whole Let Property and contents in good, clean tenable order and repair and properly heated and aired at all times.

The Tenant will receive a copy of the inventory no later than the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the "start date of the tenancy" section) to ensure that the inventory is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the inventory will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms of the inventory.

The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on "Reasonable care"). Items to be replaced by the Tenant will be replaced by items of equivalent value and quality.

## 26. LOCAL AUTHORITY TAXES/CHARGES

The Tenant hereby declares that the Let Property will, for the whole period of let, be occupied by one or more individual persons as his, her or their only or principal home for the purposes of the Local Government Finance Act 1992. The Tenant accepts responsibility for payment of all Council Tax and water and sewerage charges or any local tax which may replace these, from the commencement of the tenancy until termination of same or vacant possession is afforded to the Landlord (whichever is the latter). The Landlord will have no responsibility in connection with any claim for exemption or relief from the said Tax which the Tenant might have.

The Tenant will notify the local authority that the Tenant is responsible for paying the Council Tax and any other associated charges.

The Tenant will advise the local authority of the start date and end date of the tenancy and apply for any exemptions or discounts that they may be eligible for.

## 27. UTILITIES

The Tenant shall be liable for the payment of all expenses arising from his or her occupation of the Let Property in addition to those set out in this Agreement, and, without prejudice to the foregoing generality, the Tenant shall, in particular, bear the costs of the Television Licence, the consumption of electricity and gas within the Let Property, 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 Let Property all up to the date of his/her waygoing from the Let Property. The said services shall be where appropriate taken in name of the Tenant during the period of the duration of this Agreement. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services at the end of the tenancy.

The Tenant has the right to change supplier if he or she pays the energy supplier directly for gas or electricity. This includes if the Tenant has a prepayment meter. The Tenant agrees to inform the Landlord if they choose to change the utilities supplier, and to provide the Landlord with details of the new supplier.

If the Tenant allows the meter to be changed from or to a pre-payment meter during the tenancy, the Tenant is responsible for the reasonable cost of changing the meter back over at the end of the tenancy, unless the Landlord wishes it to remain.

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 or the Agent all financial and other information relating to the Let Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Let Property with rent or other money owing.

In the event that the Let Property has oil fuelled heating the Tenant accepts the level of oil in the oil tank will be as measured prior to the commencement of the tenancy and undertakes to leave at least the same level of oil at the end of the Agreement however terminated and throughout the tenancy to maintain sufficient oil in the system to allow the central heating to operate effectively. In the event of the central heating breaking down due to lack of oil due to any failure on the part of the Tenant to maintain sufficient level of oil supplies the Tenant agrees to be responsible for any call out charge or other repair costs incurred by the Landlord to rectify any breakdown and generally at all times throughout the Tenancy to maintain and pay for regular deliveries.

In the event that the Let Property has gas containers the Tenant accepts the level of gas in the containers will be as measured prior to the commencement of the tenancy and undertakes to leave at least the same level of gas at the end of the Agreement however terminated and agrees at all times throughout the Tenancy to maintain and pay for regular deliveries.

## 28. SEPTIC TANKS



In the event that the Let Property is not on mains drainage and relies upon a septic tank, the Tenant agrees to ensure that these remain functional at all times including the removal of blockages and emptying and that it is emptied at the end of the tenancy.

## 29. ALTERATIONS

The Tenant agrees not to make any alteration to the Let Property, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord. Any decoration desired by the Tenant requires prior written approval from the Landlord, 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 written approval.

Any request for adaptations, auxiliary aids or services under section 37 of the Equality Act 2010 or section 52 of the Housing (Scotland) Act 2006 must be made in writing to the Landlord and any other owners of the common parts, where appropriate. Consent for alterations requested under this legislation should not be unreasonably withheld. If no consent is given for the adaptations you may appeal to the Tribunal in relation to section 52 (or sheriff court in relation to section 37) within 6 months of being notified of the decision. Before doing this, you may find it helpful to discuss your circumstance with your local Citizens Advice Bureau, Shelter Scotland or the local authority for the area where the Let Property is situated.

## 30. COMMON PARTS

In the case of a flatted Let Property, or any other Let Property having common parts the Tenant agrees, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway and to co-operate with other proprietors/properties in keeping the garden, back green or other communal areas clean and tidy or pay his/her contribution to the cost of such services.

## 31. PRIVATE GARDEN

In the event that the Let Property has a private or allotted garden 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 and established flowerbeds maintained. Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs costs in bringing the garden up to a reasonable standard at the end of the tenancy, the Landlord can apply for that cost to be deducted from the deposit.

The Tenant shall not cut, uproot, move or otherwise injure any trees, shrubs, or plants within the boundaries of any private garden included within the Agreement, nor shall they in any way alter the general appearance or layout of the garden with the exception of normal pruning, etc. The Tenant undertakes to cultivate the garden in a reasonable manner throughout the duration of the Agreement and in accordance with the season of the year.

## 32. ROOF

The Tenant is not permitted to access the roof without the Landlord's written consent, except in the case of an emergency. If the Let Property has an attic or loft it will only be used for the purposes of access for maintenance work instructed by the Landlord unless written permission is given by the Landlord.

### 33. BINS AND RECYCLING

The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged or recycled in the appropriate container. If rubbish is normally collected from the street, on the day of collection it should be put out by the time specified by the local authority. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after it has been collected. The Tenant must comply with any local arrangements for the disposal of large items.

### 34. STORAGE

Nothing belonging to the Tenant or anyone living with the Tenant or a visitor may be left or stored in the common stair if it causes a fire or safety hazard, or nuisance or annoyance to neighbours.

The Tenant shall ensure that at no time shall any bicycle be kept or brought into the Let Property and that no liability will attach to the Landlord in respect of any bicycles used by the Tenant or others visiting the Let Property and further ensure that all such bicycles will not occasion any nuisance or inconvenience to neighbouring residents.

### 35. DANGEROUS SUBSTANCES (including liquid petroleum gas)

The Tenant agrees to the normal and safe storage of any petroleum and/or gas, including liquid petroleum gas, for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances. The Tenant must not store, keep or bring into the Let Property or any store, shed or garage any other flammable liquids, explosives or explosive gases which might reasonably be considered to be a fire hazard or otherwise dangerous to the Let Property or its occupants or the neighbours or the neighbour's property.

### 36. PETS

The Tenant will not keep any animals or pets in the Let Property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common areas, nuisance either to neighbours or in the locality of the Let Property. Such consent, if granted, shall be revocable at any time by the Landlord.

The Tenant undertakes to meet the cost of any damage or soilage to the Let Property, common areas or garden, caused by the animal including but not limited to de-infestation where required. A professional deep steam clean to carpets and soft furnishings may be

required.

### 37. FIRES AND SMOKING

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the Let Property, without the prior written consent of the Landlord. The Tenant understands that if this clause is breached, the Landlord reserves the right to have the Let Property professionally cleaned and/or painted and/or re-carpeted and/or re-curtained and to hold the Tenant responsible for the costs.

The Tenant will not smoke in stairwells or any other common parts, nor will they permit visitors to do so.

There shall be no flames or open fires in the Let Property other than that of any gas cooker, hob, oven, or boiler, unless otherwise agreed in writing with the Landlord. In the event that the Let Property has fireplaces or wood burning stoves there shall be no fire or open flames within the fireplace or wood burning stove unless agreed in writing with the Landlord. The Tenant shall bring no gas appliances into the Let Property without written permission from the Landlord. Where any such permission is granted, the Tenant must ensure that any gas appliances are certifiably safe for use and that they are properly connected to the appropriate gas supply in the Let Property by a registered Gas Safe engineer. The Tenant must immediately stop using and remove any gas appliance brought into the Let Property by him/her which becomes unsafe or dangerous to the occupants, neighbours or the Let Property.

Where the Let Property has a chimney, and where prior written consent from the Landlord has been granted for use of said chimney, the Tenant will be liable for the cost of sweeping for all working chimneys by an insured and reputable contractor and to ensure that they are swept regularly throughout the duration of the Agreement. In particular, the Tenant shall ensure that they are swept at least once during the final week of the Agreement. The Tenant shall be responsible for providing the Landlord with a dated invoice for this on the final day of the Agreement.

### 38. 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.

### 39. LOCKS AND KEYS

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

If, at any point during the Agreement, the Tenant loses keys for the Let Property, or where keys are not returned at the end of the Agreement, the Tenant shall be liable to pay any costs incurred by the Landlord for replacing keys and/or changing corresponding locks.

The Tenant shall take all reasonable steps to safeguard the accommodation. The Tenant shall properly secure all locks and bolts to the doors, windows and other openings, and turn on any intruder alarm, when leaving the Let Property unattended.

#### 40. 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.

#### 41. ANTISOCIAL BEHAVIOUR ORDER

The Tenant shall inform the Landlord 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.

#### 42. CLEANING

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

#### 43. ITEMS BROUGHT INTO THE LET PROPERTY

The Tenant will be liable for any damage occasioned, whether decorative or more substantial, by bringing into or removing from the Let Property furniture or other large goods. The cost of rectification will be deducted from the deposit.

#### 44. NO RESPONSE BY THE TENANT TO A REQUEST FOR ACCESS

If the Landlord or the Agent have reasonable grounds for believing that the Tenant has vacated the Let Property then, after reasonable attempts to contact the tenant have failed, or if the Tenant is contacted but does not respond to the Landlord or the Agent within two working days of such contact, then the Landlord or the Agent shall be entitled to enter the Let Property without further reference to the Tenant to see if the Tenant is not occupying the Let Property as the Tenant's home.

#### 45. CORRESPONDENCE

The Tenant shall send, within seven days of receipt thereof, to the Agent all correspondence addressed to the Landlord or Agent and any notice, order or proposal relating to the Let Property, or any building of which the Let Property 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 Agent will not do so and will not be responsible for any losses arising from this omission.

#### 46. 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 Let Property. The Tenant hereby declares that he is the occupier of the Let Property for the purposes of the said Acts.

#### 47. PERMISSIONS

Wherever in this Agreement the permission of the Landlord or Agent is required, that permission will not be unreasonably withheld.

#### 48. DECLARATIONS

In signing this Agreement and taking entry to the Let Property, the Tenant confirms that he or she:

- has made full and true disclosure of all information sought by the Landlord or Agent in connection with the granting of this tenancy;
- has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy;
- has received a copy of the Landlord's Gas Safety certificate, Energy Performance Certificate, Legionella Risk Assessment, Electrical Installation Condition Report, and Portable Appliance Test report;
- has read and understood all of the terms of this Agreement including the accompanying legal commentary;
- acknowledges that only the Tenant has a right to occupy the Let Property;
- agrees that he/she is jointly and severally liable for all costs payable by the Tenant in terms of this tenancy agreement including rent, household bills and any damage that is caused either deliberately or accidentally by the Tenant or their visitors.

**Tenant 1**

Signature of Tenant 1: {signature,w150,h30:signer1:Please+Sign+Here}

Tenant Full Name: Mr Example Tenant

Tenant Address: 5b Example Road Edinburgh EH12 4DF

Date: {date:signer1:Date+Here}

**Signature of Landlord's Agent:** {signature,w150,h30:signer3:Please+Sign+Here}

Landlord's Agent Full Name: Uomega Lettings

Landlord's Agent Address: 1A Marchmont Crescent, Edinburgh, EH9 1HN

Date: {date:signer3:Date+Here}