

## TENANCY AGREEMENT (hereafter referred to as 'this Agreement')

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

### PARTIES AND PREMISES

1. THE LANDLORD: \_\_\_\_\_  
LANDLORD ADDRESS: \_\_\_\_\_  
LANDLORD PHONE: \_\_\_\_\_
2. TENANT NAME(S): \_\_\_\_\_  
*Insert full names of every tenant.* \_\_\_\_\_  
\_\_\_\_\_

Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (This means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part).

3. THE ACCOMMODATION LET IS: \_\_\_\_\_  
\_\_\_\_\_  
(Hereafter referred to as 'the Property') For shared properties be sure to identify clearly the tenant's room or part of the property.

### COMMENCEMENT & DURATION:

4. The tenancy will commence on: \_\_\_\_\_  
and will end on: \_\_\_\_\_

**If the agreement is not brought to end by either party on the above date, it will continue thereafter on a monthly basis until terminated by either party giving no less than 2 months written notice to the other party delivered by hand or recorded delivery post.**

### RENT AND OTHER CHARGES

5. The Tenant agrees to pay the Rent in advance by in the following instalments, namely a first payment of £\_\_\_\_\_ on the date of entry or before and thereafter the sum of £\_\_\_\_\_ per calendar month [week] commencing on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day on which it became due the same shall be payable with interest thereon at the rate of eight per cent per annum for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment. The Landlord, or their Agents, may at their option require that said rent be payable by the tenant by way of standing order. The Landlord may increase the rent after the initial end date specified above provided the tenant has occupied the property for a minimum of twelve months. Under such circumstances the tenant will be given a minimum of two months notice in writing of any change.
6. The Tenant also agrees to pay to the Landlord on the signature of this Agreement a deposit ('the Deposit') of £\_\_\_\_\_. The Landlord or his agent will issue a receipt for the aforementioned deposit to the tenant. It is understood that no interest shall be paid by the Landlord to the tenant in respect of the said deposit. At the expiry or termination of the lease the Landlord is entitled to use all or part of the deposit to meet any outstanding sums or accounts due by the tenant, the cost of repairing or replacing any of the fittings and fixtures which have been broken, damaged or lost and the expense of making good any failure by the tenant to fulfil any of the other conditions of this lease. Specifically the Tenant agrees not to use any part of the deposit in lieu of rent.
7. The tenant agrees that the inventory annexed and signed as relevant to this Agreement is a full and accurate record of the contents of the accommodation at the date of the commencement of the tenancy. The tenant agrees that these contents were as described in the inventory. The tenant agrees to replace or repair (or to pay the cost thereof, at the option of the Landlord) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted.
8. The Tenant hereby accepts responsible for the Payment of any Council Taxes, and water and sewerage charges, or other local taxes that may from time to time be brought into force due by the Tenant to the Local Authority in

accordance with the Statutes and arising from the occupation of the Property by the Tenant pursuant to this Agreement shall be the direct responsibility of the Tenant. The Tenant hereby undertakes to produce to the Landlord on demand all relevant receipts for the payment of any such Charges and/or Taxes issued to the Tenant by the Billing Authority.

9. The tenant undertakes to ensure that the accounts for the supply to the accommodation of gas, electricity and telephone are entered in his name with the relevant supplier. 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 on termination of the tenancy. The tenant is obliged to intimate his/her/their tenancy to the relevant local authority for the purposes of Council Tax, and in so doing, the tenant confirms to the relevant local authority the date of entry to the property.
10. The Landlord undertakes to pay all premiums for insurance of the building and contents belonging to him. The Landlord will have no liability for any items belonging to the tenant. The tenant is responsible for arranging sufficient insurance cover for his own belongings.

## **USE OF THE ACCOMMODATION**

11. The tenant agrees to occupy the accommodation as his only or principal home. He agrees not to use the accommodation for illegal or immoral activities nor for any business or trade purposes. The accommodation should not be used for business or trade purposes without written permission from the Landlord.
12. The tenant agrees to tell the Landlord if he is to be absent from the accommodation for any reason for a period of more than fourteen days. The tenant agrees to take such measures to secure the accommodation prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.
13. The tenant agrees not to:
  - i. assign this tenancy to any other person; or
  - ii. sublet the accommodation in whole or in part; or
  - iii. take in lodgers or paying guests; or
  - iv. allow other persons to share the occupancy of the premises, whether or not for payment, without the prior written consent of the Landlord.
14. The tenant agrees to take reasonable care of the accommodation and any common parts, and in particular agrees to take all reasonable steps to:
  - i. keep the accommodation aired and heated;
  - ii. not bring any hazardous or combustible goods or material into the accommodation;
  - iii. not to pour any oil, grease, or other damaging materials down the drains or waste pipes;
  - iv. prevent water pipes freezing in cold weather;
  - v. avoid danger to the accommodation or neighbouring properties by way of fire or flooding.
15. The tenant agrees not to make any alteration to the accommodation, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord. Any such consent will not be unreasonably withheld.
16. In the case of flatted property incorporating communal areas the tenant undertakes, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway. The tenant will ensure that any garden, back green or other communal area will be kept in a clean and tidy condition. The tenant is not permitted to access the roof.
17. The Tenant agrees not to alter, change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord.
18. The tenant agrees to dispose of all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time.
19. The Tenant agrees not to:

- i. cause (nor allow other occupiers, guests or visitors to the accommodation to cause) nuisance, annoyance or disturbance to neighbours, or to the Landlord, his agents or employees either in the accommodation or in the locality of the accommodation.
  - ii. commit or allow members of his/her household or persons visiting the accommodation to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household either in their accommodation or in the locality of the accommodation.
20. The tenant agrees not to keep any animals or pets in the accommodation without the prior written consent of the Landlord. Any such consent will not be unreasonably withheld.
21. The Tenant agrees to:
- i. give the Landlord, or anyone authorised by the Landlord, access to the accommodation for the purpose of carrying out maintenance, repair, inspection or any proper purpose providing that notice has been given to the tenant no later than 24 hours beforehand that such access is required.
  - ii. give immediate access to the Landlord in an emergency whether or not notice has been given. The Landlord reserves the right to effect forcible entry to the accommodation should such access not be made available.

## **UNDERTAKINGS**

22. The Landlord agrees throughout the period of the tenancy to maintain the accommodation in a wind and watertight condition and in all other respects reasonably fit for human habitation.
23. The Landlord undertakes (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) to keep in repair the structure and exterior of the accommodation including the following as defined by the Housing (Scotland) Act 2006:
- i. the house is wind and water tight and in all other respects reasonably fit for human habitation,
  - ii. the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,
24. The Landlord will keep in repair and in proper working order the installations in the accommodation 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) including the following:
- i. the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order,
  - i. any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,
  - ii. any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed, and
  - iii. the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
25. The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the accommodation, which become defective and will do so within a reasonable period of time.
26. The tenant undertakes to immediately notify the Landlord of any deterioration of the Property or of the fixtures, fittings, furnishings and effects whatever may be the cause thereof. The Landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.
27. 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 any guest of his.

## **ENDING THE TENANCY**

28. The Landlord may terminate the tenancy by service on the tenant of a notice to quit. The Landlord may serve such notice either:
- i. to terminate the tenancy at its end date, or
  - ii. to terminate the tenancy where the tenant has materially breached any of his obligations under this Agreement.

In the event that the tenant fails to remove from the accommodation at the end of the period specified in such a notice to quit, the Landlord may bring legal action against the tenant to recover possession of the accommodation on one or more of the grounds set out in Schedule 5 of the Housing (Scotland) Act 1988. These grounds are set out below and notice is hereby given that possession might be recovered on such grounds.

## **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.

## **GENERAL**

29. It is understood that for the purposes of this lease that words importing the masculine gender shall include the feminine; words importing the singular shall include the plural, and 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
30. The Tenant agrees to observe any other Terms and Conditions which may from time to time be made by the Landlord for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexure to this Agreement signed by the parties hereto.

## **NOTICE & DECLARATIONS**

31. In signing this Agreement and taking entry to the accommodation, the tenant:
- i. acknowledges that he was served Form AT5, before the creation of this tenancy, and that he understands this tenancy to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988;
  - ii. confirms that he has made full and true disclosure of all information sought by the Landlord in connection with the granting of this tenancy
  - iii. confirms that he 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.

<b>Landlord Signature</b>	Witness Signature
Landlord Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Landlord Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____
<b>Tenant Signature 1</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____
<b>Tenant Signature 2</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____
<b>Tenant Signature 3</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____
<b>Tenant Signature 4</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

<b>Tenant Signature 5</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____
<b>Tenant Signature 5</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____
<b>Tenant Signature 6</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____