

TENANCY AGREEMENT



START DATE

[[StartDate]]

BETWEEN

[[Landlord.Name]]

AND

[[Tenant.Name]]

PRIVATE RESIDENTIAL TENANCY AGREEMENT

RELATING TO:

[[PropertyAddress]]

This version of the Agreement is in place while the Cost of Living (Tenant Protection) (Scotland) Act 2022 is in force. The Act introduces emergency measures during the cost of living crisis in relation to Section 10 'Rent Increases' and Section 24 'Ending the Tenancy'. These measures are temporary and are aimed at helping tenants during this emergency situation. This tenancy agreement reflects those changes.

PRIVATE RESIDENTIAL TENANCY AGREEMENT

This is a Private Residential Tenancy within the meaning of section 10 of the Private Housing (Tenancies) (Scotland) Act 2016,

PARTIES AND PREMISES

1. THE LANDLORD IS:

1.1 [[Landlord.Name]]
[[Landlord.Address.Address1]],
[[Landlord.Address.Address2]],
[[Landlord.Address.Address3]],
[[Landlord.Address.Address4]],
[[Landlord.Address.Postcode]]

**LANDLORD REGISTRATION
NUMBER:**

[[Landlord.LicenseNumber]]

1.2 THE LANDLORD'S AGENT IS:

The "Landlord's Agent" shall mean 2 Rent Me Property Ltd, Phone: 01382 200262, Email: admin@torentme.co.uk or such other agents as the Landlord may from time to time appoint.

LANDLORD REGISTRATION NUMBER: LARN2003012

2. THE TENANT(S) IS/ARE:

2.1 [[Tenant.Name]]
[[Tenant.Address.Address1]],
[[Tenant.Address.Address2]],
[[Tenant.Address.Address3]],
[[Tenant.Address.Address4]],
[[Tenant.Address.Postcode]]

("The Tenant (s)")

2.2 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.

3. THE GUARANTOR IS/ARE:

3.1 [[TenancyGuarantors.GuarantorName]] [[TenancyGuarantors.GuarantorAddress.Address1]],
[[TenancyGuarantors.GuarantorAddress.Address2]],
[[TenancyGuarantors.GuarantorAddress.Address3]],
[[TenancyGuarantors.GuarantorAddress.Address4]],
[[TenancyGuarantors.GuarantorAddress.Postcode]]

("The Guarantor (s)")

3.2 Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally.

3.3 The Guarantor as surety and full debtor for and with the Tenant binds and obliges himself/herself jointly and severally with the Tenant to perform and discharge the whole obligations of the Tenant hereunder, insofar as not performed by the Tenant. The Guarantor will not be released from his obligation hereunder by the Landlord's giving of time to the Tenant or otherwise varying or departing from the terms of this Lease.

4. THE ACCOMMODATION LET IS:

Address – **[[PropertyAddress]]**

Type – **[[PropertyType.]]**

Any other areas/facilities included with the Let Property: None

Any shared areas/facilities:

Any excluded areas/facilities: The tenants is not permitted access to the roof of the property

The Let Property is **[[Furnished]]**. See the Inventory and Record of Condition 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

[[HMOtenancy:Equal('True'):collapse:hide]

is a House in Multiple Occupation (HMO).

[[HMOtenancy:Equal('False'):collapse:hide]

is not a House in Multiple Occupation (HMO).

(“The Property address or identified room”)

5. COMMENCEMENT:

The private residential tenancy will start on: **[[StartDate]]**

(“The start date of the tenancy”)

6. 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 as provided by the tenants on their application form.

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 all notices will be sent by email, which includes important documents such as a rent-increase notice and a notice to leave the Let Property.

To ensure all emails 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 email address which is to be used instead of the email address notified in this Agreement.

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.

OCCUPATION AND USE OF THE LET 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.

7. RENT:

7.1 The rent is £**[[AdvertisedRent]]** per calendar month, payable in advance.

7.2 The first payment will be paid on or prior to **[[StartDate]]** and will be for the sum of **£[[AdvertisedRent]]**. (The maximum amount of rent which can be paid in advance is 6 months' rent.)

Thereafter payments of **£[[AdvertisedRent]]** must be received on **[[StartDateDay]]** and then subsequently on or before the same date each month thereafter.

Method by which rent is to be paid: Standing order
(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances)

The following services are included in the rent amount noted above: None

7.3 Rent payments more than 14 days late without prior agreement will incur a £50 fee chargeable to the Tenant.

7.4 UK resident guarantor required to support the tenancy agreement on behalf of the Tenant(s), where required by Landlord/Agent. If not provided the Tenant will be required to pay rent 3 or 6 months in advance depending on evidence provided.

7.5 State benefit payments - The Tenant is liable to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to pay to the local authority or the Department for Work and Pensions in respect of Housing Benefit, Local Housing Allowance or Universal Credit which has been paid direct to the Landlord or his Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

8. RENT RECEIPTS

Where any payment of rent is made in cash, the Landlord/Agent 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.

9. 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.

The Cost of Living (Tenant Protection) (Scotland) Act 2022 sets a maximum permitted rate of rent increase which is set at zero and expected to remain at that level for the period to 31 March 2023. This rent cap is temporary and applies to any rent increase proposed on or after 6 September 2022 until the cap is raised or the temporary rent cap measures are brought to an end. If the landlord can show an increase in certain costs associated with letting the property, they can apply to Rent Service Scotland for the rent to be increased above the level set by the rent cap. Your landlord must inform you when

they make this application. Full details of the emergency measures can be found at the link: www.mygov.scot/rent-cap-landlords

10. 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 **[[Deposit]]** will be paid by the Tenant to the Landlord. 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.

By law, the deposit amount cannot exceed the equivalent of two months' rent and cannot include any premiums. For example, charging for an administration fee or taking a holding fee (regardless of whether or not the holding fee is refundable).

The scheme administrator is SafeDeposits Scotland and their contact details are:

SafeDeposits Scotland
Lower Ground
250 West George Street
Glasgow
G2 4QY
Telephone number: 03333 213136

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.

This would include cases where a tenant has not paid all of the rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.

At the end of the tenancy the Landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to each party. If the Tenant disagrees with the amount, the scheme administrator will provide a dispute resolution mechanism

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.

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

11. CONTENTS

- 11.1** The Landlord may provide a signed Inventory following the start of the tenancy as a full and accurate record of the contents of the accommodation at the start of the tenancy. The Tenant has a period of fifteen working days after receiving the inventory to ensure that the inventory is correct and to tell the Landlord/Agent of any discrepancies in writing, after which the Tenant shall be deemed to be fully satisfied with the terms. The Landlord must ensure that any comments or amendments received from the Tenant are attached to the inventory and/ or report of condition.

11.2 The Tenant agrees that these contents were as described in the inventory. The Tenant agrees to replace or repair (or to pay the cost, 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. The costs involved in making good any damage or cleaning found necessary may be deducted by the Landlord from the deposit under Clause 10.

11.3 Prohibition on removing items - The Tenant must not remove any of the fixtures, fittings or any items specified in the inventory from the Let Property or store them in alternative premises without obtaining the prior written consent of the Landlord. Where such consent is granted, the Tenant must ensure that any items are stored safely without damage or deterioration and at the end of the Agreement are returned to the places described in the said inventory or as found at the commencement of the Agreement.

12. LOCAL AUTHORITY TAXES

The Tenant will be responsible for payment of the council tax and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the date of the start of the tenancy and the date of the end of the tenancy.

13. HOUSEHOLD BILLS

13.1 The Tenant undertakes to ensure that the accounts for the supply to the accommodation of gas, electricity, internet and telephone are entered in their 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.

13.2 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 agrees not to change supplier without the prior written permission of the Landlord. The Landlord may keep from the deposit any sum the Landlord expends or incurs in settling final accounts for the services at the end of the tenancy.

13.3 Notices delivered to the Let Property - The Tenant undertakes to, as quickly as is practical after receipt, forward to the Landlord or his Agent any formal or legal notices or orders delivered to the Let Property by a third party which relate to, or might significantly affect, the Let Property, its boundaries or adjacent properties.

14. ONLY OR PRINCIPAL HOME

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.

15. SUBLETTING & ASSIGNATION;

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

15.1.1 Sublet the Let Property (or any part of it),

15.1.2 take in a lodger

15.1.3 assign the Tenant's interest in the Let Property (or any part of it), or

15.1.4 otherwise part with, or give up to another person, possession of the Let Property (or any part of it).

16. NOTIFICATION ABOUT OTHER RESIDENTS

16.1 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.

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

- 16.3** 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 liable for the cost of any repairs, renewals or replacement of items where required.
- 16.4** 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").
- 16.5** 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".

17. 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.

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.

18. 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 property inventory. The Landlord will have no liability to insure any items belonging to the Tenant.

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.

19. 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.

20. REASONABLE CARE:

- 20.1** 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:

- 20.1.1** keep the Let Property adequately ventilated and heated to help prevent condensation. Where such condensation may occur, the Tenant shall take care to properly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the accommodation, its fixtures and fittings.
- 20.1.2** 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;
- 20.1.3** not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains. The Tenant will be responsible unblocking or cleaning stoppages in any pipe serving any basin, sink, bath,

- shower or toilet within the accommodation, if they become blocked due to the Tenants actions or inactions.
- 20.1.4 prevent water pipes freezing in cold weather
 - 20.1.5 avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
 - 20.1.6 ensure the Let Property, its fixtures and fittings and surrounding areas are kept clean during the tenancy;
 - 20.1.7 not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
 - 20.1.8 Testing detectors - The Tenant will be responsible for testing the smoke, heat and carbon monoxide detectors once a week to ensure that they are in working order. The Tenant must inform the Landlord or Agent immediately if they identify any faults with the detectors. Regular checks on the detectors will also be carried out by the Landlord or Agent.
 - 20.1.9 take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.
 - 20.1.10 Gas appliances - The Tenant must not bring into the Let Property any gas appliances without the express permission of the Landlord. The Tenant must ensure that any such appliances are safe to use and are properly connected to the appropriate pipework in the Let Property by a suitably qualified Gas Safe registered engineer and must immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Let Property.
 - 20.1.11 not interfere with door closer mechanisms.
 - 20.1.12 ensure that chimneys are swept regularly and windows and professionally cleaned during the tenancy and prior to its end. The Tenants shall pay for the sweeping of all chimneys (if any) and professional window cleaning. The Tenant shall produce receipts to the landlord.
 - 20.1.13 prevent smoking of legal or illegal substances by Tenants or any other persons within the property.
 - 20.1.14 Maintaining private garden - The Tenant must not lop, cut down or remove or otherwise injure any trees shrubs or plants growing upon the Let Property nor alter the general character of the garden with the exception of normal pruning, etc. The Tenant agrees to cultivate the garden in a reasonable manner throughout the Agreement according to the season of the year. 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 termination of the Agreement, the Tenant will be liable for said costs.

21. THE REPAIRING STANDARD

- 21.1 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. On becoming aware of a defect, the Landlord must complete the work within a reasonable time.
- 21.2 A privately rented Let Property must meet the Repairing Standard as follows:
 - 21.2.1 The Let Property must be wind and water tight and in all other respects reasonably fit for people to live in.
 - 21.2.2 The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
 - 21.2.3 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.

- 21.2.4 Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in property working order.
- 21.2.5 Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- 21.2.6 The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire.¹
- 21.2.7 The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas.²

21.3 More detail on the Repairing Standard is available in the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement, or 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.

21.4 **Structure & 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. This includes the following, unless damage is caused directly by Tenants or visitors in which case the Tenant will be liable for the cost of those repairs.

- 21.4.1 drains, gutters and external pipes;
- 21.4.2 roof;
- 21.4.3 outside walls, doors, windowsills, window catches, sash cords, and window frames;
- 21.4.4 internal walls, floors, ceilings, doors, door frames, internal stair cases and landings;
- 21.4.5 chimneys, chimney stacks, and flues (including sweeping);
- 21.4.6 pathways, steps or other means of access;
- 21.4.7 plaster work;
- 21.4.8 boundary walls and fences.

21.5 **Gas safety:** The Landlord must ensure that there is an annual Gas safety check on all pipework and 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 appliances that have been deemed unsafe by a gas contractor.

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.

¹ Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires

² Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing

- 21.6 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.

- 21.7 Smoke detectors:** The Landlord must ensure that mains-powered smoke alarms or tamper proof long-life lithium battery 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.
- 21.8 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).
- 21.9 Energy Performance Certificate (EPC):** A valid EPC (not more than 10 years old) must be given to the Tenant at the start date of the tenancy, unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area.
- 21.10 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.
- 21.11 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.
- 21.12 Reinstatement and deprivation of occupancy -** The Landlord's repairing obligations under this Agreement should not be construed as requiring the Landlord to rebuild or reinstate the Let Property in the case of destruction or damage by fire or by tempest, flood or other unavoidable accident. Further the Landlord will not be liable to the Tenant for the temporary deprivation of the occupancy of the Let Property by or through bursting, leakage or failure of gas, water and oil pipes or the choking, stoppage or overflow thereof or the failure, fusing or breakdown of electrical appliances from any cause or source whatsoever

22. REPAIR TIMETABLE

The Tenant undertakes to notify the Landlord 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, Inspection and Valuation').

23. PAYMENT FOR REPAIRS

The Tenant agrees to leave the property, its fixtures and fittings at the termination of the tenancy in the same state and condition as they were in at the commencement date. 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. This will also include any unnecessary contractor callouts. The Landlord may deduct such costs at the termination of the tenancy from the deposit under Clause 10.

24. INFORMATION

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

24.1 gas safety certificate;

24.2 electrical safety inspection reports (EICR and PAT);

24.3 energy performance certificate (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

25. LEGIONELLA

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.

26. ACCESS FOR REPAIRS, INSPECTION 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.

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 has no right to use retained keys to enter the Let Property without the Tenant's permission, except in an emergency. The Landlord has the right to effect forcible entry to the accommodation should such access not be made available by the Tenant and emergency access for the purpose of preventing damage to the Let Property.

27. RESPECT FOR OTHERS

27.1 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.

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

- 27.2.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments and DIY and power tools;
 - 27.2.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
 - 27.2.3 allow visitors to the Let Property to be noisy or disruptive;
 - 27.2.4 vandalise or damage the Let Property or any part of the common parts or neighbourhood;
 - 27.2.5 leave rubbish either in unauthorised places or at inappropriate times;
 - 27.2.6 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;
 - 27.2.7 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;
- 27.3 In addition, the Tenant, those living with him/her, and his/her visitors must not engage in the following unlawful activities:
- 27.3.1 use or carry offensive weapons;
 - 27.3.2 use, sell, cultivate or supply unlawful drugs or sell alcohol;
 - 27.3.3 store or bring onto the premises any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms;
 - 27.3.4 use the Let Property or allow it to be used, for illegal or immoral purposes;
 - 27.3.5 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.
- 27.4 The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.

28. 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.

29. DATA PROTECTION

The Landlord will handle all information provided sensitively and in accordance with legal requirements including the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679).

Data sharing - The Landlord and Agent may share details about the performance of obligations under this Agreement by the Landlord and Tenant, past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions, with utility and water companies, local authority council tax and state benefit departments, mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention.

30. ENDING THE TENANCY

This Tenancy may be ended by: - N/A

30.1 The Tenant giving notice to the Landlord:

The Tenant giving the Landlord at least 28 days' notice in writing to terminate the tenancy, allowing 2 days for delivery and acknowledgement (30 days), or an earlier date if the Landlord is content to waive the minimum 28 day notice period. Where the Landlord agrees to waive the notice period, his or her agreement must be in writing. The tenancy will come to an end on the date specified in the notice or, where appropriate, the earlier date agreed between the Tenant and Landlord. 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.

30.2 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, or one of the 3 additional, temporary grounds of eviction introduced by the Cost of Living (Tenant Protection) (Scotland) Act 2022. 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.

30.3 The Landlord can bring the tenancy to an end only if one of the eviction grounds in schedule 3 to the Act 2016 applies. For the period when the Cost of Living (Tenant Protection) (Scotland) Act 2022 is in force, 3 additional, temporary eviction grounds will apply. These have been temporarily added to schedule 3 of the 2016 Act.

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.

If the Landlord applies to the Tribunal for an eviction order, the Tribunal will ask the Landlord to provide supporting evidence for any eviction ground(s) being used.

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:

30.3.1 is not occupying the Let Property as his or her only or principal home

30.3.2 has breached the tenancy agreement

30.3.3 is in rent arrears for three or more consecutive months

30.3.4 has a relevant criminal conviction

30.3.5 has engaged in relevant antisocial behaviour

30.3.6 has associated with a person who has a relevant conviction or has engaged in antisocial behaviour.

30.4 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.

31. SCHEDULE 3 TO THE ACT – EVICTION GROUNDS

All eviction grounds are discretionary. This means that the First-tier Tribunal (Housing and Property Chamber) are able to exercise discretion and take into account circumstances of a case when deciding whether to grant an eviction or not.

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

1. The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.
2. The Landlord intends to sell the Let Property to alleviate financial hardship.
3. Let Property to be sold by the mortgage lender.
4. The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property.
5. The Landlord intends to live in the Let Property as his or her only or principal home.
6. The Landlord intends to live in the Let Property to alleviate financial hardship.
7. The Landlord intends to use the Let Property for a purpose other than providing a person with a home.
8. 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.
9. The Tenant is not occupying the Let Property as his or her only or principal home or has abandoned the Let Property.
10. 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.
11. A member of the Landlord's family intends to live in the Let Property as his or her only or principal home.
12. 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.
13. The Tenant has breached the tenancy agreement – this excludes the payment of rent.
14. 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.
15. 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.
16. Landlord registration has been refused or revoked by a local authority.
17. House in Multiple Occupation (HMO) license revoked by the local authority.
18. Overcrowding statutory notice in respect of the Let Property has been served on the Landlord.

19. The Tenant is in rent arrears over three consecutive months. 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 and the extent to which the landlord has complied with [pre-action requirements for rent arrears](#) as required by the [Coronavirus \(Recovery and Reform\) \(Scotland\) Act 2022](#).
20. The Tenant is in substantial rent arrears (equivalent to 6 months' worth of rent).
21. The tenancy was granted to an employee and the Tenant is no longer an employee.
- 31.2 The Tenant agrees to remove all of his or her belongings when the Tenancy ends. 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.
- 32. ALTERATIONS**
- 32.1 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. This includes affixing blu-tac, tape or pins to any walls, doors, door frames and ceilings. If done so the expense to put right will be charged to the Tenants.
- 32.2 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.
- 33. COMMON PARTS/ROOF**
- In the case of flatted properties, the Tenant undertakes, 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.
- The tenant is not permitted to access the roof without the Landlords written consent, except in the case of an emergency.
- 34. REFUSE/RUBBISH**
- 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. The Tenant must take reasonable care to ensure that rubbish is properly bagged. If rubbish is normally collected from the street it should not be put out earlier than 7am on the day of collection. Rubbish containers should be returned to their normal storage places by end of the collection day.
- 35. STORAGE**
- Nothing belonging to the Tenant or anyone living with the Tenant or visitors may be left or stored in the common stair if it causes nuisance or annoyance to neighbours.
- 36. PETS:**
- 36.1 The Tenant agrees not to keep any animals or pets in the accommodation without the prior written consent of the Landlord/Agent. Any such consent will not be unreasonably withheld.

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 condition of common areas, nuisance either to neighbours or in the locality of the property.

- 36.2 In the event the landlord agrees for an animal to be kept within the property, an agreement must be signed and a further £150 deposit payment made.

37. LOCKS & BURGLAR ALARMS

- 37.1 The Tenant undertakes the following:

37.1.1 Not to make or permit to be made any duplicate keys for the accommodation without prior consent from the landlord or his/her agent, which shall not be unreasonably withheld.

37.1.2 Not to change, alter, add or otherwise damage any locks or bolts on the accommodation (except in the case of emergency) without the prior consent of the landlord or his/her agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the property, the Tenant shall promptly provide the landlord or his/her agent with an appropriate set of keys.

37.1.3 Not to change any burglar alarm code (if any) without the prior consent of the landlord or his/her agent. Such consent will not be unreasonably withheld. Where such consent is given the Tenant will promptly provide the landlord or his/her agent with the relevant new code.

37.1.4 **Burglary, break-in etc. - The Tenant agrees to promptly notify the police and the Landlord or Agent of the occurrence of any burglary, break-in or attempted break-in.**

37.1.5 If any lock or bolt is installed or changed without the prior consent of the landlord or his/her agent the Tenant may be held responsible for the removal and making good any resultant damage to the accommodation or spoilage of decoration. The landlord may deduct such costs at the termination of the tenancy from the deposit under clause 10.

37.1.6 Take adequate precautions to keep the accommodation, including its external doors and windows, locked and secured, and any burglar alarm set, when the accommodation is empty.

37.1.7 **Replacement of keys - In the event that the Tenant loses keys for the Let Property, or fails to return keys at the end of the Agreement, the Tenant will be required to meet the reasonable costs of replacing keys and changing locks**

37.1.8 If any Tenant loses their keys or locks themselves out of their property out of hours, there is a £40 call out charge for weekdays and £50 for weekends to be paid on arrival.

37.1.9 That the landlord will retain a set of keys to allow the Tenant to obtain a duplicate set in the event of theft or loss or in the event the Tenant gives express permission for the landlord, or his/her appointed agent/tradesmen, to gain access to carry out repairs. Such access will only be granted with the express permission of the Tenant, other than that of emergency. The landlord undertakes that such keys will be kept in a secure place and shall be directly accountable for their security.

38. AT THE END OF THE TENANCY

- 38.1 During the required notice period and upon being given reasonable notice from Landlord/Agent, the Tenant shall permit access to enter the accommodation and where

required place a notice board for re-letting or sale and permit any persons to view the accommodation for such re-letting or sale.

38.2 The Tenant is obligated at the end of the tenancy to arrange with the landlord or his agent an end of tenancy inspection appointment, and:

38.2.1 To clean or pay for the cleaning of the property, its fixtures and fittings including the cleaning of any carpets, curtains/blinds (including nets) and any bedding or additional linen and upholstery which have become soiled, stained or marked during the tenancy and provide, upon request, receipts to demonstrate such compliance with this clause.

38.2.2 To remove all Tenant's refuse and rubbish from the property and properly dispose of it in receptacles outside the property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal.

38.2.3 To return all sets of keys (including additional sets copied by the Tenants) on the last day of the contractual tenancy. Please note that failure to do so can result in additional charges being levied by the landlord or his agent until such time as the landlord had taken possession of such keys.

38.2.4 **Abandoned belongings - The Tenant will be responsible for meeting all reasonable removal and/or storage charges incurred by the Landlord when belongings are left in the Let Property. The Landlord will remove said belongings and store them for a maximum of one month. The Landlord will notify the Tenant at his last known address. If the belongings are not collected within one month, the Landlord will consider same to be abandoned and will dispose of the items. The Tenant will be liable for the reasonable costs of disposal which may be deducted from any funds arising from the sale of the belongings or the deposit. To remove all personal belongings of the Tenants including food stuff on or before the last day of the tenancy.**

38.2.5 To ensure that all items of furnishing belonging to the landlord are returned to their original place in accordance with the inventory as agreed at the beginning of the tenancy.

38.2.6 **Forwarding address – When the Tenant vacates the Let Property they will inform the Landlord or Agent of their new address and the Tenant agrees that if they fail to do so the Landlord may pursue the Tenant for reimbursement of any costs incurred in tracing the Tenant's new address.**

39. HOUSES IN MULTIPLE OCCUPATION – SPECIAL RULES

39.1 Where the Tenants have provided information to the landlord or letting agent to the effect that the Tenants are members of the same family but which information subsequently turns out to be false, and the landlord has not consented in writing to let the accommodation to three or more Tenants who are not members of the same family for the purposes of the The Civic Government (Scotland) Act 1982 (Licensing of Houses in Multiple Occupation) Order 2000 ("the Order"). Being of member of the same family means that the Tenants are married to each other, or live together as a committed couple (including a same sex couple), or one of them is the parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece of the other. Then the following provisions set out in clauses 39.2 and 39.3 will apply: -

39.2 The Landlord will be entitled to take steps to terminate this agreement as a result of the Tenant's (or at the instigation of the Tenant, another person's) breach, either knowingly or recklessly of an implied term of the agreement to provide correct and truthful information to

the landlord or his agent. This means that the landlord will be entitled to proceed to seek possession of the accommodation in terms of clause 31.2.3 of this agreement.

- 39.3** The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court costs, together with any fines payable by the landlord or his 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 in terms of the order (as referred to in 39.1 above). The Tenant may also be liable for other financial losses sustained by the landlord as a result of the provision of the false information and, should the landlord (or agent), be convicted by a criminal court for letting the accommodation without the relevant license as required under the order, the Tenant will be liable to legal action by the landlord (or agent) for civil damages in compensation.

40. ABANDONMENT

If the Tenant leaves the property unoccupied for more than 28 days without having given any explanation of his whereabouts the landlord can assume that the Tenant has abandoned his tenancy and take all appropriate legal steps to terminate the tenancy under clause 31.1.7.

41. ANY ADDITIONAL TENANCY TERMS

- 41.1** Once this agreement has been signed, if the Tenant wishes to withdraw from the tenancy prior to its commencement date the landlord may apply the following charges once a new tenancy has been signed to cover the re-letting fee or any other associated costs which are typically incurred to the landlord in the event of a lease re-signing.

41.1.1 A fee of £250 + VAT where all the tenants wish to withdraw from the tenancy.

41.1.2 A fee of £100 + VAT where an individual tenant wishes to withdraw from the tenancy and a replacement tenant is found.

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the Tenant and by the Tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties, witnessed, and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or housing advice centre. Help with all or part of the cost of legal advice and assistance may be available under the legal aid legislation.

SIGNATURES

Landlord
(Or authorised
agent).....

(Witness).....

Name(s) of Tenant(s)

Signature(s) of Tenant(s)

(1)

(1)

The signing of this agreement has been witnessed by:

In the presence of:

(signature of witness)

Address of witness:

C/O 2 Rent Me Property Ltd

C/O 510 Perth Road

Dundee

DD2 1LW

Occupation:

As witness the hands of the said parties this day: _____ / _____ / _____

Time: _____ : _____

[[TenancyHasGuarantor]:Equal(True):collapse:hide]

PROPERTY

[[PropertyAddress]]

I hereby confirm I have read and have understood this document in its entirety.

Guarantor: [[GuarantorSign.Name]]

Signature:

Address:

Occupation:

Date:

/ /

[[ShowPaymentForms]:Equal('True');collapse:hide][[ShowPaymentFormSTO]:Equal('True');collapse:hide]

BANK STANDING ORDER MANDATE –

[[StandingOrderMandate.Tenant.Name]]

This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant and returned to the agent. The agent or the landlord will post this to the tenant's bank.

To: (Please insert full bank address including POSTCODE)

[[StandingOrderMandate.Tenant.Bank.Name]] **BANK PLEASE READ**
[[StandingOrderMandate.Tenant.Bank.Address.Address1] **PLEASE AMEND ANY EXISTING INSTRUCTION FROM**
) **THE NEXT PAYMENT WITH THIS REFERENCE AND**
[[StandingOrderMandate.Tenant.Bank.Address.Address2] **DATE RANGE TO THIS BENEFICIARY**
) **(PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING**
[[StandingOrderMandate.Tenant.Bank.Address.Address3] **ORDER)**
)
[[StandingOrderMandate.Tenant.Bank.Address.Address4]
)
[[StandingOrderMandate.Tenant.Bank.Address.Postcode]
)

ACCOUNT TO BE DEBITED

SORT
CODE: [[StandingOrderMandate.Tenant.Bank.SortCode]]
ACCOUNT
NUMBER: [[StandingOrderMandate.Tenant.Bank.AccountNum]]

ACCOUNT
NAME: [[StandingOrderMandate.Tenant.Bank.AccountName]]

ROLL NO: (Building Societies ONLY)

BENEFICIARY DETAILS

BANK: [[StandingOrderMandate.Beneficiary.Bank.Name]]
BRANCH DETAILS: [[StandingOrderMandate.Beneficiary.Bank.Address.Postcode]]
SORT CODE: [[StandingOrderMandate.Beneficiary.Bank.SortCode]]

ACCOUNT NUMBER: [[StandingOrderMandate.Beneficiary.Bank.AccountNumber]]
ACCOUNT NAME: [[StandingOrderMandate.Beneficiary.Bank.AccountName]]

REFERENCE:
[[StandingOrderMandate.Property.HouseNumber]]
[[StandingOrderMandate.Property.Street]]

Bank - please reference each STO with the house reference

PAYMENT DETAILS

- [[StandingOrderMandate.PaymentDetailsList.PaymentDetailsListItem]]

CUSTOMER SIGNATURE:

Date:

CUSTOMER CONTACT TELEPHONE NUMBER(S): [[StandingOrderMandate.Tenant.MobilePhone]]

