

## RENTAL AGREEMENT

### This is a Short Assured Tenancy

This rental agreement comprises the particulars detailed below whereby the property is hereby let by the landlord and taken by the tenant for the term at the rent as a Short Assured Tenancy.

**Parties:(A)**

(hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlord's agent appointed for the purpose of managing the Premises in the Landlord's absence)

**AND**

**Tenant:(B)**

(hereinafter called 'the Tenant ('s))

**AND**

**Guarantor:(C)**

(hereinafter called 'the Guarantor ('s))

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

**Property:** The Landlord lets and the Tenant takes the Premises situated at and known as:

(hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS'

**Tenancy Date:** This agreement is made the 1/06/2011

**Term:** The tenancy is for a period of 6 months from (1/06/2011) (regardless of the date or dates upon which the Agreement is signed by the Landlord and the Tenant) to (1/12/2011) both days inclusive. Unless either party shall have given to the other party at least two months' prior written notice of their intention to terminate the lease at (1/12/2011), the lease shall continue from month to month thereafter until terminated by prior written notice given by either party to the other which notice must coincide with the termination date. The minimum notice to be given by the Landlord shall be in accordance with statutory provisions in force from time to time. The minimum notice to be given by the Tenant shall be two months. If the Landlord gives notice in accordance with this clause, then notice shall be given by recorded delivery post or by Sheriff Officers. If the Tenant gives notice in accordance with this clause, then notice shall be given by recorded delivery post.

**Rent:** The rent is **£730.00 per month** to be paid in advance without any deduction whatsoever. The first payment of **£730.00 in cleared funds** being due on or prior to the date of taking possession. Thereafter the "Rent Due Date" will be on day "01th" of each month during the Term of this agreement. Payments shall be made monthly in advance by standing order to Bank Account Number            Sort Code Number            . It shall be the Tenant's responsibility to cancel standing order payments for rent at the termination of the period

Tenant Signature:

of let. The Tenant shall not effect such cancellation until after the last rent payment due hereunder has been received by the Landlord.

**Deposit:** The Landlord acknowledges receipt from the Tenant of the sum of **£730.00** by the way of a (non interest bearing) deposit. The deposit will be held by the Letting Agent who will act as a stakeholder.

- (1) The Tenant pays the deposit as security for the Landlord in respect of the following:
  - (a) any arrears of rent and any other monies which may be due by the Tenant to the Landlord but which remain unpaid;
  - (b) any damage to or dilapidations or deficiencies in or cleaning of the Premises or any other property belonging to the Landlord for which the Tenant may be liable including the cost of replacement keys or changing locks if not all keys are returned;
  - (c) any unpaid accounts in respect of electricity, gas and telephone services or other domestic supplies provided to the Tenant by the Landlord or the respective suppliers;
  - (d) any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
  - (e) 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 premises and payment of rent arrears or damages.
- (2) The deposit shall be held by the Landlord's Agent who may at any time deduct from the deposit any unpaid rent or other monies or any loss or expenses incurred or suffered by the Landlord or any sums expended by the Landlord arising out of the foregoing matters, but the Landlord's Agent shall notify the Tenant of any such deduction.
- (3) Provided that the Tenant has vacated the Premises and has returned all of the keys to the Premises to the Landlord or his Agent, the deposit shall be refunded to the Tenant without interest within one month following the expiration or determination of the tenancy. The deposit will be returned after deducting all such rent and other sums referred to in sub-clause 1 above (if any), but in the event of them exceeding the amount of the deposit then held, the amount of such excess shall be paid by the Tenant to the Landlord within 14 days of written demand.
- (4) The Tenant shall not under any circumstances deduct the deposit from the last payment of rental.
- (5) If at any time during the tenancy the amount then held as deposit is less than the sum originally required to be paid by the Tenant, then the Tenant may be required to pay such amount as is required to increase the amount of the deposit accordingly. The Tenant must pay this sum within 14 days of a written demand. In default of payment this amount may be recovered by the Landlord as rent.

#### **Arbitration**

The Tenant hereby agrees that should a dispute arise between themselves and the Landlord with regards to any matter other than rent arrears and recovery of the property in any way covered by the tenancy of the above mentioned property to let the "National Approved Letting Scheme" will act as arbitrators and the parties agree to be bound by their decision.

### **TERMS AND CONDITIONS:**

#### **1. INVENTORY**

The Tenant agrees that the Inventory attached to this Agreement is a full and accurate record of the contents of the Premises at the date of the commencement of the tenancy. The Tenant accepts the items detailed in the Inventory as being in good condition and in a good state of repair, unless a notice to the contrary is entered on the Inventory. On the Tenant's outgoing this Inventory shall be checked and an assessment made of the cost of making good any articles broken, lost or damaged during the tenancy or any damage to the property, fair wear and tear excepted. The Tenant agrees to replace or repair (or to pay the cost thereof, at the option of the Landlord) any of the contents or parts of the Premises which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted.

Tenant Signature: \_\_\_\_\_

## **2. LOCAL AUTHORITY TAXES AND OTHER CHARGES**

The Tenant agrees to be solely liable for the payment of any local authority taxes, charges or costs, including Council Tax (or any other tax levied in substitution therefore), in respect of the Premises during the period of the tenancy. The Tenant also agrees to be solely liable for water or sewerage charges that may become due to the local authority or to a water authority. In the event of the Landlord becoming liable to pay any taxes or charges referred to in this clause in respect of the period of the Tenant's occupancy of the Premises, the Tenant agrees to reimburse the Landlord in respect of all of any such taxes, charges or costs. The Landlord will have no responsibility in connection with any claim for exemption or relief from the said tax which the Tenant might have.

## **3. HOUSEHOLD BILLS**

The Tenant undertakes to ensure immediately upon the commencement of the tenancy and in any event within one month thereof, that the accounts for the supply to the Premises 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.

## **4. CARE OF PREMISES**

The Tenant agrees:

- (1) to keep the Premises and contents therein clean and in good order and condition, and to give them up at the end of the tenancy in the same order and condition as they are on the date of entry, ordinary wear and tear excepted;
- (2) to keep the Premises sufficiently aired and warmed at all times and, in particular, during times of the year when frost may occur, to provide adequate heating in order to prevent frost damage to the plumbing system;
- (3) not to pour any oil, grease, or other damaging materials down the drains or waste pipes; and to ensure that the sinks, drains and pipes do not become blocked;
- (4) not to bring any hazardous or combustible goods or material into the Premises; and to avoid danger to the Premises or neighbouring houses by way of fire or flooding;
- (5) not to ill-treat any furniture or furnishings provided for his use, nor permit any person residing with him to ill-treat any furniture or furnishings and in the event of the latter occurring the Tenant agrees to take such reasonable steps as are open to him to remove said person from the Premises.
- (6) to take all reasonable precautions to prevent infestation of the property. The Tenant will be liable for any reasonable costs incurred by the landlord to remove any infestation introduced to the property by the tenant or by the tenant's belongings.
- (7) Not to carry on any formal or registered trade, business or profession from the premises.
- (8) To immediately notify the Landlord of the need for any repair or emergency. The Landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.
- (9) The Tenant shall not use electrical equipment which might overload the existing electrical system.
- (10) The Tenant shall accept the premises as they stand as satisfactory in all respects and shall keep the whole premises and contents in good, clean, tenantable order and repair and properly heated and aired at all times.
- (11) The Tenant shall pay all factoring and other service charges relating to the premises.
- (12) To occupy the premises solely as a private dwellinghouse and not to do anything which in the reasonable opinion of the Landlord or the Landlord's agents constitutes a nuisance to neighbours.
- (13) To 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 premises.

## **5. COMMON PARTS**

Where the Premises form part of a tenement or block of flats, the Tenant agrees to keep the common entrance, passages and stairs and any other common parts clean and in good order in turn with other flat occupiers and, where applicable, the Tenant agrees to be responsible for the appropriate charges. The Tenant shall not leave any refuse outdoors except on the day of collection by the Local Authority and then in a properly enclosed receptacle, securely bound and correctly positioned.

## **6. MAINTENANCE OF GARDEN GROUND**

Tenant Signature: \_\_\_\_\_

Where a garden is included in the tenancy as forming part of the Premises, the Tenant agrees to use it as a private garden only and to keep it clean and tidy, properly cultivated and free from weeds and the grass regularly mown, maintaining the original standard throughout the period of agreement. The Tenant further agrees not to remove any trees or plants.

#### **7. CLEANING OF THE PREMISES**

The Tenant agrees:

- (1) to have the windows cleaned at least every six weeks during the period of the tenancy and to leave the windows so cleaned at the end of the tenancy;
- (2) to have the chimney vents of any fireplaces used during his occupancy properly swept by an insured and reputable firm and to have them so cleaned at the end of the tenancy;
- (3) to pay for any cleaning services that may be required to reinstate the Premises and contents therein to the same order that they were provided at the commencement of the tenancy including the professional cleaning of any carpets which have become soiled and all soft furnishings, blankets, curtains and the like fabrics used during the tenancy.

#### **8. ALTERATIONS**

The Tenant agrees not to make any alteration to the Premises, its fixtures and fittings, nor to hang pictures or use 'bluetack' or otherwise mark the walls, nor to carry out any internal or external decoration without the prior written consent of the Landlord or his Agent. Any requests for adaptations in terms of the Disability Discrimination Act 2006 or the Housing (Scotland) Act 2006 must be made in writing.

#### **9. FORWARDING ADDRESS**

The Tenant agrees to pass to the Landlord/Landlord's Agent prior to vacating the Premises at the end of the tenancy a forwarding address (for any deposit refund, further communication or use by a Local Authority or utilities supplier).

#### **10. TELEVISION/ TELEVISION LICENCE**

The Tenant accepts that any TV/VCR/Audio Equipment left in the Premises is by the courtesy of the Landlord and any defect or failure will not constitute a cause for complaint. The Tenant undertakes to pay any television or broadcasting receiving fees that may be due in respect of any appliance in the Premises whether such appliance is owned by the Tenant or by the Landlord

#### **11. ACCESS FOR INSPECTION AND REPAIR**

- (1) The Tenant shall permit the Landlord or his Agent with or without workmen and others upon giving not less than 24 hours written notice (except in emergency when no notice will be required) to enter upon the Premises for the purpose of satisfying the Landlord that the conditions of this Agreement are being properly carried out or for inspection or for effecting repairs or maintenance or for any other necessary purpose. In an emergency, the Landlord/Landlord's Agent reserves the right to effect forcible entry to the Premises should immediate access not be made available.
- (2) On the Landlord or his Agent giving to the Tenant notice in writing of any dilapidations, wants of repair, maintenance, cleaning and restoration to the Premises found during an inspection and of the responsibility of the Tenant hereunder, and of destruction, loss, breakage or damage of or to the interior of the Premises or to the furniture, furnishings, plenishings and contents therein the Tenant shall forthwith repair, clean, paint, and restore and make good the same as appropriate. If the Tenant shall fail to comply with the said notice within one month from the date of service of such notice then the Tenant shall permit the Landlord or his Agent to enter upon the Premises and execute such work at the expense of the Tenant and the Tenant shall pay to the Landlord or his Agent the reasonable expense of any such work. The Tenant hereby agrees that the Landlord/Landlord's Agent will carry out the utilities meter readings and a full inventory and dilapidations review sometime within 24 hours of the termination of the lease. The Tenant also agrees to be present at the time of inspection.

#### **12. ASSIGNATION AND SUBLETTING**

The Tenant agrees not to assign this tenancy to any other person; nor sublet the Premises in whole or in part; or take in lodgers or paying guests or allow other persons to share the occupation of the Premises

Tenant Signature: \_\_\_\_\_

whether or not for payment nor part with possession in any other way without the prior written consent of the Landlord.

### **13. USE OF THE PREMISES**

The Tenant agrees to occupy the Premises as his only or principal home and solely as a private dwelling-house and not to use it or any part of it for any other purpose nor to allow anyone else to do so. He agrees not to use or cause or permit to be used the Premises for any illegal or immoral purpose; nor to carry on or permit to be carried on any business, trade or profession on or from the Premises; nor to use or allow the Premises to be used as an accommodation address.

### **14. PERSONS RESIDING WITH THE TENANT**

The Tenant agrees that the names of all persons who will be residing with him are as set out in the Schedule to this Agreement and to seek permission from the Landlord or his Agent in writing of any subsequent changes; and not to permit the Premises to become overcrowded.

### **15. NUISANCE**

The Tenant agrees not to do anything or permit or suffer anything to be done in the Premises or in the vicinity of the Premises, which may be or tend to be a nuisance, annoyance or cause of damage to the Landlord or to any neighbouring or adjoining property or the owners or occupiers of it. The Tenant agrees that the Tenant and anyone living with the Tenant must not act in an anti-social manner to, or pursue a course of anti-social conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Tenant's house.

### **16. ABSENCES**

The Tenant agrees not to leave the Premises unoccupied for any period exceeding 21 days without the written consent of the Landlord or the Landlord's Agent; and on all occasions when the Premises may be unoccupied, to take all reasonable precautions to safeguard the same and the contents. The Tenant undertakes, in the event of temporary absences from the Premises, to either maintain a sufficient level of heating in order to prevent frost damage to the domestic hot water and central heating system or to turn off the water at the main source of supply, to drain the tank and pipes and to take all other precautions as may be practicable to safeguard the Premises from the action of frost or flooding.

### **17. PETS**

The Tenant agrees not to keep any animals or pets in the Premises without first having obtained the Landlord's written consent, such consent if granted to be revocable at will by the Landlord.

### **18. LOCKS**

The Tenant agrees not to install or change any locks to the Premises without first obtaining the written consent of the Landlord except in cases of emergency, and will provide the Landlord or his Agent with duplicate keys. The Landlord shall retain a set of keys for the property which can be used in the following circumstances:-

- (a) in the presence of the Tenant;
- (b) for the Landlord to enter the property to carry out repairs with the express written permission of the Tenant;
- (c) for an agent or employee of the Landlord to enter the property to carry out repairs with the express written permission of the Tenant;
- (d) for the Landlord to enter the property to carry out an inspection of the property with the express written permission of the Tenant;
- (e) to allow the Landlord to provide a spare set of keys to the Tenant should keys be lost;
- (f) to allow the Landlord to enter the property without written permission in the case of an emergency only after he has made reasonable attempts to get the Tenant's permission but has been unable to do so.

The Tenant shall allow the Landlord or anyone acting on his behalf access to the premises for the purpose of carrying out routine maintenance, repair or inspection, providing that a minimum of 24 hours written notice of intention to inspect (to be given by letter or by electronic mail), must be given by the Landlord or his agents. After such inspection, the Landlord or his agents 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 premises 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 agents to enter the premises and execute such work on the understanding that the expenses thereof shall be paid by the Tenant to the Landlord or his agents on demand. In the event of an emergency the Tenant shall allow the Landlord immediate access to

Tenant Signature: \_\_\_\_\_

the premises. The Tenant acknowledges that the Landlord shall be entitled to effect forceable entry to the premises if the Tenant refuses or fails to allow such access.

#### **19. ACCESS TO LANDLORD FOR PROSPECTIVE NEW TENANTS**

The Tenant agrees within the last three months of the tenancy on no less than 24 hours notice being given to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at any reasonable time to enter and view the Premises with prospective tenants or purchasers and to allow a "To Let" or "For Sale" board to be affixed to the Premises where required by the Landlord.

#### **20. INSURANCE**

It is hereby agreed:

- (1) that the Landlord shall insure the Premises and the common parts thereof and the Landlord's furniture and effects therein under a comprehensive insurance policy, and shall keep the same insured during the period of let against loss or damage by fire and such other risks as the Landlord deems prudent;
- (2) that the Tenant will not knowingly do or knowingly allow or permit to be done any act or thing whatsoever whereby the insurance of the Premises shall be rendered void or voidable or whereby the premiums payable in respect of such insurance shall be increased beyond the normal rate; and the Tenant will make good to the Landlord any loss or extra expense arising from a breach of this sub-clause. Where an alarm system is installed the said system must be operational at all times when the Premises are left vacant. The security number must not be changed or passed on to any third parties.
- (3) the landlord grants the tenancy of the property to the named Tenant upon the condition that the Tenant holds insurance that the Landlord or his Agent considers adequate to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the furniture fixtures and fittings at the property as described in the attached inventory.
- (4) the Tenant will be included, at his expense, in a block insurance scheme operated by the Landlord or his Agent, providing the minimum cover deemed adequate by the Landlord or his Agent, the premium to be paid to the Agent prior to the commencement of the tenancy. **OR:**
- (5) the Tenant must provide the Landlord or his Agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held, the name and address of the insurer, the policy number and date of renewal.

#### **21. COMPLIANCE WITH GAS SAFETY REGULATIONS**

The Tenant agrees not to block the ventilators in the Premises provided for the purpose of compliance with the Gas Safety Regulations; to report to the Gas Board and then to the Landlord or Agent immediately after by telephone the presence of brown or sooty build up on any gas appliance; to allow entry for the purpose of regular maintenance of gas appliances and installations in the Premises.

#### **22. SMOKE DETECTORS**

Where a smoke detector/s is/are installed in the Premises, the Tenant shall be responsible for maintaining and regularly testing such detector/s. The Tenant shall replace the battery or batteries in the smoke detectors when necessary.

#### **23. PEACEABLE OCCUPATION**

The Landlord warrants that the Tenant may have peaceable occupation and enjoyment of the Premises during the period of let always provided the Tenant pays the rent and implements the obligations herein set forth.

#### **24. REPAIRS AND MAINTENANCE**

The Landlord agrees to maintain the subjects wind and water tight and to fulfil his statutory repairing obligations. The Landlord undertakes to provide and maintain the Premises in a condition which is tenable and habitable, and which is in all respects reasonably fit for human habitation. But in the event that the Premises are rendered unfit for occupation as a result of fire or flood or for any other reason the Tenant's only claim against the Landlord shall be for abatement of rent during such period of non-occupation.

Tenant Signature: \_\_\_\_\_

**25. REPORTING DAMAGE**

The Tenant undertakes to give prompt written notice to the Landlord's Agent of the need for any repair to the Premises and contents. The Tenant shall indemnify the Landlord against any additional loss occasioned to him through the Tenant's failure to give such notice promptly.

**26. PAYMENT FOR REPAIRS**

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

**27. INDEMNITY AND LIABILITY**

- (1) The Tenant agrees to indemnify the Landlord against all liabilities for which the Landlord may become responsible as a result of anything done or omitted to be done on the Premises by the Tenant, his servants or agents or any other party for whom the Tenant may be responsible or who may have been invited onto the Premises by the Tenant and against all relative or consequential expenses, but not from any liability incurred by virtue of the Landlord failing to fulfil any duties under this Agreement.
- (2) The Tenant accepts that neither the Landlord nor the Landlord's Agent shall be liable to the Tenant for any loss, injury or damage of whatever kind which the Tenant may sustain from any defect or deficiency in any part of the Premises and the Tenant may be held to have been satisfied as to the sufficiency of the Premises and thereby renounce any claims against the Landlord or the Landlord's Agent, provided however that the Landlord or his Agent take reasonable precautions on the receipt of written warning to prevent any loss or damage occurring.

**28. HOUSING BENEFIT**

In the event that at any time during the currency of this lease the Tenant becomes entitled to housing benefit or local housing allowance or other benefit to assist him in making payment of said monthly rent, the Tenant undertakes to advise the Landlord's Agent immediately in writing and if requested to do so, will forthwith sign a mandate authorising and instructing the payer of the benefit to make payment to the Landlord's Agent.

**29. LANDLORD'S COSTS**

The Tenant undertakes to pay to the Landlord all costs and expenses, including VAT, (including, but not limited to, the costs and fees of the Landlord's solicitors and other professional advisers) which are incurred by the Landlord:

- (1) as a result of a breach by the Tenant of this Agreement or in respect of the enforcement of any of the provisions of this Agreement;
- (2) in connection with the recovery from the Tenant of the rent or any other monies due from him;
- (3) in the preparation and service of a Schedule of Dilapidations during or after the Tenancy;
- (4) in the service of any notice relating to the breach of any of the Tenant's obligations under this Agreement; and
- (5) relating to any request or consent required under this Agreement whether or not any such consent is given.

**30. RENT REVIEW**

The Landlord shall be entitled to review the rent specified in this Agreement on or after the annual anniversary of it in the manner following:

- (1) The Landlord or the Landlord's Agent shall give at least 28 days' written notice to the Tenant of the proposed rent.
- (2) The rent payable from and after the date stated in said notice shall be the rent payable immediately prior to the relevant date of review plus the agreed rent review increase.

**31. TERMINATION OF THE TENANCY BY THE TENANT**

The Tenant may only terminate the tenancy at the end date as provided for in the clause headed "Term" of this Agreement.

Tenant Signature: \_\_\_\_\_

**32. ELECTRICITY & GAS SUPPLIES.**

The tenant agrees that banking information collected during the application and lease preparation process are used to complete a paperless direct debit mandate on their behalf, to set up the utilities account for the property. The tenant will be covered by The Direct Debit Guarantee, details of which will be sent to you by the utility supplier.

**33. TENANTS' PROPERTY**

If, following termination of the period of let hereunder, any of the Tenant's personal possessions remain in the premises, then the Landlord or the Landlord's agents shall be entitled to dispose of same as he or they deem fit, and the Tenant will be deemed to have relinquished his ownership of such items. The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises. The Landlord will remove and store them for a maximum of one month. If the items are not collected within one month the Landlord may dispose of the items and the Tenant will be liable for the reasonable cost 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.

**34. INTEREST**

Interest on late payment of rent may be charged by the Landlord at 8% per annum from the date on which the rent is due until payment is made.

**35. FORM AT5 AND REPAIRING STANDARD LETTER**

The Tenant accepts that a Form AT5 and a "repairing standard letter" were served upon him before the creation of this tenancy. The Tenant accepts that the lease between the parties is a Short Assured Tenancy in terms of section 32 of the Housing (Scotland) Act 1988. The Tenant accepts that at the end of the lease the Landlord has an absolute right to recover possession of the premises.

**36. NOTICE IN TERMS OF HOUSING (SCOTLAND) ACT 1988**

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

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

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

Part I

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.

Tenant Signature: \_\_\_\_\_

## 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.

## Part II

## 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 antisocial manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- (c) pursued a course of antisocial conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "antisocial", 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.

### 37. DECLARATION

In signing this Agreement, the guarantor:

- i. acknowledges that he understands this tenancy to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988 and that as a guarantor he has no rights to occupy the property;
- 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;
- iv. confirms that he is jointly and severally liable for all costs payable by the Tenants in terms of this Lease including rent, household bills and any damage that is caused either deliberately or accidentally by the tenants or their visitors.
- v. agrees to pay on demand and in full any overdue rent or other monies lawfully due under this Tenancy Agreement for the full term of the Agreement and until vacant possession is given to the landlord.

You should always get legal advice before signing a contract.

You should get legal advice if you think that something you or your other tenants have done will make a guarantor liable for paying costs.

### 38. NOTICE & DECLARATIONS

In signing this Agreement and taking entry to the Premises, the Tenant:

#### SHORT ASSURED TENANCY

(1) acknowledges that he was served notice in Form AT5 before the creation of this tenancy (a copy of which notice is attached to this Agreement and signed as relative hereto), and that he understands this tenancy to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988;

#### TENANTABLE AT ENTRY

(2) accepts the Premises as being in good tenantable and habitable condition as at the date of entry;

#### FULL DISCLOSURE

(3) confirms that he has made full and true disclosure of all information sought by the Landlord in connection with the granting of this tenancy; and that he will inform the Landlord's Agent of any changes in his circumstances that occur during the period of the tenancy;

#### FALSE STATEMENTS

(4) 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;

#### HERITABLE SECURITY

(5) acknowledges that not later than the beginning of this tenancy the Landlord gave notice in writing to him/her that the Premises are subject to a heritable security granted before the creation of the tenancy and that recovery of possession might be sought in the

Tenant Signature: \_\_\_\_\_

event of default in payment of sums due to the heritable creditors under such security;

**LANDLORD'S HOME**

(6) acknowledges that not later than the beginning of the tenancy the Landlord gave notice in writing to him/her that possession of the Premises might be recovered on the ground (a) that at any time before the beginning of the tenancy the Landlord occupied the Premises as his only or principal home; or (b) that the Landlord requires the Premises as his/her or his/her spouse's only or principal home, and neither the Landlord nor any other person acquired the Landlord's interest in the tenancy for value.

**39. INTERPRETATION**

Reference in this Agreement to the masculine will be deemed to include the feminine and references to the singular will be deemed to include the plural.

**40. JOINT AND SEVERAL LIABILITY**

Where the expression 'the Tenant' comprises more than one person the obligations on the part of such persons shall be joint and several.

**41. REGISTRATION**

The parties hereby consent to the registration of this document for preservation and execution.

SAMPLE

Tenant Signature: \_\_\_\_\_

**IN WITNESS WHEREOF** this Agreement typewritten on this and the preceding 14 pages are executed as follows:

---

Signature Of The Landlord Or Authorised Agent .....

Signature(s) Of Tenant

(1) .....

(2) .....

THE SIGNING OF THIS AGREEMENT HAS BEEN WITNESSED BY:

In The Presence Of: .....(Signature Of Witness)

Address Of Witness: .....

Occupation: .....

As Witness The Hands Of The Said Parties This Day 01/04/11

GUARANTOR:

I Hereby Confirm I Have Read And Have Understood This Document In Its Entirety.

Signature Of Guarantor: .....

Address Of Guarantor: .....

Occupation: .....

Date: ..... / ..... / .....

Tenant Signature: .....