

Tenancy Agreement for:

**134 Great Northern Road
Aberdeen
AB22 8NZ**



Version 01/07/2020 1

Created using the:

**Scottish Government Model
Private Residential Tenancy
Agreement incorporating Covid-19
Procedures**

**For the Private Rented Sector
October 2017**

**including changes as per Errata of
December 7 2017 and January 10
2019**



SCOTTISH GOVERNMENT MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT

FOR THE PRIVATE RENTED SECTOR

This version of the Agreement is in place for the duration of the emergency COVID-19 procedures (until 30 September 2020 unless updated)

April 2020

The private residential tenancy: know your rights

Your tenancy agreement

- Your tenancy is open-ended, which means it doesn't have a fixed length or a set date it will end. Your landlord **cannot** include an expected end date or minimum period in your tenancy agreement.
- If you are a joint tenant, all tenants are responsible for the rent, together and separately. This will apply for as long as the tenancy continues.
- To end a joint tenancy, **all the joint tenants** must agree to end it and give the landlord written notice that they want to leave. (You can transfer your interest in the tenancy to someone else, if you have your landlord's permission.)

Your deposit and rent

- Your landlord can only increase your rent once in a 12-month period, and must give you at least three months' notice that they are going to do this. **If you think an increase is unreasonable, you can ask a rent officer from Rent Service Scotland to make a decision on whether it is fair.**
- It is against the law for a landlord or letting agent to charge a fee or premium, or enter into a loan arrangement with you, as a condition of granting, renewing or continuing your tenancy. They can only charge you rent and a refundable deposit, and the deposit must not be more than two months' rent.
- If you have paid a landlord a deposit, they must pay it into an approved tenancy deposit scheme, and give you further information about this within **30 working days** of the start of your tenancy. This information should include, for example, the amount paid and the date it was paid, the address of the property, confirmation that the landlord is registered, and contact details for the scheme.
- If your landlord has not paid your deposit into the scheme within this 30-day timescale, you can take them to the First-tier Tribunal for Scotland (Housing and Property Chamber), where they could be told to pay you up to three times the value of the deposit.

Repairs

- You can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if your home doesn't reach a minimum standard of repair (known as the repairing standard).

Ending a tenancy

- Your landlord cannot end your tenancy without good reason. They can only end it by giving you 'notice to leave' for one or more of 18 reasons (grounds).
- If your landlord asks you to leave, they must give you (during the emergency COVID-19 procedures) either 6 months' or 3 months' or 28 days' notice depending on the ground used.
- If you want to leave, you must give your landlord 28 days' notice in writing. In your notice you will need to state the day you want the tenancy to end (this is normally the day after the notice period has ended).
- If you disagree with the reason given in the notice to leave given to you by your landlord, you do not need to leave your property until such times as your landlord has obtained an eviction order from the First-tier Tribunal (Housing and Property Chamber).
- If you think that your tenancy was ended unlawfully (for example, the landlord served you with a notice to leave on the grounds that they intended to sell the property, but then they let it to another tenant), you can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) The Tribunal can award you up to six months' rent.

For more information on any of these rights, please see the relevant section of the following tenancy agreement.

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SECTION 1: HOW TO USE THE MODEL

A Landlord is under a duty to provide the written terms of a private residential tenancy under section 10 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”). This is the Scottish Government’s Model Private Residential Tenancy Agreement (“Model Tenancy Agreement”) which may be used to fulfil this duty.

This Model Tenancy Agreement contains two categories of clause:

The first category is the **core rights and obligations**, which includes, among other things, the statutory terms applicable to all private residential tenancies, the repairing standard and tenancy deposits. They are ‘mandatory clauses’ which must feature in any agreement prepared using this model. These terms are laid down in the Act, supporting secondary legislation and other relevant housing legislation and are indicated in **bold** typeface. These clauses should be read alongside the relevant legislation, as the legislation takes priority and may change from time to time.

The second category is discretionary terms, which the Landlord may or may not wish to include in the written tenancy agreement. These are in ordinary typeface. The Model Tenancy Agreement contains a number of suggested terms which the Landlord may edit or remove as required. This category will also include any additional terms the Landlord chooses to add. Any additional terms added or edited by the Landlord must comply with the requirements of the Act, supporting secondary legislation and other relevant legislation.

Some of the mandatory and discretionary clauses contain square brackets [], this indicates clauses with options depending on the terms of the tenancy (such as frequency of rent payments).

Easy read notes on all of the clauses contained in this Model Tenancy Agreement are provided in the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement. If your Landlord has used this Model Private Residential Tenancy Agreement they must also give you a copy of these Notes.

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

A key to the different categories of clause has been included as a footnote for ease of reference.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

Italic Text - Text added by the Landlord

SECTION 2: GLOSSARY OF TERMS & INTERPRETATION

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

- **Assignment:** Where a Tenant transfers his or her rights to a private residential tenancy (or share in a joint tenancy) to another person, subject to obtaining the Landlord's prior written permission.
- **Common Parts:** in relation to premises, the structure and exterior of, and any common facilities within or used in connection with, the building or part of a building which includes the premises but only in so far as the structure, exterior and common facilities are not solely owned by the owner of the premises.
- **Data Protection Laws:** any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.
- **Eviction ground:** one or more of the grounds named in schedule 3 of the Act on the basis of which an eviction order may be issued by the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal").
- **Eviction order:** an order issued by the Tribunal which brings a private residential tenancy to an end on a certain date.
- **Fixed carbon-fuelled appliance:** an appliance that is attached to the building fabric or connected to a mains fuel supply and burns fuel to produce energy.
- **GDPR:** the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- **Guarantor:** a third party, such as a parent or close relative, who agrees to pay rent if the Tenant doesn't pay it and meet any other obligation that the Tenant fails to meet. The Landlord can take legal action to recover any unpaid rent, from a guarantor.
- **House in Multiple Occupation (HMO):** Living accommodation is an HMO if it is occupied by three or more adults (aged 16 or over) from three or more families as their only or main residence and comprises either a house, premises or a group of premises owned by the same person with shared basic amenities (a toilet, personal washing facilities, and facilities for the preparation or provision of cooked food) as defined in section 125 of the Housing (Scotland) Act 2006.
- **Jointly and severally liable:** where there are two or more Joint Tenants, each Joint Tenant is fully liable to the Landlord(s) for the obligations of the Tenant under this Agreement including, in particular, the obligation to pay rent. Likewise, each joint Landlord is fully liable to the Tenant(s) for the obligations of the Landlord under this Agreement.
- **Landlord:** includes any Joint Landlord (also see 'Jointly and severally liable' above).
- **Let Property:** the property rented by the Tenant from the Landlord.

Key:-

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- Letting Agent: works for the Landlord of a Let Property and offers a range of services from finding suitable Tenants, collecting rent, arranging repairs etc.
- Neighbour: any person living in the neighbourhood
- Neighbourhood: the local area of the Let Property
- Overcrowding: A house is regarded as being overcrowded if it fails either of two tests - the room standard and/or the space standard (see definition of each test below).
- Private Residential Tenancy: a tenancy where the property is let to an individual as a separate dwelling; the Tenant occupies all or part of it as the Tenant's only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Act.
- Registered Landlord: a person who is entered in the register prepared and maintained by the local authority for the purposes of Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004.
- Rent: any sum payable periodically by the Tenant to the Landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
- Rent-increase notice: the notice that a Landlord under a private residential tenancy must use when notifying a Tenant of a proposed rent increase.
- Rent officer: an independent officer appointed by law who can decide how much rent is payable under a private residential tenancy. He or she can also decide the amount that a Landlord can add when increasing the rent in a rent pressure zone to reflect any improvements made to a Let Property.
- Rent Pressure Zone (RPZ): a defined area in which Scottish Ministers have put a cap on how much rents for existing Tenants can be increased by each year. Any cap set by Scottish Ministers will be at least consumer prices index (CPI) plus 1%, and can last for up to 5 years. Landlords with property within a rent pressure zone can apply to a rent officer for an additional amount of rent to reflect any improvements they have made to the Let Property.
- Statutory terms: the terms which apply to every private residential tenancy.
- Tenant: includes any joint Tenant or joint sub-Tenant (also see 'Jointly and severally liable' above)
- The Tribunal: the First-tier Tribunal for Scotland Housing and Property Chamber, the body which deals with all civil disputes arising from a private residential tenancy.
- The room standard: this is contravened when two people of opposite sexes, who are not living as husband and wife, have to sleep in the same room. This does not apply to children under 10. The rooms regarded as sleeping accommodation are defined as being 'of a type normally used in the locality either as a bedroom or as a living room'.
- The space standard: sets limits on the number of people who can occupy a house, relative to both the number and floor area of the rooms available as sleeping accommodation. For this purpose, children aged at least one but less than 10 count as half of a person, while children under the age of one do not count at all. Rooms of less than 50 square feet are not taken into account.

Declaring for the purposes of this Agreement that words in the singular include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions to be met by "the Tenant", including payment of the rent, apply to all such persons jointly and severally.

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SECTION 3: MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT

1. TENANT

Name(s) and Address(es): (1) _____

(2) _____

(3) _____

(4) _____

(5) _____

("the Tenant(s)")

Where this is a joint tenancy, the term "Tenant" applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable for all of the obligations of the Tenant under this Agreement.

Email address(es): (1) _____

(2) _____

(3) _____

(4) _____

(5) _____

Telephone number(s): (1) _____

(2) _____

(3) _____

(4) _____

(5) _____

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2. LETTING AGENT

Name: *Mr Terrence William Allan*

Letting Agent 1

Address: *32 Middleton Circle*

Bridge of Don

Aberdeen AB22 8NZ

Telephone number: *01224 821448 (Home) and 07590 690391 (Mobile)*

Registration number: *245215/100/31391*

Email address: *terry@allans.org*

The Agent will assist in delivering the following services on behalf of the Landlords:

HMO certification, ongoing maintenance and property management, first line tenant communication,

The Agent is the first point of contact for the following:

Any ongoing house related maintenance issues

Name: *Mr Garry Robert Allan*

Letting Agent 2

Address: *The Cottage*

85 Bridge Street

Montrose DD10 8AF

Telephone number: *01674 678605 (Home) and 07809 872809 (Mobile)*

Registration number: *246470/100/11371*

Email address: *garryrallan@me.com*

The Agent will assist in delivering the following services on behalf of the Landlords:

First line communication with prospective tenants including tenant introductions and viewings, contracts and all financial matters.

The Agent is the first point of contact for the following:

Room letting and contractual issues

3. LANDLORD

Name (1): *Mrs. Linda Myra Janet Allan*
 (“the Landlord(s)”)

Name (2): *Mrs Jacqueline Karen Allan*

Address (Landlord 1): *32 Middleton Circle, Bridge of Don, Aberdeen AB22 8NZ*

Address (Landlord 2): *The Cottage, 85 Bridge Street, Montrose DD10 8AF*

Email address(es): *linda@allans.org* *Linda Allan*
jacqueline260663@icloud.com *Jacqueline Allan*

Telephone numbers: *01224 821448 or 07590 690392 Linda Allan*
01674 678605 Jacqueline Allan

Registration number (Landlord 1): **245228/100/01211**

Registration number (Landlord 2): **245348/100/01211**

4. COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using:

- hard copy by personal delivery or recorded delivery; or
- the email addresses set out in clauses [2 or 3] and 1].

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.

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5. DETAILS OF THE LET PROPERTY

Address: 134 Great Northern Road (“the Let Property”)

Aberdeen

AB24 2BE

Type of property: Terraced House

Any other areas/facilities included with the Let Property:

The specific room privately rented under this Tenancy Agreement is Bedroom [REDACTED]

Any shared areas/facilities: *Sitting room, dining area, kitchen, utility room, bathroom, shower room, garden (rear), parking (front) garden shed (rear)*

Any excluded areas/facilities: *Loft spaces*

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 is a House in Multiple Occupation (HMO).

HMO 24-hour contact number: 01224 821448

HMO licence expiry date: 14th February 2021

or

renewal application submitted to the local authority.

6. START DATE OF THE TENANCY

The private residential tenancy will start on: [REDACTED]

(“the start date of the tenancy”)

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7. 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.

8. RENT

The rent is £ [REDACTED] a calendar month payable in advance.

The first payment will be paid on [REDACTED] and will be for the sum of £ [REDACTED] in respect of the period [REDACTED] to [REDACTED]. (The maximum amount of rent which can be paid in advance is 6 months' rent.)

Thereafter payments of [REDACTED] must be received on [REDACTED] (*insert day/date*) and then subsequently on or before the same date each calendar month thereafter.

Method by which rent is to be paid: *Electronic Bank Transfer*

(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:

The rent paid is inclusive of: private use of one room including: shared use of a common sitting room and common dining room, shared use of cooking and bathroom/showering facilities, shared use of utility room; shared use of all available storage cupboards within common areas; shared use of the garden and a garden shed; all charges made for Council Tax, Sewerage Tax and Water Tax; all costs of fuel for heating, lighting, and cooking; telephone line rental costs, use of telephone for incoming calls, use of telephone for emergency outgoing calls, all costs associated with shared use of an unlimited fibre optic broadband facility; TV Licence for common areas; regular monthly professional cleaning of common areas; some professional gardening services; regular window cleaning services. All rooms are fully furnished. There are no charges in addition to rent paid other than an end of tenancy room cleaning charge or for chosen optional services (see clause 37 - Further Terms).

9. RENT RECEIPTS

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

10. RENT INCREASES

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

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Regulations 2017'. The notice will be sent using the communication method agreed in the 'Communication' clause above.

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

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

11. DEPOSIT

The Landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 working days of the start date of the tenancy. (when a deposit is paid in instalments then each instalment must be lodged within 30 working days of that instalment being paid)

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 £ [REDACTED] 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 *Safe Deposits Scotland*

their contact details are: *Lower Ground, 250 West George Street,
Glasgow G2 4QY
Tel 0333 321 3136*

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.

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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>)

12. SUBLETTING AND ASSIGNATION

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

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

13. NOTIFICATION ABOUT OTHER RESIDENTS

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

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

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

When allowing a person to occupy the Let Property with the Tenant as that person's only or principal home, the Tenant must ensure that the Let Property does not become an unlicensed "house in multiple occupation" (HMO) (see SECTION 2: GLOSSARY OF TERMS for definition of "house in multiple occupation").

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The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, payable by the Landlord or his or her Agent as a result of the accommodation being, as a consequence of the Tenant's breach, deemed an unlicensed or unregistered "house in multiple occupation".

14. **OVERCROWDING**

The number of people who may live in a Let Property depends on the number and size of the rooms, and the age, gender and relationships of the people. Living rooms and bedrooms are counted as rooms, but not the kitchen or bathroom.

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

15. **INSURANCE**

The Landlord is responsible for paying premiums for any insurance of the building and contents belonging to him or her, such as those items included in the 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.

16. **ABSENCES**

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

17. **REASONABLE CARE**

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

- keep the Let Property adequately ventilated and heated;
- 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;

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- not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- prevent water pipes freezing in cold weather;
- avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
- ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;
- not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms.

18. THE REPAIRING STANDARD etc. AND OTHER INFORMATION

THE REPAIRING STANDARD

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

The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The Landlord also has a duty to repair and maintain the Let Property from the start date of the tenancy and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, the Landlord must complete the work within a reasonable time.

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

- The Let Property must be wind and water tight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire¹.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas².

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.](#)

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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.

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.

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.

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.

Key:-

Normal Text: Mandatory clauses - core rights and obligations

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Italic Text - Text added by the Landlord

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

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.

Installations:

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

Energy Performance Certificate (EPC):

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

Furnishings:

Landlords should ensure that all upholstered furniture provided complies with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended, as evidenced by the permanent labelling.

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.

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.

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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').

PAYMENT FOR REPAIRS

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

INFORMATION

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

- gas safety certificate;
- electrical safety inspection reports (EICR and PAT);
- energy performance certificate (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

19. 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.

20. ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS

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

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.

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21. RESPECT FOR OTHERS

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

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

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

- make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments and DIY and power tools;
- fail to control pets properly or allow them to foul or cause damage to other people’s property;
- allow visitors to the Let Property to be noisy or disruptive;
- vandalise or damage the Let Property or any part of the common parts or neighbourhood;
- leave rubbish either in unauthorised places or at inappropriate times;
- allow any other person (including children) living in or using the property to cause a nuisance or annoyance to other people by failing to take reasonable steps to prevent this;
- harass any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason. This includes behaviour due to that person’s race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;

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

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

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

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22. EQUALITY REQUIREMENTS:

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

23. DATA PROTECTION

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

24. ENDING THE TENANCY

This Tenancy may be ended by:-

- The Tenant giving notice to the Landlord
 - The Tenant giving the Landlord at least 28 days' notice in writing to terminate the tenancy, 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.
 - The Landlord giving notice to the Tenant, which is only possible using one of the 18 grounds for eviction set out in schedule 3 of the Act. This can happen either:-
 - By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds, and the Tenant choosing to leave. In this case, the tenancy will come to an end on the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the Let Property, whichever is the later.
- or:-
- By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds and then, if the Tenant chooses not to leave on the day after the notice period expires, subsequently obtaining an eviction order from the Tribunal on the stated eviction ground(s). In this case, the tenancy will come to an end on the date specified in the eviction order.

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

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 your Landlord must give you will depend on the eviction ground used. The notice period (during COVID-19 emergency procedures) will either be 6 months, 3 months or 28 days. Details of the amount of notice that your landlord must give you for each ground are detailed below:

Grounds that require 6 months' notice:

- Your Landlord intends to sell the Let Property
- The Let Property is to be sold by the mortgage lender
- Your Landlord intends to refurbish the Let Property
- Your Landlord intends to use the Let Property for a non-residential purpose
- The Let Property is required for a religious purpose
- You cease to be - or fail to become - an employee of the Landlord
- You no longer need supported accommodation
- You have breached a term(s) of your tenancy agreement
- You are in rent arrears over three consecutive months
- An Overcrowding Statutory Notice has been served on your Landlord

Grounds that require 3 months' notice:

- Your Landlord intends to live in the Let Property
- Your Landlord's family member intends to live in the Let Property
- You have a relevant criminal conviction
- You have engaged in relevant antisocial behaviour
- You have associated in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour
- Your Landlord has had their registration refused or revoked
- Your Landlord's HMO licence has been revoked or renewal has been refused

Ground that requires 28 days' notice:

- You are no longer occupying the Let Property

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.

Key:-

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25. CONTENTS AND CONDITION

The Tenant agrees that the signed Inventory and Record of Condition, [attached as Schedule 1 to this Agreement/ which will be supplied to the Tenant no later than the start date of the tenancy] is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the 'start date of the tenancy' section) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

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

26. LOCAL AUTHORITY TAXES/CHARGES

The Tenant will notify the local authority that they are responsible for paying the council tax and any other associated charges.

27. UTILITIES

The tenant has no more to pay unless usage results in an additional charge by the service provider. (eg telephone use to specific numbers which are chargeable, or contracts signed with specific suppliers of media services such as Netflix or Sky). Contract details are available in information packs in the property.

Telephone: The telephone line provided can be used at any time for incoming calls, for outgoing calls to any of the landlords, and for outgoing calls to the emergency services.

28. ALTERATIONS

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

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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.

29. COMMON PARTS

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

30. PRIVATE GARDEN

The Tenant will maintain the garden in a reasonable manner.

31. ROOF

The Tenant is not permitted to access the roof without the Landlord's written consent, except in the case of an emergency.

32. BINS AND RECYCLING

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

33. STORAGE

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

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34. DANGEROUS SUBSTANCES including liquid petroleum gas

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

35. PETS

The Tenant agrees not to keep or allow visitors to have any animals or pets (including birds, reptiles and fish) in the Let Property. This excludes Guide, Hearing or Assistance Dogs when accompanied by their owner. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common areas, nuisance either to neighbours or in the locality of the Let Property.

36. SMOKING

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, anywhere within the Let Property. This includes e-cigarettes and any form of vaping kit.

The Tenant will not smoke in stairwells or any other common parts.

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37. ADD ANY ADDITIONAL TENANCY TERMS HERE

This Clause (37) contains Landlord specified conditions which are additional to the Mandatory and Discretionary Clauses in the Scottish Government Model Private Residential Tenancy Agreement.

Further to Clause 8 the late payment of rent is a breach of this agreement without the prior agreement of a landlord or agent.

Further to Clause 8 the optional services available relate to possible provision of bedlinen and related soft furnishings to match pictures on the website at allansonline.com. Current charges can be found on the website and/or can be provided as requested.

Further to Clause 11 the landlord may make representations at the expiry or end of the tenancy to use the deposit which will be held by Safe Deposit Scotland to meet in entirety or in part any outstanding sums or accounts due by the Tenant, the cost of repairing or replacing any of the fittings, fixtures or items (including keys) which have been broken, damaged or lost and the expense of making good any situation or occurrence resulting from the Tenant failing to fulfil any of the other conditions of this lease. For clarification, on termination of the tenancy, the tenants room should also be left clean and tidy, and in the same state as when the initial lease agreement was signed, subject to reasonable wear and tear. Also on termination of the tenancy all keys supplied must be returned personally by the tenant to a Landlord or an Agent who will then issue a receipt for the keys. Non-return of keys could compromise external and/or internal security of the property. Under such circumstances the Landlord will seek recompense to ensure restoration of security to its prior level.

Further to Clause 12 The Tenant agrees not to allow another person share the occupation of the premises, whether or not for payment, other than occasionally as a guest. The property is HMO licensed for a maximum of five people and when the property has a full complement of five tenants the HMO specified maximum of five individuals is reached.

Further to Clause 17:

(i) The Tenant undertakes, in conjunction with the other tenants, as appropriate, to sweep and clean the common stairways, bathroom(s), kitchen(s), sitting room, landings, vestibule and outside paths and to co-operate with other tenants and the owners of or adjacent properties in keeping the garden, back green or other communal areas well maintained, clean and tidy. To facilitate this process, a fair, suitable and appropriate cleaning and garden maintenance schedule should be produced by the tenants, for the tenants.

(ii) The Landlords will be responsible for maintaining the Property in a wind and watertight condition and for all repairs to the exterior and interior of the Property (unless such repairs are necessitated as a result of the misuse or negligence of the Tenant, in which case the cost of such repairs will be met by the Tenant). In particular if any blockage of drains is due to the Tenant's misuse of the drains, the Tenant shall be liable to clear the blockage or obstruction or to reimburse the Landlord of any expense which the Landlord may incur in connection therewith.

(iii) Where Saniflo or equivalent small bore waste pumping systems are available in the property, tenants must not permit any item into the related waste system which potentially could damage the system or cause a blockage. Saniflo systems are designed to deal with disposal of organic waste products, water or paper. Toilets connected to Saniflo small bore waste pumping systems must not be used to dispose of items of such as cloths, tampons, sanitary towels, cotton wool, cotton buds, nappies, wipes or condoms. Solvents such as white spirit, turpentine or other paint brush cleaners, can damage rubber/neoprene components of the system and so a Saniflo unit must not be used to dispose of solvents or other such chemicals. Also paint brushes must not be cleaned in sinks or basins attached to Saniflo units. Details relating to the correct and safe use of Saniflo systems are made available to all tenants where applicable. The Tenant will be liable for the cost of repairs to Saniflo systems where the need for repairs is attributable to his fault or negligence, or that of any of his visitors.

(iv) In general the Tenant will be liable for the cost of any repairs where the need for them is attributable to his fault or negligence, or that of any of his visitors. In particular the Tenant will make good any broken glass, windows or mirrors in the Property and shall also reimburse the Landlord for any excessive deterioration in the decoration of the Property.

(v) It is not permitted to drive any nails into the walls or interfere in any way with the decoration or fixtures of the Property adjuncts.

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Bold Text: Text added by the Landlord

(vii) Should the Tenant leave the Property unoccupied for any length of time the central heating system must be set to provide sufficient heating to alleviate the potential effects of cold temperatures on the Property or the Tenant must arrange to turn off the water at the mains and to drain the pipes and tanks and turn off the electricity and gas supplies at the mains.

(viii) Condensation and humidity within the property requires careful management. Documentation regarding the management of condensation is available on the Landlords website at <http://www.allansonline.com>. Where there has been lack of attention to this matter the tenant may be charged for any damage caused by condensation, mould or any of the other damaging results of lack of attention to humidity control within the property.

(ix) When showering or bathing, care should be taken not to transfer water from the shower or the bath onto the floor. If, however, this occurs, any water on the floor or on any other surface should be mopped up and any damp or wet mats should be lifted from the floor. Where there has been lack of attention to this matter the tenant will be charged for any damage caused by water damage to the floor or other surfaces.

(x) ensure not to use any of the domestically plumbed waste systems to dispose of any item which potentially could damage the system or cause a blockage. This includes items of a sanitary nature such as tampons and sanitary towels and also includes items such as condoms, cotton wool, cloths, cotton buds, nappies, or wipes

(xi) maintain the security and integrity of the building and its surrounding out-houses by closing windows and locking doors and gates appropriately and by ensuring all supplied internal and external door and gate keys are kept safe and secure at all times.

(xii) inform the landlord immediately of any maintenance requirements including water ingress, and worn or malfunctioning equipment, hardware, components and equipment

Further to Clauses 17 and 34 and to safety requirements listed elsewhere in this document tenants are required to engage in a process of facilitation of their safety by:

(i) Ensuring that they have read, understand, and agree to implement the content of: the Fire Safety Notices as posted in each bedroom and in common areas. The policy stresses person safety over property safety in the event of a fire. These notices also record on what action to take in the event of a fire.

(ii) Ensuring that they have read, understand, and agree to implement the content of the removable 'Emergency Procedures in the Event of a Fire' as posted on the wall at each entrance/exit door. This pack provides advice on suitable actions tenants should take in the event of a fire.

(iii) Checking and documenting, at regular scheduled times, the function of the smoke alarm system. This process is detailed in the tenant induction pack and in the 'Fire Alarm Testing and Incident Log' and the associated 'Fire Alarm Schedule' documentation as posted in an identified common area of the property.

(iv) Agreeing not to use mains adaptors, not to 'daisy chain' extension cables, and to be safety conscious in the use of extension cables with regard to their electrical and general physical condition and they should be run in such a way that they do not become a potential electrical or physical hazard.

(v) Checking and documenting, at regular scheduled times, the function of the auto close mechanisms on doors. This process is detailed in the tenant induction pack.

(vi) Engaging with other tenants in the property, as a group, to discuss a suitable exit strategy in the event of a fire and to review that strategy from time to time. Fire Notices currently advise tenants to "Make an Escape Plan: Plan an escape route for yourself and one for others in consultation with other members of the household".

(vii) Implementing an incident management procedure which involves emailing the landlord in the event of any fire incident. The landlords will investigate and formally record any incidents.

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Key: - Text added by the Landlord

Further to Clauses 17 and 34:

- (i) to comply with the Gas Safety Regulations a room with a gas fire and/or open flue boiler cannot be used as sleeping accommodation.*
- (ii) to conform to HMO safety regulations candles and portable heaters (gas or electricity) are not permitted to be used in the property.*
- (iii) the Property is designated as a No Smoking area.*
- (iv) fireplaces are for ornamental purposes only and under no circumstances are fires permitted in the property.*
- (v) all cooking must be carried out in the designated kitchen areas.*
- (vi) for reasons of safety deep frying is not permitted within the property. This includes deep frying with dedicated thermostatically controlled deep frying equipment.*
- (vii) nothing belonging to the Tenant or visitors may be left or stored in the common stairs, vestibule, landings or exterior pathways.*
- (viii) it is particularly important that waste paper or other combustible materials are not left at entrances/exits or staircases leading to these entrances/exits.*
- (ix) to conform to HMO safety regulations it is not permitted to wedge doors open.*

Further to Clause 19 and to safety requirements listed elsewhere in this document tenants are expected to engage in a process of facilitation of their safety by ensuring that a landlord is informed timeously if:

- (i) the boiler is not working properly;*
- (ii) the water is not coming out of the taps at a sufficiently high temperature - at least 50 degrees centigrade;*
- (iii) the cold water is still running warm after you have initially run the water for a short time. It should not be above 20°C;*
- (iv) there are any problems, debris or discolouration in the water.*

Further, tenants will be expected to carry out the following safety procedures as described:

- (v) Run little used taps or showers for two minutes at least once a week. Where showers or spray taps are fitted – Keep out of the way whilst this is being done as far as possible;*
- (vi) Clean any shower heads and spray taps (including any removable inserts and hoses) periodically. These should be cleaned and disinfected quarterly;*
- (vii) Where the property is left vacant for any time make sure that when it is occupied again, and at the outset, that both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.*

Further to Clause 21 the Tenant, and his/her visitors must, when using the broadband facility supplied, adopt Internet standards of use which are legal, ethical, and moral. Broadband is provided for the Tenant as a convenience and on the understanding of its value to individuals in the twenty-first century. The facility within the Property must be used, appropriately, responsibly, with respect for all other users of the Internet, and their privacy, and within the Law. A copy of the Telephone and Broadband service contract for the Property is available for the Tenant to review. It is the responsibility of the Tenant to remain within the conditions of use detailed within the contract. It is also the responsibility of the Tenant to make payment for any services, purchases, or expenses incurred resulting from his use of the broadband facility, other than that described in Clause 8 and detailed in the afore mentioned Telephone and Broadband service contract. Access to the Internet is provided within the terms of the Tenancy Agreement. No other costs associated with access to the Internet are covered by the Agreement.

Further to Clause 24 and by the end of a tenancy:

- (i) all furnishings and other itinerery items in the tenant's room must be returned to their original positions.*
- (ii) all the tenant's personal items including food, laundry and cleaning products, toiletries, and cosmetics must be removed from the property, garden and shed.*
- (iii) redirection of all personal mail must be arranged.*
- (iv) all keys for the property held by the tenant must be returned to a Landlord personally.*
- (v) a Landlord must be in possession of an up to date mobile number and email address in order to facilitate the return of the deposit through Safe Deposit Scotland.*

Further to Clause 26 any Council Tax payable along with associated water and sewerage charges is included in the rent paid for this tenancy.

Further to Clause 27:

- (i) The Tenant undertakes to ensure that the accounts for the supply to the accommodation of any services not listed in Clause 5 above are entered in his name with the relevant supplier unless through mutual agreement a Landlord or an Agent manages payment of the utilities supplied to the tenant. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy. For example these services might include any telephone charges not listed in Clause 5 above, Internet-related charges not subsumed within the supply of the Property Broadband facility, TV Licences or satellite TV.*
- (ii) The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services on termination of the tenancy.*
- (iii) The Tenant agrees not to change suppliers of the services detailed in Clause 27,*

Further to Clause 28:

- (i) Wall hangings, pictures or posters are permitted on walls within bedrooms or in common areas as long as professionally appropriate picture hooks or fitments are used. Where the fitment is likely to require a screw or a similarly more permanent fixing, permission is required from the Landlord prior to fitting.*
- (ii) Drawing pins, tacks, nails, screws, sellotape, masking tape, Blu-Tak or similar products are not permitted on any wall, door or other surface without permission from the Landlord.*
- (iii) Any tenant who would find a pin-board useful to overcome limitations imposed by the conditions otherwise set into this Clause should contact the Landlord.*

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Bold Text: Text added by the Landlord

Further to Clause 31 and for health and safety reasons the Tenant is not permitted to access the roof nor the loft space. If the Tenant wishes to use the loft space (as available) for storage purposes a Landlord or an Agent will manage and organise the storage and subsequent access to the stored items.

Further to Clause 32 the Tenant must comply with any local arrangements for the disposal of refuse and other items and is encouraged to adopt current local council recycling practices. It is particularly important that waste paper or other combustible materials are not left at entrances/exits or staircases leading to these entrances/exits whether or not they are to be recycled.

Further to Clauses 2, 8, 18 and 20, specific demands placed on a Landlord in HMO properties, where all services and utilities are managed on behalf of tenants, requires some flexibility by tenants with regard to access to the property to manage contractors, check on works done and to provide contractors and utilities with up-to-date information and data. To facilitate management of maintenance contractors (eg electrical, plumbing, decorating, building services), cleaners, gardeners, window cleaners and contracts associated with the utilities (gas, electricity, telephone, broadband) the Tenant thus agrees that on such scheduled and notified visits by representatives of any of these services the Landlord can be in attendance without specific notice prior to the visit (for preparation), during the visit (for observation and discussion) or just afterwards (for quality control and checking). Additionally meter readings are required regularly which requires the Landlord to access the vestibule area only. It will also be assumed that for the convenience of Tenants and the Landlord that no prior notice is necessary to carry out this function. Details of the dates of attendance of cleaners, window cleaners and gardeners can be found on the website of the property and a copy of this information is available in the Information Pack available in the property. Additionally if an individual feels that work is required to be done urgently in their personal bedroom (eg bed breaks) or in some other location in the house, a landlord will generally be able to assist within a short time period of the request being made. The Tenant agrees under these circumstances it is the responsibility of the tenant requesting help to advise others in the house at that time that a landlord has been requested to undertake some work and as such will be in attendance at a time specified.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

Italic Text - Text added by the Landlord

- (i) *Bicycles are not permitted inside the property.*
- (ii) *Large items of outdoor sports equipment are not permitted in the property without prior agreement and appropriate storage covers or containers.*
- (iii) *It is not permitted to take any inventoried room items outside, including furniture, soft furnishings, bedding, bed linen, cushions and throws.*
- (iv) *Nothing belonging to the Tenant or visitors may be left or stored in the common stairs, vestibule, landings or exterior pathways.*
- (v) *In the event of there being a television set, stereo, video, DVD player, CD or cassette player or other audio or video equipment shown in the Inventory of contents then such items may not necessarily be repaired or replaced by the Landlord in the event of breakdown.*
- (vi) *The Tenant will be expected to adopt an energy use policy consistent with what might be considered good practice in respect of energy conservation whilst continuing to live in a comfortable environment within the Property.*
- (vii) *To facilitate engagement with tenants, to provide tenants with an opportunity of provide feedback and other information to the Landlords, and to facilitate the planning for a preventative maintenance and development schedule to the benefit of tenants and the Property, the Tenant agrees that a short meeting in the Property may be scheduled for the last Sunday in every month at 5pm or exceptionally at other times in the common lounge area of the Property, to which any or all tenants are invited and may if they wish attend. There will be no pre-determined agenda. A Landlord or an Agent will be present. As appropriate the Landlord or Agent present may take minutes of the meeting and thereafter they will be circulated to all tenants within 7 days. Tenants will be notified at least two weeks in advance of any such meetings.*
- (viii) *The Tenant agrees to tell the Landlord if he/she is to be absent from the accommodation for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to secure the accommodation prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage. Additionally the Landlord must be notified should the property be left unoccupied for a period of fourteen days or more to enable inspections to be made of the Property. This is an insurance related condition.*
- (ix) *The tenant agrees that an end of tenancy clean is carried out by a professional cleaning company on the room vacated. There is a minimum charge of £20 for this required service. It is stressed that this is supplementary to any cleaning done by the tenant on completion of the tenancy. If additional work is required by the professional cleaners to reinstate the room to the condition of the room, as supplied, an additional claim will be made.*

Key:-

Normal Text: Mandatory clauses - core rights and obligations

Italic Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

Bold Text: Text added by the Landlord

38. THE GUARANTOR

The Guarantor guarantees all payments of rent, any other obligations under this Agreement, and any other payments due to the Landlord which the Tenant is required to pay under this Agreement, and liability continues in respect of any payment due but not paid even after the termination of this Agreement or any alteration to this Agreement.

Guarantor 1

Name(s) of Tenant(s) for whom Guarantor 1 will act as Guarantor	
Guarantor 1 Signature	
Guarantor Full Name (Block Capitals)	
Guarantor Address	
Date:	

Guarantor 2

Name(s) of Tenant(s) for whom Guarantor 2 will act as Guarantor	
Guarantor 2 Signature	
Guarantor Full Name (Block Capitals)	
Guarantor Address	
Date:	

Guarantor 3

Name(s) of Tenant(s) for whom Guarantor 3 will act as Guarantor	
Guarantor 3 Signature	
Guarantor Full Name (Block Capitals)	
Guarantor Address	
Date:	

Key:-

Normal Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

Italic Text - Text added by the Landlord

Guarantor 4

Name(s) of Tenant(s) for whom Guarantor 4 will act as Guarantor	
Guarantor 4 Signature	
Guarantor Full Name (Block Capitals)	
Guarantor Address	
Date:	

Guarantor 5

Name(s) of Tenant(s) for whom Guarantor 5 will act as Guarantor	
Guarantor 5 Signature	
Guarantor Full Name (Block Capitals)	
Guarantor Address	
Date:	

39. DECLARATIONS

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

- has made full and true disclosure of all information sought by the Landlord or Letting Agent in connection with the granting of this tenancy
- has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.
- read and understood all of the terms of this Agreement including the accompanying legal commentary.

Tenant 1 Signature	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Key:-

Normal Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

Italic Text - Text added by the Landlord

Tenant 2 Signature	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Tenant 3 Signature	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Tenant 4 Signature	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Tenant 5 Signature	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Landlord Signature	
Landlord Full Name (Block Capitals)	<i>Linda Myra Janet Allan</i>
Landlord Address	<i>32 Middleton Circle, Bridge of Don, Aberdeen AB228NZ</i>
Date:	

Landlord Signature	
Landlord Full Name (Block Capitals)	<i>Jacqueline Karen Allan</i>
Landlord Address	<i>The Cottage, 85 Bridge Street Montrose DD10 8AF</i>
Date:	

Private residential tenancies are not subject to the Requirements of Writing (Scotland) Act 1995, so this Agreement can be 'signed' by the Tenant(s) and Landlord(s) typing their names into the electronic document and sending it by email if all parties agree to this. A physical copy can be signed instead if this is preferred.

Key:-

Normal Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

Italic Text - Text added by the Landlord