

RECOMMENDED MODEL TENANCY AGREEMENT

FOR THE PRIVATE RENTED SECTOR

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Key:-

Bold Text: Mandatory clauses - core rights and obligations

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

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SECTION 1: HOW TO USE THE MODEL

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 all agreements when using this model. These terms are laid down in the Private Housing (Tenancies) (Scotland) Act 2016, 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. This category includes any additional terms the landlord chooses to add. Landlords may do this provided the requirements of the Private Housing (Tenancies) (Scotland) Act 2016, supporting secondary legislation, Statutory Terms, Regulations and other housing legislation are met.

Any clauses which contain square brackets [], indicate clauses with options depending on the terms of the tenancy (such as frequency of rent payments).

A legal commentary on paragraphs contained in the recommended model tenancy agreement is provided in section 4.¹

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

¹ This will be developed once the content of the model agreement has been finalised.

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SECTION 2: GLOSSARY OF TERMS & INTERPRETATION

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

- **Common Parts:** this includes any part of the structure and exterior of the building in which the accommodation is located which is shared between the let property and any other property (such as: the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, back green and back court)
- **Eviction ground:** means a ground named in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 on the basis of which an eviction order may be issued.
- **Eviction order:** means an order issued under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016
- **Family member:** means a person who is married to, in a civil partnership with, or living together as though married with, the landlord or tenant (a partner) or is a qualifying relative of the landlord or tenant or his or her partner, or is a partner of a qualifying relative.
- **First-tier Tribunal:** means the First-tier Tribunal for Scotland.
- **Jointly and severally liable:** where two or more people have signed this Agreement, each one of them is fully responsible for making sure that all the conditions in this Agreement are met, including payment of rent.
- **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 either a house, premises or a group of premises owned by the same person with shared basic amenities.
- **Landlord:** includes any joint landlord
- **Let property:** the property rented by the landlord to the tenant
- **Neighbour:** any person living in the locality
- **Neighbourhood:** the locality of the rented property
- **Private Residential Tenancy:** means a tenancy which is a private residential tenancy by virtue of section 1 of the Private Housing (Tenancies) (Scotland) Act 2016
- **Qualifying relative:** means a parent, grandparent, child, grandchild, brother or sister, and includes half-blood relatives in those categories and step-children
- **Rent:** means 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:** has the meaning given by section 22(1) of the Private Housing (Tenancies) (Scotland) Act 2016.
- **Rent officer:** has the meaning given by section 43 of the Rent (Scotland) Act 1984
- **Statutory term:** has the meaning given by section 7(1) of the Private Housing (Tenancies) (Scotland) Act 2016
- **Tenant:** includes any joint tenant or sub-tenant.

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Declaring for the purposes of this lease that words importing the singular shall include the plural, and where there are two or more persons included in the expression “the Tenant” the obligations and conditions incumbent upon and expressed to be made by “the Tenant”, including payment of the rent, shall be held to bind all such persons jointly and severally.

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SECTION 3: RECOMMENDED MODEL TENANCY AGREEMENT

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

1. LANDLORD

Name (1): _____

Name (2): _____
_____ (“the Landlord(s)”) _____

Address (landlord 1): _____

Address (landlord 2): _____

Email address(es): _____

Telephone number: _____

Registration number (landlord 1): [_ _ _ _ _ / _ _ _ _ / _ _ _ _ _ /or pending]

Registration number (landlord 2): [_ _ _ _ _ / _ _ _ / _ _ _ _ _ or pending]

HMO 24-hour contact number: _____

HMO registration expiry date: _____

2. LETTING AGENT/FACTOR/MANAGING AGENT

Name: _____

Address: _____

Telephone number: _____

[Letting Agent/Property factor/Landlord] registration number: _____

Email address: _____

Where the Landlord employs an Agent, unless stated otherwise. any reference to a Landlord also includes reference to the above-named Agent.

3. TENANT

Name(s): _____

("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.

Email address(es): _____

Telephone number(s): _____

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/the email addresses set out in clauses [2 or 3] and 4].

The Landlord and Tenant will inform each other as soon as is practicable of any new home, business or email address which is to be used instead of any notified under this Agreement.

5. DETAILS OF THE LET PROPERTY

Address: _____

(“the let property”)

Any [shared/excluded] facilities: _____

The property is [unfurnished/furnished or partly furnished]. See the Inventory and Record of Condition for further details.

6. DATE WHEN TENANCY STARTS

The private residential tenancy will start on: _____

(“the start date of the tenancy”)

7. OCCUPATION AND USE OF THE LET PROPERTY

The Tenant agrees to occupy the let property as his or her home and must obtain the Landlord’s written permission before carrying out any formal or registered trade, business or profession there.

8. RENT

The rent is £ _____ every [week/fortnight/four weeks/calendar month/quarterly] payable in [advance/arrears]. The first payment will be paid on the date the tenancy starts or before and subsequent payments must be received on or before the same [day of each week/fortnight/four weekly period/date of each calendar month] thereafter.

Method by which rent is to be paid: _____

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

If there are any rent arrears outstanding at the end of the tenancy, the Landlord can apply for the arrears amount to be deducted from any deposit paid by the Tenant.

The following services are covered in the rent amount noted above:

(list the services together with the prices).

9. RENT RECEIPTS

Where any payment of rent is made in cash, the Landlord must provide the Tenant with a 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 XXXXXX² regulations.

Within 21 days of receiving a rent increase notice, the Tenant can refer a case to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable. 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 notice.

11. DEPOSIT

All landlords who receive a deposit, and who must register in the local council's register of landlords, must lodge it with a tenancy deposit scheme. An Agent can act on the Landlord's behalf.

² Title to be added in due course

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 date of entry or before, a deposit of £ _____ 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.

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).

Within 30 working days of the tenancy beginning, the Landlord must pay the deposit into a tenancy deposit scheme and provide the Tenant with certain information including: the Landlord's registration status; the property address; the amount of the deposit; the date the deposit was received by the Landlord; the date the deposit was paid to a scheme; and the circumstances under which all or part of the deposit may be retained at the end of the tenancy, with reference to this written agreement.

The scheme administrator is _____ (insert name)

and their contact details are: _____

At the end of a tenancy, the Landlord should apply to the scheme for repayment of the deposit, giving details about how much should be repaid to the Tenant. The scheme administrator will write to the Tenant asking them to confirm whether they agree with the application, or whether they wish to dispute the amount. If the Tenant agrees, the scheme administrator will repay the deposit accordingly.

If the Tenant does not agree with the amount of deposit applied for by the Landlord, the Tenant should contact the Landlord to discuss this in the first instance. If the Tenant and Landlord are unable to agree the amount of deposit that should be repaid, the Tenant can ask for the case to be referred to an independent adjudicator. The adjudicator will make a decision about how the deposit should be repaid, based on evidence provided by both parties.

If the Landlord does not apply to the scheme for repayment of the deposit after the end of the tenancy, the Tenant can apply to the scheme for repayment.

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

12. LANDLORDS COSTS AND INTEREST

The Tenant agrees to meet all reasonable fees and outlays incurred by the Landlord including legal fees in pursuing payment from the Tenant of any arrears of rent or other charges or outlays payable under this Agreement or pursuing any other remedial or enforcement action as a result of the breach by the Tenant of his or her obligations under this Agreement.

All payments (including payments of rent in particular but without prejudice to the generality) due to the Landlord under or by virtue of this Agreement shall bear interest at the annual rate of [insert interest rate]% from the respective dates on which they become due until payment.

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 the person's relationship to the Tenant.

If that person subsequently leaves the property the Tenant must tell the Landlord.

The Tenant is responsible for ensuring that no-one living with them does 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" (see **SECTION 2: GLOSSARY OF TERMS** for definition of "house in multiple occupation").

The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, together with any fines 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 maximum number of people who may live at the property is _____.

The number of people who may live in a 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 property to become overcrowded. If the property does become overcrowded, the Landlord can take action to evict the Tenant as the Tenant has breached this term of this agreement.

15. 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).**

16. CONTENTS AND CONDITION

The Tenant agrees that the signed Inventory and Record of Condition, attached as Schedule 1 to this Agreement, 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 after signing the Inventory and Record of Condition to ensure that it is correct and to tell the Landlord of any discrepancies in writing, after which the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees to replace or repair (or to pay the cost, at the option of the Landlord any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted. A Landlord can apply for the costs involved in making good any damage or cleaning found necessary to be deducted from any deposit paid by the Tenant, which should not be limited to the amount of deposit actually held.

17. LOCAL AUTHORITY TAXES/CHARGES

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

18. UTILITIES

The Tenant undertakes to ensure that the accounts for the supply to the let property of [gas/electricity/telephone/internet/TV license/broadband/internet] are entered in

his or her 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 at the end of the tenancy.

If there are any sums outstanding at the end of the tenancy incurred by the Tenant, the Landlord can apply for these costs to be deducted from any deposit paid by the Tenant.

The Tenant has the right to change supplier if he or she pays the energy supplier directly for gas or electricity. This includes if the Tenant has a prepayment meter.

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

19. **INSURANCE**

The Landlord undertakes to pay all premiums for insurance of the building and contents belonging to him or her. The Landlord will have no liability for any items belonging to the Tenant.

The Tenant is responsible for arranging contents insurance 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 property by the tenant).

The Tenant will be responsible for meeting the costs of any damage caused by him or her to the fabric of the building or fixtures and fittings in the let property.

20. **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 prevent frost or flood damage.

21. **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;
- not to 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 to apply any Sellotape or any other sticky materials to the internal walls of the let property;
- not interfere with the smoke detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms.

22. ALTERATIONS

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

Any 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. Consent for alterations requested under this legislation should not be unreasonably withheld.

If your landlord does not consent to the adaptations you may appeal to the First-tier Tribunal 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 or Shelter Scotland.

23. COMMON PARTS

In the case of flatted property 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.

Where the Tenant fails in this responsibility, the Landlord may carry out these responsibilities and recover the costs from the Tenant, which may not be limited to the amount of any deposit paid.

24. PRIVATE GARDEN

Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs costs in bringing the garden up to a reasonable standard at the end of the tenancy, the Landlord can apply for that cost to be deducted from any deposit paid by the Tenant.

25. ROOF

The Tenant is not permitted to access the roof, without the Landlord's written consent.

26. 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.

27. 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 nuisance or annoyance to neighbours.

28. DANGEROUS SUBSTANCES

The Tenant must not store, keep on or bring into the let property or any store, shed or garage, inflammable liquids, explosives or explosive gasses 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, notwithstanding, accepting the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbeques, candles or other commonly used household goods or appliances.

29. RESPECT FOR OTHERS

The Tenant, those living with him/her, and his/her visitors must not engage in anti-social behaviour to another person. A person includes a resident, visitor, agent and contractor and anyone in the let property.

“Anti-social” means causing or likely to cause alarm, distress, nuisance or annoyance to any person amounts to harassment of any person or causing damage to anyone’s property. Harassment of a person includes causing the person alarm or distress. Anti-social 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 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;**
- **use the let property or allow it to be used, for illegal or immoral purposes;**
- **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 his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;**
- **harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Letting 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;**
- **use or carry offensive weapons;**
- **use or sell unlawful drugs or sell alcohol;**
- **store or bring onto the premises any type of firearm or firearm ammunition including any replica or decommissioned firearms.**

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

30. EQUALITY REQUIREMENTS:

Under the Equality Act 2010, the Tenant and the Landlord must not unlawfully discriminate against a landlord, prospective landlord, tenant or prospective tenant on the basis of their age, disability, sex, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief or sexual orientation.

31. PETS

The Tenant agrees not to keep any animals or pets in the let property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition

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

32. SMOKING

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the let property.

33. THE REPAIRING STANDARD etc. AND OTHER INFORMATION

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 tenancy start date 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. The Landlord may use a Letting Agent to ensure compliance with the Repairing Standard.

A privately rented property must meet the Repairing Standard as follows:

- The 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 property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire³.
- The property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas⁴.

³ [Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires](#)

⁴ [Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing.](#)

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 (“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 undertakes (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) to keep in repair the structure and exterior of the accommodation including the following:

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

Gas safety:

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances. The check must be 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 combustion appliance (excluding an appliance used solely for cooking) or where a fixed combustion appliance is situated in an inter-connected space such as a garage.

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 on appliances provided by the Landlord. The EICR which must be completed by a suitably competent person must cover

- Installations for the supply of electricity,
- Electrical fittings, including –
 - The consumer unit(s)
 - Switches
 - Socket outlets
 - Light fittings,
 - Any visible wiring, and
 - Any areas where electrical equipment may be installed, for example lofts with supplies to renewable energy sources.
- Visual inspection of fixed electrical equipment, including –
 - Fixed electrical heating equipment e.g. storage or panel heaters,
 - Electric showers and over/under-sink water heaters
 - Boilers and other heat producing equipment, and
 - Hard-wired smoke and fire detectors.

The Tenant must be given a copy of the Electrical Installation Condition Report and Portable Appliance Testing.

Smoke detectors:

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

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) including the following:

- basins, sinks, baths, toilets, and showers;
- gas or electric fires and central heating systems;
- electrical wiring;
- door entry systems;

- cookers;
- extractor fans;
- carbon monoxide detectors;
- smoke alarms;
- fire extinguishers and blankets.

Defective fixtures and fittings:

The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the let property, which become defective through usual wear and tear; 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. Should the Landlord be required to carry out the work, the Tenant must pay the cost of the repair. The Tenant hereby agrees to pay the costs of repair. This paragraph does not apply to damage caused by fair wear and tear or vandals (provided that the Tenant has reported the damage to the Police and to the Landlord as soon as the damage is discovered).

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 undertakes to carry out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.

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 her.

At the end of the tenancy, the Landlord can apply for such costs to be deducted from any deposit paid by the Tenant.

INFORMATION

In addition to a tenancy agreement, the Landlord must give to the Tenant:-

- gas safety certificate;
- electrical safety inspection reports;
- energy performance certificate.

34. LIQUID PETROLEUM GAS (LPG)

The use or storage of LPG is not permitted in the property.

35. 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.

36. ACCESS FOR REPAIRS

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 on the let property which the Landlord has an entitlement or obligation to carry out; or inspecting the let property in order to determine what (if any) work of that nature to carry out or inspecting it in pursuance of any other inspection right the Landlord may have; and valuing the let property.

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 property without the Tenant's permission, except in an emergency.

37. DATA PROTECTION

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

38. ENDING THE TENANCY

The Landlord undertakes to secure repossession only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies. The Landlord may use a Letting Agent to ensure compliance with the legislation.

This Tenancy may be ended by:-

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.

By the Landlord serving on the Tenant a Notice to Leave and the Tenant choosing to leave. The tenancy will come to an end on the later of the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the property.

By the Landlord giving the Tenant the Notice to Leave and then subsequently obtaining an eviction order from the Tribunal on one or more of the eviction grounds set out in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016. The tenancy will come to an end on the date specific in the eviction order.

The amount of notice a Landlord must give the Tenant will depend on which repossession ground is being used by the Landlord and how long the Tenant has lived in the property. The Landlord must give the Tenant at least 28 days' notice if the Tenant has been entitled to occupy the let property for six months or less, or if the repossession ground (or grounds) that the Landlord is using is one or more of the following: failure to occupy as only or principal home; breach of tenancy agreement; rent arrears for three or more consecutive months; relevant criminal conviction; relevant anti-social behaviour; or association with a person who has relevant conviction or has engaged in anti-social behaviour. The Landlord must give the Tenant at least 84 days' notice if the Tenant has been entitled to occupy the let property for over six months and the Notice to Leave does not rely exclusively on the repossession grounds already mentioned in this paragraph.

SCHEDULE 3 TO THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016 – EVICTION GROUNDS

Schedule 3 sets out the 18 grounds under which a landlord may seek eviction. Eight of the grounds are mandatory, which means that if the Tribunal is satisfied that the ground exists, it must issue an eviction order. Of the remaining ten grounds, two have a mandatory and a discretionary strand and eight grounds are discretionary. For the discretionary grounds, if the Tribunal is satisfied that the ground exists, it will still have discretion on whether to issue an eviction order. The grounds are as follows:

Part 1: Let property required for another purpose (all of these grounds are mandatory, with the exception of ground 5 which is discretionary)

- 1. The landlord intends to sell the property for market value within three months of the tenant ceasing to occupy it.**
- 2. Property to be sold by the mortgage lender.**
- 3. The landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the property.**

4. The landlord intends to live in the property as his or her only or principal home.
5. A member of the landlord's family intends to live in the property as his or her only or principal home.
6. The landlord intends to use the property for a purpose other than providing a person with a home.
7. The property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed; the property has previously been used for that purpose; and the property is required for that purpose.

Part 2: Tenant's status (ground 8 has a mandatory and discretionary strand and ground 9 is discretionary)

8. The tenancy was granted to an employee and the tenant is no longer an employee. (This ground is mandatory if the application for eviction was made within 12 months of the tenant ceasing to be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.)
9. The tenancy was entered into on account of the tenant having an assessed need for community care and the tenant has since been assessed as no longer having such needs.

Part 3: Tenant's conduct (some of these grounds are mandatory, others are discretionary and ground 12 has a mandatory and discretionary strand)

10. The tenant is not occupying let property as his or her only or principal home. (Mandatory)
11. The tenant has breached the tenancy agreement – this excludes the payment of rent. (Discretionary)
12. The tenant is in rent arrears. (This ground is mandatory if, for three or more months, the tenant has been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears are at least one month's rent. The Tribunal must also be satisfied that the arrears are not due to a delay or failure in the payment of a relevant benefit. This ground is discretionary if the tenant has been in arrears of rent for three or more months, and on the first day the Tribunal considers the case, the arrears are less than one month's rent and the Tribunal is satisfied that it is reasonable on this basis to issue an eviction order. In deciding whether it is reasonable to evict, the Tribunal will consider whether the tenant being in arrears is due to a delay or failure in the payment of a relevant benefit.)
13. After the tenancy has begun, the tenant is convicted of using, or allowing the use of, the let property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the let property. The application must usually be made within 12 months of the tenant's conviction. (Mandatory)

14. The tenant has acted in an anti-social manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring. (Discretionary)
15. The tenant is associating in the let property with a person who has a relevant conviction or who has engaged in relevant anti-social behaviour. A relevant conviction is a conviction which, if it was the tenant's, would entitle the Tribunal to issue an eviction order. Relevant anti-social behaviour means behaviour which, if engaged in by the tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour. (Discretionary)

Part 4: Legal impediment to let continuing (all of these grounds are discretionary)

16. Landlord registration has been refused or revoked by a local authority.
17. House in Multiple Occupation (HMO) license revoked by the local authority.
18. Overcrowding statutory notice in respect of the property has been served on the landlord.

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.

40. THE GUARANTOR

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

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

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

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

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

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

Landlord Signature	
Landlord Full Name (Block Capitals)	
Landlord Address	
Date:	

SECTION 4: LEGAL COMMENTARY ⁵

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⁵ This will be added once the content of the model agreement has been finalised.