

PROPERTY ADDRESS:

I (A)

(hereinafter called "the Landlord"),
hereby offer to lease to you (B)

Lead Tenant

(hereinafter called "the Tenant")

AND

Guarantor: (C)

(hereinafter called "the guarantors")

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The above property (hereinafter called "the property") with any contents and furnishings listed in any Inventory thereof signed by us relative hereto on the following conditions:-

1) DURATION, ETC OF LEASE

- a) The Lease will commence on (hereunder referred to as the "start date") and will end, subject to the other relevant conditions of this lease, on (hereunder referred to as the "end date"). If the agreement is not brought to an end by the Landlord or his agent at or before the above date, the lease will continue from month to month until terminated by either party serving not less than 28 days notice in writing on the other party.
- b) The Tenant accepts that the property is furnished and is therefore let on this basis.
- c) If at any time: -
 - the Tenant fails to implement or observe any of the terms hereof; or
 - any of the circumstances (or Grounds) specified within this Lease arise, the Landlord or his agent shall be entitled to take the appropriate legal steps to end the Lease and repossess the property.

2) RENT AND DEPOSIT

- a) The rent will be £ STERLING payable monthly in advance, due on . All rental payments apart from the first payment of rent must be paid by DIRECT DEBIT which will be collected on the last working day of each month or immediately thereafter. If any Direct Debit is returned unpaid by the Tenant's bank it will be represented 7 working days later. On any occasion that Direct Debit isn't used, a £10 handling charge is payable in addition to any other fees levied by the bank. The first payment of rent is £ and is due seven days prior to the start date. This can be paid by debit/credit card or online.
- b) By the start date, in addition to making payment of the first rent payment, the Tenant will deposit the sum of £ STERLING ("the deposit") with the Landlord or his agent in security of any outstanding sums or accounts due by him at the end of the tenancy or any damage in or to the property, in terms of this Lease. The Landlord or his agent will issue a receipt for the aforementioned deposit to the Tenant. No interest will be payable.
- c) The Landlord or his agent will be entitled at the termination of the Lease to use the deposit to meet any outstanding sums or accounts due by the Tenant, the cost of repairing or replacing any of the fittings and fixtures which have been broken, damaged or lost and the expense of making good any failure by the Tenant to fulfil any of the other conditions of this Lease; including those relating to the cleaning of the property. The deposit or part of the deposit will be refunded to the Lead Tenant within 28 days or as soon as possible thereafter. However, if no cleaning or repairs are required, we will undertake to refund it within 14 days provided we receive copies of final paid accounts from all Utility Companies plus Council Tax. An administration fee of £25 per person will be charged in the event that any costs and disbursements e.g. cleaning and damages are incurred at the end of the tenancy. The deposit will only be repaid by BACS to the Lead Tenant. Forwarding addresses must be supplied for each named Tenant. The lead tenant is responsible for returning the remaining deposit to the other tenants.
- d) The rent will be paid to GRANT MANAGEMENT.
- e) In the event that the tenancy continues after the original end date as at 1c, the rent may be reviewed by the Landlord or his agent on an upward basis only. Under such circumstances not less than one month's notice in writing will be given of any proposed change.

3) PROHIBITIONS OF USE ETC:

- a) The property will be used only as a private residence for the Tenant. Written consent of the Landlord or his agent is also required for occasional guests.
- b) The Tenant shall not assign this Lease in whole or in part nor sub-let or part with possession of the property in whole or in part, without the prior written consent of the Landlord or his agent.
- c) The Tenant agrees not to use or allow the accommodation to be used as a base for any business purposes and agrees to occupy the accommodation as his only or principal home.

4) INVENTORY

At the start date an Inventory will be provided to the Tenant by the Landlord or his agent which must be checked by the Tenant and returned to the Landlord or his agent within 7 days, failing which the said inventory shall be deemed to be correct and accurate in all ways. The Tenant is prohibited from removing items on the inventory or from bringing in any other items such as soft furnishings (due to Fire & Furnishing Regulations) without prior written

consent. The Tenant is also obliged to leave all items in the same location as specified on the Inventory throughout the duration of the tenancy.

5) RESPONSIBILITIES OF TENANT

- a) The Tenant agrees to pay the rent on time and by Direct Debit without any deductions or abatements whatsoever.
- b) The Tenant accepts the property in its present condition as being in a good and habitable condition. The Tenant will maintain it in that condition and leave it in a like condition at the end of the tenancy. The Tenant will be responsible for any damage (other than fair wear and tear) to, or dilapidation of, the house or its fixtures and fittings; or damage to, or loss of any moveable item as may be evidenced by the Inventory.
- c) In the case of flatted property, the Tenant undertakes, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway, hallway and any other common area and/or pay the share of costs attributable to the property. This includes any common garden area. If the flat is ground floor or a main door flat the Tenant must take responsibility for the whole area of garden attached to the flat. If the Tenant fails to carry out any of the above, the Landlord or his agent is entitled to deduct these costs from the Tenant's deposit. The Tenant must not access the roof.
- d) The Tenant undertakes to dispose of all rubbish in an appropriate manner and at the appropriate time. It is a Tenant responsibility to find out the days of collection by contacting the local authority. No rubbish/any other items such as bicycles, to be left in any common area either within the property or the stairwell at any time. The Tenant must comply with any local arrangement for the disposal of large items.
- e) The Tenant will take over the gas, electricity and telephone (if any) services in his own name and will meet the cost (if any) of such take over and return of such services to the Landlord at the end of the Lease. The Tenant will be responsible for payment of all gas, electricity or telephone accounts (if any) incurred by him and must inform the agent of the move in and move out meter readings. The Tenant agrees to Grant Management transferring the Gas and/or Electricity supply to SSE Energy Supply Limited and/or Southern Electric Gas Limited (members of the Scottish and Southern Energy Group). The Tenant understands and agrees that Grant Management may be required to provide the information contained in this request, to the supplier for the purposes of such transfer. The Tenant understands they will receive Contract Details and Terms & Conditions in due course, and have the right to cancel this arrangement without obligation or penalty within 7 working days from the day after receipt of the Contract Details and Terms & Conditions. (The right to cancel only applies if SSE Energy Supply Limited and/or Southern Electric Gas Limited are not currently the supplier to the property.) The Tenant understands this transfer may take up to 8 weeks from the date of move in and final bills will be received by the current supplier once the transfer proceeds. These services cannot be transferred to another supplier without providing written notification to the Landlord or his agent. If the landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- f) The Tenant will be responsible for obtaining a television licence for any television within the property. This must be produced if asked.
- g) The Tenant undertakes to keep the property in a clean and tidy condition and properly aired at all times. The garden (if any) belonging to the property must also be kept in a neat and tidy condition.
- h) The Tenant undertakes to have the windows cleaned on a regular basis and at the end of the tenancy prior to move out.

- i) The Tenant undertakes not to alter, decorate or paint any part of the property without the express consent in writing of either the Landlord or his agent. Any request for adaptations, auxiliary aids or services as per the Disability Discrimination 2006 or the Housing (Scotland) Act 2006 must be made to the Landlord or his agent in writing. Consent for alterations requested under this legislation can not be reasonably withheld.
- j) The Tenant agrees not to smoke within the property or stairwell or front of the building/garden. The Tenant will be liable for any professional cleaning, redecoration or replacement items required if damage has been caused to the decoration, fixtures, fittings or soft furnishings caused as a result of smoking in the property. The costs will be taken from the deposit.
- k) The Tenant undertakes not to mark or cut any part of the property.
- l) The Tenant undertakes not to block or obstruct the waste pipes or drains.
- m) The Tenant undertakes not to interfere with equipment and services.
- n) The Tenant undertakes not to keep any animals without the express consent in writing from either the Landlord or his agent. Any domestic pet (where permitted) will be kept under supervision and control to ensure that it does not cause nuisance to neighbours or deterioration in the condition of the common areas or in the vicinity of the property.
- o) The Tenant, those living with him/her, and his/her visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Tenant's house.
 - (a) "Antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech.
 - (b) A course of conduct means antisocial behaviour on at least two occasions.
 - (c) In particular, the Tenant, those living with him/her, and his/her visitors must not:
 - (i) make excessive noise. This includes, but is not limited to, the use of televisions, hi-fis, radios and musical instruments and DIY tools;
 - (ii) fail to control pets properly or allow them to foul or cause damage to other people's property;
 - (iii) allow visitors to the Tenant's house to be noisy or disruptive;
 - (iv) use the Tenant's house or allow it to be used, for illegal or immoral purposes;
 - (v) vandalise or damage the Landlord's property or any part of the common parts or neighbourhood;
 - (vi) leave rubbish either in unauthorised places or at inappropriate times;
 - (vii) allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
 - (viii) harass, threaten or assault any other Tenant, member of his/her household, visitors, neighbours, members or employees of the Landlord or his 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;
 - (ix) use or carry offensive weapons;

- (x) use or sell unlawful drugs or sell alcohol.
- (xi) store or bring onto the premises any type of firearm or firearm ammunition including any replica

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

- p) The Tenant undertakes not to leave the property unoccupied for more than two weeks and on any occasion when it is unoccupied to take all reasonable precautions to safeguard it and the contents, either by leaving the heating on timer or turning off the water at the main and draining the tank and pipes. The Tenant will meet all costs of taking such actions. If the property is to be unoccupied for more than 7 days the Landlord or his agent must be informed in writing.
- q) The Tenant undertakes to give the Landlord or his agent IMMEDIATE NOTICE of any damage or need for any repair to the property and/or its contents initially by phone and followed up in writing. The Tenant agrees to give immediate access to the landlord or his agent in an emergency whether or not notice has been given. The Landlord or his agent reserves the right to effect forcible entry to the property in an emergency should access not be made available. **(Please be aware that the Tenant will be responsible for any call out charges for failed visits by contractors if they have agreed to be available for these.)**
- r) The Tenant undertakes to permit prospective purchasers or prospective tenants at any reasonable time during the tenancy, to inspect the property, in both cases after reasonable notice has been given to the Tenant.
- s) The Tenant will allow the Landlord or his agent with or without others (i.e. workmen or Local Authority officials) access to the property at all reasonable times to examine the condition of the property, any contents, fittings and furnishings and to carry out any repairs, improvements, safety inspections or any other works required. In all cases reasonable notice in writing will be given to the Tenant.
- t) The Tenant undertakes to pay the whole cost of repairing, replacing or redecorating any part of the property or its contents and furnishings which is required as a result of damage caused through neglect, carelessness or wilful damage on the part of the Tenant or any member of the Tenant's household or a visitor. The Landlord or his agent may give the Tenant one month's notice to make good any damage caused, after which time the Landlord or his agent may attend to any works required. The Tenant will be liable for any costs incurred under this clause.
- u) In the event of loss or damage by fire, flood, impact or other causes, immediately inform the Landlord or his agent and thereafter give full written details including a copy of the relevant Police Report, to enable a claim to be made via the Landlord's insurance company. Whether the incident is minor or major, the Landlord or his agent will be solely guided by the decision of the insurance company.
- v) The Tenant will be responsible for payment of the council tax and water and sewerage charges, or any local taxes which may replace this. The Tenant will advise the local authority of the date of the start of tenancy and the date of the end of the tenancy.
- w) The Tenant is obliged to insure all personal possessions and accidental damage caused by the Tenant to the furniture, fixtures and fittings within the property and understands that none of these items can be claimed from the Landlords insurance. The tenant may be required to provide evidence of insurance documentation upon request.
- x) The Tenant agrees to pay a administration fee to Grant Management of £30 (includes VAT) in the event that his/her Direct debit is cancelled during the term of the lease

without prior agreement with Grant Management causing rent to be outstanding or paid late. If further reminders to pay outstanding rent, including letters, SMS messages or emails are required the Tenant agrees to pay a further administration charge of £30 (including VAT) for each reminder sent. If the rent/late fee still remains outstanding, additional charges may apply including debt recovery costs.

- y) The Tenant agrees to pay an administration fee of £25 per person in the event that any costs and disbursements e.g. cleaning and damages are incurred at the end of the tenancy.
- z) The Tenant agrees to check all smoke detectors and carbon monoxide detectors, on a weekly basis and to change batteries when required. The Tenant further agrees not to interfere with or misuse fire equipment. The Tenant must update the Some Detector Log within the property and make the log book available for inspection at any reasonable time.
- aa) The Tenant must not store, keep on or bring into the premises or any store, shed or garage, inflammable liquids or explosive gases which might reasonably be considered to be a fire hazard or otherwise dangerous to the premises or its occupants or the neighbours or the neighbours property.
- bb) The Tenant agrees not to erect fixed TV aerial or satellite dish(es) or make any alteration or addition to the property without the Landlord's or his agent's written permission. The Tenant may be charged for any associated costs if permission is not granted. In the event that such permission is granted the Tenant will be responsible for obtaining any required Planning consent from the local authority.
- cc) The Tenant agrees not to use any open fires without prior written consent of the Landlord or his agent.
- dd) The Tenant is responsible for forwarding all Landlord mail to Grant Management immediately.
- ee) The Tenant is responsible for arranging to forward all their mail prior to moving out.
- ff) In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.

6) RESPONSIBILITIES OF LANDLORD

The Landlord undertakes:

- a) To pay all premiums for insurance of the building and contents belonging to him. The Landlord will have no responsibility for damage to or insurance of any furnishings, personal effects and contents brought into the property by the Tenant who will be responsible for insuring the same.
- b) To maintain the building in a wind and watertight condition.
- c) To keep in repair the structure and exterior of the house (in conjunction with other owners if appropriate) and keep it fit for human habitation including the following where appropriate:
 - drains, gutters and external pipes (this does not include the clearance of blockages caused by the Tenant's negligence)
 - the roof
 - outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration
 - internal walls, floors and ceilings, doors, door frames, and internal staircases and landings (including painting and decoration)

- chimneys, chimneystacks and flues
 - pathways, steps or other means of access
 - plasterwork
 - integral garages and stores
 - boundary walls and fences if wholly attributable to the Landlord
 - making good damage caused by acts of vandalism/criminal activity by a person or persons other than a Tenant, any member of his/her household or a Tenant's visitor(s) provided they have been notified to the police within 24 hours of occurring, or as soon as is reasonably practicable, by the Tenant or by someone acting on the Tenants behalf.
- d) To keep in repair and proper working order any installations for the supply of water, gas, electricity, sanitation, space heating and water heating in compliance with current safety legislation including the following where appropriate:
- Basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks
 - Electric wiring, fireplaces, fittings, fires, central heating installations and extractor fans.
- e) To follow due legal process when seeking to terminate the tenancy and recover possession of the property.
- f) The tenancy may be ended by:-
- (i) The tenancy reaching its end date and the Landlord giving two months prior written notice that possession of the house is required in terms of section 33 of the Housing (Scotland) Act 1988 at that end date.
 - (ii) By the Landlord or his agent serving on the Tenant a Notice to Quit. The Landlord or his agent may serve such notice either to terminate the tenancy at its end date or to terminate the tenancy where the Tenant has broken or not performed any of the obligations under this agreement.
 - (iii) By the Tenant giving the Landlord or his agent one month's written notice to terminate the tenancy at its end date
 - (iv) By the Landlord or his agent giving the Tenant the required Notice in the prescribed format in terms of Section 19 of the Housing (Scotland) Act 1988 of their intention to commence proceedings and then subsequently obtaining an order for recovery of possession from the Sheriff Court on one or more of the grounds set out in Schedule 5 of the Housing (Scotland) Act 1988. These grounds are as follows:-

HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 5 PARTS I AND II

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

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

Ground 1

Not later than the beginning of the tenancy the Landlord or his agent (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this Ground or the sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case)-

- (a) at any time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the house as his only or principal home; or
- (b) the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the house as his or his spouse's only or principal home, and neither the Landlord (or, in the case of joint Landlords, any one of them) nor any other person who, as Landlord, derived title from the Landlord who gave the notice mentioned above acquired the Landlord's interest in the tenancy for value.

Ground 2

The house is subject to a heritable security granted before the creation of the tenancy and-

- (a) as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- (b) either notice was given in writing to the Tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the Sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

Ground 3

The house is let under a tenancy for a specified period not exceeding eight months and-

- (a) not later than the date of commencement of the tenancy the Landlord or his agent (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered under this Ground; and
- (b) the house was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (i) not exceeding eight months, if it is determinable at the option of the Landlord or his agent (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and
 - (ii) exceeding eight months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

Where the house is let under a tenancy for a specified period not exceeding 12 months and-

- (a) not later than the date of commencement of the tenancy the Landlord or his agent (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this Ground; and

- (b) at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 to this Act; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (i) not exceeding 12 months, if it is determinable at the option of the Landlord or his agent (other than in the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and
 - (ii) exceeding 12 months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is not determinable as mentioned in paragraph (i) above.

Ground 5

The house is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and-

- (a) not later than the beginning of the tenancy the Landlord or his agent (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this ground; and
- (b) the sheriff is satisfied that the house is required for occupation by such a minister or missionary as such a residence.

Ground 6

The Landlord who is seeking possession or, where the immediate Landlord is a registered housing association within the meaning of the [1985 c. 69.] Housing Associations Act 1985, a superior Landlord intends to demolish or reconstruct the whole or a substantial part of the house or to carry out substantial works on the house or any part thereof or any building of which it forms part and the following conditions are fulfilled (and in those conditions the Landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant Landlord")—

- (a) either-
 - (i) the relevant Landlord (or, in the case of joint relevant Landlords, any one of them) acquired his interest in the house before the creation of the tenancy; or
 - (ii) none of the following persons acquired his interest in the house for value—
 - (a) the relevant Landlord (or, in the case of joint relevant Landlords, any one of them);
 - (b) the immediate Landlord (or, in the case of joint immediate Landlords, any one of them), where he acquired his interest after the creation of the tenancy;
 - (c) any person from whom the relevant Landlord (or any one of joint relevant Landlords) derives title and who acquired his interest in the house after the creation of the tenancy; and
- (b) the relevant Landlord cannot reasonably carry out the intended work without the Tenant giving up possession of the house because-
 - (i) the work can otherwise be carried out only if the Tenant accepts a variation in the terms of the tenancy and the Tenant refuses to do so;
 - (ii) the work can otherwise be carried out only if the Tenant accepts an assured tenancy of part of the house and the Tenant refuses to do so; or

- (iii) the work can otherwise be carried out only if the Tenant accepts either a variation in the terms of the tenancy or an assured tenancy of part of the house or both, and the Tenant refuses to do so; or
- (iv) the work cannot otherwise be carried out even if the Tenant accepts a variation in the terms of the tenancy or an assured tenancy of only part of the house or both.

Ground 7

The tenancy has devolved under the will or intestacy of the former Tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former Tenant or, if the sheriff so directs, after the date on which, in his opinion, the Landlord or his agent (or, where there are joint Landlords, any of them) became aware of the former Tenant's death. For the purposes of this Ground, the acceptance by the Landlord of rent from a new Tenant after the death of the former Tenant shall not be regarded as creating a new tenancy, unless the Landlord or his agent agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8

Both at the date of the service of the notice under section 19 of this Act relating to the proceedings for possession and at the date of the hearing, at least three months rent lawfully due from the Tenant is in arrears.

Ground 9

Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

Ground 10

The following conditions are fulfilled-

- (a) the Tenant has given a notice to quit which has expired; and
- (b) the Tenant has remained in possession of the whole or any part of the house; and
- (c) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (d) the Tenant is not entitled to possession of the house by virtue of a new tenancy.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent, which has become lawfully due.

Ground 12

Some rent lawfully due from the Tenant-

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 13

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 14

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the Tenant or any one of joint Tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a Tenant or a sub-tenant of his, the Tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this Ground, "the common parts" means any part of a building containing the house and any other premises, which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

Ground 15

The Tenant, a person residing or lodging in the house with the Tenant or a person visiting the house has-

- (a) been convicted of-
 - (i) using or allowing the house to be used for immoral or illegal purposes; or
 - (ii) an offence punishable by imprisonment committed in, or in the locality of, the house; or
- (b) acted in an antisocial manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- (c) pursued a course of antisocial conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "antisocial", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and "Tenant" includes any one of joint Tenants."

Ground 16

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the Tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 17

The house was let to the Tenant in consequence of his employment by the Landlord seeking possession or a previous Landlord under the tenancy and the Tenant has ceased to be in that employment.

- g) The Landlord must ensure that the accommodation meets the Repairing Standard at the start of the tenancy and at all times during the tenancy. During the tenancy this duty applies only when the Tenant informs the Landlord or his agent of work required or the Landlord or his agent becomes aware of it in some other way (inspection visit).

The Repairing Standard does not cover work for which you, as the Tenant, are responsible due to your duty to use the house in a proper manner; nor does it cover the repair or maintenance of anything that you are entitled to remove from the house.

If you believe that the Landlord has failed to ensure that the house meets the Repairing Standard at all times during the tenancy, you have the right to apply to the Private Rented Housing Panel (PRHP). The PRHP may reject the application; consider whether the case can be resolved by us (the Tenant and Landlord) ourselves (for example, by agreeing to mediation); or refer your application to a Private Rented Housing Committee (PRHC) for consideration. The PRHC has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

- h) To provide the Tenant with a copy of a valid gas safety certificate (if appropriate) which must be retained by the Tenant and left in the property.
- i) To provide the Tenant with furniture and furnishings that comply with Furniture and Furnishings (Fire)(Safety) Regulations 1988.
- j) Except in cases of emergencies, to give the Tenant a minimum of 24 hours notice in writing that the Landlord or his agent wish to inspect the property unless another mutual agreement is in place.

In the event that the Landlord or his agent is informed or becomes aware of any emergency and the Tenant is unable to provide access to the property immediately, it is agreed the Landlord or his agent may gain access to the property using forcible means if necessary.

- k) The Landlord will not cause or allow any employee or any other person visiting the house on his/her behalf to commit any act of violence, or any form of harassment against any Tenant, any member of a Tenant's family or anyone else visiting the property
- l) The Landlord or his agent will carry out regular inspections of the property having given reasonable notice.
- m) The Landlord also undertakes, where appropriate, to maintain fire safety precautions and installations and exterior routes.
- n) If requested, the Landlord or his agent will arrange for a translation of the lease into an ethnic minority language.
- o) The terms of the lease will be enforced by the Landlord or his agent if breached by the Tenant.

7) SPECIAL CONDITIONS RELATING TO RECOVERY OF POSSESSION

- a) The Tenant by his acceptance hereof acknowledges that notice has been given to him prior to entering into this Lease in the form of a Form AT5 that the tenancy created by this Lease is a Short Assured Tenancy in terms of Section 32 of the Housing (Scotland) Act 1988,
- b) Notice is also hereby given that if the Landlord is letting his home and intends to return to live there again he can recover possession of the property at the termination of this let under Ground 1 of Part I of Schedule 5 to the Housing (Scotland) Act 1988. The Tenant, by his acceptance hereof, acknowledges such notice has been given to him prior to his entering into this Lease.
- c) Notice is also hereby given that the property is let subject to Ground 2 of Part1 Schedule 5 to the Housing (Scotland) Act 1988 (see Annex) and that recovery of possession can therefore be sought should the circumstances specified in the said Ground 2 arise. The Tenant, by his acceptance hereof, acknowledges such notice has been given to him prior to his entering into this Lease.

8) INTERPRETATION

Declaring for the purposes of this Lease that words importing the masculine gender shall include the feminine; words importing the singular shall include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions incumbent upon and expressed to be made by "the Tenant", including payment of the rent, shall be held to bind all such persons jointly and severally. The expression "written" within this agreement refers to both letter and email.

In signing this Lease the Tenant confirms:

- a) that he has made a full and true disclosure of all information sought by the Landlord or his agent and
- b) that he has not knowingly or carelessly made any false or misleading statement to the Landlord or his agent in connection with this Lease.

9) The parties to this agreement hereby declare that in terms of Regulation 8(3) of the Consumer Protection (Distance Selling) Regulations 2000, the right to cancel this Lease afforded to the Tenant by the above Regulations does not apply and accordingly there is no right on the part of the Tenant to Cancel this Lease once the Lease has been signed by both parties and the Tenant has taken occupancy of the subjects.

10) Landlords and letting agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

11) In the event that the Tenant either at the commencement or during the tenancy becomes entitled to Housing Benefit/Local Housing Allowance, or any other benefit to assist the Tenant in making payments of the said monthly rent, the following Provisions will apply:

- a) The Tenant undertakes to advise the Landlord or his agent immediately in writing of the Tenants entitlement to the said benefit, and if requested by the Landlord or his agent to do so, to sign a mandate authorising and instructing the payment of the benefit monies due to the Landlord or his agent;
- b) Should the Housing Benefit/Local Housing Allowance payable fall below the contractual rent as specified in Clause 2 hereof, the Tenant undertakes to make payment personally of the balance between the Housing Benefit/Local Housing Allowance payment and the contractual rent and;
- c) Should any review or appeal of the Housing Benefit/Local Housing Allowance decision be required, it is a material condition of this lease that the Tenant shall comply with all reviews and appeal procedures to the Landlords or his agent's Satisfaction.

I/We hereby accept the foregoing offer

TENANT SIGNATURE (Lead)

TENANTS FULL NAME (please print)

.....

.....

DATE

TENANT SIGNATURE (Tenant 2)

TENANTS FULL NAME (please print)

.....

.....

DATE

TENANT SIGNATURE (Tenant 3)

TENANTS FULL NAME (please print)

.....

.....

DATE

TENANTS SIGNATURE (Tenant 4)

TENANTS FULL NAME (please print)

.....

.....

DATE

TENANTS SIGNATURE (Tenant 5)

TENANTS FULL NAME (please print)

.....

.....

DATE

TENANTS SIGNATURE (Tenant 6)

TENANTS FULL NAME (please print)

.....

.....

DATE.....

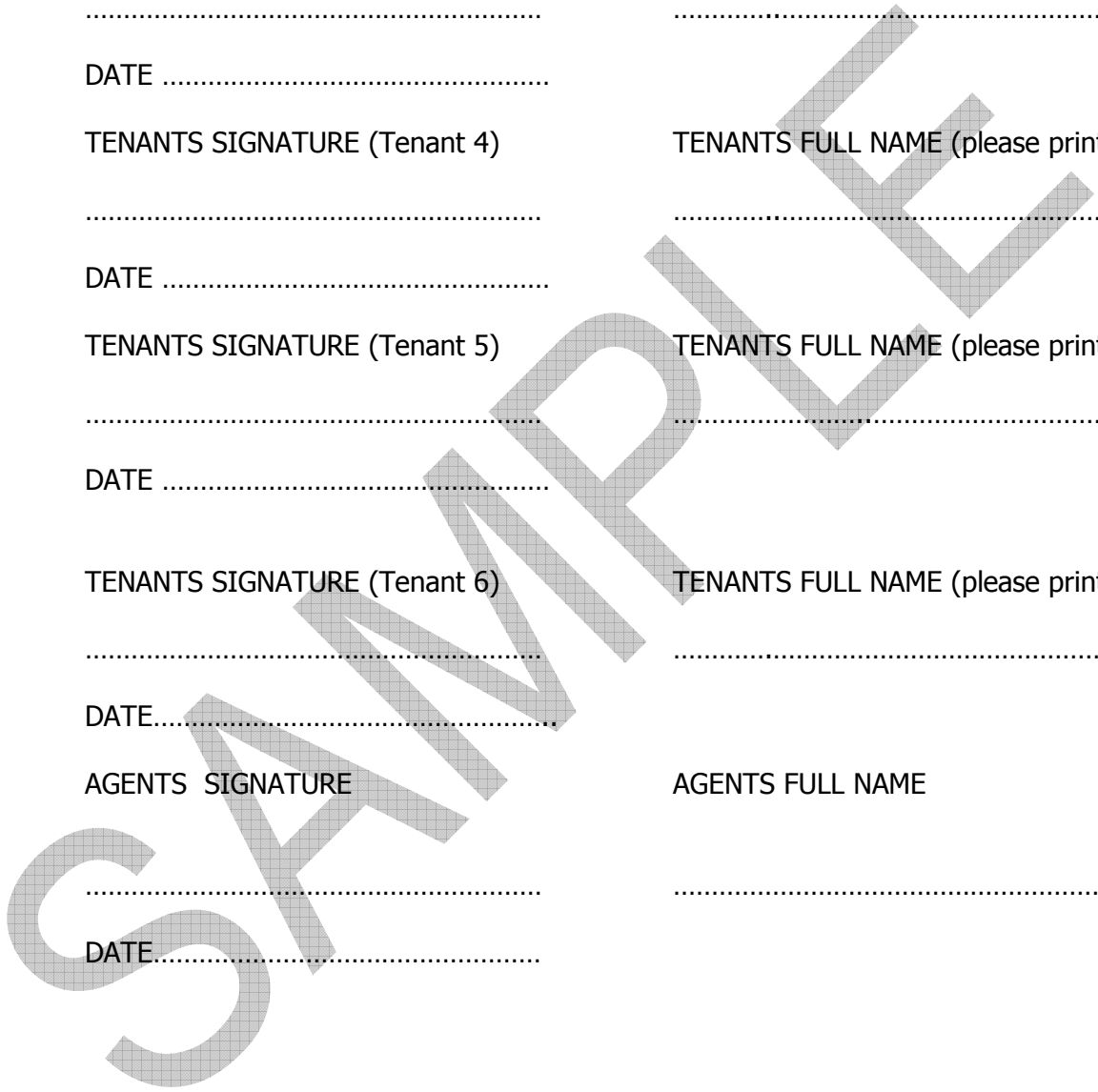
AGENTS SIGNATURE

AGENTS FULL NAME

.....

.....

DATE.....



EFFECT OF CHAPTER 4 OF PART 1 OF THE HOUSING (SCOTLAND) ACT 2006 ON YOUR TENANCY: INFORMATION PROVIDED BY LANDLORD IN ACCORDANCE WITH SECTION 20(1) OF THE HOUSING (SCOTLAND) ACT 2006

From:

Insert name and address of landlord

To:

Insert name and address of tenant

Concerning your tenancy of the following house:

Insert address of house

This is to inform you, as the tenant of the house described above, that Chapter 4 of Part 1 of the Housing (Scotland) Act 2006 applies in its entirety to your tenancy. This letter summarises the main effects of Chapter 4 on your tenancy.

I/we, as the landlord (or an authorised person), must carry out a pre-tenancy inspection of the house to identify work required to meet the Repairing Standard and must notify you of any such work.

I/we must ensure that the house meets the Repairing Standard at the start of, and at all times during, the tenancy. This duty applies only when you, as the tenant, inform me/us of work needed to meet the Repairing Standard (or I/we become aware of it in some other way). You should therefore notify me/us of any work required. I/we must complete that work within a reasonable time of becoming aware of it.

A house meets the Repairing Standard if the following conditions are met:

- **the house is wind and water tight and reasonably fit for human habitation** (taking account of the extent to which the house falls short of any building regulations, because of disrepair or sanitary defects);
- **the structure and exterior of the house** (including drains, gutters and external pipes) **are in reasonable repair and proper working order** (having regard to the house's age, character and prospective life and the locality). Where the house forms part of premises (eg, a flat), this requirement includes any part of the premises that the owner is responsible for maintaining, solely or communally, but the Repairing Standard only applies if any part of, or anything in, the premises that the tenant is entitled to use is adversely affected;
- **the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in reasonable repair and proper working order** (including installations outside the house but serving it, and which the owner is responsible for maintaining, solely or communally);
- **any fixtures, fittings and appliances provided under the tenancy are in reasonable repair and proper working order;**
- **any furnishings provided under the tenancy are capable of being used safely for the purpose for which they are designed;** and

- **there is satisfactory provision of smoke alarms.**

The Repairing Standard does not cover work for which you, as the tenant, are responsible due to your duty to use the house in a proper manner; nor does it cover the repair or maintenance of anything that you are entitled to remove from the house.

If you believe that I/we have failed to ensure that the house meets the Repairing Standard at all times during the tenancy, you have the right to apply to the Private Rented Housing Panel (PRHP). The PRHP may reject the application; consider whether the case can be resolved by us (the tenant and landlord) ourselves (for example, by agreeing to mediation); or refer your application to a Private Rented Housing Committee (PRHC) for consideration. The PRHC has power to require a landlord to carry out work necessary to meet the Repairing Standard.

Full details of how to apply to the PRHP may be obtained at www.prhpscotland.gov.uk or from

Private Rented Housing Panel
3rd Floor
140 West Campbell Street
Glasgow
G2 4TZ
Tel: 0141 572 1170
Fax: 0141 572 1171
admin@prhpscotland.gov.uk

Signed:..... Date:.....
Insert landlord's signature Insert date

I certify that I have received a copy of this letter.
Signed:..... Date:.....