

SHORT ASSURED TENANCY AGREEMENT

This is a Short Assured Tenancy Agreement as defined by Section 32 of the Housing (Scotland) Act 1988 as amended.

This agreement is between **upforlet, 1 Gleddoch View, Dumbarton, G82 4BL**
And Miss Smith Smith St

For the purposes of this agreement, 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 accommodation let is **As Above** ("the accommodation")

1. THE TERM

1.1 The lease will be for the period of **12** months from the **00/00/0000** ("start date") and will end on **00/00/0000** ("end date"). If this agreement is not brought to an end by either party on the end date it will continue thereafter on a monthly basis until terminated by either party giving no less than **two months notice** to the other party.

Should the tenant wish to vacate the accommodation at the end of the term, two months notice must be given to the landlord in **writing**.

2. THE RENT

- 2.1 **The rent is £000 pounds zero pence** per calendar month payable by the tenant by standing order to **upforlet.com** in advance so as to be received on the agreed day of each month.
- 2.2 The landlord is entitled to increase the rent after the aforementioned end date specified in clause 1.1. Under such circumstances the tenant will be given a minimum of one month's notice in writing of any proposed change before the beginning of the rental period when the change is to start.
- 2.3 The landlord shall be entitled to pursue the tenant for any reasonable costs incurred as a result of the tenant's failure to pay rent including but not limited to any charge for returned cheques or any reasonable costs incurred in pursuing the tenant for payment of unpaid rent.
- 2.4 Where housing benefit is payable the tenant will take all necessary steps to arrange for any payments to be made directly to the landlord. The tenant is liable to reimburse the landlord or his agent any sums which the landlord or his agent is required to pay to the local authority in respect of Housing benefit which has been paid direct to the landlord or his agent on behalf of the tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.

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3. THE DEPOSIT

- 3.1 The tenant shall pay the sum **£0.00 pounds as a deposit**. The landlord shall be entitled to make deductions from the deposit in relation to the following:-
- (i) Any damage caused, to the property, fixtures and fittings or any furniture provided as part of the tenancy with the exception of fair wear and tear.
 - (ii) Any costs incurred in replacing any items detailed on the ingoing inventory which have been lost or broken, or have disappeared during tenancy.
 - (iii) Any costs incurred in bring the garden back to an acceptable standard at the termination of the tenancy
 - (iv) Any interest incurred due to the tenant's late payments of rent or administrative or bank charges incurred by cheques not being met.
 - (v) Any unpaid bills including bills for utility services and local authority taxes.
 - (vi) Any cleaning charges arising from the property not being properly maintained.
 - (vii) Any amounts or rent, which shall remain unpaid.
 - (viii) Any other costs arising from the tenant's failure to fulfil the conditions of this Agreement
- 3.2. The landlord shall lodge the deposit with **SafeDeposits** Scotland within 30 days of the commencement of the tenancy and provide the tenant with the prescribed information in accordance with his duties under the Tenancy Deposit Scheme Regulations 2011 as amended. The deposit will be held by **SafeDeposits** Scotland throughout the tenancy. No interest shall be paid on the deposit.
- 3.3 If at the termination of the tenancy any sums are due to be paid from the deposit under clause 3.1 aforesaid the landlord shall apply to **SafeDeposits** Scotland as soon as reasonably practicable for return of the deposit either in whole or in part and notify the tenant. If the full amount of the deposit is due to the tenant, the tenant shall be responsible for applying to **SafeDeposits** Scotland for its release.

4. THE INVENTORY

- 4.1 Prior to the commencement of the tenancy, the landlord and tenant shall attend the accommodation at a mutually convenient time to check the inventory of contents. The tenant agrees that the signed Inventory, attached as Schedule 1 to this agreement is a full and accurate record of the state and condition of the accommodation and its fixtures, fittings and contents at the commencement of the tenancy. The tenant has a period of seven days after signing the inventory to ensure that the Inventory 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 and be liable for the costs of making good any damage or

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cleaning found necessary at the end of the tenancy, fair wear and tear excepted. The landlord may deduct any costs for which the tenant is liable under this clause from the deposit under clause 3

- 4.2 The tenant shall not remove any of the fixtures, fittings or any items specified in the said inventory from the accommodation or store them in alternative premises without obtaining the prior written consent of the landlord. Where such consent is granted, the tenant shall ensure that any items are stored safely without damage or deterioration and at the end of the tenancy are returned to the places described in the said inventory or as found at the commencement of the tenancy.

5 COUNCIL TAX AND UTILITIES

- 5.1 The tenant will be responsible for payment of the council tax and water and sewerage charges, or any local tax which may replace this and shall provide the local authority with the necessary information at the commencement of the tenancy.
- 5.2 The tenant shall ensure that any accounts for the supply to the accommodation of gas, electricity and telephone are entered in his name with the relevant supplier and shall promptly settle any bills in relation to charges incurred during the tenancy. The tenant agrees not to change supplier without the prior written permission of the landlord. At the termination of the tenancy, the tenant shall arrange for final meter readings and shall settle all accounts for the said services. The landlord is entitled to keep from the deposit under clause 3 any sum incurred in settling final accounts due by the tenant.
- 5.3 For the duration of the tenancy the tenant undertakes to pay all appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcasting receiving equipment (if any) in the accommodation.

6. PETS

- 6.1 The tenant shall not keep any pet in the accommodation unless he has obtained the prior consent of the landlord in writing. Such consent shall not be unreasonably withheld. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the accommodation, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the property. If the tenant fails to exert reasonable supervision and control, the landlord shall be entitled to withdraw his consent and request immediate removal of the pet. The tenant undertakes to meet the cost of any damage or soiling to the accommodation caused by the pet including but not limited to de-infestation where required.

7. USE OF THE PROPERTY

- 7.1** The tenant agrees that the accommodation shall be used as his only or principal home and solely as a private residence. The tenant shall not carry on any profession, trade or business from the accommodation, nor place or exhibit any notice-board or notice on any part of the accommodation.
- 7.2** The tenant shall not leave the accommodation unoccupied for a period longer than two weeks without informing the landlord in writing. Where the accommodation is unoccupied, the tenant shall take reasonable precautions to secure same including where appropriate notifying the police and taking appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 7.3** The tenant agrees, subject to what is provided in this agreement, to comply with the conditions, burdens, provisions and others specified in the title deeds for the accommodation as if he were the owner of the accommodation. The tenant agrees to comply with the terms of any Head lease granted in respect of the subjects provided he is advised of same prior to the commencement of the tenancy.

8 CONDITION OF THE PROPERTY

- 8.1** The tenant accepts the accommodation as being in good and clean tenable condition and agrees to maintain the accommodation, its fixtures and fittings and any items set out in the inventory in good condition and in a reasonable state of repair throughout the term of the tenancy. The tenant agrees to leave same at the termination of the tenancy in the same state and condition as they were in at the commencement date.
- 8.2** The tenant shall pay for the sweeping of all chimneys (if any) and ensure that these are swept regularly during the tenancy and particularly during the last week of tenancy and to produce to the landlord receipted bills on the last day of the tenancy. The tenant undertakes to keep the windows of the accommodation clean throughout the tenancy both internally and externally.
- 8.3** The tenant undertakes to pay for the cleaning or washing of carpets, curtains, upholstery and loose covers, bedding, blankets and for the washing of all linen (if any) which shall have been soiled during the tenancy and which at the termination of the tenancy may, in the opinion of the landlord require to be washed or cleaned.
- 8.4** The tenant agrees not to apply any sellotape or other sticky materials to the internal or external walls of the accommodation.
- 8.5** The tenant will be responsible for unblocking or cleaning stoppages in any pipe serving any basin, sink or toilet within the accommodation if they become blocked due to the tenants actions or inactions in breach of obligations under this agreement. The tenant shall also take care not to put any damaging oil, grease or

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other harmful or corrosive substance into the washing or sanitary appliances or drains within the accommodation.

- 8.6 The tenant undertakes to take all reasonable steps to adequately heat and ventilate the accommodation in order to help prevent condensation. Where such condensation may occur, the tenant shall take care to properly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the accommodation, its fixtures and fittings.
- 8.6 The tenant agrees to dispose of all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair (if any) at any time. The tenant must take reasonable care to ensure that the rubbish is properly bagged. If rubbish is normally collected from the street it should not be put out earlier than 7am on the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. The tenant must comply with any local arrangements for the disposal of large items (such as large electrical items).

9 LANDLORDS REPAIRING OBLIGATIONS

- 9.1 The landlord shall comply with the requirements of Schedule 10 of the Housing (Scotland) Act 1987 and common law which impose obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the accommodation; to keep in repair and proper working order the installations in the accommodation for supply of water, gas and electricity and for sanitation ((including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas, or electricity); to keep in repair and proper working order the installations in the accommodation for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the accommodation and the locality in which it is situated.
- 9.2 The landlord shall ensure that the accommodation meets the Repairing Standard as specified in Section 13 of the Housing (Scotland) Act 2006 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 of any work required or the landlord becomes aware of it in some other way (for example by an inspection visit). The Repairing Standard does not cover work for which the tenant is responsible due to the tenant's duty to use the house in a proper manner; not does it cover the repair or maintenance of anything that the tenant is entitled to remove from the house.
- 9.3 The tenant undertakes to give notice to the landlord of any repairs which are the responsibility of the landlord. The landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so. Immediate notice shall be given by the tenant in cases of emergency, particular where any defect, damage or disrepair might reasonably be expected to become a hazard or danger to persons in the vicinity or the fabric of the accommodation. In such cases, the tenant may carry out any unauthorised

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- repairs that constitute reasonable steps to restrict or diminish the immediate dangers or damage.
- 9.4 Where damage or repairs are attributed to the fault or neglect of the tenant or persons residing or visiting with him, the tenant will be liable for the cost of any repairs, renewals or replacement of items where required. The landlord may deduct such costs at the termination of the tenancy from the deposit under clause 3.
- 9.5 The landlord undertakes to repair damage to the accommodation caused by any act of vandalism or criminal activity (other than that which appears to him to have been committed or permitted by the tenant) providing that it has been notified to the police within 24 hours of the damage becoming known to the tenant. The tenant agrees to promptly notify the landlord or agent of the occurrence of any burglary, break-in or attempted break-in.
- 9.6 The tenant shall permit the landlord or workmen at all reasonable times to enter upon and to view the state of and condition of the accommodation, fixtures and fittings and any items specified in the inventory and to carry out any necessary repairs. The landlord shall give reasonable notice where access is required except in cases of emergency where the tenant undertakes to give immediate access upon request.
- 9.7 For the avoidance of doubt, the landlords repairing obligations under this clause should not be construed as requiring the landlord to rebuild or reinstate the accommodation in the case of destruction or damage by fire or by tempest, flood or other avoidable accident. Further the landlord shall not be liable to the tenant for the temporary deprivation of the occupancy of the accommodation by or through bursting, leakage or failure of gas, water and oil pipes or the choking, stoppage or overflow thereof or the failure, fusing or breakdown of electrical appliances from any cause or source whatsoever.

10 ALTERATIONS

- 10.1 The tenant undertakes not to make any alternations to the accommodation nor carry out any internal or external decoration without the prior written consent of the landlord.
- 10.2 The tenant shall not erect or place any hut, shed or other structure, caravan, house on wheels, aerial, satellite dish or other item nor any hoarding on the accommodation without prior written consent from the landlord. Where consent is granted the tenant will meet all costs of installation and subsequent removal including reasonable costs of making good any damage or redecoration if required by the landlord. The landlord may withdraw his consent at any time on any reasonable grounds and upon giving reasonable notice.

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11 INSURANCE

- 11.1 The landlord may arrange for insurance of the buildings and contents belonging to him. For the avoidance of doubt the tenant's belongings, furnishings or equipment within the property are his responsibility and are not covered by any insurance policy maintained by the landlord.
- 11.2 The tenant agrees not to do nor allow anything to be done to the accommodation which may render void or voidable any insurance policy held by the landlord in relation to the accommodation or which may cause the premiums of said policy to increase. The tenant also undertakes to reimburse the landlord for any excess sum, up to a maximum of £100, payable under the landlord's insurance policy for each and any claim on the landlord's policy resulting from any action or inaction on the part of the tenant or persons residing or visiting with him in breach of this agreement.

12 ASSIGNATION/SUBLETTING

- 12.1 The tenant shall not assign, sub-let or part with the accommodation nor take in any lodgers or paying guest without the prior written consent of the landlord. Consent may be withdrawn for reasonable grounds and upon reasonable notice being given by the landlord to the tenant. The tenant shall not allow other persons to share the occupation of the premises, whether or not for payments, without the prior written consent of the landlord.

13 ANTI-SOCIAL BEHAVIOUR

- 13.1 The tenant, those living with him, and his 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.

"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. A course of conduct means antisocial behaviour on at least two occasions.

- 13.2 In particular, the tenant, those living with him, and his 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;

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- (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 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 accommodation 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.

14 COMMON PARTS AND GARDEN

- 14.1 The tenant must not lop, cut down or remove or otherwise injure any trees shrubs or plants growing upon the accommodation nor alter the general character of the garden with the exception of normal pruning, etc. The tenant agrees to cultivate the garden in a reasonable manner throughout the tenancy according to the season of the year. Where the tenant fails to maintain the garden in a reasonable manner and the landlord incurs costs in bringing the garden up to a reasonable standard at the termination of the tenancy, the tenant will be liable for said costs which may be deducted from the tenant's deposit in terms of clause 3.
- 14.2 If the accommodation forms part of a larger building, the tenant undertakes to join with the other proprietors of the said building, when applicable, in keeping the common close, stairway and the common garden (if any) pertaining to the said building in a clean and tidy condition, and to pay upon request the proportion of costs applicable to the accommodation of the cost of doing so. The tenant is not permitted to access the roof.
- 14.3 Nothing belonging to the tenant or anyone living with the tenant or their visitors may be left or stored in the common areas if such storage causes nuisance or annoyance to neighbours.

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15 LOCKS & BURGLAR ALARMS

The tenant undertakes the following:

- 15.1 Not to make or permit to be made any duplicate keys for the accommodation without prior consent from the landlord or his agent, which shall not be unreasonably withheld.
- 15.2 Not to change, alter, add or otherwise damage any locks or bolts on the accommodation (except in the case of emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the property, the tenant shall promptly provide the landlord or his agent with an appropriate set of keys.
- 15.3 Not to change any burglar alarm code (if any) without the prior consent of the landlord or his agent. Such consent will not be unreasonable withheld. Where such consent is given the tenant will promptly provide the landlord or his agent with the relevant new code.
- 15.3 If any lock or bolt is installed or changed without the prior consent of the landlord or his agent the tenant may be held responsible for the removal and making good any resultant damage to the accommodation or spoilage of decoration. The landlord may deduct such costs at the termination of the tenancy from the deposit under clause 3.
- 15.4 Take adequate precautions to keep the accommodation, including its external doors and windows, locked and secured, and any burglar alarm set, when the accommodation is empty.
- 15.5 That the landlord will retain a set of keys in order for the tenant to obtain an duplicate set in the event of theft or loss or in the event that the tenant gives express permission for the landlord, or his appointed agent/tradesmen, to gain access to carry out repairs. Such access will only be granted with the express permission of the tenant, other than that of emergency. The landlord undertakes that such keys will be kept in a secure place and shall be directly accountable for their security.

16 FIRE SAFETY

- 16.1 The landlord shall provide smoke detectors for the accommodation and keep same in good repair.
- 16.2 The tenant shall be responsible for the upkeep of all smoke detectors fitted replacing the batteries as necessary, testing once a month and ensuring that they are kept in working order. Regular checks will also be carried out by the landlord or agent. Batteries can be provided as requested.
- 16.3 The tenant is prohibited from bringing into the accommodation any inflammable or other material (apart from reasonable quantities of stored fuel for domestic purposes) which might reasonably be considered to be a fire hazard, or

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otherwise dangerous to the accommodation or the health of its occupants or neighbours.

17 APPLIANCES

- 17.1 The landlord shall take all reasonable steps to ensure that the domestic gas and electrical appliances and other similar mechanical appliances within the accommodation for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlord's obligations under: the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994.
- 17.2 The landlord must ensure that there is an annual gas safety check on all pipe work and appliances. The check must be carried out by a Gas Safe registered Installer. The tenant undertakes to give access to the accommodation upon request to enable the said check to be carried out. The tenant must be given a copy of the landlord's Gas Safety Certificate. The landlord must keep the certificate for at least two years. The Gas Safety (Installation & Use) Regulations 1998 place duties on tenants to report any defects with gas pipework or gas appliances that they are aware of to the landlord or his agent. The tenant is forbidden to use appliances that have been deemed unsafe by a gas contractor.
- 17.3 The tenant shall not bring into the accommodation any gas appliances without the express permission of the landlord. The tenant must ensure that any such appliances are safe to use and are properly connected to the appropriate pipework in the accommodation by a suitably qualified Gas Safe registered engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the accommodation.
- 17.4 The tenant undertakes to take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connected appliances to the mains electrical system.

18 NOTICES AND CERTIFICATES

- 18.1 The tenant undertakes to, as quickly as is practical after receipt, forward to the landlord or his agent any formal or legal notices or orders delivered to the accommodation by a third party which relate to, or might significantly affect, the accommodation, its boundaries or adjacent properties.
- 18.2 The tenant accepts that a certificate by the landlord shall be sufficient to ascertain and constitute (except in the case of manifest error) the amounts due to the landlord at the date of the certificate in respect of the following:
- (i) Rent

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- (ii) Gas and electricity charges
- (iii) Telephone rental and other telephone charges
- (iv) Compensation for damage caused to the accommodation
- (v) Compensation for breakages or damages caused to the accommodation and/or the fixtures, effects and furniture (as applicable) as specified in the said Inventory
- (vi) Any other sums that may be payable by the tenant in terms of this agreement.

19 LANDLORDS COSTS AND INTEREST

- 19.1 The tenant agrees to pay the costs of any application for consent under this agreement whether or not such licence of consent is actually granted. The tenant also 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 obligations under this Agreement.
- 19.2 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 eight percent from the respective dates on which they become due until payment.

20. TERMINATION OF THE TENANCY

Important: If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau.

This short assured tenancy may be ended by:-

- 20.1 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.
- 20.2 By the landlord serving on the tenant a Notice to Quit. The landlord may serve such notice either
 - (i) To terminate the tenancy at its end date
 - (ii) To terminate the tenancy where the tenant has broken or not performed any of the obligations under this agreement.

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20.3 By the tenant giving the landlord two months' notice in writing to terminate the tenancy at its termination date.

20.4 By the landlord 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 following grounds set out in schedule 5 of the Housing (Scotland) Act 1988:-

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.

Part 1

Ground 1: The landlord requires the property for himself or his spouse for use as the principal home of one or both of them.

Ground 2: The accommodation is subject to a heritable security (a mortgage) and the lender is entitled to sell the accommodation because of the landlord's failure to keep to the condition of the loan.

Ground 3: The accommodation is let under a tenancy for a specified period not exceeding eight months- off season holiday let.

Ground 4: The tenancy is provided by a specified educational institution and is let during vacation time of a property normally let to students.

Ground 5: The accommodation is held for the purpose of being available for occupation by a minister or a full-time lay missionary.

Ground 6: The landlord intends to demolish or reconstruct or carry out substantial works to all or part of the accommodation.

Ground 7: The tenancy has devolved under the will or intestacy of the former tenant.

Ground 8: At least three months' rent is in arrears both on the date on which the notice of proceedings was served and at the date of the court hearing.

Part II

Ground 9 : Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10: The tenant continues to occupy the premises having given notice to quit to the landlord.

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- Ground 11: The tenant has persistently delayed paying rent.
- Ground 12: Some rent is unpaid at the start of court proceedings and at the time of serving the notice of proceedings.
- Ground 13: Any obligation of the tenancy (other than the obligation to pay rent) has been broken by the tenant.
- Ground 14: The tenant or anyone living with him has allowed or caused damage to the accommodation or common parts of the building in which the accommodation is situated.
- Ground 15: The tenant or anyone living with him has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the premises.
- Ground 16: The tenant has damaged the furniture or allowed it to become damaged.
- Ground 17: The accommodation is let to the tenant in consequence of his employment by the landlord and the employment has now ceased.

Any such action will not restrict or limit any other legal rights, which the landlord may have in pursuing the tenant for breaches of the tenant's obligations under the agreement.

The tenant, having already acknowledged receipt of notice that the landlord is letting his home hereby acknowledges under this agreement due notice was duly given informing the tenant that the landlord is letting his home and intends to return to live there again prior to his entering into the agreement and by so doing the landlord can recover possession of the property at the termination of the term under Ground 1 of Part 1 of Schedule 5 to the Housing (Scotland) Act 1988.

The tenant, having already acknowledged receipt of notice that the accommodation is subject to a heritable security and the lender may be entitled to sell the accommodation if the landlord fails to keep to the conditions of the loan hereby acknowledges under this agreement that the landlord can recover possession of the property at the termination of the term under Ground 2 of Part 1 of Schedule 5 of the Housing (Scotland) Act 1988.

- 20.5 Should the tenant vacate the accommodation without giving the requisite notice as specified in clause 20.3 of this agreement, before the expiration of the term as stated in clause 1.1, the said the tenant will be liable for any reasonable costs incurred by the landlord as a result of his default including but not limited to any re-advertising costs and payments of rent and council tax at the standard rate up to the date on which the accommodation is re-let or the expiry of the term, whichever is the sooner.

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21. AT THE END OF THE TENANCY

- 21.1 During the last two months of the tenancy, upon being given reasonable notice, the tenant shall permit the landlord to enter upon the accommodation and where required place a notice board for re-letting or sale and permit any persons to view the accommodation for the purpose of such re-letting or sale.
- 21.2 The tenant is obligated at the end of the tenancy to arrange with the landlord or his agent an end of tenancy inspection appointment, and:
- (i) To clean or pay for the cleaning of the property, its fixtures and fittings including the cleaning of any carpets, curtains (including nets) and any bedding or additional linen and upholstery which have become soiled, stained or marked during the tenancy and provide, upon request, receipts to demonstrate such compliance with this clause.
 - (ii) To remove all tenant's refuse and rubbish from the property and properly dispose of it in receptacles outside the property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal.
 - (iii) To return all sets of keys (including additional sets copied by the tenants) on the last day of the contractual tenancy. Please note that failure to do so can result in additional charges being levied by the landlord or his agent until such time as the landlord had taken possession of such keys.
 - (iv) To remove all personal belongings of the tenants including food stuff on or before the last day of the tenancy.
 - (v) To ensure that all items of furnishing belonging to the landlord are returned to their original place in accordance with the inventory as agreed at the beginning of the tenancy.
 - (vi) To provide the landlord or his agent with a forwarding address at the end of the tenancy for ease of administration and communication between both parties including the ease of return of the security deposit.
- 21.3 The tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the accommodation. The landlord will remove said items and store them for a maximum of one month. The landlord will notify the tenant at his last known address. If the items are not collected within one month, the landlord will consider same to be abandoned and shall dispose of the items. The tenant shall be liable for the reasonable costs of disposal which may be deducted from any funds arising from the sale of the items or the deposit.

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If the tenant leaves the property unoccupied for more than 28 days without having given any explanation of his whereabouts the landlord can assume that the tenant has abandoned his tenancy and take all appropriate legal steps to terminate the tenancy under clause 20.

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23. DATA PROTECTION, CONFIDENTIALITY AND MISCELLANEOUS CLAUSES

23.1 landlord 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 1998 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.

24. HOUSES IN MULTIPLE OCCUPATION – SPECIAL RULES

24.1 Where the tenants have provided information to the landlord or letting agent to the effect that the tenants are members of the same family* but which information subsequently turns out to be false, and the landlord has not consented in writing to let the accommodation to three or more tenants who are not members of the same family* for the purposes of The Civic Government (Scotland) Act 1982 (Licensing of Houses in Multiple Occupation) Order 2000 (“the Order”),

*Being a member of the same family means that the tenants are married to each other, or live together as a committed couple (including a same sex couple), or one of them is the parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece of the other.

Then the following provisions set out in clauses **24.2 and 24.3** will apply:-

24.2 The landlord will be entitled to take steps to terminate this agreement as a result of the tenant’s (or at the instigation of the tenant, another person’s) breach, either knowingly or recklessly of an implied term of the agreement to provide correct and truthful information to the landlord or his agent. This means that the landlord will be entitled to proceed to seek possession of the accommodation in terms of clause **20** of this agreement.

24.3 The tenant will be liable for reasonable costs and expenses, including if applicable, legal or court costs, together with any fines payable by the landlord or his agent as a result of the accommodation being, as a consequence of the tenants breach, deemed an unlicensed or unregistered House in Multiple Occupation in terms of the order (as referred to in **24.1** above). The tenant may also be liable for other financial losses sustained by the landlord as a result of the provision of the false information and, should the landlord (or agent), be convicted by a criminal court for letting the accommodation without the relevant

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license as required under the order, the tenant will be liable to legal action by the landlord (or agent) for civil damages in compensation.

IMPORTANT

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

25 IMPORTANT INFORMATION

- 25.1 This agreement is intended to create a Short Assured Tenancy as defined in Section 32 of the Housing (Scotland) Act 1988 and the provisions for the recovery of possession by the landlord in Section 33 thereof apply accordingly.
- 25.2 This agreement is subject to all laws and statutes affecting short assured tenancies in Scotland. If a court decides that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.
- 25.3 The guarantors hereby bind and oblige themselves as cautioner, co-obligants and full debtors for and along with the tenant that the tenant will duly make payment of all rents and other sums due to the landlord and will duly perform the whole other obligations of and observe all other conditions binding on the tenant directly or indirectly under or by virtue of the lease and that in all respects liability hereby undertaken by the guarantor being an independent obligation continuing in force while any liability or provision under the tenancy agreement remains wholly or partially undischarged or unimplemented by the tenant and that notwithstanding:
- (i) The termination of the lease (and shall include specifically any claim for damages for loss suffered by the landlord as a result of the termination of the lease for any reason whatsoever)
 - (ii) Any rules of law or practice to the contrary subsisting.
 - (iii) The landlord releasing or giving up any obligation or remedy (present or future) for any indebtedness or liabilities on the tenant or giving up of any other indulgence to the tenant or to any other co-obligant.
 - (iv) Any alteration in the term of the lease.

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- (v) That the terms of the lease or any other fact matter or thing whereby but for this provision the guarantor would have been released.

26. NOTICE & DECLARATIONS

In signing this agreement and taking entry to the accommodation, the tenant:

- 26.1 **SHORT ASSURED TENANCY**
acknowledges that he was served notice in Form AT5, before the creation of this tenancy (a copy of which notice is attached to this Agreement and signed as relative hereto), and that he understands this tenancy to be a Short Assured tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988;
- 26.2 **FULL DISCLOSURE**
confirms that he has made full and true disclosure of all information sought by the landlord in connection with the granting of this tenancy;
- 26.3 **FALSE STATEMENTS**
confirms that he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the landlord's decision to grant the tenancy.
- 26.4. The parties hereto consent to registration hereby for preservation and execution.

IN WITNESS WHEREOF

NAME(S) OF LANDLORD(S) ... upforlet.com 1 Gleddoch View Dumbarton, G82 4BL

SIGNATURE OF LANDLORD(S).....

Date:

NAME OF WITNESS.....

SIGNATURE OF WITNESS.....

ADDRESS OF WITNESS.....C/O, upforlet.com, 1 Gleddoch View, Dumbarton, G82 4BL.....

OCCUPATION OF WITNESS...Accounts Manger.....

Date:

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NAME OF TENANT (1)

SIGNATURE OF TENANT.....

Date:

NAME OF WITNESS.....

SIGNATURE OF WITNESS.....

ADDRESS OF WITNESS.....

OCCUPATION OF WITNESS.....

Date:

NAME OF TENANT (2)

SIGNATURE OF TENANT.....

Date:

NAME OF WITNESS.....

SIGNATURE OF WITNESS.....

ADDRESS OF WITNESS.....

OCCUPATION OF WITNESS.....

Date:

INITIALS DATE