

SHORT ASSURED TENANCY AGREEMENT

This is a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988

DATE: [DATE]

1. PARTIES

- 1.1. This Short Assured Tenancy Agreement ('the tenancy') is between [NAME], residing at [ADDRESS] ('the Landlord') and [NAME], residing at [ADDRESS] ('the Tenant') and is on the following terms and conditions.
- 1.2. 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.

2. THE ACCOMMODATION

- 2.1 The tenancy concerns the following accommodation [ADDRESS] and garden (if any) (hereinafter referred to as "the property")
- 2.2 The property includes the fixtures, fittings, furniture and furnishings specified in the inventory checked and signed by the landlord and the Tenant.

3. PERIOD OF LET

- 3.1 The tenancy starts on [DATE] ("the entry date") including that day. This is regardless of the date that this agreement is signed by the landlord and the Tenant. The initial period of the tenancy is for [NUMBER] months from the start of this Short Assured Tenancy. Unless the landlord or the Tenant has brought the tenancy to an end at, or before, the end of the initial period, the tenancy will continue thereafter on a month to month basis until terminated in terms of paragraphs 34 of this agreement.
- 3.2 The let shall be for the occupancy of [NUMBER] persons.
- 3.3 Should the Tenant vacate the property before the date of termination, the Tenant will be liable to pay damages which will include for the avoidance of doubt but without prejudice to the foregoing generality (a) rent at the same rate until the property is re-let or the date of termination, whichever is sooner AND (b) council tax, or any similar replacement tax or levy, for said period AND (c) all costs necessarily incurred by the landlord in respect of the early termination including the re-letting thereof.

4. RENT

- 4.1 The rent shall be at a rate of [AMOUNT] per month, which shall be payable in advance by DIRECT DEBIT on, or within three working days after, the [DAY] day of each month, during the continuance of the tenancy, the first payment being made as at the date of this agreement. Interest shall be paid on any instalment of rent seven or more calendar days overdue at the rate of four per cent per annum above base rate from the due date until the date of payment.

5. RENT INCREASES

- 5.1 The Landlord is entitled to increase the rent as at the anniversary of the entry date and each anniversary thereafter save that the landlord shall not be entitled to increase the rent during the initial period of the tenancy. At least two months' written notice of any rent increase will be given. The Tenant will be entitled, on receipt of such a notice, to

terminate the tenancy as provided for in paragraph 34 of this agreement, before the increase takes effect.

6. DEPOSIT

- 6.1 At the date of entry or before, a deposit of £ _____ will be paid by the Tenant to the Landlord or his agents. The Landlord or his agent will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.
- 6.2 The deposit will be paid into a tenancy deposit scheme within the timescales laid out in the **Tenancy Deposit Schemes (Scotland) Regulations 2011**.
- 6.3 The scheme administrator is _____
- 6.4 The Landlord will be entitled at the expiry or end 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.
- 6.5 The deposit or part of the deposit, if any, will be refunded to the Tenant within the timescales as laid out in the **Tenancy Deposit Schemes (Scotland) Regulations 2011**

7. INSURANCE

- 7.1 The landlord agrees to insure the heritable property against fire and other risks against which such properties are normally insured (including occupier's liability insurance) and to pay the premiums in respect thereof. The landlord agrees to insure all contents of the property which belong to the landlord. The insurance of all contents of the property which belong to the Tenant shall be the sole responsibility of the Tenant.

8. SERVICES

- 8.1 Unless otherwise arranged by the Landlord, the Tenant will arrange for all services (gas, electricity, telephone etc) to be taken in his/her name for the duration of the tenancy and consequently will be liable for all relevant payments. The Tenant will not, without the landlord's consent in writing change the supplier of any utility. It is a condition of this lease that the Tenant will be held responsible for the retention for the duration of the tenancy of a live telephone connection together with number where applicable. The telephone number remains the property of the Landlord and the Tenant shall not apply for a retention or reallocation thereof nor permit disconnection.
- 8.2 The Tenant undertakes to ensure that the accounts for the supply to the accommodation of gas, electricity and telephone are entered in his name with the relevant supplier. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.
- 8.3 The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services on termination of the tenancy.

9. LOCAL AUTHORITY TAXES

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

10. USE

The property shall be used solely as a private dwelling house and the Tenant will not have the right to assign this lease or sub-let the property, in whole or in part. The Tenant shall not, without prior written consent from the landlord, allow any person other than the Tenant to occupy the whole or any part of the property. The Tenant will ensure that at all times the Tenant and guests do not cause any disturbance and shall not play or permit to be played so as to be audible outside the property any musical instrument or equipment after 11pm or before 10am nor cause any annoyance or inconvenience to any neighbouring proprietor. The Tenant must not run any kind of business from the accommodation without the written permission of the landlord. The accommodation must not be used for illegal or immoral purposes.

11. CONTENTS

- 11.1 The Tenant agrees that the signed Inventory, attached as Schedule 1 to this Agreement is a full and accurate record of the contents of the accommodation at the start 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.
- 11.2 The Tenant agrees that these contents were as described in the inventory. 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. The costs involved in making good any damage or cleaning found necessary may be deducted by the Landlord from the deposit under Clause 6

12. ABSENCES

- 12.1 The Tenant agrees to tell the Landlord if he is to be absent from the accommodation for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to secure the accommodation prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage

13. REASONABLE CARE

- 13.1 The Tenant agrees to take reasonable care of the accommodation and any common parts, and in particular agrees to take all reasonable steps to:
 - 13.1.1 keep the accommodation adequately ventilated and heated;
 - 13.1.2 not bring any hazardous or combustible goods or material into the accommodation;
 - 13.1.3 not pour any oil, grease, or other damaging materials down the drains or waste pipes;
 - 13.1.4 prevent water pipes freezing in cold weather;
 - 13.1.5 avoid danger to the accommodation or neighbouring properties by way of fire or flooding;
 - 13.1.6 ensure the property and its fixtures and fittings are kept clean during the tenancy;

13.1.7 not interfere with the smoke detectors, heat detectors or the fire alarm system;

13.1.8 not interfere with door closer mechanisms.

14. MAINTENANCE & REPAIR

14.1. The Tenant accepts the property and garden (if any) also furniture and furnishings as being in good and Tenatable condition and agrees to keep and leave the same in like manner at the termination of the lease, and where applicable will conform to such mutual staircase regulations as may exist. The Tenant will continuously occupy, fire and air the property and will keep the furnishings in good and clean condition and repair throughout the tenancy and will replace any of the furnishings which may be lost, damaged broken or destroyed during the duration of the tenancy, ordinary wear and tear excepted. In particular but without prejudice to the foregoing generality, the Tenant will maintain and if necessary replace all existing electric flex, plugs, bulbs and fuses in the property.

14.2. During all times of the year when frost damage may occur (November–April), the Tenant shall, if the property is to be left unattended for more than one week, shut off the main water supply and drain the whole system, and further shall inform the landlord or his agents of the intended duration of his absence.

14.3. Any repairs required to any part of the property or to any item within the property will be intimated to the landlord or his agents who will be entitled to obtain two estimates for the repair thereof. Payment for repairs instructed by the Tenant without the prior approval of the landlord or his agents will be the sole responsibility of the Tenant. Any repairs required as a result of negligence, accident, misuse or neglect and not natural wear and tear will be the responsibility of the Tenant throughout the period of this lease. The Tenant must report any damage to the accommodation, or the common parts, or the need for repairs or maintenance, as soon as reasonably practicable. The Tenant must immediately report to the landlord any emergencies affecting the accommodation including interruption to the supply of water, gas and electricity.

The Tenant will be responsible for maintaining any exclusive gardens including without prejudice to the foregoing generality, cutting the grass regularly, weeding regularly and seasonal works such as pruning, sweeping up leaves and keeping the gutters and drains clear of leaves falling which the Tenant will be responsible for all gardening costs incurred by or on behalf of the landlord. The landlord acting reasonably shall be the sole judge of whether the Tenant has fulfilled his obligation under this clause.

14.4. The Tenant is responsible for taking reasonable care of the accommodation. This includes carrying out minor routine maintenance, replacement of consumables and internal decoration. This includes, but is not limited to:

- Replacement of light bulbs, batteries, fuses, filters, etc. In addition, the Tenant is responsible for the replacement of lost and broken keys. The Tenant must keep the accommodation in a reasonable state of cleanliness and decoration. However, the Tenant is not responsible for carrying out repairs due to fair wear and tear.
- The Tenant is responsible for repair (including replacement) of damage to the accommodation, or loss of any of the fixtures, fittings and items in the inventory, caused through the fault of the Tenant, anyone in the household or visitors.

15. HABITABILITY

- 15.1. The Landlord agrees throughout the period of the tenancy to maintain the accommodation in a wind and watertight condition and in all other respects reasonably fit for human habitation.

16. STRUCTURE & EXTERIOR

- 16.1. 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:
- i. drains, gutters and external pipes;
 - ii. roof;
 - iii. outside walls, doors, windowsills, window catches, sash cords, and window frames;
 - iv. internal walls, floors, ceilings, doors, door frames, internal stair cases and landings;
 - v. chimneys, chimney stacks, and flues (including sweeping);
 - vi. pathways, steps or other means of access;
 - vii. plaster work;
 - viii. boundary walls and fences.

17. GAS SAFETY

- 17.1. 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 installer. The Tenant must be given a copy of the Landlords gas safety certificate. The Landlord must keep certificates for at least two 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 or letting agent. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor.

18. LIQUID PETROLEUM GAS (LPG)

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

19. INSTALLATIONS

- 19.1. The Landlord will keep in repair and in proper working order the installations in the accommodation 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:
- i. basins, sinks, baths, toilets, and showers;
 - ii. gas or electric fires and central heating systems;
 - iii. electrical wiring;
 - iv. door entry systems;
 - v. cookers;
 - vi. extractor fans
 - vii. smoke alarms

20. DEFECTIVE FIXTURES AND FITTINGS

- 20.1. The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the accommodation, 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 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).

21. REPAIR TIMETABLE

- 21.1. The Tenant undertakes to immediately notify the Landlord (or any officer, agent or employee specified by the Landlord for that purpose) of the need for any repair or emergency. The Landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.

22. PAYMENT FOR REPAIRS

- 22.1. The Tenant will be liable for the cost of repairs where the need for them is attributable to his fault or negligence, that of any person residing with him, or any guest of his. The Landlord may deduct such costs at the termination of the tenancy from the deposit under Clause 6.

23. ACCESS

- 23.1. The Tenant will, when requested, give access to the landlord's representatives (including the Agents) in order to carry out a periodic inspection of the property and contents and also will give, if required, the usual facilities for showing the property to prospective tenants or purchasers should the property be put up for re-let or for sale. The Landlords will give reasonable notice for viewing or inspection. Save in the case of an emergency or default on the part of the Tenant.
- 23.2. The Tenants will not without the landlord's or the agent's written consent change the locks to the property. Upon termination all keys shall be returned to the Landlord by the Tenants on or before the date of expiry failing which the landlord reserves the right to arrange for the locks to be changed and the cost thereof deducted from the Tenant's deposit.

24. ALTERATIONS

- 24.1. The Tenant agrees not to make any alteration to the accommodation, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.
- 24.2. Any request for adaptations, auxiliary aids or services as per the Equalities Act 2010 or the Housing (Scotland) Act 2006 must be made in writing to the Landlord. Consent for alterations requested under this legislation will not reasonably be withheld.

25. COMMON PARTS

- 25.1. 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.
- 25.2. Where a Tenant fails in this responsibility, the Landlord may carry out these responsibilities and recover the costs from the Tenant.

26. ROOF

- 26.1. The Tenant is not permitted to access the roof.

27. REFUSE

- 27.1. 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 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).

28. STORAGE

- 28.1. Nothing belonging to the Tenant or anyone living with the Tenant or the visitors may be left or stored in the common stair if it causes nuisance or annoyance to neighbours.

29. DANGEROUS SUBSTANCES

- 29.1. The Tenant must not store keep on or bring into the premises or any store, shed or garage, inflammable liquids or explosive gasses which might reasonably be considered to be a fire hazard or otherwise dangerous to the premises or its occupants or the neighbours or the neighbour's property.

30. RESPECT FOR OTHERS

- 30.1. 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.
- 30.2. "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. Antisocial conduct includes speech. A course of conduct means antisocial behaviour on at least two occasions.
- 30.3. 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 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 or decommissioned firearms.

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

31. PETS

- 31.1. The Tenant agrees not to keep any animals or pets in the accommodation without the prior written consent of the Landlord. Any such consent will 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, nuisance either to neighbours or in the locality of the property.

32. LEGISLATION

- 32.1. The Landlord undertakes to secure repossession only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies, and, where applicable, all legislation relating to other activities carried on in the premises, such as the provision of care or support, or food preparation.

33. DATA PROTECTION

- 33.1. 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 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.

34. ENDING THE TENANCY

- 34.1. This Short Assured Tenancy may be ended by:-
 - 34.1.1. 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.

- 34.1.2. 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.
- 34.1.3. By the Tenant giving the Landlord one month's notice in writing to terminate the tenancy at its termination date.
- 34.1.4. 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. 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, 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, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered under this Ground; and
- (b) the house was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - i. not exceeding eight months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and
 - ii. exceeding eight months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

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

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

Ground 5

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

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

Ground 6

The Landlord who is seeking possession or, where the immediate Landlord is a registered housing association within the meaning of the [1985 c. 69.] Housing Associations Act 1985, a superior Landlord intends to demolish or reconstruct the whole or a substantial part of the house or to carry out substantial works on the house or any part thereof or any building of which it forms part and the

following conditions are fulfilled (and in those conditions the Landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant Landlord")—

(a) either-

- a. 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
- b. none of the following persons acquired his interest in the house for value—
 - i. the relevant Landlord (or, in the case of joint relevant Landlords, any one of them);
 - ii. 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;
 - iii. any person from whom the relevant Landlord (or any one of joint relevant Landlords) derives title and who acquired his interest in the house after the creation of the tenancy; and

(b) the relevant Landlord cannot reasonably carry out the intended work without the Tenant giving up possession of the house because-

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

Ground 7

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

Ground 8

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

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- 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.

35. NOTICE & DECLARATIONS

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

- i. acknowledges that he was served a Form AT5, before the creation of this tenancy, and that he understands this tenancy to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988;
- ii. confirms that he has made full and true disclosure of all information sought by the Landlord in connection with the granting of this tenancy
- iii. confirms that he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.

36. INTERPRETATION

36.1 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. Any notices or documentations may be served on or sent to the landlord at the address in paragraph 1.1 above. The landlord shall be entitled to send, serve or deliver any notice or document to the Tenant at the accommodation.

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

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

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

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

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

Landlord Signature	Witness Signature
Landlord Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Landlord Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

SCHEDULE 1 – INVENTORY

Form AT5: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT5

HOUSING (SCOTLAND) ACT 1988

**NOTICE UNDER SECTION 32 TO BE
SERVED ON A PROSPECTIVE TENANT
OF A SHORT ASSURED TENANCY**

IMPORTANT: INFORMATION FOR PROSPECTIVE TENANT(S)

This Notice informs you as a prospective Tenant(s) that the tenancy being offered by the prospective landlord(s) is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

Please read this notice carefully.

Part 1

To.....
(Name of prospective Tenant(s))

NOTE 1 TO PROSPECTIVE TENANT

TO BE VALID THIS NOTICE MUST BE SERVED BEFORE THE CREATION OF A TENANCY AGREEMENT. A SHORT ASSURED TENANCY WILL NOT EXIST IF A VALID NOTICE HAS NOT BEEN SERVED.

Part 2 I your prospective Landlord(s)/I your prospective Landlord's Agent*

.....
(Name of Landlord(s))

of.....

.....

.....
(Address and telephone number of Landlord(s))

give notice that the tenancy being offered to you of the house at

.....

.....

.....
(Address of house)

* delete as appropriate

to which this notice relates is to be a short assured tenancy in terms of Section 32 of the Housing (Scotland) Act 1988

Signed.....
(Landlord(s) or Landlord's Agent)

Date.....

NOTE 2 TO PROSPECTIVE TENANT

A SHORT ASSURED TENANCY IS A SPECIAL FORM OF TENANCY. UNLESS IT FOLLOWS IMMEDIATELY AFTER ANOTHER SHORT ASSURED TENANCY OF THE SAME HOUSE, (WITH THE SAME TENANT) IT MUST BE FOR NOT LESS THAN 6 MONTHS.

NOTE 3 TO PROSPECTIVE TENANT

A LANDLORD OF A SHORT ASSURED TENANCY HAS SPECIAL RIGHTS TO REPOSSESS THE HOUSE. IF THE LANDLORD TERMINATES THE TENANCY BY ISSUING A VALID NOTICE TO QUIT AND GIVES THE TENANT AT LEAST 2 MONTHS NOTICE (OR LONGER PERIOD IF THE TENANCY AGREEMENT PROVIDES) OF HIS INTENTION TO REPOSSESS THE HOUSE THE COURT MUST GRANT THE LANDLORD AN ORDER ALLOWING HIM TO EVICT THE TENANT IF HE APPLIES FOR ONE AT THE END OF THE TENANCY PERIOD SET OUT IN THE TENANCY AGREEMENT.

Part 3 Address and telephone number of Agents if appropriate

Of Landlord(s) Agent

Of Tenant(s) Agent

.....

.....

.....

.....

.....

.....

.....

.....

NOTE 4 TO PROSPECTIVE TENANT

A TENANT OF A SHORT ASSURED TENANCY HAS A SPECIAL RIGHT TO APPLY TO A RENT ASSESSMENT COMMITTEE FOR A RENT DETERMINATION FOR THE TENANCY.

NOTE 5 TO PROSPECTIVE TENANT

IF YOU AGREE TO TAKE UP THE TENANCY AFTER YOUR LANDLORD HAS SERVED THIS NOTICE ON YOU YOUR TENANCY WILL BE A SHORT ASSURED TENANCY. YOU SHOULD KEEP THIS NOTICE IN A SAFE PLACE ALONG WITH THE WRITTEN DOCUMENT SETTING OUT THE TERMS OF TENANCY WHICH YOUR LANDLORD MUST PROVIDE UNDER SECTION 30 OF THE HOUSING (SCOTLAND) ACT 1988 ONCE THE TERMS ARE AGREED.

NOTE 6 TO PROSPECTIVE TENANT

IF YOU REQUIRE FURTHER GUIDANCE ON ASSURED AND SHORT ASSURED TENANCIES, CONSULT A SOLICITOR OR ANY ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

SPECIAL NOTES FOR EXISTING TENANTS

1. If you already have a regulated tenancy, other than a short tenancy, should you give it up and take a new tenancy in the same house or another house owned by the same landlord, that tenancy cannot be an assured tenancy or a short assured tenancy. Your tenancy will continue to be a regulated tenancy.
2. If you have a short tenancy under the Tenants' Rights Etc. (Scotland) Act 1980 / Rent (Scotland) Act 1984 your landlord can offer you an assured tenancy or short assured tenancy of the same or another house on the expiry of your existing tenancy.
3. If you are an existing tenant and are uncertain about accepting the proposed short assured tenancy you are strongly advised to consult a solicitor or any organisation which gives advice on housing matters.

DECLARATION

In signing this declaration I acknowledge that I have been given a copy of the preceding attached pages known as Form AT5 and understand that the tenancy being offered by you is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

I further declare that this form was issued to me in advance of signing the tenancy agreement.

Name (of prospective Tenant)

Signed (prospective Tenant)

Date

Time

Need friendly advice right now or more information? No problem. We'll take care of it. Contact us on 0345 351 0073 or elxtr@lhs-solicitors.com

From now on, your future could be in the expert hands of our award-winning, experienced legal team. We're ready to help.

elXtr
Real law made easy

Please

note:

Simply Business have teamed up with elXtr to bring you a free, customisable legal document. Simply Business are one of the UK's biggest providers of business and [landlord insurance](#), with over 400,000 active policies. Because this is a template document, it hasn't been drafted to meet your individual requirements and it doesn't constitute legal advice from LHS Solicitors LLP to you. As well as filling in the obvious gaps (e.g. relevant names and dates), so that you can personalise it for your own use, you might also want to make your own changes to it. Depending on your particular circumstances, it might not contain everything that you need. If you do decide to adapt it in any way, the changes you make are your sole responsibility. Whilst this document isn't intended to replace the personalised, professional advice you can receive from a solicitor, if you have any questions about it and/or would like legal advice in relation to matters covered by this template document, we can of course help you. All you need to do is get in touch and we'll talk you through your options on how to get the right legal advice and ensure the document is fully tailored to fit your own requirements. As you'd expect with template materials and general guidance from any similar source to elXtr (a brand owned by LHS Solicitors LLP), we don't accept responsibility for any action

you might take in relation to documentation provided by us. (We're also obliged to point out that to the fullest extent permitted by law, and except in respect of death or personal injury arising from our negligence, we exclude liability for any claims, loss, demands or damages of any kind whatsoever with respect to this document including, without limitation, direct, indirect, incidental or consequential loss or damages, whether arising from loss of profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to us.)