

(Agreement_18)

Question 1: Which type is this Tenancy?

Answer : Your tenancy is open-ended, which means it doesn't have a fixed length or a set date it will end. Your landlord **cannot** include an expected end date or minimum period in your tenancy agreement.

Question 2: Could the rent be increased?

Answer : Your landlord can only increase your rent once in a 12-month period .

Question 3: How long the notice period before a rent increase?

Answer : and must give you at least three months' notice that they are going to do this .

Question 4: in my opinion, the increase of rent is unreasonable, what could I do?

Answer : If you think an increase is unreasonable, you can ask a rent officer from Rent Service Scotland to make a decision on whether it is fair.

Question 5: How much maximum is the deposit?

Answer : the deposit must not be more than two months' rent.

Question 6: Is there any charges to grant the tenancy?

Answer : It is against the law for a landlord or letting agent to charge a fee or premium, or enter into a loan arrangement with you, as a condition of granting, renewing or continuing your tenancy.

Question 7: Would the landlord keep the deposit in his account?

Answer : If you have paid a landlord a deposit, they must pay it into an approved tenancy deposit scheme.

Question 8: Would the landlord confirm receiving the deposit?

Answer : and give you further information about this within **30 working days** of the start of your tenancy. This information should include, for example, the amount paid and the date it was paid, the address of the property, confirmation that the landlord is registered, and contact details for the scheme.

Question 9: If the landlord did not pay the deposit to any scheme within these 30 days, what could I do?

Answer : If your landlord has not paid your deposit into the scheme within this 30-day timescale, you can take them to the First-tier Tribunal for Scotland (Housing and Property Chamber), where they could be told to pay you up to three times the value of the deposit.

Question 10: If I found the home is in bad conditions, what could I do?

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

Question 11: Could the landlord end this tenancy at any time?

Answer : Your landlord cannot end your tenancy without good reason. They can only end it by giving you 'notice to leave' for one or more of 18 reasons (grounds).

Question 12: How long is the notice period should the landlord give?

Answer : If your landlord asks you to leave, they must give you:

- **28 days'** notice (if you have lived in the property for less than six months or the landlord is using one of the six 'behaviour' grounds); or
- **84 days'** notice (if you have lived in the property for more than six months and the landlord is not using the 'behaviour' grounds).

Question 13: If I disagree with the reason mentioned in the notice to leave, what could I do?

Answer : If you disagree with the reason given in the notice to leave given to you by your landlord, you do not need to leave your property until such times as your landlord has obtained an eviction order from the First-tier Tribunal (Housing and Property Chamber).

Question 14: If I think that my tenancy was ended unlawfully, what could I do?

Answer : If you think that your tenancy was ended unlawfully (for example, the landlord served you with a notice to leave on the grounds that they intended to sell the property, but then they let it to another tenant), you can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber). The Tribunal can award you up to six months' rent.

Question 15: If I wish to end the tenancy, how long is the notice period should I give the landlord?

Answer : If you want to leave, you must give your landlord 28 days' notice in writing. In your notice you will need to state the day you want the tenancy to end (this is normally the day after the notice period has ended).

Question 16: How should I notice the landlord?

Answer : The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using:
hard copy by personal delivery or recorded delivery; or
X the email addresses set out in clauses 1 and 2.

Question 17: When I send a notice to the landlord, when will be the receiving date?

Answer : If sending a document electronically or by recorded delivery post, the document will be regarded as having been received 48 hours after it was sent, unless the receiving party can provide proof that he or she received it later than this. This extra delivery time should be factored into any required notice.

Question 18: What is the address of the property?

Answer : Address
34/3
STRATHEARN ROAD
EDINBURGH
EH9 2AB.

Question 19: What is the type of property?

Answer : Flat.

Question 20: What are the shared asres?

Answer : Garden.

Question 21: Is the flat furnished?

Answer : The Let Property is furnished. See the Inventory and Record of Condition for further details.

Question 22: Is the property in a rent pressure zone?

Answer : The Let Property is not located in a rent pressure zone.

Question 23: What is Rent Pressure Zone?

Answer : Rent Pressure Zone (RPZ): a defined area in which Scottish Ministers have put a cap on how much rents for existing Tenants can be increased by each year. Any cap set by Scottish Ministers will be at least consumer prices index (CPI) plus 1%, and can last for up to 5 years. Landlords with property within a rent pressure zone can apply to a rent officer for an additional amount of rent to reflect any improvements they have made to the Let Property.

Question 24: Is the property a house?

Answer : The Let Property is a House in Multiple Occupation (HMO).

Question 25: What is the Contact number of the House?

Answer : HMO 24-hour contact number:
07366707799 / 07366 727266.

Question 26: What is expiry date of HMO licence?

Answer : HMO licence expiry date: 13 June 2023.

Question 27: What is the start date of the tenancy?

Answer : The private residential tenancy will start on: 5 September 2022.

Question 28: Could I run business at the property?

Answer : The Tenant agrees to continue to occupy the Let Property as his or her home and must obtain the Landlord's written permission before carrying out any trade, business or profession there.

Question 29: How much is the rent?

Answer : The rent is £1,500 a calendar month payable in advance.

Question 30: How much is the rent?

Answer : The rent is £1,500 a calendar month payable in advance.

Question 31: How much is the first payment?

Answer : The first payment will be paid on 5 September 2022 and will be for the sum of £1,282 in respect of the period 5 September 2022 to 30 September 2022.

Question 32: How much is the maximum of advanced rent?

Answer : The maximum amount of rent which can be paid in advance is 6 months' rent.

Question 33: How should I pay the rent?

Answer : Method by which rent is to be paid: Bank transfer
(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances).

Question 34: Could I pay the rent in cash?

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

Question 35: Within How many days of receiving the rent increase notice could I ask a rent officer to make a decision on whether it is fair?

Answer : Within 21 days of receiving a rent-increase notice, the Tenant can refer the increase to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable, unless the property is located in a rent pressure zone (RPZ).

Question 36: Should I notify the landlord of my intention to ask a rent officer to make a decision on whether the increase is fair?

Answer : Before submitting a referral to a rent officer for rent adjudication, the Tenant must complete Part 3 of the rent-increase notice and return it to his or her Landlord to notify the Landlord of his or her intention to make a referral to a rent officer. Failure to return Part 3 to the Landlord will mean that the rent increase will take effect from the date proposed in the notice.

Question 37: Could I refer a rent increase of any property to a rent officer?

Answer : If the Let property is located within a rent pressure zone, the Tenant cannot refer a rent increase to a rent officer as Scottish

Ministers will have set a cap on the maximum amount the rent can be increased.

Question 38: How much is the deposit?

Answer : A deposit of £1,500 will be paid by the Tenant to the Landlord.

Question 39: When Should the tenant pay the Deposit?

Answer : At the start date of the tenancy or before.

Question 40: If the Deposit is paid in instalments , when should the landlord lodge them with a tenancy deposit scheme?

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

Question 41: What is A tenancy deposit scheme?

Answer : A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Ministers to hold and protect a deposit until it is due to be repaid.

Question 42: Should the landlord confirm receiving the deposit?

Answer : The Landlord will issue a receipt for the deposit to the Tenant.

Question 43: Could I claim interest from the landlord for the deposit?

Answer : No interest shall be paid by the Landlord to the Tenant for the deposit.

Question 44: Who is the deposit scheme for this tenancy?

Answer : The scheme administrator is Safedeposits Scotland .

Question 45: What is the contact details of the deposit scheme for this tenancy?

Answer : their contact details are:
<https://www.safedepositsscotland.com/>
info@safedepositsscotland.com
03333 213 136

Question 46: Could the landlord apply for deductions from the deposit?

Answer : Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out work or performs any other obligation for which the Tenant is responsible, the Landlord can apply for reasonable costs to be deducted from any deposit paid by the Tenant.

Question 47: What might be the deductions the landlord could apply for to the deposit scheme?

Answer : This would include cases where a tenant has not paid all of the rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.

Question 48: How will the deposit be released?

Answer : At the end of the tenancy the Landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to each party.

Question 49: Could I dispute my released amount of the deposit?

Answer : If the Tenant disagrees with the amount, the scheme administrator will provide a dispute resolution mechanism.

Question 50: If the agreed deductions of the deposit exceed the amount of the deposit, what will happen in this case?

Answer : Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy deposit scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant.

Question 51: Could I sublet the property?

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

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

Question 52: Could I let my nephew live with me in the property?

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

Question 53: If my nephew leaves the property after some time, should I inform the landlord?

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

Question 54: What does a joint tenant mean?

Answer : Jointly and severally liable: where there are two or more Joint Tenants, each Joint Tenant is fully liable to the Landlord(s) for the obligations of the Tenant under this Agreement including, in particular, the obligation to pay rent. Likewise, each joint Landlord is fully liable to the Tenant(s) for the obligations of the Landlord under this Agreement.

Question 55: Am I responsible for my nephew actions?

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

Question 56: What does House in Multiple Occupation (HMO) mean?

Answer : House in Multiple Occupation (HMO): Living accommodation is an HMO if it is occupied by three or more adults (aged 16 or over) from three or more families as their only or main residence and comprises either a house, premises or a group of premises owned by the same person with shared basic amenities (a toilet, personal washing facilities, and facilities for the preparation or provision of cooked food) as defined in section 125 of the Housing (Scotland) Act 2006.

Question 57: What I should consider if I want to allow others to live with me?

Answer : When allowing a person to occupy the Let Property with the Tenant as that person's only or principal home, the Tenant must ensure that the Let Property does not become an unlicensed "house in

multiple occupation" (HMO) (see SECTION 2: GLOSSARY OF TERMS for definition of "house in multiple occupation").

Question 58: If I am the only tenant of the property, Could I allow more than one person to live with me?

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

Question 59: How could be the appropriate number of occupiers in the property determined?

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

Question 60: Could the landlord reject the number of others I want them to live with me?

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

Question 61: Who will make insurance of items in the inventory?

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

Question 62: Who will make insurance of the Tenant belonging?

Answer : The Landlord is responsible for paying premiums for any insurance of the building and contents belonging to him or her, such as

those items included in the property inventory. The Landlord will have no liability to insure any items belonging to the Tenant.

Question 63: Should I inform the landlord if I will leave the property for a period of time?

Answer : The Tenant agrees to tell the Landlord if he or she is to be absent from the Let Property for any reason for a period of more than 14 days.

Question 64: Why Should I inform the landlord if I will leave the property for a period of time?

Answer : The Tenant must take such measures as the Landlord may reasonably require to secure the Let Property prior to such absence and take appropriate reasonable measures to meet the 'Reasonable Care' section .

Question 65: Who Should take care of the property?

Answer : The Tenant agrees to take reasonable care of the Let Property and any common parts .

Question 66: How should I take care of the property?

Answer :

- keep the Let Property adequately ventilated and heated;
- not bring any hazardous or combustible goods or material into the Let Property, notwithstanding the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances;
- not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- prevent water pipes freezing in cold weather;

- avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
- ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;
- not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms.

Question 67: Why is the pre-tenancy check is done?

Answer : The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work .

Question 68: What are the Repairing Standard?

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

- The Let Property must be wind and water tight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order.

- Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire¹.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas².

Question 69: If the landlord has failed to meet the Repairing Standard from my point of view, what could I do?

Answer : If the Tenant believes that the Landlord has failed to ensure that the Let Property meets the Repairing Standard at all times during the tenancy, he or she should discuss this with the Landlord in the first instance.

Question 70: If the landlord he did not take any action after discussing any problem in the condition of the Property with him, what could I do in this case?

Answer : . If the Landlord does not rectify the problem within a reasonable time, the Tenant has the right to apply to the First-tier Tribunal for Scotland Housing and Property Chamber (“the Tribunal”).

Question 71: What might be the action taken by the Tribunal on any application?

Answer : The Tribunal may reject the application; consider whether the case can be resolved by the Tenant and Landlord (for example, by agreeing to mediation); consider the application; or reject the case. The Tribunal has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

Question 72: How is the Gas safety confirmed in the property?

Answer : The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances carried out by a Gas Safe registered engineer.

Question 73: How will I know that the Gas safety is confirmed in the property?

Answer : The Tenant must be given a copy of the Landlord's gas safety certificate. The Landlord must keep certificates for at least 2 years.

Question 74: Will a carbon monoxide detector be installed in the property?

Answer : The Landlord must also ensure that a carbon monoxide detector is installed where there is a fixed carbon-fuelled appliance (excluding an appliance used solely for cooking) or where a fixed carbon-fuelled appliance is situated in an inter-connected space such as a garage. A carbon monoxide detector is also required in the bedrooms and main living room if a flue from a carbon-fuelled appliance passes through the room. "Carbon-fuelled" includes wood, coal and oil as well as gas.

Question 75: How is Electrical safety confirmed in the property?

Answer : The Landlord must ensure that an electrical safety inspection is carried out at least every five years consisting of an Electrical Installation Condition Report (EICR) and Portable Appliance Testing (PAT) on appliances provided by the Landlord. The EICR must be completed by a suitably competent person.

Question 76: How will I know that Electrical safety is confirmed in the property?

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

Question 77: Where will smoke detectors will be installed in the property?

Answer : The Landlord must ensure that mains-powered smoke alarms or tamper proof long-life lithium battery alarms are installed in
(i) the room which is frequently used by the occupants for general daytime living purposes and
(ii) every circulation space such as hallways or landings.

Question 78: will the property have a heat alarm?

Answer : there must also be a heat alarm in the kitchen.

Question 79: will alarms be connected?

Answer : All alarms should be interlinked.

Question 80: How will I know that the installations for the supply of utilities are in good condition in the property?

Answer : Energy Performance Certificate (EPC):

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

Question 81: Will the landlord be responsible for repairing any damage?

Answer : Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property.

Question 82: What are the documents should the landlord give to the Tenant?

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

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

Question 83: How long should be the notice for landlord access?

Answer : The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours' notice, or access is required urgently.

Question 84: What are authorized purposes for landlord access?

Answer : Authorised purposes are carrying out work in the Let Property which the Landlord is required to or is allowed to, either by law, under the terms of this Agreement, or any other agreement between the Landlord and the Tenant; inspecting the Let Property to see if any such work is needed; and carrying out a valuation of the Let Property.

Question 85: Is the right of access for landlord only?

Answer : The right of access also covers access by others such as a contractor or tradesman hired by the Landlord.

Question 86: Could the landlord enter the property without permission?

Answer : The Landlord has no right to use retained keys to enter the Let Property without the Tenant's permission, except in an emergency.

Question 87: What are the eviction grounds?

Answer : Schedule 3 sets out the 18 grounds under which a Landlord may seek eviction.

- The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.
- Let Property to be sold by the mortgage lender.
- The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property.
- The Landlord intends to live in the Let Property as his or her only or principal home.
- The Landlord intends to use the Let Property for a purpose other than providing a person with a home.
- The Let Property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a

person are to be performed; the Let Property has previously been used for that purpose; and the Let Property is required for that purpose.

- The Tenant is not occupying the Let Property as his or her only or principal home or has abandoned the Let Property.
- After the start date of the tenancy, the Tenant is convicted of using, or allowing the use of, the Let Property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the Let Property. The application must usually be made within 12 months of the Tenant's conviction.
- A member of the Landlord's family intends to live in the Let Property as his or her only or principal home.
- The tenancy was entered into on account of the Tenant having an assessed need for community care and the Tenant has since been assessed as no longer having such need.
- The Tenant has breached the tenancy agreement – this excludes the payment of rent.
- The Tenant has acted in an antisocial manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring.

- The Tenant is associating in the Let Property with a person who has a relevant conviction or who has engaged in relevant antisocial behaviour. A relevant conviction is a conviction which, if it was the Tenant's, would entitle the Tribunal to issue an eviction order. Relevant antisocial behaviour means behaviour which, if engaged in by the Tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour.
- Landlord registration has been refused or revoked by a local authority.
- House in Multiple Occupation (HMO) license revoked by the local authority.
- Overcrowding statutory notice in respect of the Let Property has been served on the Landlord.
- The Tenant is in rent arrears over three consecutive months. In deciding whether it is reasonable to evict, the Tribunal will consider whether the Tenant being in arrears is due to a delay or failure in the payment of a relevant benefit and the extent the landlord has complied with pre-action requirements for rent arrears as required by the Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020.
- The tenancy was granted to an employee and the Tenant is no longer an employee.

Question 88: When will I get the Inventory?

Answer : the signed Inventory and Record of Condition will be supplied to the Tenant no later than the start date of the tenancy.

Question 89: How long is the duration given to check the inventory?

Answer : The Tenant has a period of 7 days from the start date of the tenancy (set out above in the 'start date of the tenancy' section) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

Question 90: Who will pay the council tax?

Answer : Unless exempt, the Tenant will be responsible for payment of any council tax and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the start date and end date of the tenancy and apply for any exemptions or discounts that they may be eligible for.

Question 91: Who will pay the utilities?

Answer : The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

Question 92: Could I change the utilities supplier?

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

Question 93: Should I inform the landlord if I change the utilities supplier?

Answer : The Tenant agrees to inform the Landlord if they choose to change the utilities supplier, and to provide the Landlord with details of the new supplier.

Question 94: If I changed the meter of utilities to a pre-payment meter, should I return it back at the end of the Tenancy?

Answer : If the Tenant allows the meter to be changed from or to a pre-payment meter during the tenancy, the Tenant is responsible for the reasonable cost of changing the meter back over at the end of the tenancy, unless the Landlord wishes it to remain.

Question 95: Could I make changes to the decoration of the property?

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

Question 96: Who will clean the common stair of the property?

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

Question 97: Is it allowed to use the roof?

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

Question 98: Will disposing the rubbish be by whom?

Answer : The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time.

Question 99: Could the rubbish be placed in the common stair?

Answer : Rubbish must not be placed anywhere in the common stair at any time.

Question 100: Could I put some items in the common stair?

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

Question 101: Could I keep any pets in the property?

Answer : The Tenant will not keep any animals or pets in the Let Property without the prior written consent of the Landlord.

Question 102: Could I smoke in the property?

Answer : The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the Let Property, without the prior written consent of the Landlord. The Tenant will not smoke in stairwells or any other common parts.

Question 103: Is there any charges for late payments of rent?

Answer : Late rent payments - The Landlord will be entitled to pursue the Tenant for any reasonable costs incurred as a result of the Tenant's failure to pay rent on time including but not limited to any charge for returned cheques or any reasonable costs incurred in pursuing the Tenant for payment of unpaid rent. The recovery of reasonable legal costs and expenses, if determined as appropriate, could also be sought from the Tenant.

Question 104: Who should pay for cleaning the chimney?

Answer : The Tenant must pay for the sweeping of all working chimneys (if any) and ensure that these are swept regularly during the Agreement and particularly during the last week of the Agreement and to produce to the Landlord receipted bills on the last day of the Agreement.

Question 105: What will happen if I lost the keys of the property?

Answer : In the event that the Tenant loses keys for the Let Property, or fails to return keys at the end of the Agreement, the Tenant will be required to meet the reasonable costs of replacing keys and changing locks.

Question 106: Could I change some trees in the garden of the property?

Answer : The Tenant must not lop, cut down or remove or otherwise injure any trees shrubs or plants growing upon the Let Property nor alter the general character of the garden with the exception of normal pruning, etc.