|  |
| --- |
| C:\Users\u208204\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\6GQPMJM2\SG_Dual_linear_CMYK (2).JPG |
| RECOMMENDED MODEL TENANCY AGREEMENT |
| FOR THE PRIVATE RENTED SECTOR |
|  |
|  |
|  |

|  |
| --- |
|  |

Contents

[SECTION 1: HOW TO USE THE MODEL 2](#_Toc480555138)

[SECTION 2: GLOSSARY OF TERMS & INTERPRETATION 3](#_Toc480555139)

[SECTION 3: RECOMMENDED MODEL TENANCY AGREEMENT 5](#_Toc480555140)

[1. **TENANT** 5](#_Toc480555141)

[2. **LETTING AGENT/PROPERTY FACTOR** 6](#_Toc480555142)

[3. **LANDLORD** 6](#_Toc480555143)

[4. **COMMUNICATION** 7](#_Toc480555144)

[5. **DETAILS OF THE LET PROPERTY** 8](#_Toc480555145)

[6. **DATE WHEN TENANCY STARTS** 8](#_Toc480555146)

[7. **OCCUPATION AND USE OF THE LET PROPERTY** 9](#_Toc480555147)

[8. **RENT** 9](#_Toc480555148)

[9. **RENT RECEIPTS** 9](#_Toc480555149)

[10. **RENT INCREASES** 9](#_Toc480555150)

[11. **DEPOSIT** 10](#_Toc480555151)

[12. **SUBLETTING AND ASSIGNATION** 11](#_Toc480555152)

[13. **NOTIFICATION ABOUT OTHER RESIDENTS** 12](#_Toc480555153)

[14. **OVERCROWDING** 12](#_Toc480555154)

[15. **INSURANCE** 12](#_Toc480555155)

[16. **ABSENCES** 13](#_Toc480555156)

[17. **REASONABLE CARE** 13](#_Toc480555157)

[18. **THE REPAIRING STANDARD etc. AND OTHER INFORMATION** 13](#_Toc480555158)

[**THE REPAIRING STANDARD** 13](#_Toc480555159)

[**REPAIR TIMETABLE** 17](#_Toc480555160)

[**PAYMENT FOR REPAIRS** 17](#_Toc480555161)

[**INFORMATION** 17](#_Toc480555162)

[19. **LEGIONELLA** 18](#_Toc480555163)

[20. **ACCESS FOR REPAIRS** 18](#_Toc480555164)

[21. **RESPECT FOR OTHERS** 18](#_Toc480555165)

[22. **EQUALITY REQUIREMENTS:** 19](#_Toc480555166)

[23. **DATA PROTECTION** 19](#_Toc480555167)

[24. **ENDING THE TENANCY** 19](#_Toc480555168)

[25. CONTENTS AND CONDITION 23](#_Toc480555169)

[26. LOCAL AUTHORITY TAXES/CHARGES 24](#_Toc480555170)

[27. UTILITIES 24](#_Toc480555171)

[28. ALTERATIONS 24](#_Toc480555172)

[29. COMMON PARTS 25](#_Toc480555173)

[30. PRIVATE GARDEN 25](#_Toc480555174)

[31. ROOF 25](#_Toc480555175)

[32. BINS AND RECYCLING 25](#_Toc480555176)

[33. STORAGE 26](#_Toc480555177)

[34. DANGEROUS SUBSTANCES 26](#_Toc480555178)

[35. PETS 26](#_Toc480555179)

[36. SMOKING 26](#_Toc480555180)

[37. LIQUID PETROLEUM GAS (LPG) 27](#_Toc480555181)

[38. ADD ANY ADDITIONAL TENANCY TERMS HERE 27](#_Toc480555182)

[39. THE GUARANTOR 27](#_Toc480555183)

[40. **DECLARATIONS** 29](#_Toc480555184)

[SECTION 4: LEGAL COMMENTARY 31](#_Toc480555185)

# **SECTION 1:** HOW TO USE THE MODEL

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

This Model Tenancy Agreement contains two categories of clause:

The first category is the **core rights and obligations**, which includes, among other things, the statutory terms applicable to all private residential tenancies, the repairing standard and tenancy deposits. They are ‘mandatory clauses’ which must feature in any Agreement prepared using this model. These terms are laid down in the Private Housing (Tenancies) (Scotland) Act 2016, supporting secondary legislation and other relevant housing legislation and are indicated in **bold** typeface. These clauses should be read alongside the relevant legislation, as the legislation takes priority and may change from time to time.

The second category is discretionary terms, which the Landlord may or may not wish to include in the written Tenancy Agreement. These are in ordinary typeface. This category includes any additional terms the Landlord chooses to add. Landlords may do this provided the requirements of the Private Housing (Tenancies) (Scotland) Act 2016, supporting secondary legislation, Statutory Terms, Regulations and other housing legislation are met.

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

A legal commentary on paragraphs contained in the recommended model tenancy agreement is provided in section 4.

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

# **SECTION 2: GLOSSARY OF TERMS & INTERPRETATION**

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

* Assignation: Where a tenant transfers his or rights to a private residential tenancy (or share in a joint tenancy) to another person, subject to obtaining the landlord’s prior written permission.
* Common Parts: in relation to premises, the structure and exterior of, and any common facilities within or used in connection with, the building or part of a building which includes the premises but only in so far as the structure, exterior and common facilities are not solely owned by the owner of the premises.
* Eviction ground: one or more of the grounds named in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 on the basis of which an eviction order may be issued by the First-tier Tribunal.
* Eviction order: an order issued by the First-tier Tribunal which brings a private residential tenancy to an end on a certain date.
* First-tier Tribunal: the First-tier Tribunal for Scotland (Housing and Property Chamber), the body which deals with all civil disputes arising from a private residential tenancy.
* Fixed carbon-fuelled appliance: an appliance that is attached to the building fabric or connected to a mains fuel supply and burns fuel to produce energy.
* 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.
* Guarantor: a third party, such as a parent or close relative, who agrees to pay rent if the Tenant doesn’t pay it and meet any other obligations that the Tenant fails to meet. The Landlord can ultimately take legal action to recover any unpaid rent from a guarantor.
* 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.
* Landlord: includes any Joint Landlord (also see ‘Jointly and severally liable’ above).
* Let Property: the property rented by the Tenant from the Landlord.
* Letting Agent: works for the landlord of a let property and offers a range of services from finding suitable tenants, collecting rent, arranging repairs etc.
* Neighbour: any person living in the neighbourhood
* Neighbourhood: the local area of the Let Property
* Overcrowding: A house is regarded as being overcrowded if it fails either of two tests - the room standard and/or the space standard (see definition of each test below).
* Private Residential Tenancy: a tenancy where the property is let to an individual as a separate dwelling; the tenant occupies all or part of it as the tenant’s only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016.
* Property Factor: a property manager who offers a range of services including hiring caretakers/gardeners etc., undertaking repairs and maintenance, dealing with complaints etc.
* Registered landlord: a person who is entered in the fit and proper register prepared and maintained by the local authority for the purposes of Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004.
* Rent: any sum payable periodically by the Tenant to the Landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
* Rent-increase notice: the notice that a landlord under a private residential tenancy must use when notifying a tenant of a proposed rent increase.
* Rent officer: an independent officer appointed by law who can decide how much rent is payable under a private residential tenancy. He or she can also decide the amount that a landlord can add when increasing the rent in a rent pressure zone to reflect any improvements made to a let property.
* 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 an RPZ can apply to a rent officer for an additional amount of rent to reflect any improvements they have made to the Let Property.
* Statutory terms: the terms which apply to every private residential tenancy.
* Tenant: includes any Joint Tenant or Sub-Tenant (also see ‘Jointly and severally liable’ above)
* The room standard: this is contravened when two people of opposite sexes, who are not living as husband and wife, have to sleep in the same room. This does not apply to children under 10. The rooms regarded as sleeping accommodation are defined as being 'of a type normally used in the locality either as a bedroom or as a living room'.
* The space standard: sets limits on the number of people who can occupy a house, relative to both the number and floor area of the rooms available as sleeping accommodation. For this purpose, children aged at least one but less than 10 count as half of a person, while children under the age of one do not count at all. Rooms of less than 50 square feet are not taken into account.

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

# **SECTION 3: RECOMMENDED MODEL TENANCY AGREEMENT**

## **TENANT**

**Name(s) and Address(es):**

«tenantNameAndAddresses»

**(“the Tenant(s)”)**

**Where this is a joint tenancy, the term “Tenant” applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable for all of the obligations of the Tenant under this Agreement.**

Email address(es):

«tenantEmails»

Telephone number(s):

«tenantPhoneNumbers»

## **[LETTING AGENT/PROPERTY FACTOR]**

Name:

Address:

«lettingAgentAddress»

Telephone number: «lettingAgentPhone»

Registration number: «lettingAgentRegistrationNumber»

Email address:

The above-named Agent will deliver the following services on behalf of the Landlord:

«lettingAgentServices»

The Agent is the first point of contact for the following things:

«lettingAgentPointOfContact»

## **LANDLORD**

**Name (1):** «landlordName1»

**Name (2):** «landlordName2»

**(“the Landlord(s)”)**

**Address (Landlord 1):**

«landlordAddress1»

**Address (Landlord 2):**

«landlordAddress2»

Email address(es):

«landlordEmail1»

«landlordEmail2»

Telephone number(s):

«landlordPhone1»

«landlordPhone2»

**Registration number (Landlord 1):** «landlordRegistrationNumber1»

**Registration number (Landlord 2):** «landlordRegistrationNumber2»

## 

## **COMMUNICATION**

**The Landlord and Tenant agree that all communications which may or must be made under the Private Housing (Tenancies) (Scotland) Act 2016 and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using:**

**«communicationsAgreementHardcopy» hard copy by personal delivery or recorded delivery; or**

**«communicationsAgreementEmail» the email addresses set out in clauses [2 or 3] and 1].**

**For communication by «communicationsAgreementType» it is essential that the Landlord(s) and Tenant(s) consider carefully whether this option is suitable for them. It should be noted that all notices will be sent by email, which includes important documents such as a rent increase notices and a notice to leave the Let Property.**

**To ensure all emails can be received and read in good time, the Landlord(s) and Tenant(s) agree to inform each other as soon as possible of any new email address which is to be used instead of the email address notified in this Agreement.**

**If sending a document[electronically/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 periods. be given. extra time should be**

## **DETAILS OF THE LET PROPERTY**

**Address:**

«propertyAddress»

**(“the Let Property”)**

**Type of property*:***

«propertyType»

*(For example: Flat / Bungalow / Cottage / Terrace House / Semi-detached House / Detached House etc.)*

**Any other areas/facilities included with the Let Property*:***

«propertyIncludedAreasOrFacilities»

**Any shared areas/facilities*:***

«propertySharedFacilities»

**Any excluded areas/facilities*:***

«propertyExcludedAreasFacilities»

**The Let Property is «furnishingType». See the Inventory and Record of Condition for further details.**

**The Let Property «rentPressureZoneString» located in a Rent Pressure Zone.**

**If Scottish Ministers have designated the area that the Let Property is located in as a rent pressure zone, there will be a cap on the amount that the rent can increase by. You can check whether the Let Property shown above is located in a rent pressure zone on the Scottish Government’s web page at (insert link to the webpage).**

**The Let Property «hmoString» a House in Multiple Occupation (HMO).**

HMO 24-hour contact number: «hmoContactNumber»

HMO registration expiry date: «hmoExpiryDate»

## **DATE WHEN TENANCY STARTS**

**The private residential tenancy will start on: «tenancyStartDate»**

**(“the start date of the tenancy”)**

## **OCCUPATION AND USE OF THE LET PROPERTY**

**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.**

## **RENT**

**The rent is £ «rentAmount»** **every «rentPaymentFrequency» payable in «advanceOrArrears».**

**The first payment will be paid on «firstPaymentDate»** **and will be for the sum of £«firstPaymentAmount»** **in respect of the period «firstPaymentPeriodStart» to «firstPaymentPeriodEnd»*.***

**Thereafter payments must be received on «rentPaymentDayOrDate» and then subsequently on or before the same «rentPaymentSchedule» thereafter.**

**Method by which rent is to be paid:** «rentPaymentMethod»

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

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

**The following services are included in the rent amount noted above:**

«servicesIncludedInRent»

(list the services together with the prices).

## **RENT RECEIPTS**

**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.**

## **RENT INCREASES**

**By law the rent cannot be increased more than once in any twelve month period and the Landlord must give the Tenant at least three months’ notice before any increase can take place. In order to increase the rent, the Landlord must give the Tenant a rent increase notice, the content of which is set out in XXXXXX regulations. The notice will be sent using the communication method agreed in the ‘Communication’ clause above.**

**Within 21 days of receiving a rent increase notice, the Tenant can refer a case to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable, unless the property is located in a Rent Pressure Zone (RPZ). Before submitting a referral to a rent officer for rent adjudication, the Tenant must complete Part 3 of the rent increase notice and return it to his or her Landlord to notify the Landlord of his or her intention to make a referral to a rent officer. Failure to return Part 3 to the Landlord will mean that the rent increase will take effect from the date proposed in notice.**

**If the Let property is located within a Rent Pressure Zone, the Tenant cannot refer a rent increase notice to a rent officer as Scottish Ministers will have set a cap on the maximum amount the rent can increase by.**

## **DEPOSIT**

**All landlords who receive a deposit, and who must register in the local council’s register of landlords[[1]](#footnote-1), must lodge any deposit they receive with a tenancy deposit scheme.**

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

**At the date of entry or before, a deposit of £«depositAmount» will be paid by the Tenant to the Landlord. The Landlord will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.**

**By law, the deposit amount cannot exceed the equivalent of two months’ rent and cannot include any premiums. For example, charging for an administration fee or taking a holding fee (regardless of whether or not the holding fee is refundable).**

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

The scheme administrator is «depositSchemeAdministrator» (insert name) and

their contact details are:

«depositSchemeContactDetails»

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

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

**If the Landlord does not apply to the scheme for repayment of the deposit at the end of the tenancy, the Tenant can make an application. In this case, the scheme administrator will contact the landlord to confirm how much should be repaid to the tenant. The same process will be followed if an adjudication is required.**

**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. If the amount involved is 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 these costs from the Tenant.**

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

## **SUBLETTING AND ASSIGNATION**

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

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

## **NOTIFICATION ABOUT OTHER RESIDENTS**

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

**If that partner, family member or carer subsequently leaves the Let Property the Tenant must tell the Landlord.**

**The Tenant will take reasonable care that no-one living with them does anything that would be a breach of this Agreement if they were the Tenant.**  If they do, the Tenant will be treated as being responsible for any such action and will be liable for the cost of any repairs, renewals or replacement of items where required.

When allowing a person to occupy the Let Property with the Tenant as that person’s only or principal home,the Tenant must ensure that the Let Property does not become an unlicensed “house in multiple occupation” (HMO) (see **SECTION 2: GLOSSARY OF TERMS** for definition of “house in multiple occupation”).

The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, 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”.

## **OVERCROWDING**

**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.**

**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.**

## **INSURANCE**

**The Landlord undertakes to pay 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.**

**The Tenant is responsible for arranging any contents insurance which the Tenant requires for his or her own belongings. The Tenant’s belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant).**

The Tenant will be responsible for meeting the reasonable costs of any damage caused by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property to the fabric of the building or fixtures and fittings in the Let Property, fair wear and tear excepted. If the costs involved are 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 these costs from the Tenant.

## **ABSENCES**

**The Tenant agrees to tell the Landlord if he or she is to be absent from the Let Property for any reason for a period of more than 21 days. The Tenant must take such measures as the Landlord may reasonably require to secure the Let Property prior to such absence and take appropriate reasonable measures to meet the ‘Reasonable Care’ section below.**

## **REASONABLE CARE**

**The Tenant agrees to take reasonable care of the Let Property and any common parts, and in particular agrees to take all reasonable steps to:**

* **keep the Let Property adequately ventilated and heated;**
* **not bring any hazardous or combustible goods or material into the Let Property, notwithstanding the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbeques, candles 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.**

## **THE REPAIRING STANDARD etc. AND OTHER INFORMATION**

### **THE REPAIRING STANDARD**

**The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The landlord also has a duty to repair and maintain the Let Property from the tenancy start date and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, the Landlord must complete the work within a reasonable time. The Landlord may use a Letting Agent to ensure compliance with the Repairing Standard.**

**A privately rented 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 fire[[2]](#footnote-2).**
* **The let property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas[[3]](#footnote-3).**

**If the Tenant believes that the Landlord has failed to ensure that the Let Property meets the Repairing Standard at all times during the tenancy, he or she should discuss this with the Landlord in the first instance. If the Landlord does not rectify the problem within a reasonable time, the Tenant has the right to apply to the First-tier Tribunal (“the Tribunal”). The Tribunal may reject the application; consider whether the case can be resolved by the Tenant and Landlord (for example, by agreeing to mediation); consider the application; or reject the case. The Tribunal has power to require a Landlord to carry out work necessary to meet the Repairing Standard.**

**The Repairing Standard does not cover work for which the Tenant is responsible due to his or her duty to use the Let Property in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the Let Property.**

**Structure & exterior:**

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

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

**Gas safety:**

**The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances carried out by a Gas Safe registered engineer. The check must be carried out by a Gas Safe Registered engineer. The Tenant must be given a copy of the Landlord’s gas safety certificate. The Landlord must keep certificates for at least 2 years. The Gas Safety (Installation and use) Regulations 1998 places duties on Tenants to report any defects with gas pipework or gas appliances that they are aware of to the Landlord. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor.**

**The Landlord must also ensure that a carbon monoxide detector is installed where there is a fixed 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.**

**Electrical safety:**

**The Landlord must ensure that an electrical safety inspection is carried out at least every five years consisting of an Electrical Installation Condition Report (EICR) and Portable Appliance Testing (PAT) on appliances provided by the Landlord. If the tester recommends more frequent testing the landlord should follow the tester’s advice. The EICR which must be completed by a suitably competent person and must cover**

* **Installations for the supply of electricity,**
* **Electrical fittings, including –**
  + **The consumer unit(s)**
  + **Switches**
  + **Socket outlets**
  + **Light fittings**
  + **Any visible wiring, and**

**Any areas where electrical equipment may be installed, for example lofts with supplies to renewable energy sources.**

* **Visual inspection of fixed electrical equipment, including –** 
  + **Fixed electrical heating equipment e.g. storage or panel heaters**
  + **Electric showers and over/under-sink water heaters**
  + **Boilers and other heat producing equipment**
  + **Hard-wired smoke and fire detectors**
  + **Heat detectors, and**
  + **Immersion tank**

**The Tenant must be given a copy of the EICR and PAT.**

**Smoke detectors:**

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

**Installations:**

**The Landlord will keep in repair and in proper working order the installations in the Let Property for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Tenant or which the Tenant is entitled to remove) including the following:**

* **basins, sinks, baths, toilets, and showers;**
* **gas or electric fires and central heating systems;**
* **electrical wiring;**
* **door entry systems;**
* **cookers;**
* **extractor fans;**
* **carbon monoxide detectors;**
* **smoke alarms;**
* **heat detectors;**
* **fire extinguishers and blankets (House in Multiple Occupation only).**

**Energy Performance Certificate (EPC):**

**A valid EPC** (**not more than 10 years old) must be given to the Tenant at the start of the tenancy.**

**Furnishings:**

**All upholstered furniture and mattresses etc. retailed in the UK must comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 as amended. All individual upholstered furniture and mattresses manufactured and/or sold in the UK must have permanent labels affixed, the type, symbols and words on the labels being prescribed/standardised. Landlords should ensure that all upholstered furniture provided complies with the legislation as evidenced by the permanent labelling.**

**Fire protection is primarily provided by treatment of the coverings and/or linings. Furniture coverings must be in reasonably good condition as badly worn, torn or damaged coverings could expose the internal fillings and therefore may render the furniture unsafe.**

**Defective fixtures and fittings:**

**All fixtures and fittings provided by the landlord in the Let Property should be in a reasonable state of repair and in proper working order. The Landlord will repair or replace any of the fixtures, fittings or furnishings supplied which become defective and will do so within a reasonable period of time. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property.**

**Should the Landlord be required to carry out work** **that was the result of** **wilful damage or negligence then the Tenant must pay the reasonable cost of the repair(s).**

### **REPAIR TIMETABLE**

**The Tenant undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair or emergency. The Landlord undertakes to carry out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.**

**The Tenant must allow the Landlord reasonable access to the Let Property to enable the Landlord to fulfil their duties under the repairing standard (see clause 36 below on ‘Access for Repairs’).**

### **PAYMENT FOR REPAIRS**

**The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or her.**

At the end of the tenancy, the Landlord can apply to the relevant tenancy deposit scheme for the cost of the repairs. If the repair costs involved are 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 these costs from the Tenant.

### **INFORMATION**

**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.**

## **LEGIONELLA**

**At the start of the tenancy and throughout, the Landlord must take reasonable steps to assess any risk from exposure to legionella to ensure the safety of the Tenant in the Let Property.**

## **ACCESS FOR REPAIRS**

**The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours’ notice, or access is required urgently. Authorised purposes are carrying out work 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. The right of access also covers access by others such as a contractor or tradesman hired by the Landlord.**

**There is nothing to stop the Tenant and Landlord from mutually agreeing more generous rights of access if both parties want to resolve a non-urgent problem more promptly.**

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

## **RESPECT FOR OTHERS**

**The Tenant, those living with him/her, and his/her visitors must not engage in anti-social behaviour to another person. A person includes anyone in the Let Property, a neighbour, visitor, the Landlord, Agent or contractor.**

**“Anti-social behaviour” means behaving in a way which causes, or is likely to cause, alarm, distress, nuisance or annoyance to any person; or which amounts to harassment of any person; or causes damage to anyone’s property. Harassment of a person includes causing the person alarm or distress. Anti-social behaviour includes speech.**

**In particular, the Tenant, those living with him/her, and his/her visitors must not:**

* **make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments and DIY and power tools;**
* **fail to control pets properly or allow them to foul or cause damage to other people’s property;**
* **allow visitors to the Let Property to be noisy or disruptive;**
* **vandalise or damage the Let Property or any part of the common parts or neighbourhood;**
* **leave rubbish either in unauthorised places or at inappropriate times;**
* **allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;**
* **harass any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason. This includes behaviour due to that person’s race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;**

**In addition, the Tenant, those living with him/her, and his/her visitors must not engage in the following unlawful activities:**

* **use or carry offensive weapons;**
* **use, sell, cultivate or supply unlawful drugs or sell alcohol;**
* **store or bring onto the premises any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms.**
* **use the Let Property or allow it to be used, for illegal or immoral purposes;**
* **threaten or assault any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason.**

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

## **EQUALITY REQUIREMENTS:**

**Under the Equality Act 2010, the Landlord must not unlawfully discriminate against the Tenant or prospective Tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.**

## **DATA PROTECTION**

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

## **ENDING THE TENANCY**

**The Tenant agrees to remove all of his or her belongings when the Tenancy ends. The Tenant’s belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant.**

**If the Tenant fails to remove their belongings from the Let Property in a timely manner and the Landlord incurs reasonable costs in their removal or storage, the Landlord can apply for these costs to be deducted from any deposit paid by the Tenant. If the reasonable costs involved are 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 these costs from the Tenant.**

**This Tenancy may be ended by:-**

* **The Tenant giving notice to the Landlord**
  + **The Tenant giving the Landlord at least 28 days’ notice in writing to terminate the tenancy, or an earlier date if the Landlord is content to waive the minimum 28 day notice period. Where the Landlord agrees to waive the notice period, his or her agreement must be in writing. The tenancy will come to an end on the date specified in the notice or, where appropriate, the earlier date agreed between the Tenant and Landlord. To end a joint tenancy, all the Joint Tenants must agree to end the tenancy. One Joint Tenant cannot terminate the joint tenancy on behalf of all Joint Tenants.**
* **The Landlord giving notice to the Tenant (which is only possible using one of the 18 grounds for eviction set out in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 applies). This can happen either:-**
  + **By the Landlord giving the Tenant a Notice to Leave on one or more of the eviction grounds, and the Tenant choosing to leave. In this case, the tenancy will come to an end on the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the Let Property, whichever is the later.**

**or:-**

* + **By the Landlord giving the Tenant a Notice to Leave on one or more of the eviction grounds and then, if the Tenant chooses not to leave on the day after the notice period expires, subsequently obtaining an eviction order from the Tribunal on the specified eviction ground(s). In this case, the tenancy will come to an end on the date specified in the eviction order.**

**The Landlord can bring the tenancy to an end only if one of the 18 grounds for eviction apply. If the Landlord serves a Notice to Leave on the Tenant, he or she must specify which eviction ground(s) is being used, and give the reasons why they believe this eviction ground applies.**

**If the Landlord applies to the Tribunal for an eviction order, the Tribunal will ask the Landlord to provide supporting evidence for any eviction ground(s) being used. The Landlord should provide the Tenant with a copy of any supporting evidence for the eviction ground when they serve the Notice to Leave on the Tenant.**

**The amount of notice a Landlord must give the Tenant will depend on which eviction ground is being used by the Landlord and how long the Tenant has lived in the Let Property.**

**The Landlord must give the Tenant at least 28 days’ notice if, on the day the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for six months or less, or if the eviction ground (or grounds) that the Landlord is using is one or more of the following. The Tenant:**

* + - **is not occupying the Let Property as his or her only or principal home**
    - **has breached the tenancy agreement**
    - **is rent arrears for three or more consecutive months**
    - **has relevant criminal conviction**
    - **has engaged in relevant anti-social behaviour**
    - **has associated with a person who has relevant conviction or has engaged in anti-social behaviour.**

**The Landlord must give the Tenant at least 84 days’ notice if, on the date the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for over six months and the Notice to Leave does not rely exclusively on one (or more) of the eviction grounds already mentioned in this paragraph.**

**The Landlord undertakes to secure repossession only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies.**

SCHEDULE 3 to the private HOUSING (tenancies) (scotland) act 2016 – EVICTION GROUNDS

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

**Mandatory Eviction Grounds**

**If the Tribunal is satisfied that any of the mandatory eviction grounds exists, it must issue an eviction order. The eight mandatory grounds are:**

* **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 let property as his or her only or principal home or has abandoned the let property.**
* **After the tenancy has begun, the tenant is convicted of using, or allowing the use of, the let property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the let property. The application must usually be made within 12 months of the Tenant’s conviction.**

Discretionary Eviction Grounds

Even if the Tribunal is satisfied that a discretionary ground exists, it will still have discretion on whether to issue an eviction order. The eight discretionary grounds are:

* **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 needs.**
* **The Tenant has breached the tenancy agreement – this excludes the payment of rent.**
* **The Tenant has acted in an anti-social manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring.**
* **The Tenant is associating in the let property with a person who has a relevant conviction or who has engaged in relevant anti-social behaviour. A relevant conviction is a conviction which, if it was the Tenant’s, would entitle the Tribunal to issue an eviction order. Relevant anti-social behaviour means behaviour which, if engaged in by the Tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour.**
* **Landlord registration has been refused or revoked by a local authority.**
* **House in Multiple Occupation (HMO) license revoked by the local authority or renewal has been refused.**
* **Overcrowding statutory notice in respect of the let property has been served on the Landlord.**

**Eviction grounds with both a mandatory and a discretionary strand.**

**These two eviction grounds have both a mandatory and a discretionary strand, so the Tribunal will have discretion over whether to issue an eviction order in some circumstances, but not in others:**

* **The Tenant is in rent arrears. (This ground is mandatory if, for three or more months, the Tenant has been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears are at least one month’s rent. The Tribunal must also be satisfied that the arrears are not due to a delay or failure in the payment of a relevant benefit. This ground is discretionary if the Tenant has been in arrears of rent for three or more months, and on the first day the Tribunal considers the case, the arrears are less than one month’s rent and the Tribunal is satisfied that it is reasonable on this basis to issue an eviction order. In deciding whether it is reasonable to evict, the Tribunal will consider whether the Tenant being in arrears is due to a delay or failure in the payment of a relevant benefit.)**
* **The tenancy was granted to an employee and the Tenant is no longer an employee. (This ground is mandatory if the application for eviction was made within 12 months of the tenant ceasing to be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.)**

## 

## CONTENTS AND CONDITION

«contentsAndConditions»

## LOCAL AUTHORITY TAXES/CHARGES

«localAuthorityTaxesAndCharges»

## UTILITIES

The Tenant undertakes to ensure that the accounts for the supply to the Let Property of «tenantUtilitiesResponsibility» are entered in his or her name with the relevant supplier. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services at the end of the tenancy.

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

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

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.

## 

## ALTERATIONS

«alterations»

**Any request for adaptations, auxiliary aids or services under section 37 of the Equality Act 2010 or section 52 of the Housing (Scotland) Act 2006 must be made in writing to the Landlord. Consent for alterations requested under this legislation should not be unreasonably withheld. If your Landlord does not consent to the adaptations you may appeal to the First-tier Tribunal within 6 months of being notified of the decision. Before doing this, you may find it helpful to discuss your circumstance with your local Citizens Advice Bureau, Shelter Scotland or the local authority for the area where the Let Property is situated.**

## 

## COMMON PARTS

«commonParts»

## 

## PRIVATE GARDEN

«privateGarden»

## 

## ROOF

«roof»

## 

## BINS AND RECYCLING

«binsAndRecycling»

## 

## STORAGE

«storage»

## 

## DANGEROUS SUBSTANCES

«dangerousSubstances»

## 

## PETS

«pets»

## 

## SMOKING

## «smoking»

## 

## LIQUID PETROLEUM GAS (LPG)

«liquidPetroleumGas»

## 

## ADD ANY ADDITIONAL TENANCY TERMS HERE

«additionalTerms»

## THE GUARANTOR

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

## **DECLARATIONS**

**In signing this Agreement and taking entry to the Let Property, the Tenant confirms that he or she:**

* **has made full and true disclosure of all information sought by the Landlord or Letting Agent in connection with the granting of this tenancy**
* **has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.**
* **read and understood all of the terms of this Agreement including the accompanying legal commentary.**

«tenantSignatures»

# **SECTION 4**: LEGAL COMMENTARY

* Must be easy read – understood by a 12 year old.
* Notes to be linked to each of the tenancy terms in the model tenancy agreement
* Notes should be easy to split – one half for the mandatory terms (in **bold** text) and the other for the discretionary terms (in normal typeface).
* An annex containing all statutory references should also be included.

1. See definition of ‘Registered landlord’ in the glossary. [↑](#footnote-ref-1)
2. [Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires](https://www.prhpscotland.gov.uk/sites/default/files/prhp/Scottish%20Government%20guidance%20on%20satisfactory%20provison%20for%20detecting%20and%20warning%20of%20fires%20updated%20sep%2014.pdf) [↑](#footnote-ref-2)
3. [Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing](https://www.scottishlandlords.com/LinkClick.aspx?fileticket=t4YWl-asYF0%3D&tabid=432). [↑](#footnote-ref-3)