

PRIVATE RESIDENTIAL TENANCY AGREEMENT

SCOTLAND

Standard Tenancy Agreement

Private Housing (Tenancies) (Scotland) Act 2016

Agreement Date: 2 February 2026

About This Tenancy

This is a **Private Residential Tenancy (PRT)** under the Private Housing (Tenancies) (Scotland) Act 2016. A PRT has **no fixed end date** and continues until properly ended by either party. The Tenant has security of tenure and can only be evicted on grounds specified in the Act, following the correct legal procedures and obtaining an order from the First-tier Tribunal for Scotland.

1. PARTIES

The Landlord

Name	Tariq Mohammed
Address	35 Woodhall Park Avenue
Email	t_mohammed@msn.com
Telephone	07961 834494

Landlord Registration Required

Under the Antisocial Behaviour etc. (Scotland) Act 2004, the Landlord must be registered with the local council. It is a criminal offence to act as an unregistered landlord in Scotland, punishable by a fine of up to £50,000. The Landlord Registration Number must be provided.

The Tenant

#	Full Name	Date of Birth	Email	Telephone
	Sonia Shezadi	12 February 1985	sonia_shezadi@msn.com	01274 123123

2. DEFINITIONS

"the Act" means the Private Housing (Tenancies) (Scotland) Act 2016, as amended.

"the Property" means the dwelling-house described in Schedule 1, including all fixtures, fittings and contents listed in the Inventory.

"the Landlord" means the person(s) named as landlord in this Agreement and includes successors in title.

"the Tenant" means the person(s) named as tenant in this Agreement. Where there is more than one tenant, references to "the Tenant" include all tenants jointly and each tenant individually.

"PRT" means a Private Residential Tenancy under the Act.

"the Tribunal" means the First-tier Tribunal for Scotland (Housing and Property Chamber).

"the Rent" means the rent specified in Schedule 2, payable in accordance with this Agreement.

"the Deposit" means the security deposit specified in Schedule 2, held in accordance with the Tenancy Deposit Schemes (Scotland) Regulations 2011.

"the Repairing Standard" means the standard prescribed by the Housing (Scotland) Act 2006, as amended.

"Working Days" means days other than Saturdays, Sundays and public holidays in Scotland.

3. THE TENANCY

3.1 The Landlord lets the Property to the Tenant as a Private Residential Tenancy under the Act. The Tenant is entitled to occupy the Property as the Tenant's only or principal home.

3.2 The tenancy commences on **2 February 2026** and continues indefinitely until ended in accordance with the Act. There is no fixed end date for a PRT.

3.3 This tenancy cannot be converted to any other type of tenancy and remains a PRT throughout its duration.

4. RENT

4.1 The Tenant shall pay the Rent of **£1000** per **month**, payable in advance on the **1st** of each month.

4.2 The first payment of **£1000.00** is due on **2 February 2026**.

4.3 Payment shall be made by **Bank Transfer** to: Account Name: Tariq Mohammed | Sort Code: 11-00-01 | Account Number: 19757861.

4.4 The Rent is payable without deduction or set-off unless the Tenant is legally entitled to make such deduction.

Rent Increases

The Landlord may increase the Rent by serving a Rent Increase Notice (Form 4) on the Tenant, subject to the following:

- At least **3 months' written notice** must be given;
- The rent cannot be increased more than once in any 12-month period;
- The proposed rent must not exceed the open market rent for a comparable property;
- The Tenant may refer the increase to a Rent Officer if they consider it unreasonable.

5. DEPOSIT

5.1 The Tenant shall pay a deposit of **£1000** on or before the commencement of this tenancy.

5.2 Within **30 Working Days** of receiving the Deposit, the Landlord shall:

- protect the Deposit in an approved tenancy deposit scheme; and
- provide the Tenant with the prescribed information about the protection.

5.3 The Deposit will be protected with: **DPS**.

5.4 The approved tenancy deposit schemes in Scotland are:

- SafeDeposits Scotland
- MyDeposits Scotland
- Letting Protection Service Scotland

5.5 The Deposit is held as security for:

- damage to the Property, fixtures, fittings or contents (beyond fair wear and tear);
- unpaid Rent;
- unpaid utility bills for which the Tenant is responsible; and
- other breaches of this Agreement.

Failure to Protect Deposit

If the Landlord fails to protect the Deposit or provide the prescribed information within 30 Working Days, the Tenant may apply to the Tribunal for an order requiring the Landlord to pay the Tenant up to **three times the deposit amount**.

6. TENANT'S OBLIGATIONS

6.1 Rent: Pay the Rent in full and on time without deduction (unless legally entitled).

6.2 Utilities: Pay all charges for gas, electricity, water, sewerage, telephone, internet, council tax (unless included in Rent or exempt), and TV licence during the tenancy.

6.3 Use of Property: Use the Property as the Tenant's only or principal home. The Tenant shall not:

- operate any business from the Property without the Landlord's prior written consent;
- use the Property for any illegal or immoral purpose.

6.4 Care of Property: The Tenant shall:

- take reasonable care of the Property;
- keep the Property in a reasonable state of cleanliness;
- keep the Property adequately heated and ventilated to prevent condensation, dampness and mould;
- report any defects or damage to the Landlord without unreasonable delay;
- not cause damage (fair wear and tear excepted);
- make good any damage caused by the Tenant, household members, or visitors.

6.5 Alterations: Not make any alterations, additions or improvements to the Property without the Landlord's prior written consent. If consent is given, the Tenant may be entitled to compensation for improvements at the end of the tenancy.

6.6 Decorations: Not remove or alter the Landlord's decorations, fixtures, fittings or furnishings without consent.

6.7 Pets: Keep pets only with the Landlord's prior written consent. Currently approved pets: 1 cat. The Landlord's consent must not be unreasonably withheld. If the Tenant requests permission to keep a pet, the Landlord must respond within 28 days; failure to respond shall be treated as consent.

6.8 Smoking: Not smoke or permit smoking inside the Property.

6.9 Subletting: The Tenant shall not:

- sublet the whole of the Property;
- sublet any part of the Property without the Landlord's prior written consent;
- take in lodgers without the Landlord's prior written consent.

The Landlord's consent must not be unreasonably withheld.

6.10 Access: Allow the Landlord or their agent reasonable access to the Property for:

- viewing the condition of the Property;
- carrying out repairs, maintenance or inspections;
- showing prospective buyers or tenants (when the tenancy is ending).

At least **24 hours' notice** must be given (except in emergencies). Routine inspections shall be no more frequent than once every 3 months.

6.11 Garden: Keep any garden, patio and external areas in reasonable condition, cut lawns regularly, and not remove or severely prune trees, shrubs or plants without consent.

6.12 Waste: Dispose of all waste appropriately, follow the local council's recycling requirements, and not allow rubbish to accumulate.

6.13 Behaviour: Not behave in an antisocial manner or cause nuisance, annoyance or disturbance to neighbours. The Tenant shall keep noise to reasonable levels, especially between 11pm and 7am, and ensure household members and visitors behave appropriately.

6.14 Insurance: The Tenant is responsible for insuring their own belongings. The Landlord's insurance does not cover the Tenant's possessions.

6.15 Notification: Notify the Landlord promptly of any damage, any defects requiring repair, any change in household composition, and any absence exceeding 14 days.

6.16 End of Tenancy: When the tenancy ends, the Tenant shall:

- give at least 28 days' notice in writing;
- leave the Property clean and in the same condition as at commencement (fair wear and tear excepted);
- return all keys, access devices and security fobs;
- remove all personal belongings;
- provide a forwarding address.

7. LANDLORD'S OBLIGATIONS

7.1 Quiet Enjoyment: Allow the Tenant to occupy and use the Property without interference, except as permitted by this Agreement or required by law.

7.2 Repairing Standard: Ensure the Property meets the Repairing Standard at all times, including:

- the Property is wind and watertight and reasonably fit for human habitation;
- the structure and exterior are in reasonable repair;
- installations for water, gas, electricity, sanitation, heating are in reasonable repair and working order;
- fixtures, fittings and furnishings are in reasonable repair and working order;
- satisfactory fire and carbon monoxide detection is installed and working;
- common areas are maintained in reasonable repair and safe condition.

7.3 Safety Compliance:

(a) Gas Safety: Ensure all gas appliances are safe, provide an annual Gas Safety Certificate (CP12), and arrange annual safety checks by a Gas Safe registered engineer.

(b) Electrical Safety: Ensure electrical installations are safe, provide an Electrical Installation Condition Report (EICR) every 5 years (or at change of tenancy), and ensure all provided appliances are safe.

(c) Fire Safety: Install interlinked smoke alarms on each floor with living accommodation, interlinked heat alarms in every kitchen, and carbon monoxide detectors in rooms with fixed combustion appliances (except gas cookers). All alarms must be in working order at the start of the tenancy.

(d) Furniture: Ensure all furniture and furnishings comply with fire safety regulations.

(e) Legionella: Conduct legionella risk assessment where appropriate.

7.4 Energy Efficiency: Ensure the Property has a minimum EPC rating of E (unless exempt). Current EPC rating: **D**.

7.5 Landlord Registration: Maintain valid registration with the local authority as required by the Antisocial Behaviour etc. (Scotland) Act 2004.

7.6 Deposit Protection: Protect the Deposit in an approved scheme within 30 Working Days and provide the prescribed information.

7.7 Information: Provide the Tenant with:

- a copy of this Agreement;
- the Easy Read Notes (Scottish Government guidance);
- Gas Safety Certificate;
- Energy Performance Certificate;
- Electrical Installation Condition Report (if available);
- Deposit protection information;
- Landlord registration details.

7.8 Repairs: Carry out repairs within a reasonable time after being notified. The Landlord is not responsible for repairs needed due to damage caused by the Tenant.

7.9 Insurance: Insure the Property and the Landlord's contents.

8. ENDING THE TENANCY

By the Tenant

8.1 The Tenant may end the tenancy by giving at least **28 days' notice in writing** to the Landlord. The notice period begins on the day the Landlord receives the notice. The Tenant does not need to give a reason.

By the Landlord

8.2 The Landlord can only end the tenancy by:

- serving a Notice to Leave stating the eviction ground(s);
- waiting for the notice period to expire (28 or 84 days depending on the ground);
- applying to the Tribunal for an eviction order;
- obtaining an eviction order from the Tribunal;
- having the order enforced by sheriff officers (if necessary).

8.3 The 18 grounds for eviction are set out in Schedule 3 of the Act. The Landlord cannot evict the Tenant without a Tribunal eviction order.

Abandonment

8.4 If the Landlord believes the Tenant has abandoned the Property, the Landlord must follow the statutory abandonment procedures before re-entering.

9. GENERAL PROVISIONS

9.1 Changes to Terms: The Landlord may change the terms of this Agreement by giving at least 3 months' notice using the prescribed form. Only reasonable changes may be made, and the Tenant may challenge unreasonable changes at the Tribunal.

9.2 Assignment and Succession: The Tenant may request to assign the tenancy to another person. The Landlord's consent is required and must not be unreasonably withheld. On the Tenant's death, the tenancy may pass to a qualifying spouse, civil partner, or family member in accordance with the Act.

9.3 Data Protection: Personal data will be processed in accordance with UK GDPR and the Data Protection Act 2018. The Landlord will use the Tenant's data for managing the tenancy, rent collection, property maintenance, legal compliance, and providing references (with consent). Data will be retained for 6 years after the tenancy ends.

9.4 Unfair Terms: Under the Consumer Rights Act 2015, any term in this Agreement that is unfair shall not be binding on the Tenant.

9.5 Dispute Resolution: Disputes may be referred to the First-tier Tribunal for Scotland (Housing and Property Chamber). The Tribunal can deal with eviction applications, rent disputes, repairing standard matters, deposit disputes, and other PRT matters.

9.6 Jurisdiction: This Agreement is governed by Scots law and the jurisdiction of the Scottish courts.

9.7 Additional Terms: n/a

Note on Additional Terms

Additional terms cannot override or contradict the statutory terms of a PRT. Any term inconsistent with the Act will be unenforceable.

SIGNATURES

By signing this Agreement, the parties confirm they have read and understood all terms and agree to be bound by them.

Landlord

Signature

Name: Tariq Mohammed

Date: _____

Tenant

Signature

Name: Sonia Shezadi

Date: _____

SCHEDULE 1 - THE PROPERTY

Property Address	16 Waterloo Road
Furnished Status	furnished
EPC Rating	D

SCHEDULE 2 - RENT AND DEPOSIT

Rent

Rent Amount	£1000 per month
Payment Due	1st of each month
First Payment	£1000.00 due on 2 February 2026
Payment Method	Bank Transfer
Payment Details	Account Name: Tariq Mohammed Sort Code: 11-00-01 Account Number: 19757861

Deposit

Deposit Amount	£1000
Protection Deadline	Within 30 Working Days of receipt
Deposit Scheme	DPS

SCHEDULE 3 - UTILITIES AND SERVICES

Tenant Responsibility

The Tenant is responsible for transferring utilities into their name, paying all utility bills during the tenancy, and notifying suppliers at the end of the tenancy with final meter readings.

SCHEDULE 4 - INVENTORY AND CONDITION

A detailed inventory and condition report is attached to this Agreement and forms part of it.

Important

The Tenant should check the inventory carefully and notify the Landlord in writing within **7 days** of any inaccuracies. The inventory will be used at the end of the tenancy to assess whether there is any damage beyond fair wear and tear.

SCHEDULE 5 - PRESCRIBED INFORMATION

The Landlord confirms the following documents have been or will be provided to the Tenant:

Copy of this Private Residential Tenancy Agreement
Easy Read Notes (Scottish Government guidance on PRTs)
Gas Safety Certificate (CP12)
Energy Performance Certificate (EPC)
Electrical Installation Condition Report (EICR)
Deposit protection scheme information
Landlord registration details
Inventory and condition report

Useful Contacts

First-tier Tribunal	www.housingandpropertychamber.scot
Shelter Scotland	0808 800 4444 scotland.shelter.org.uk
Citizens Advice Scotland	www.citizensadvice.org.scot

Document Reference: DOC-ML34FHOA-50PBE2

Generated: 1 February 2026

This Agreement is governed by the Private Housing (Tenancies) (Scotland) Act 2016, Housing (Scotland) Act 2006, Antisocial Behaviour etc. (Scotland) Act 2004, Tenancy Deposit Schemes (Scotland) Regulations 2011, Consumer Rights Act 2015, UK GDPR and Data Protection Act 2018.

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