

# PREMIUM PRIVATE RESIDENTIAL TENANCY AGREEMENT

PREMIUM EDITION

Private Housing (Tenancies) (Scotland) Act 2016

Scotland

Dated: 2 February 2026

## 1. ABOUT THIS AGREEMENT

### What Type of Tenancy Is This?

This is a **Private Residential Tenancy (PRT)** governed by the Private Housing (Tenancies) (Scotland) Act 2016. A PRT is the only type of tenancy that can be granted for a private residential let in Scotland.

### Key Features of a PRT

- **No fixed end date:** The tenancy continues until properly ended by either party
- **Security of tenure:** The Tenant can only be evicted on specific statutory grounds
- **Tribunal process:** The Landlord must obtain an eviction order from the First-tier Tribunal for Scotland
- **Rent protection:** Rent increases are regulated and can be challenged

### HMO Status

This property is a **House in Multiple Occupation (HMO)** licensed under the Civic Government (Scotland) Act 1982. Additional obligations apply to both Landlord and Tenant regarding shared facilities, fire safety, and occupancy limits.

### SCOTTISH GOVERNMENT MODEL TERMS

This agreement uses bespoke terms tailored to meet the specific requirements of this tenancy while remaining compliant with the Private Housing (Tenancies) (Scotland) Act 2016.

## 2. THE PARTIES

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**LANDLORD**

**Tariq Mohammed**

35 Woodhall Park Avenue

t\_mohammed@msn.com | 07961 834494

**IMPORTANT**

The Landlord must be registered with the local council under the Antisocial Behaviour etc. (Scotland) Act 2004. Registration details will be provided.

**TENANT**

**1. Sonia Shezadi** (DOB: 12 February 1985)

sonia\_shezadi@msn.com | 01274 123123

**GUARANTOR**

**Arwa Butt**

10 Wellands Terrace Bradford BD3 8AQ

arwa@me.com | 01274 121212

## 3. THE PROPERTY

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The Landlord lets to the Tenant the property described in Schedule 1 for use as a private residential dwelling.

This property is licensed as a House in Multiple Occupation (HMO) under the Civic Government (Scotland) Act 1982.

The Tenant has exclusive use of their designated bedroom and shared access to communal facilities as detailed in Schedule 1.

The Landlord warrants that the property meets the Repairing Standard as required by the Housing (Scotland) Act 2006.

Property Address	16 Waterloo Road
Furnished Status	furnished

## 4. THE TENANCY

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This is a **Private Residential Tenancy (PRT)** under the Private Housing (Tenancies) (Scotland) Act 2016.

The tenancy start date is **2 February 2026**.

This tenancy has **no fixed end date**. It continues until ended by either party following the correct legal procedures.

The tenancy cannot be converted to any other type of tenancy.

The Tenant has security of tenure and can remain in the property as long as they comply with the tenancy terms and no valid eviction ground applies.

Tenancy Type	Private Residential Tenancy (PRT)
Start Date	2 February 2026
End Date	No fixed end date
Governing Law	Private Housing (Tenancies) (Scotland) Act 2016

## 5. RENT AND PAYMENTS

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

Payment shall be made by Bank Transfer to the account specified in Schedule 2.

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

Rent must be paid without deduction or set-off unless legally entitled.

Rent Amount	£1000 per month
Payment Due	1st of each month
Payment Method	Bank Transfer
First Payment	£1000.00 on 2 February 2026

### Rent Increases

The Landlord may increase the rent by serving at least **3 months' written notice** using the prescribed Rent Increase Notice (Form 4).

Rent may not be increased more than once in any 12-month period.

Any increase must not exceed the open market rent for a comparable property.

The Tenant may refer a rent increase to a Rent Officer if they believe it is excessive.

## 6. DEPOSIT

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The Tenant has paid a Deposit of **£1000**.

Within **30 working days** of receiving the deposit, the Landlord will protect it in an approved tenancy deposit scheme and provide the Tenant with the prescribed information.

The Deposit is held as security for unpaid rent, damage beyond fair wear and tear, unpaid bills, missing inventory items, and other breaches of this agreement.

Disputes over deductions may be referred to the scheme's free alternative dispute resolution service.

Deposit Amount	£1000
Protection Scheme	MyDeposits
Protection Deadline	30 working days from receipt

### APPROVED SCOTTISH DEPOSIT SCHEMES

- SafeDeposits Scotland
- MyDeposits Scotland
- Letting Protection Service Scotland

If the Landlord fails to protect the deposit or provide prescribed information, the Tenant may apply to the First-tier Tribunal for an order requiring the Landlord to pay up to three times the deposit amount.

## 7. TENANT OBLIGATIONS

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**Rent:** Pay the Rent on time and in full without deduction.

**Utilities:** Pay all charges for gas, electricity, water, sewerage, telephone, internet, Council Tax (unless included), and TV licence as set out in Schedule 3.

**Principal Home:** Use the property as the Tenant's only or principal home.

**Care of Property:** Take reasonable care of the property, keep it clean and tidy, adequately heated and ventilated to prevent condensation and mould.

**Reporting Defects:** Report any damage or defects to the Landlord without unreasonable delay.

**Damage:** Make good any damage caused by the Tenant, members of the household, or visitors (fair wear and tear excepted).

**Alterations:** Not make alterations, additions, or improvements without the Landlord's prior written consent.

**Access:** Allow the Landlord reasonable access (with at least 24 hours' notice except in emergency) for inspections, repairs, or safety checks.

**Nuisance:** Not behave antisocially or cause nuisance, annoyance, or disturbance to neighbours.

**Business Use:** Not run any business from the property without the Landlord's written consent.

**Illegal Use:** Not use the property for any illegal or immoral purpose.

**Insurance:** Not do anything that would invalidate the Landlord's insurance. Obtain contents insurance for personal belongings.

**Notification:** Notify the Landlord promptly of any damage, defects, change in occupants, or planned absence exceeding 14 days.

**End of Tenancy:** Give proper notice (at least 28 days), return the property clean and in comparable condition (fair wear and tear excepted), return all keys, and provide a forwarding address.

## 8. PROPERTY RULES AND RESTRICTIONS

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### Subletting and Assignment

The Tenant must not sublet the whole property.

The Tenant must not sublet part of the property or take in lodgers without the Landlord's prior written consent. Consent must not be unreasonably withheld.

The Tenant may request to assign (transfer) the tenancy to another person. The Landlord's consent is required and must not be unreasonably withheld.

### Pets

Pets Permitted	With prior written consent
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The Landlord's consent for pets must not be unreasonably withheld. If the Tenant requests permission, the Landlord must respond within 28 days. Failure to respond is treated as consent.

### Smoking

Smoking Permitted	No
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Smoking is not permitted inside the property.

### Noise and Behaviour

Keep noise to reasonable levels, especially between 11pm and 7am.

Ensure members of the household and visitors do not behave antisocially.

### Garden and External Areas

Keep gardens, patios, and external areas in reasonable condition, cut lawns regularly, and keep paths clear.

### Waste and Recycling

Dispose of waste appropriately, follow local recycling requirements, and do not allow rubbish to accumulate.

## 9. LANDLORD OBLIGATIONS

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**Quiet Enjoyment:** Allow the Tenant to occupy the property without interference except as permitted by this agreement or law.

**Repairing Standard:** Ensure the property meets the Repairing Standard at all times as required by the Housing (Scotland) Act 2006.

**Structure and Exterior:** Keep the structure, exterior, and all installations in reasonable repair and proper working order.

**Repairs:** Carry out repairs within a reasonable time after notification by the Tenant.

**Deposit Protection:** Protect the deposit in an approved scheme within 30 working days and provide prescribed information.

**Insurance:** Maintain buildings insurance for the property.

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

**HMO Licence:** Maintain a valid HMO licence and comply with all licensing conditions.

## Repairing Standard Requirements

Under the Housing (Scotland) Act 2006, the property must:

- Be wind and watertight and reasonably fit for human habitation
- Have structure and exterior in reasonable repair
- Have installations for water, gas, electricity, sanitation, heating in proper working order
- Have satisfactory fire detection and warning systems
- Have carbon monoxide detection where required
- Have common areas maintained safely

## 10. LEGAL COMPLIANCE AND REQUIRED INFORMATION (SCOTLAND)

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### Safety Compliance

REQUIRED SAFETY CERTIFICATES AND EQUIPMENT	
Gas Safety Certificate (CP12)	Annual inspection by Gas Safe registered engineer
Electrical Installation Condition Report	Every 5 years or at change of tenancy
Smoke Alarms	Interlinked alarms on every floor with living accommodation
Heat Alarm	Interlinked heat alarm in every kitchen
Carbon Monoxide Detector	In any room with fixed combustion appliance (except gas cooker)
Furniture Safety	All furniture must meet fire safety regulations

### Energy Efficiency

EPC Rating	C
EPC Valid Until	
Minimum Requirement	Rating E or above (since 1 April 2020)

### Documents Provided to Tenant

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

- Copy of this Private Residential Tenancy Agreement

- Easy Read Notes (Scottish Government PRT guidance)
- Gas Safety Certificate
- Energy Performance Certificate (EPC)
- Electrical Installation Condition Report
- Deposit protection scheme information
- Landlord registration details
- Inventory and condition report

#### KEY LEGAL NOTES (SCOTLAND)

**Tribunal Jurisdiction:** Disputes are determined by the First-tier Tribunal for Scotland (Housing and Property Chamber), not the courts.

**Repairing Standard:** If the property does not meet the Repairing Standard, the Tenant can apply to the local authority or First-tier Tribunal.

**Deposit Penalty:** Failure to protect the deposit may result in payment of up to 3x the deposit amount to the Tenant.

**Illegal Eviction:** Evicting without a Tribunal order is a criminal offence.

## 11. ENDING THE TENANCY

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### By the Tenant

The Tenant can end the tenancy by giving at least **28 days' written notice** to the Landlord.

The notice period begins on the day the Landlord receives the notice.

The Tenant does not need to give a reason for ending the tenancy.

### By the Landlord

The Landlord can only end the tenancy by following the statutory procedure:

1. Serving a **Notice to Leave** stating the eviction ground(s)
2. Waiting for the notice period to expire (28 or 84 days depending on ground and tenancy duration)
3. Applying to the **First-tier Tribunal for Scotland** for an eviction order
4. Obtaining an eviction order from the Tribunal
5. Having the order enforced by sheriff officers if necessary



### IMPORTANT

The Landlord **cannot** evict the Tenant without a Tribunal eviction order. The 18 grounds for eviction are set out in Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.

## Joint Tenants

### Abandonment

If the Landlord believes the property has been abandoned, the correct statutory procedures must be followed before re-entering.

### Succession

If the Tenant dies, the tenancy may pass to their spouse, civil partner, or qualifying family member who was residing at the property.

## 12. HMO AND SHARED FACILITIES

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### HMO LICENSED PROPERTY

This property is a House in Multiple Occupation (HMO) licensed under the Civic Government (Scotland) Act 1982.

### Joint and Several Liability

- 1 Where there are multiple Tenants, each Tenant is jointly and severally liable for the full rent amount (not just their share), any damage to shared areas, and compliance with all terms.

### Shared Facilities

- 2 The Tenant has shared access to:
  - Kitchen (cooking facilities, appliances, food storage)
  - Bathrooms/WC (shared with other Tenants)
  - Common hallways, stairs, and entrance
  - Living room / common room (if applicable)
  - Garden / outdoor space (if applicable)
  - Laundry facilities (if applicable)

- 3      **Exclusive Use:** The Tenant has exclusive use of their designated bedroom(s).

### Communal Area Responsibilities

AREA	TENANT RESPONSIBILITY
Kitchen	Wash dishes immediately, clean surfaces, store food properly
Bathroom	Clean after use, remove hair from drains
Common Areas	Keep clean and tidy, use considerately
Noise	Keep to minimum, especially after 10:00 PM

### Fire Safety (HMO)

- 4      The Tenant must:
- Keep fire doors closed at all times
  - Keep escape routes clear of obstructions
  - Not store items in communal hallways
  - Test smoke alarms monthly and report faults
  - Familiarise themselves with fire escape routes
  - Not tamper with fire safety equipment

### Occupancy Limit

Maximum Occupants	As stated on HMO licence
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### Guest Policy

- 5      Visitors are permitted subject to:
- No overnight guests for more than 2 consecutive nights without agreement
  - Guests must not cause nuisance to other Tenants
  - The Tenant is responsible for guest behaviour

### Serious Breaches

- 6      The following may result in eviction grounds being sought:
- Persistent failure to keep communal areas clean
  - Blocking fire exits or tampering with fire safety equipment
  - Causing serious nuisance to other Tenants

- Unauthorised occupants or subletting
- Damage to communal facilities

## 13. DATA PROTECTION

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Personal data will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

### Data Usage

The Landlord will use the Tenant's data for:

- Managing the tenancy
- Rent collection and accounting
- Property maintenance and repairs
- Legal obligations (deposit protection, landlord registration)
- Communication regarding the tenancy
- Providing references to future landlords (with consent)

**Retention:** Personal data will be retained for 6 years after the tenancy ends for legal and tax purposes.

**Tenant Rights:** The Tenant has the right to request access, correction, or deletion (in certain circumstances) of their personal data, and to lodge a complaint with the Information Commissioner's Office.

## 14. GENERAL PROVISIONS

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This Agreement constitutes the entire agreement between the parties regarding this tenancy.

The Landlord may change terms with at least 3 months' notice using the prescribed form. The Tenant may challenge unreasonable changes at the First-tier Tribunal.

This Agreement is governed by **Scots law** and the jurisdiction of the **Scottish courts** and the **First-tier Tribunal for Scotland**.

Under the Consumer Rights Act 2015, any unfair term will not be binding on the Tenant.

Additional terms cannot override statutory PRT terms. Any term inconsistent with the Act is unenforceable.

If any provision is unenforceable, the remaining provisions continue in effect.

## Dispute Resolution

Tribunal	First-tier Tribunal for Scotland (Housing and Property Chamber)
Website	<a href="http://www.housingandpropertychamber.scot">www.housingandpropertychamber.scot</a>
Free Advice	Shelter Scotland: 0808 800 4444 Citizens Advice Scotland: <a href="http://www.citizensadvice.org.scot">www.citizensadvice.org.scot</a>

## SIGNATURES

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

### LANDLORD

Name: Tariq Mohammed

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Signature

Date: \_\_\_\_\_

### TENANT 1

Name: Sonia Shezadi

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Signature

Date: \_\_\_\_\_

### GUARANTOR

Name: Arwa Butt

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Signature

Date: \_\_\_\_\_

## SCHEDULE 1

### Property Details

Property Address	16 Waterloo Road
Furnished Status	furnished

### HMO Information

HMO Licence Number	Valid licence held
Maximum Occupancy	As per licence conditions
Tenant's Room	Exclusive use of designated bedroom(s)

### Shared Facilities

The Tenant has shared access to:

- Kitchen (cooking facilities, appliances, food storage)
- Bathrooms/WC
- Common hallways, stairs, and entrance
- Living room / common room (if applicable)
- Garden / outdoor space (if applicable)
- Laundry facilities (if applicable)

### Compliance Certificates

Gas Safety Certificate	Valid
EICR	Valid
EPC	Rating C
Smoke Alarms	Interlinked alarms fitted on every floor
Heat Alarm	Fitted in kitchen
CO Alarms	Fitted where required

## SCHEDULE 2

### Rent and Deposit

#### Part A: Rent

Rent Amount	£1000 per month
Payment Due	1st of each month
Payment Method	Bank Transfer
First Payment	£1000.00 on 2 February 2026

#### Bank Details

Account Name	T mohammed
Sort Code	11-00-01
Account Number	12875681

#### Part B: Deposit

Deposit Amount	£1000
Protection Scheme	MyDeposits
Protection Deadline	30 working days from receipt

#### DEPOSIT PROTECTION (SCOTLAND)

The Deposit will be protected in an approved Scottish scheme within 30 working days. At tenancy end, the Deposit (less lawful deductions) will be returned via the scheme's procedures. Disputes may be referred to the scheme's free ADR service.

#### Permitted Deductions

- Unpaid rent or other sums due
- Damage beyond fair wear and tear
- Missing inventory items
- Cleaning costs if not left in comparable condition

- Unreturned keys or access devices
- Unpaid bills where Tenant is responsible

**Part C: Guarantor**

Guarantor Name	Arwa Butt
Guarantor Address	10 Wellands Terrace Bradford BD3 8AQ
Contact Email	arwa@me.com
Contact Phone	01274 121212
Liability	Joint and several liability with Tenant for all obligations



### SCHEDULE 3

#### Utilities and Services

UTILITY	RESPONSIBILITY	NOTES
Council Tax	Tenant	
Gas	Tenant	Register with supplier
Electricity	Tenant	Register with supplier
Water	Tenant	
Internet	Tenant	
TV Licence	Tenant	If required
Buildings Insurance	Landlord	Tenant arranges contents insurance

The Tenant must notify utility suppliers of occupation within 7 days and provide meter readings at start and end of tenancy.

#### Meter Readings at Start

Gas	G123
Electricity	E123
Water	W123

## **SCHEDULE 4**

### **Inventory and Condition**

A detailed inventory and schedule of condition is attached or provided separately and forms part of this Agreement.

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 determine if there is any damage beyond reasonable wear and tear.

### **Keys and Access Devices**

All keys must be returned at tenancy end. Lost key replacement will be charged to the Tenant.

### **Condition at End of Tenancy**

The Tenant must return the property in the same condition as at the start (fair wear and tear excepted). A check-out inspection will be conducted, preferably with the Tenant present.

## SCHEDULE 5

### House Rules (HMO)

#### Communal Living Standards

AREA	REQUIREMENTS
Kitchen	Clean all items after use. Store food in designated spaces. Keep worktops clear. Empty bins when full.
Bathroom	Clean after use. Remove personal items. Report any issues promptly.
Hallways	Keep clear of personal belongings. No storage in communal areas.
Bedroom	Maintain in clean condition. Ventilate regularly. Report any maintenance issues.

#### Fire Safety Rules

- Fire doors must remain closed at all times
- Never wedge fire doors open
- Keep escape routes clear at all times
- No storage in hallways or stairwells
- Know the location of fire exits and assembly point
- Do not tamper with smoke alarms, heat detectors, or fire equipment
- Report any fire safety concerns immediately

#### Quiet Hours

Quiet Hours	10:00 PM to 8:00 AM (noise kept to minimum)
Laundry	No washing machines/dryers during quiet hours
Music/TV	Headphones recommended after 10:00 PM

#### Guests

- Guests welcome but must not disrupt other Tenants
- Maximum 2 consecutive overnight stays without prior agreement
- Tenant responsible for guest behaviour
- Guests must not use facilities excessively

## Pets

Pets Permitted	With prior written consent
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## Smoking

Smoking Permitted	No smoking anywhere on the property
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## Security

- Keep external doors locked at all times
- Do not prop open external doors
- Do not give keys to non-residents
- Report any security concerns immediately

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Premium Private Residential Tenancy Agreement — Scotland

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Compliant with Private Housing (Tenancies) (Scotland) Act 2016, Housing (Scotland) Act 2006, Civic Government (Scotland) Act 1982

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