

**SHORT ASSURED TENANCY AGREEMENT**

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

**1. PARTIES**

**THE LANDLORD IS:**  
("The Landlord")

**LANDLORD ADDRESS:**

**LANDLORD TEL. NO:**

**LANDLORD REGISTRATION NO.**

**THE AGENT IS:**

**AGENT ADDRESS:**

**AGENT TEL. NO:**

The Agent is hereby authorised to act for the Landlord in fulfilling his rights and responsibilities under this agreement and to sign for and on behalf of the Landlord in relation to this tenancy agreement. Any communication required of the Tenant to the Landlord under the terms of this tenancy agreement shall be referred to the Agent using the contact details above.

**THE TENANTS ARE:**

("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. Further, for all matters relating to the deposit under Clause 5, the Lead Tenant shall be:

---

**THE GUARANTOR IS:**

**GUARANTOR ADDRESS:**

**GUARANTOR TEL. NO:**

The Guarantor undertakes to meet any costs incurred by the Landlord by virtue of the Tenant's failure to meet their obligations under this agreement. The Guarantor agrees that his obligations under this Clause will remain in place until this agreement is terminated under Clause 17. The Landlord may

choose at his discretion to pursue either the Tenant or Guarantor in respect of any outstanding sums due.

## 2. SUBJECTS

**THE ACCOMMODATION LET IS:** (“the accommodation”)

## 3. COMMENCEMENT & DURATION:

The tenancy will commence on                    (“The start Date”)  
and will end on:                    (“The end Date”).

**If the agreement is not brought to an end by either party on the end date, it will continue thereafter on a monthly basis until terminated under Clause 17 of this agreement.**

## 4. RENT AND OTHER CHARGES

- 4.1 The rent is                    per calendar month payable monthly (in advance). The first payment will be paid at date of entry or before and subsequent payments are due and must be paid on or before the same date of each calendar month thereafter.
- 4.2 The Landlord may propose to increase the rent after the end date specified at Clause 3 above. Under such circumstances the Tenant will be given a minimum of 1 month’s notice in writing of any proposed change before the beginning of the rental period when the change is to start.
- 4.3 The Tenant shall be liable for any reasonable costs incurred by the Landlord in pursuing unpaid rent.

## 5 DEPOSIT

5.1 The Tenant shall pay the sum of [                    ] **pounds** as a deposit. The Landlord shall be entitled to make deductions from the deposit in relation to the following:-

- (i) The cost of any damage caused, to the accommodation, fixtures and fittings or any furniture provided as part of the tenancy with the exception of fair wear and tear.
- (ii) The costs of replacing any items detailed on the inventory under Clause 6 which have been lost or broken, or have disappeared during tenancy.
- (iii) The cost of gardening works required as a result of the Tenant’s failure to maintain the garden in a reasonable condition
- (iv) Unpaid bills including bills for utility services and local authority taxes.

- (v) The costs of cleaning required as a result of the Tenant's failure to maintain the property in accordance with the terms of this agreement
- (vi) Arrears of rent or other outstanding sums that are due under this agreement
- (vii) Any reasonable costs incurred by the Landlord as a result of unpaid rent including but not limited to interest on late payment and bank charges for returned cheques or direct debits
- (viii) Any other costs arising from the Tenant's breach of their obligations under this agreement

3.2. The Landlord shall lodge the deposit with [ ] within 30 days of the commencement of the tenancy and provide the Tenant with the prescribed information in accordance with his duties under the Tenancy Deposit Scheme Regulations 2011 as amended. The deposit will be held by the scheme throughout the tenancy. No interest shall be paid on the deposit.

3.3 If at the termination of the tenancy any sums are due to be paid from the deposit under Clause 3.1 aforesaid the Landlord shall apply to the scheme as soon as reasonably practicable for return of the deposit either in whole or in part and notify the Tenant. If the full amount of the deposit is due to the Tenant, the Tenant shall be responsible for applying to the scheme for its release. Where this is a joint tenancy, the total sum due to be paid to the tenants may be returned to the Lead Tenant who will be responsible for distributing the funds between the joint tenants and the shares payable shall be a matter of agreement between the joint tenants. The Landlord shall bear no responsibility for distribution of the deposit amongst joint tenants.

## **6 INVENTORY**

The Tenant agrees that the signed Inventory, attached as Schedule 1 to this Agreement is a full and accurate record of the condition of the accommodation at the start of the tenancy. The Tenant has a period of seven days after signing the Inventory to ensure that the Inventory is correct and to tell the Landlord of any discrepancies in writing, after which the Tenant shall be deemed to be fully satisfied with the terms. The Tenant shall not remove and store elsewhere any of the items noted on the inventory from the accommodation without the prior written consent of the Landlord.

6.1 The Tenant agrees that the accommodation is as described in the inventory. The Tenant agrees to pay the cost of any damage to the accommodation caused during the tenancy, fair wear and tear excepted or for the repair or replacement of any items noted on the inventory. The Landlord is entitled to deduct any costs arising under this clause from the deposit under Clause 5.

## **7 LOCAL AUTHORITY TAX AND UTILITIES**

7.1 The Tenant will be responsible for payment of the council tax and water and sewerage charges, or any local tax which may replace this and for any charges relating to the supply of gas, electricity and telephone to the accommodation. The Tenant will advise the local authority and any utility companies of the date of the start of the tenancy and the date of the end of

the tenancy and ensure that the accounts in respect of these services are entered in his name. The Tenant agrees not to change supplier without the prior written permission of the Landlord.

**7.2** The Tenant agrees to settle all outstanding accounts at the termination of the tenancy. The Landlord shall be entitled to deduct any sums due under this Clause from the deposit under Clause 5.

## **8 TENANTS OCCUPATION**

**8.1** The Tenant shall occupy the accommodation as his only or principal home and not carry on any formal or registered trade business or profession there.

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

**8.3** The Tenant shall not assign this tenancy to any other person, sublet the accommodation in whole or in part or take in lodgers or paying guests. The Tenant agrees not to allow other persons to share the occupation of the premises, whether or not for payment, without the prior written consent of the Landlord.

## **9 INSURANCE**

The Landlord shall arrange for buildings insurance and contents insurance in respect of any items in the accommodation belonging to him. The Tenant is responsible for arranging insurance of his own belongings.

## **10 USE OF THE ACCOMMODATION**

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

- i. keep the accommodation adequately ventilated and heated;
- ii. not bring any hazardous or combustible goods or material or any item or substance that may be considered a fire hazard into the accommodation;
- iii. not to pour any oil, grease, or other damaging materials down the drains or waste pipes;
- iv. not to use sellotape, blu-tac or other glue-based products to attach items to the walls of the accommodation
- v. prevent water pipes freezing in cold weather;
- vi. avoid danger to the accommodation or neighbouring properties by way of fire or flooding;
- vii. ensure the property and its fixtures and fittings are kept clean during the tenancy.

- 10.2** The Tenant agrees not to make any alteration to the accommodation, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord, nor to erect any structure in the grounds pertaining to the property. For the avoidance of doubt, the erection of a satellite dish will be considered to be an alteration and therefore requires written consent from the Landlord. Any request for adaptations, auxiliary aids or services as per the Disability Discrimination Act 2006 or the Housing (Scotland) Act 2006 must be made in writing to the Landlord. Consent for alterations requested under this legislation will not reasonably be withheld.
- 10.3** In the case of flatted property the Tenant undertakes, 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. The Tenant is not permitted to access the roof nor any loft space pertaining to the property. Nothing belonging to the Tenant or anyone living with the Tenant or the visitors may be left or stored in the common stair if it causes nuisance or annoyance to neighbours.
- 10.4** The Tenant agrees to dispose of all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged. If rubbish is normally collected from the street it should not be put out earlier than 7am on the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. The Tenant must comply with any local arrangements for the disposal of large items (such as large electrical items).

## **11 RESPECT FOR OTHERS**

- 11.1** The Tenant, those living with him/her, and his/her visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Tenant's house.
- 11.2** "Antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech.  
A course of conduct means antisocial behaviour on at least two occasions.
- 11.3** In particular, the Tenant, those living with him/her, and his/her visitors must not:
- i. make excessive noise. This includes, but is not limited to, the use of televisions, hi-fis, radios and musical instruments and DIY tools;
  - ii. fail to control pets properly or allow them to foul or cause damage to other people's property;
  - iii. allow visitors to the Tenant's house to be noisy or disruptive;

- iv. use the Tenant's house or allow it to be used, for illegal or immoral purposes;
- v. vandalise or damage the Landlord's property or any part of the common parts or neighbourhood;
- vi. leave rubbish either in unauthorised places or at inappropriate times;
- vii. allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- viii. harass, threaten or assault any other Tenant, member of his/her household, visitors, neighbours, members or employees of the Landlord or any other person or persons in the house, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- ix. use or carry offensive weapons;
- x. use or sell unlawful drugs or sell alcohol;
- xi. store or bring onto the premises any type of firearm or firearm ammunition including any replica or decommissioned firearms.

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

## **12. PETS**

The Tenant is not permitted to keep any animals or pets in the accommodation without the prior written consent of the Landlord which shall not be unreasonably withheld. Any such consent shall be on the condition that the pet will be kept under reasonable supervision and control and will not soil or damage the accommodation or common areas. The Tenant must ensure that the pet does not cause nuisance or annoyance to neighbours. The Landlord is entitled to withdraw consent if the Tenant fails to comply with the terms of this Clause.

## **13 REPAIRS AND MAINTENANCE**

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

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

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

- vii. plaster work;
- viii boundary walls and fences.

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

- i. basins, sinks, baths, toilets, and showers;
- ii. gas or electric fires and central heating systems;
- iii. electrical wiring;
- iv. door entry systems;
- v. cookers;
- vi. extractor fans.
- vii smoke alarms

**13.4** The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the accommodation, which become defective through usual wear and tear; and will do so within a reasonable period of time. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the property. Should the Landlord be required to carry out the work, the Tenant must pay the cost of the repair. The Tenant hereby agrees to pay the costs of repair. This paragraph does not apply to damage caused by fair, wear and tear or vandals (provided that the Tenant has reported the damage to the Police and to the Landlord as soon as the damage is discovered).

**13.5** The Tenant agrees to give the Landlord, his agent or contractors access to the accommodation to carry out maintenance, repair or general inspection providing that written notice has been given to the Tenant at least 24 hours in advance. Said notice shall not apply in cases of emergency and the Tenant agrees to give immediate access to the Landlord in those circumstances. The Landlord reserves the right to force entry to the accommodation if access is not available.

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

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

**13.7** The Landlord will provide smoke detectors for the accommodation and keep same in good repair. The Tenant shall be responsible for the upkeep of all

smoke detectors fitted replacing the batteries as necessary, testing once a month and ensuring that they are kept in working order.

#### **14 THE REPAIRING STANDARD**

The Landlord must ensure that the accommodation meets the Repairing Standard at the start of the tenancy and at all times during the tenancy. During the tenancy this duty applies only when the Tenant informs the Landlord of work required or the Landlord becomes aware of it in some other way (inspection visit).

The Repairing Standard does not cover work for which the Tenant is responsible due to his duty to use the house in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the house. If the Tenant believes that the landlord has failed to ensure that the house meets the Repairing Standard at all times during the tenancy, the Tenant has the right to apply to the Private Rented Housing Panel (PRHP). The PRHP may reject the application; consider whether the case can be resolved by the Tenant and Landlord themselves (for example, by agreeing to mediation); or refer the Tenant's application to a Private Rented Housing Committee (PRHC) for consideration. The PRHC has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

#### **15 GAS SAFETY**

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances. The check must be carried out by a Gas Safe Registered installer. The Tenant must be given a copy of the Landlords gas safety certificate. The Landlord must keep certificates for at least two years. The Gas Safety (Installation and use) Regulations 1998 places duties on Tenants to report any defects with gas pipework or gas appliances that they are aware of to the Landlord or letting agent. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor. The Tenant is forbidden from installing his own gas appliances in the property without the prior written consent of the Landlord.

#### **16. DATA PROTECTION**

Landlords and letting agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. The Tenant undertakes to allow his details to be used for these purposes. Under the Data Protection Act 1988 the Tenant is entitled, on

payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about him and to have it amended if it is shown to be incorrect.

## **17. ENDING THE TENANCY**

This Short Assured Tenancy may be ended by:-

- 17.1** By mutual agreement in writing between the Landlord and Tenant.
- 17.2** By the Landlord serving on the Tenant a Notice to Quit terminating the tenancy at the end date and also giving two month's prior written notice that possession of the house is required in terms of section 33 of the Housing (Scotland) Act 1988.
- 17.3** By the Tenant giving the Landlord two month's notice in writing to terminate the tenancy at its end date.
- 17.4** By the Landlord serving on the Tenant a valid Notice to Quit. The Landlord may serve such notice either
  - .(i) To terminate the tenancy at its end date
  - .(ii) To terminate the tenancy where the Tenant has broken or not performed any of the obligations under this agreement.
- 17.5** By the Landlord giving the Tenant the required Notice in the prescribed format in terms of Section 19 of the Housing (Scotland) Act 1988 of their intention to commence proceedings and then subsequently obtaining an order for recovery of possession from the Sheriff Court on one or more of the following grounds set out in schedule 5 of the Housing (Scotland) Act 1988. These grounds are as follows:-

### **HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 5 PARTS I AND II**

Grounds 1-8 set out in Part 1 below are mandatory grounds: that is, if they are established the Sheriff must grant an order for possession.

Grounds 9-17 set out in Part II below are discretionary grounds, that is even if they are established, the Sheriff will grant an order for possession only if he believes it is reasonable to do so.

#### **Ground 1**

Not later than the beginning of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this Ground or the sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case)-

- (a) at any time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking

- possession, at least one of them occupied the house as his only or principal home; or
- (b) the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the house as his or his spouse's only or principal home, and neither the Landlord (or, in the case of joint Landlords, any one of them) nor any other person who, as Landlord, derived title from the Landlord who gave the notice mentioned above acquired the Landlord's interest in the tenancy for value.

## **Ground 2**

The house is subject to a heritable security granted before the creation of the tenancy and-

- (a) as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- (b) either notice was given in writing to the Tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the Sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

## **Ground 3**

The house is let under a tenancy for a specified period not exceeding eight months and-

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

## **Ground 4**

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

- (a) not later than the date of commencement of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this Ground; and

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

**Ground 5**

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

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

**Ground 6**

The Landlord who is seeking possession or, where the immediate Landlord is a registered housing association within the meaning of the [1985 c. 69.] Housing Associations Act 1985, a superior Landlord intends to demolish or reconstruct the whole or a substantial part of the house or to carry out substantial works on the house or any part thereof or any building of which it forms part and the following conditions are fulfilled (and in those conditions the Landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant Landlord" )—

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

- (b) the relevant Landlord cannot reasonably carry out the intended work without the Tenant giving up possession of the house because-
  - (i) the work can otherwise be carried out only if the Tenant accepts a variation in the terms of the tenancy and the Tenant refuses to do so;
  - (ii) the work can otherwise be carried out only if the Tenant accepts an assured tenancy of part of the house and the Tenant refuses to do so; or
  - (iii) the work can otherwise be carried out only if the Tenant accepts either a variation in the terms of the tenancy or an assured tenancy of part of the house or both, and the Tenant refuses to do so; or
  - (iv) the work cannot otherwise be carried out even if the Tenant accepts a variation in the terms of the tenancy or an assured tenancy of only part of the house or both.

### **Ground 7**

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

### **Ground 8**

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

### **Ground 9**

Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

### **Ground 10**

The following conditions are fulfilled-

- (a) the Tenant has given a notice to quit which has expired; and
- (b) the Tenant has remained in possession of the whole or any part of the house; and
- (c) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (d) the Tenant is not entitled to possession of the house by virtue of a new tenancy.

### **Ground 11**

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent, which has become lawfully due.

### **Ground 12**

Some rent lawfully due from the Tenant-

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

### **Ground 13**

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

### **Ground 14**

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the Tenant or any one of joint Tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a Tenant or a sub-tenant of his, the Tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this Ground, "the common parts" means any part of a building containing the house and any other premises, which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

### **Ground 15**

The Tenant, a person residing or lodging in the house with the Tenant or a person visiting the house has-

- (a) been convicted of-
  - (i) using or allowing the house to be used for immoral or illegal purposes; or
  - (ii) an offence punishable by imprisonment committed in, or in the locality of, the house; or
- (b) acted in an antisocial manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- (c) pursued a course of antisocial conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "antisocial", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and "Tenant" includes any one of joint Tenants."

## **Ground 16**

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the Tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

## **Ground 17**

The house was let to the Tenant in consequence of his employment by the Landlord seeking possession or a previous Landlord under the tenancy and the Tenant has ceased to be in that employment.

**17.6** At the termination of the tenancy, the Tenant agrees to return all keys to the Landlord and leave the property in the condition it was in at the commencement date, fair wear and tear excepted. The Tenant shall arrange a suitable date and time to allow the Landlord access to carry out a final inspection and provide a forwarding address for any future correspondence.

**17.7** If any items belonging to the Tenant are left in the property after the termination of the tenancy, the Landlord shall notify the Tenant to request their removal. If the Tenant fails to collect the said items within a reasonable period as specified by the Landlord, the Landlord shall be entitled to dispose of them as he sees fit.

## **18. ABANDONMENT**

If the Tenant leaves the property unoccupied for more than 28 days without having given prior notification the Landlord may conclude that the Tenant has abandoned the tenancy and proceed to terminate the tenancy under Clause 18. The Landlord may serve a notice on the tenant advising that he believes the property to be unoccupied and in the absence of any response may take steps to secure the property pending termination.

## **19. NOTICE & DECLARATIONS**

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

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

- iv. acknowledges receipt of the Tenant Information Pack and standard documentation in accordance with the Tenant Information Packs (Assured Tenancies) (Scotland) Order 2013 \*

**20. INTERPRETATION**

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

<b>Tenant Signature 1</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

<b>Tenant Signature 2</b>	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

<b>Landlord Signature</b>	Witness Signature
Landlord Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Landlord Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

<b>Guarantor Signature</b>	Witness Signature
Landlord Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Landlord Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____