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**Green House**

**Short Assured Tenancy agreement**

**This is an agreement for letting a dwelling on a fixed term Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988.**

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it.** It should be kept for the lifetime of the tenancy as you may need to refer to it in the future

# THE PARTIES

## This is an agreement for a fixed term short assured tenancy between:

Landlord: Ms Lara Land-Lord (“the Landlord”)

And

Tenants: Mr A Apple, Ms B Ball, Ms C Cat, (“the Tenant”)

Mr D Dog, Ms E Elephant

## The obligations and liabilities of the parties under this agreement are joint and several.

## Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant’s Household or visitor to do or not to do the same thing.

# THE PROPERTY

## Address and description of the Property:

Green House,

71 Landlord Lane,

Studenttown,

Housingshire,

ST5 3NT

## The Property is a five bedroom mid-terrace property over three storeys.

## The Property is fully furnished.

***Missing information:*** *The landlord’s address should be included here, whether you’re renting directly with them or through a letting agent. This will be needed if the tenant is ever to issue a court claim against the landlord. For day-to-day needs, an address is important for reporting repairs and giving notice at the end of the tenancy. If you’re renting through a letting agent, the official address given can be the agent’s, but if the tenants make a request they must be provided with the landlord’s address in 21 days. In general, it’s best to get the landlord’s address from the outset to avoid problems in the future.*

# THE TERM AND EXPIRY OF THE FIXED TERM

## The Tenancy created by this agreement:

begins on: 1st July 2014

and

ends on: 30th June 2015

## This Short Assured Tenancy may be ended by:-

### The tenancy reaching its end date and the Landlord 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 at that end date.

### By the Landlord serving on the Tenant a Notice to Quit. The Landlord may serve such notice either:

i) To terminate the tenancy at its end date, or

ii) To terminate the tenancy where the Tenant has broken or not performed any of the obligations under this agreement.

### By the Tenant giving the Landlord one month’s notice in writing to terminate the tenancy at its termination date.

### 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 set out in Section 9.

# THE RENT

## The rent is £1600.00 per month for the fixed term.

***Missing information:*** *Details of when and how monthly payments are to be made should be included here.*

## If no guarantor is provided, the Tenant will pay the first six months in advance upon signing this agreement.

# THE DEPOSIT

## The Tenant will pay a deposit of £2400.00.

***Missing information:*** *Information of the government-backed deposit protection scheme the landlord is using should be included here. The three schemes are TDS, DPS and mydeposits.*

## The Tenant agrees that the Landlord may make deductions from the deposit at the end of the Tenancy for the following purposes:

### to make good any damage to the Property or any of the items belonging to the landlord caused by the Tenant’s failure to comply with the Tenant’s obligations under this agreement;

### to replace any items which are missing from the Property at the end of the Tenancy;

1. ***Additional note:*** *This clause means it’s important to make sure an inventory is done when you move in.*

### to pay any rent which remains unpaid at the end of the Tenancy;

### to pay for the property to be professionally cleaned at the end of the tenancy in accordance with clause 7.20;

### where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord’s prior written consent, to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.

# THE GUARANTOR

## A guarantor must be provided by the Tenant, or, in the event that a guarantor cannot be provided, the Tenant must pay the first 6 months’ rent in advance.

***Document needed:*** *Ask for the copy of the guarantor form to ensure liability is limited before signing the contract.*

# TENANT’S OBLIGATIONS

## The Tenant must pay the rent in advance, on or before the dates agreed.

## The Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.

***Additional note:*** *It’s reasonable for the landlord to have this in the contract even if the tenants are students who are exempt from paying council tax, as there are often cases where the tenant ceases to be exempt during the course of a tenancy*

## The Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy.

## The Tenant must pay any television licence fee payable in respect of the Property during the Tenancy.

## The Tenant must occupy the Property as the Tenant’s only or principal home.

***Additional note:*** *This is a standard term that you would not want to remove, even though you may consider a family address to be your principal home. Tenants only retain statutory protection when they are occupying a property as their “only or principal home”.*

## The Tenant must not allow any other adults to live at the property without the written consent of the Landlord.

## The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.

***Additional note:*** *This is a standard term, even though it sounds a bit old-fashioned! It’s unlikely to cause problems for students although you can ask for the landlord’s interpretation if you are curious.*

## The Tenant must not make any noise in the property after 11pm.

***Unfair term:*** *This is unreasonable, a more reasonable clause would be*

*“The tenant must not do anything to or on the property that may reasonably be reasonably considered a nuisance or annoyance to the occupiers of neighbouring properties”*

## The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord.

## The Tenant must take reasonable care of the Property, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to):

### taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;

### taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and

### disposing of all rubbish in an appropriate manner and at the appropriate time.

## The Tenant must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord’s prior written consent.

## The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property for which the Landlord is responsible.

## The Tenant will be liable for the first £100 cost of any repairs and for the full cost of repairs where the need for them is attributable to the Tenant’s failure to comply with the obligations set out above or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant’s Household or any of the Tenant’s visitors.

***Unfair term:*** *The landlord has legal obligations for repairs outlined in 8.1, so the tenant should not be asked to pay any money for these.*

## The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant’s Household or any of the Tenant’s visitors cause the breakage.

***Additional note:*** *This is a reasonable term but it’s recommended that you report the damage to the landlord in writing to ask whether they want the tenant to arrange the repair, or want to arrange it themselves.*

## The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

***Additional note:*** *This is a standard term and is reasonable as the landlord may want to keep an eye on the property while it’s empty for security purposes. Giving this information to the landlord would also help prevent misunderstandings about whether the tenant has abandoned the property.*

## The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## The Tenant must not assign or sublet the whole or any part of the Property.

## The Tenant must give the Landlord (or any person acting on behalf of the Landlord) immediate access to the Property at all reasonable times of day for the following purposes:

### to inspect its condition and state of repair;

### to carry out the Landlord’s repairing obligations and other obligations under this agreement; and

### to carry out any inspections required by law including (but not limited to) gas safety inspections and to carry out any works, repairs or maintenance required by law.

### to show prospective tenants or purchasers around the property.

***Unfair term:*** *This term violates the right of the tenant to live in the property undisturbed. The landlord must give 24 hours’ notice if they wish to visit the property except in emergencies*

## The Tenant must return the Property and any items belonging to the Landlord in the same condition as they were at the start of the Tenancy.

***Unfair term:*** *It is reasonable to expect “fair wear and tear” to the property*

## The Tenant must pay for the property to be professionally cleaned at the end of the tenancy.

***Challenge this term:*** *Will it be professionally cleaned before you move in, and if not, why should you pay? What standard do they expect and how much will this cleaning cost you?*

## The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any Member of the Tenant’s Household or visitor and all rubbish from the Property at the end of the Tenancy. The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

## The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

***Additional note:*** *This may be for reasons such as returning the deposit, forwarding mail or chasing payments due after the end of your tenancy. There is no legal requirement for you to provide one but not doing so might be a cause of concern for the landlord.*

# LANDLORD’S OBLIGATIONS

## The Landlord shall:

### throughout the period of the tenancy maintain the Property in a wind and watertight condition and in all other respects reasonably fit for human habitation;

### Ensure that the Property 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);

### keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);

***Documents needed:*** *Ask to see the Gas Safety Certificate for the property and make sure it’s in date. Ask to see the Energy Performance Certificate which will give you an idea of the size of your energy bills. If your house has more than 3 tenants, ask to see an HMO license.*

### keep in repair and proper working order the installations in the Property for space heating and heating water; and

* + 1. Keep in repair the structure and exterior of the Property.

***Additional note:*** *The landlord has responsibility to repair furniture and appliances that are provided with the house and listed in the inventory- this comes under their obligations under the repairing standard. This is another reason why having an inventory is crucial.*

## The Landlord is not required:

### to repair anything which the Tenant is liable to repair by virtue of the Tenant’s duty to take reasonable care of the Property;

### to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or

### to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

### to pay for the first £100 of any repairs covered by clause 8.1.

***Unfair term:*** *The landlord has legal obligations for repairs outlined in 8.1, so the tenant should not be asked to pay any money for these.*

## The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant’s own belongings.

## Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant’s negligence or failure to comply with the Tenant’s obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.

# Landlord’s grounds (reasons) for possession during the fixed term

## If any of the grounds (reasons) specified in clause 9.2 apply, the Landlord may seek to repossess the Property during the fixed term by giving the Tenant notice under section 19 of the Housing (Scotland) Act 1988 of his intention to apply to Sheriff Court for possession and, subsequently, applying to the court for a possession order.

## The grounds referred to in clause 9.1 are the following grounds which are contained in Schedule 5 of the Housing (Scotland) Act 1988:

Ground 2 (mortgagee (lender) entitled to possession);

Ground 8 (at least three months’ rent arrears);

Ground 10 (tenant’s notice to quit);

Ground 11 (tenant persistently late in paying rent);

Ground 12 (rent arrears)

Ground 13 (breach of any term(s) of tenancy agreement);

Ground 14 (condition of property or common parts has deteriorated due to acts etc. of tenant or other occupant);

Ground 15 (the tenant or other person residing in or visiting the property is guilty of nuisance / annoyance in the locality or convicted of a criminal offence in relation to the property or committed in the locality);

Ground 16 (condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by tenant or other occupant).

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| --- | --- |
| **A non-refundable administration fee of £120 per tenant is payable upon signing this agreement.**  **Signed by the following parties** | |
| Tenant 1  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
| Tenant 2  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
| Tenant 3  Signature: …………………………………….  Full name (block capitals):  Address:  Date:  Tenant 4  Signature: …………………………………….  Full name (block capitals):  Address:  Date:  Tenant 5  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
| Landlord  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |

Sample tenancy agreement adapted from here:

www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy

www.nationalarchives.gov.uk/doc/open-government-licence/

www.edinburgh.gov.uk/downloads/file/1747/tenancy\_agreement\_with\_hmo\_and\_tds\_deposit\_clausedoc