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# **SCOTTISH GOVERNMENT MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT**

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**FOR THE PRIVATE RENTED SECTOR**

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## 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 Model Private Residential Tenancy Agreement (“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 Act, 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. The Model Tenancy Agreement contains a number of suggested terms which the Landlord may edit or remove as required. This category will also include any additional terms the Landlord chooses to add. Any additional terms added or edited by the Landlord must comply with the requirements of the Act, supporting secondary legislation and other relevant legislation.

Some of the mandatory and discretionary clauses contain square brackets [ ], this indicates clauses with options depending on the terms of the tenancy (such as frequency of rent payments).

Easy read notes on all of the clauses contained in this Model Tenancy Agreement are provided in the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement. If your Landlord has used this Model Private Residential Tenancy Agreement they must also give you a copy of these Notes.

The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017 provide that if a Landlord chooses not to use this Model Private Residential Tenancy Agreement, the Landlord is still legally required to give a Tenant a copy of the Private Residential Tenancy Statutory Terms Supporting Notes.

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

### Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

## SECTION 2: GLOSSARY OF TERMS & INTERPRETATION

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

- **Assignment:** Where a Tenant transfers his or her 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 Act on the basis of which an eviction order may be issued by the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal").
- **Eviction order:** an order issued by the Tribunal which brings a private residential tenancy to an end on a certain date.
- **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.
- **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 obligation that the Tenant fails to meet. The Landlord can take legal action to recover from a guarantor all payments of rent, any other obligations under this Agreement, and any other payments due to the Landlord which the Tenant is required to pay under this Agreement.
- **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.
- **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

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Tenant's only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Act.

- Registered Landlord: a person who is entered in the 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 a rent pressure zone 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 joint sub-Tenant (also see 'Jointly and severally liable' above)
- The 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.
- 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 in the singular include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions to be met by "the Tenant", including payment of the rent, apply to all such persons jointly and severally.

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# SECTION 3: MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT

## 1. TENANT

Name(s):

- (1) ██████████
- (2) XXXX

(“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) & NI Number(s):

- (1) ██████████
- (2) ██████████
- (3)
- (4)

Telephone number(s):

- (1) ██████████
- (2) XXXX

## 2. LANDLORD

Name (1): AMPG Ltd t/a Ahuja Holdings, Ajay Ahuja & Hana Mayerova

(“the Landlord(s)”)

Address (1):

U1 SOUTH FENS BUSINESS CENTRE,  
FENTON WAY,  
CHATTERIS,  
PE16 6TT

Email address(es):

- (1) ██████████

Telephone number(s):

- (1) 0 ██████████
- (2) 0 ██████████

**Registration number (Landlord 1):** Ajay Ahuja: South Lanarkshire 61325/380/04060, Glasgow City Council 61325/260/05270 Argyll&Bute 61325/130/04440 Aberdeen City 61325/100/04420 Aberdeenshire 61325/110/05010 North Lanarkshire 61325/320/04390 Inverclyde 61325/280/05140 East Ayrshire

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61325/190/05500 South Ayrshire 61325/370/05200 North Ayrshire 61325/310/05330 Renfrewshire 61325/350/05290 Falkirk 61325/240/05030 Hana Mayerova: Glasgow City 245240/260/01281 South Lanarkshire 245240/380/01411 North Lanarkshire 245240/320/01471 East Ayrshire 245240/190/20451

### 3. COMMUNICATION

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

hard copy by personal delivery or recorded delivery; or

the email addresses set out in clauses [2 or 3] and 1].

For communication by email 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 notice 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 or 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 period.

### 4. DETAILS OF THE LET PROPERTY

**Address**

18A, Cumberland Road, GREENOCK PA16 0TW

(“the Let Property”)

**Type of property:**

Residential

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

none

**Any shared areas/facilities:**

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none

**Any excluded areas/facilities:**

none

The Let Property is unfurnished. See the Inventory and Record of Condition for further details.

The Let Property **is not** 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 be increased. You can check whether the Let Property shown above is located in a rent pressure zone on the Scottish Government's website <https://www.mygov.scot/rent-pressure-zone-checker/>

The Let Property is not a House in Multiple Occupation (HMO).

## 5. START DATE OF THE TENANCY

The private residential tenancy will start on: **9.10.20**  
("the start date of the tenancy")

## 6. 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.

## 7. RENT

The rent is **£349** a calendar month payable in advance

The first payment will be paid on **9.10.20** and will be for the sum of mentioned above in respect of the period of 6 months from the start date of the tenancy. (The maximum amount of rent which can be paid in advance is 6 months' rent.)

Thereafter payments of **£349** must be received on **9th** and then subsequently on or before the same date each calendar month thereafter.

Method by which rent is to be paid: **bank transfer**  
(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances.)

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

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## 8. 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.

## 9. RENT INCREASES

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 'The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017'. 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 the increase 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 the notice.

If the Let property is located within a rent pressure zone, the Tenant cannot refer a rent increase to a rent officer as Scottish Ministers will have set a cap on the maximum amount the rent can be increased.

## 10. DEPOSIT

The Landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 working days of the start date of the tenancy.

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 start date of the tenancy or before, a deposit of £ 0 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.

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**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).**

The scheme administrator is  N/A  and

their contact details are:

N/A

**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.**

**This would include cases where a tenant has not paid all of the rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.**

**At the end of the tenancy the Landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to each party. If the Tenant disagrees with the amount, the scheme administrator will provide a dispute resolution mechanism.**

**Where the Tenant owes the Landlord an amount 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 the difference 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>)**

## **11. 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).**

## **12. NOTIFICATION ABOUT OTHER RESIDENTS**

Key:-

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**If a person 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 relationship to the Tenant.**

**If that person subsequently leaves the Let Property the Tenant must tell the Landlord.**

**The Tenant will take reasonable care to ensure that anyone living with them does not do 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".

### **13. 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.**

### **14. INSURANCE**

**The Landlord is responsible for paying 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.**

### **15. ABSENCES**

Key:-

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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 14 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.

## 16. 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.), barbecues 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.

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

### THE REPAIRING STANDARD

The Landlord is responsible for ensuring that the Let Property meets 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 start date of the tenancy 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.

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.

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- 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<sup>1</sup>.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas<sup>2</sup>.

More detail on the Repairing Standard is available in the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement, or on the Scottish Government website. 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 for Scotland Housing and Property Chamber (“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 is responsible (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) for keeping in repair the structure and exterior of the accommodation.

#### 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 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

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<sup>1</sup> [Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires](#)

<sup>2</sup> [Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing.](#)

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**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. The EICR must be completed by a suitably competent person.**

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

#### **Energy Performance Certificate (EPC):**

**A valid EPC (not more than 10 years old) must be given to the Tenant at the start date of the tenancy, unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area.**

#### **Furnishings:**

**Landlords should ensure that all upholstered furniture provided complies with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended, as evidenced by the permanent labelling.**

#### Key:-

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## **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.

### **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 is responsible for carrying 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 the clause 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 hers.

### **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 (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

## **18. 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.

## **19. ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS**

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

Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

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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.

## 20. RESPECT FOR OTHERS

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

“Antisocial 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. Harassment of a person includes causing the person alarm or distress. Antisocial 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 any other person (including children) living in or using the property to cause a nuisance or annoyance to other people by failing to take reasonable steps to prevent this;
- 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:

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- 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.

## 21. 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.

## 22. 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.

## 23. ENDING THE TENANCY

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 Act. This can happen either:-

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- **By the Landlord giving the Tenant a Notice to Leave stating 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 stating 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 stated 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 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 stating 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 in rent arrears for three or more consecutive months**
- **has a relevant criminal conviction**
- **has engaged in relevant antisocial behaviour**
- **has associated with a person who has a relevant conviction or has engaged in antisocial 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 must secure repossession only by lawful means and must comply with all relevant legislation affecting private residential tenancies.**

Key:-

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## SCHEDULE 3 TO THE ACT – 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 the Let Property as his or her only or principal home or has abandoned the Let Property.
- After the start date of the tenancy, 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 need.

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- The Tenant has breached the tenancy agreement – this excludes the payment of rent.
- The Tenant has acted in an antisocial 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 antisocial behaviour. A relevant conviction is a conviction which, if it was the Tenant's, would entitle the Tribunal to issue an eviction order. Relevant antisocial 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.
- 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

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**be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.)**

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.

## 24. CONTENTS AND CONDITION

The Tenant agrees that the signed Inventory and Record of Condition, [attached as Schedule 1 to this Agreement/ which will be supplied to the Tenant no later than the start date of the tenancy] is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the 'start date of the tenancy' section) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on 'Reasonable care'). Items to be replaced by the Tenant will be replaced by items of equivalent value and quality.

## 25. LOCAL AUTHORITY TAXES/CHARGES

The Landlord will notify the local authority that the Tenant is responsible for paying the council tax and any other associated charges.

Unless exempt, the Tenant will be responsible for payment of any council tax and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the start date and end date of the tenancy and apply for any exemptions or discounts that they may be eligible for.

## 26. UTILITIES

The Tenant undertakes to ensure that the accounts for the supply to the Let Property of [gas/electricity/telephone/TV licence/internet/broadband] 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.

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.

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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.

## 27. ALTERATIONS

The Tenant agrees not to make any alteration to the Let Property, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.

**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 and any other owners of the common parts, where appropriate. Consent for alterations requested under this legislation should not be unreasonably withheld. If no consent is given for the adaptations you may appeal to the Tribunal in relation to section 52 (or sheriff court in relation to section 37) 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.**

## 28. COMMON PARTS

In the case of a flatted Let Property, or any other Let Property having common parts the Tenant agrees, 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.

## 29. PRIVATE GARDEN

The Tenant will maintain the garden in a reasonable manner.

## 30. ROOF

The Tenant is not permitted to access the roof without the Landlord's written consent, except in the case of an emergency.

## 31. BINS AND RECYCLING

The Tenant agrees to dispose of or recycle 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 or recycled in the appropriate container. If rubbish is normally

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collected from the street, on the day of collection it should be put out by the time specified by the local authority. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after it has been collected. The Tenant must comply with any local arrangements for the disposal of large items.

## 32. STORAGE

Nothing belonging to the Tenant or anyone living with the Tenant or a visitor may be left or stored in the common stair if it causes a fire or safety hazard, or nuisance or annoyance to neighbours.

## 33. DANGEROUS SUBSTANCES including liquid petroleum gas

The Tenant agrees to the normal and safe storage of any petroleum and/or gas, including liquid petroleum gas, for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances. The Tenant must not store, keep or bring into the Let Property or any store, shed or garage any other flammable liquids, explosives or explosive gases which might reasonably be considered to be a fire hazard or otherwise dangerous to the Let Property or its occupants or the neighbours or the neighbour's property.

## 34. PETS

The Tenant will not keep any animals or pets in the Let Property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common areas, nuisance either to neighbours or in the locality of the Let Property.

## 35. SMOKING

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the Let Property, without the prior written consent of the Landlord.

The Tenant will not smoke in stairwells or any other common parts.

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## 36. ADDITIONAL TENANCY TERMS

### Tenant Declarations

That the tenant has confirmed the existence of a fire blanket in the kitchen, confirmed the existence and tested the mains wired smoke alarm(s) and carbon monoxide alarm and viewed the results of the electrical test on the installations and are satisfied that the mains wired smoke alarm(s), carbon monoxide alarm, fire blanket and electrical installations are in working order.

I hereby give my authority to allow anyone who is involved with my housing benefit application or ongoing housing benefit payments to fully disclose anything in connection with my housing benefit to any representative of Ahuja Holdings. Ahuja Holdings have kindly given me this tenancy at below market value rent in order for me to secure and retain this tenancy. I also have trouble managing my own finances and I would be tempted to spend the first rent cheque on other things than my rent. Therefore I request my rent is paid directly to my landlord: Account Name: AHUJA HOLDINGS Account Number: 41950434 Sort Code: 09-06-66.

I hereby give my authority to the Department Of Work & Pensions to disclose and share any information held by them with the landlord in connection with any aspect of my Universal Credit claim or indeed any other matters that may arise.

I can confirm that I have been handed a physical copy of the tenancy agreement and AT5, viewed and taken custody of the tenant's copy of the Gas Safety Certificate at the main gas appliance, an EICR and been given the Tenant Information Pack electronically via text (where the text contains a link to the T.I.P. being [www.ahuja.co.uk/tip](http://www.ahuja.co.uk/tip)) and confirmed receipt of the Tenant Information Pack electronically by sending a text back.

To formally end the tenancy I will, in addition to giving 28 days written notice, return all keys to the property to U1, South Fens Business Centre, Fenton Way, Chatteris, Cambs, PE16 6TT by recorded post.

### Landlord Declarations

I can confirm that I have given the tenant:

Tenancy agreement, Gas Safety Certificate (if applicable), Tenant Information Pack, EICR

I can also confirm that all smoke, heat and carbon monoxide alarms have been tested to make sure they are working correctly prior to entering this tenancy.

I can also confirm that a legionella risk assessment has been performed and no adverse results have been found prior to entering this tenancy.

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## 37. THE GUARANTOR

The Guarantor guarantees all payments of rent, any other obligations under this Agreement, 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.

### **Guarantor 1**

Name(s) of Tenant(s) for whom Guarantor 1 will act as Guarantor:

Signature:

Full Name (Block Capitals):

Address:

Date:

### **Guarantor 2**

Name(s) of Tenant(s) for whom Guarantor 2 will act as Guarantor:

Signature:

Full Name (Block Capitals):

Address:

Date:

### **Guarantor 3**

Name(s) of Tenant(s) for whom Guarantor 3 will act as Guarantor:

Signature:

Full Name (Block Capitals):

Address:

Date:

### **Guarantor 4**

Name(s) of Tenant(s) for whom Guarantor 4 will act as Guarantor:

Signature:

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Full Name (Block Capitals):

Address:

Date:

**Guarantor 5**

Name(s) of Tenant(s) for whom Guarantor 5 will act as Guarantor:

Signature:

Full Name (Block Capitals):

Address:

Date:

**38. 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.

**Tenant1**

Full Name (Block Capitals): Francis McKellar

Signature: 

Date: 9.10.20

**Tenant2**

Full Name (Block Capitals): XXXX

Signature: XXXX

Date: XXXX

Key:-

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**Landlord 1**

Full Name (Block Capitals):

AMPG LIMITED T/A AHUJA HOLDINGS  
AJAY AHUJA  
HANA MAYEROVA

Address:

U1 SOUTH FENS BUSINESS CENTRE,  
FENTON WAY,  
CHATTERIS,  
PE16 6TT

Signature:

Ajay Ahuja (director)

Ajay Ahuja

Hana Mayerova

Date:

9.10.20

Private residential tenancies are not subject to the Requirements of Writing (Scotland) Act 1995, so this Agreement can be 'signed' by the Tenant(s) and Landlord(s) typing their names into the electronic document and sending it by email if all parties agree to this. A physical copy can be signed instead if this is preferred.

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# Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement

## EASY READ NOTES FOR THE SCOTTISH GOVERNMENT MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT

### Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

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## INTRODUCTION

These Notes can help you understand your tenancy agreement if you have a private residential tenancy. They will also help you to know about your rights, and about the things you should be doing or not doing during your tenancy. These Notes also explain what to do if your landlord interferes with your rights, or if there is a problem between you and your landlord about your tenancy.

It's the law that your landlord must give you a written tenancy agreement. The Scottish Government has produced a model tenancy agreement, which landlords can use for a private residential tenancy. This is called the 'Model Private Residential Tenancy Agreement'. Landlords do not have to use this tenancy agreement if they do not want to. They can use a different tenancy agreement as long as it sets out all of the statutory terms.

Your landlord is also required to give you a copy of these Notes as your landlord has used the Model Private Residential Tenancy Agreement. These Notes explain all of the different parts of your tenancy agreement. Each part of the Model Private Residential Tenancy Agreement is numbered, and you will be able to look for the same numbers in these Notes to find information about each part.

The things in **bold** on your Model Tenancy Agreement are things that laws say that you or your landlord must do, or must not do. The laws which say these things are listed at the end of these Notes. These Notes will help you understand these clauses.

If what's written isn't in bold, your landlord did not have to include these clauses. The Scottish Government has given your landlord suggested wording for these clauses, which your landlord can use if they want to. If your landlord has used the suggested text, these Notes will help you to understand this text. If your landlord has used their own wording for a clause, or chosen not to include it at all, these Notes will not give information about that clause. If you need more information about any clauses which are not in these Notes, you may want to discuss them with your landlord, or contact the advice groups listed at the end of these Notes.

If you have a new tenancy, your landlord must give you your tenancy agreement and a copy of these Notes before the end of the day on which the tenancy starts.

If you have a different type of tenancy which is changing into a private residential tenancy, your landlord has 28 days after the day when the tenancy becomes a private residential tenancy to give you your new tenancy terms and a copy of these Notes.

If your landlord does not give you written terms of the tenancy or these Notes when they are supposed to, you can apply to the First-Tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal"). The Tribunal may then give you a written tenancy and/or order your landlord to pay you up to three months' rent.

You must give your landlord 28 days' notice if you are going to apply to the Tribunal for this reason, and you must apply using the 'Tenant's notification to a landlord of a referral to the First-tier Tribunal for failure to supply in writing all tenancy terms

### Key:-

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and/or any other specified information'. There are guidance notes available to help you to fill in this form if needed.

### In these Easy Read Notes:

- The word "**Agreement**" means the tenancy agreement for the property which is being leased; and
- The "**Tribunal**" is the First-Tier Tribunal for Scotland Housing and Property Chamber, which deals with disputes for tenancies of homes. The process should be easy and there is no cost to apply to the tribunal. You can access the form here:

<https://www.housingandpropertychamber.scot/sites/default/files/hpc/REPAIRS%20APPLICATION%20FORM%20CHAMBER.pdf>

The Form has guidance notes to help. You can also get help from the advice groups listed at the end of these Notes.

- The **landlord** might appoint an **agent** to manage the Agreement and if they do, then when these Notes refer to the landlord, in practice that might instead be a reference to the landlord's agent who will be acting on behalf of the landlord.

## 1. Tenant

If there is more than one person named on the Agreement as the Tenant the tenancy will be a **joint tenancy**. This means that each person is responsible on their own individually - as well as equally along with all of the others - for all of the payments and other things the tenant is required to do under the tenancy. For example, if any of the tenants in a joint tenancy fell into rent arrears, the landlord could ask one of the other named tenants to pay the money owed.

That person must pay the landlord the full sum that is owed and then try to get the other people who are also joint tenants to repay them their share.

The addresses the tenant(s) provides will usually be their current addresses and not the property that is being rented and that they are going to move into under the Agreement.

The Agreement could include details of tenant email addresses and telephone numbers.

- If the Landlord and Tenant agree that formal written notices will be given by email instead of by letter (see Note 4 – Communication), then email addresses must be provided. If the Agreement does not allow notices to be given by email then it is not essential for email addresses to be given.
- The Agreement does not say that any formal notice or other communication can be done by telephone, so it is not essential for telephone numbers to be given. But it might be useful to have

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telephone numbers available in an emergency or to speed up communications between the landlord and tenant.

## 2. Landlord

The names and addresses of the landlord(s) should be shown on your Agreement.

Landlord email addresses and telephone numbers might also be given.

- If the Landlord and Tenant agree that formal written notices will be given by email instead of by letter (see Note 4 – Communication) then email addresses must be shown here. If the Agreement does not allow notices to be given by email then email addresses don't need to be given.
- The Agreement does not say that any formal notice or other type of contact can be made by phone, so phone numbers don't need to be given. However, it might be useful to have phone numbers in an emergency or to speed up contact between the landlord and tenant.

The registration number of the landlord should be given. This is the landlord's number under the landlord registration scheme run by local councils. The idea of this scheme is to make sure that a private landlord is a "fit and proper person" before that landlord can rent out property. Landlords must register and tenants can check if their landlord has registered by looking them up at <https://www.landlordregistrationscotland.gov.uk/>

## 3. Communication

You can sign this agreement "electronically" by typing your name - instead of signing a paper copy. It will still be a legal document that the landlord and tenant must comply with by law.

The Agreement should say whether notices and letters must be sent by paper letter form only or whether emails will be used instead.

The tenant does not need to agree to receive notices under the Agreement by email. If the tenant agrees to receive notices by email this could include important messages. For example telling the tenant that the rent is to go up or that the Tenancy is being brought to an end. You should think about whether email would be the right way to receive important information. The landlord and the tenant must tell each other about changes to their email addresses.

If you don't inform your landlord about a change of email address you might miss an important email such as a Notice to Leave. That would mean that the Notice to Leave sent to the old email address would still be accepted by the Tribunal as having been properly sent even though the notice was not actually received by the tenant. In this case you can still be evicted.

When the notice is sent by email or recorded delivery post, then an extra 2 days should be added to the notice period to allow time for delivery. This is required by law, even if it is not stated in the tenancy agreement. This applies

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both when a tenant is sending a notice to their landlord, or when a landlord is sending a notice to their tenant.

For example, if one month's notice needs to be given before 31 December 2017, then if the notice is being given by post or by email, it should be posted or emailed no later than 28 November 2017. If the notice is being delivered by hand, it should be delivered no later than 30 November 2017.

#### 4. Details of the property

The Agreement will contain the address and other details about the property - for example whether the property is a flat or a bungalow.

The Agreement should make it clear:

- what areas and facilities are included in the property and if any of those are to be shared; and
- what (if any) areas are not included.

This information is helpful if the property is part of a larger building where it might not be obvious which parts of the larger building are included in the property being let.

The Agreement may list shared areas, such as a shared garden or communal entrance area.

The Agreement may list parts not included in the property being let, such as, for example, a part of the garden or a parking space which is only to be used by another tenant of the building.

The Agreement should say whether or not the property is to have any furniture provided by the landlord. If there is furniture, it will probably be listed in an Inventory and Record of Condition. This is a list of all the items included so that the landlord and tenant can agree what was there at the start of the Agreement, and the condition of these things at the start of the Agreement.

The Agreement should say whether the property is in a Rent Pressure Zone. If it is, then the landlord will only be allowed to increase the rent by a certain amount each year. More information on this can be found on the Scottish Government's website: <https://beta.gov.scot/publications/private-residential-tenancies-tenants-guide/#rent-and-other-charges>

The Agreement should say whether the property is a House in Multiple Occupation (HMO). A home is an HMO:

- if it is occupied by three or more adults (aged 16 or over)
- they are from three or more families
- the home is their only or main residence
- it is either a house, premises or a group of premises owned by the same person with shared basic amenities (a toilet, personal washing facilities,

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and facilities for the preparation or provision of cooked food) (as defined in section 125 of the Housing (Scotland) Act 2006)

If the property is an HMO, the Agreement should give the 24 hour contact number and the date on which the licence for the HMO will finish.

HMO landlords must have a licence from the local authority to make sure that the property is managed properly and meets legal safety standards. Because the landlord needs to get a licence if the property is an HMO, it is important that the tenant tells the landlord if extra people move into the property (see Note 13 – Notification about other Residents).

## 5. Start date of the Tenancy

The Agreement must state the date when the tenancy begins, which will be when the tenant can move into the property.

## 6. Occupation & Use of the property

The tenant is to live at the property as the tenant's home.

The tenant must get the landlord's written consent, in advance, if the tenant wants to use the property for any work or business, in addition to living in the property.

There are many reasons why a landlord might not agree to allow any work or business use of the property, including for example:

- the deeds which set out the landlord's ownership of the property do not allow that use; or
- the planning permission (from the local council) for use of the property does not allow work or business use; or
- the landlord thinks that the actual work or business which the tenant wants to do at the property would be likely to disturb or annoy neighbours; or
- use of the property for any work or business might make the landlord's insurance for the property more expensive or even invalid; or
- the terms of the landlord's mortgage policy do not allow the property to be used for work or business.

## 7. Rent

The Agreement should specify the amount of rent, and how often that amount is to be paid. The payment times might be weekly, every 2 weeks, every 4 weeks, monthly, 4 times a year or once every 6 months.

The rent payments could be due to be paid in advance (at the beginning of each such amount of time) or in arrears (after that amount of time has passed). The maximum amount of rent which a landlord can ask their tenant to pay in advance is 6 months' rent.

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The Agreement should say:

- the date on which the first payment is to be made and how long that amount of money will cover; and
- on which date rent will next need to be paid.

The Agreement lets the landlord say how the rent should be paid. For example, the landlord might want the rent payments to be paid by bank transfer or by cheque. It is possible for the tenant to pay using another way, if that is fair. For instance, it might not be considered fair to pay the rent by a method which would result in a high bank charge to the landlord, such as payments made using some credit cards.

The Agreement should also state if any services are to be included in the rent. This is to make it clear that the tenant would not have to pay extra for those services. For example, the rent might include the cost of lighting a shared hall or stair cleaning costs. Any services which are paid monthly should be included as part of the rent. For example, if a landlord pays for stair and window cleaning and charges the tenant monthly for this cleaning that would be included. The services which are included in the rent should be listed in the Agreement along with the amount for each service.

Where there are one-off payments throughout a tenancy, such as where the landlord agrees to carry out a repair for the tenant for a fee, then this will not form part of the rent.

The landlord is not allowed to charge a tenant for other services - such as the cost of preparing a lease, 'key money', administration charges, or for the cost of preparing an inventory etc. These charges are known as 'premiums'. If the landlord charges a premium, the tenant should write and ask for a refund. If the landlord refuses to provide a refund, then a claim could be made through the Tribunal. The tenant could also contact the local council's landlord registration team, or, if the landlord holds a HMO licence, the tenant could contact the local council's licensing team to help with this.

Rents of tenants with a private residential tenancy in a rent pressure zone can only rise, each year, by an amount set by Scottish Ministers which is linked to inflation (rises in the cost of living generally). More detailed information on this is available at <https://beta.gov.scot/publications/private-residential-tenancies-tenants-guide/#rent-and-other-charges>

A landlord in a Rent Pressure Zone can also apply to the Rent Officer to allow a further increase to your rent because the landlord has done work to improve the property. This increase in rent would be in addition to any inflation related increase in the rent.

## 8. Rent Receipts

If the tenant pays rent in cash then the landlord must give the tenant a written receipt.

That receipt must show:

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- the amount paid,
- the date on which that amount was paid; and
- whether the rent is now paid up to date - and, if it is not, how much is still to be paid.

## 9. Rent Increases

The rent can only go up once a year. Before the rent can go up, the tenant must be given an official notice called a rent-increase notice. This notice might be sent by email if the Agreement allows for this. Any rent-increase notice must be given to the tenant by the landlord at least 3 months before the date that the rent is to go up.

If the tenant receives a rent-increase notice, and the tenant thinks that the new rent would be higher than is being charged at that time for similar properties, then the tenant can ask a Rent Officer to decide whether the increase is fair.

"Fair" here means an amount similar to the rent which is, at that time, being charged for similar properties on new lettings. It does not mean how much the tenant can afford to pay.

Tenants must follow certain steps to ask the Rent Officer to make this decision and there is a 21 day time limit for this to be done. If these steps are not followed by the tenant within the 21 day time limit then the tenant will lose their right to challenge the rent increase - and the rent will be increased to the amount wanted by the landlord.

These steps are as follows:

- The tenant must return Part 3 of the rent-increase notice to the landlord - to tell the landlord that the tenant intends to ask the Rent Officer to decide whether the rent increase is fair;
- The tenant then fills in a form called the Tenant's Rent Increase Referral to a Rent Officer under section 24 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 to be used for this purpose, a copy of which can be accessed on the Scottish Government website, or through Rent Service Scotland –see Useful Contacts and Links at the end of these Notes; and
- The tenant then sends the finished form to the Rent Officer.

All of this must be done within 21 days after the tenant receives the rent-increase notice. If this is not done then the rent increase will go ahead.

If the tenant accepts the rent increase, they should return Part 3 of rent-increase notice to the landlord to tell them that.

Part 3 of the rent-increase notice can also be returned to the landlord by the tenant to say if the tenant has not been given long enough notice of a rent increase - so if less than 3 months' notice was given. If the landlord gives less than the 3 months' notice, then the tenant will not need to pay the increased

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rent until 3 months have passed. So the landlord cannot try and increase the rent on one month's notice for example.

If the property is in a Rent Pressure Zone, the tenant cannot go to a Rent Officer about the rent increase. That is because the Scottish Ministers have already limited the amount by which the rent can be increased. (See Note 8 – Rent). As the landlord cannot increase the rent higher than the cap, the tenant doesn't need to pay any rent above the cap. The tenant has a number of options:-

- only pay the rent up to the limit of the cap as the tenant is at no risk of eviction;
- contact one of the advice groups listed at the end of these Notes; or
- apply to the Tribunal to draw up the terms of the tenancy (as the terms of tenancy have changed as the rent has increased).

You should tell your landlord what you intend to do. In any event, if you apply to the Tribunal, your landlord must be given 28 days' notice.

## 10. Deposit

When a tenant moves into a rented home, most landlords will ask for a deposit. This is a sum of money which acts as a guarantee against various things. These are things like damage that the tenant may do to the property, costs for any cleaning which may be needed, bills (for example electricity) that are left unpaid, as well as any unpaid rent.

The total amount of the deposit cannot be more than 2 months' rent. If the tenant is charged more than two months' rent, then the tenant can contact Shelter Scotland or a Citizens Advice Bureau for advice about claiming back the extra amount.

A deposit must be held by a tenancy deposit scheme until the end of the tenancy. This is to stop the landlord using a deposit as if it was the landlord's own money. Tenancy deposit schemes are run by independent companies which are approved by the Scottish Government. The landlord has to pay the deposit to one of the schemes within 30 working days from the start of the tenancy. (Working days are usually Monday to Friday - so 30 working days is usually 6 weeks.) There will be no charge to the tenant or landlord to pay the deposit into one of the schemes.

The tenant should receive a letter or email from the tenancy deposit scheme confirming that their deposit has been lodged. The letter will set out the amount of the deposit and explain how it will be repaid and how any disputes can be settled.

If the tenant does not receive a letter from an approved deposit scheme after 6 weeks, they should contact their landlord. If the landlord has not lodged their deposit, the tenant should raise a complaint with the Tribunal. If the landlord has not used one of the schemes, the Tribunal can order the landlord to pay up to 3 times the deposit to the tenant.

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Within 30 working days after the start of the tenancy the landlord must give the tenant all of this information about the deposit:

- the amount of the deposit;
- the date that the landlord received the deposit and the date that the landlord paid the deposit into a scheme;
- the address of the property to which the deposit relates - so the property let to the tenant;
- a statement from the landlord confirming the landlord is registered or has applied to be registered with the local council;
- the name and contact details of the tenancy deposit scheme where the deposit was paid; and
- the terms on which the deposit is held - including (1) when the deposit is to be returned to the tenant and (2) the circumstances where the landlord can be paid some or all of the deposit at the end of the tenancy, instead of the deposit being paid back to the tenant.

Examples of money that the landlord can ask to be paid by the scheme (and not paid back to the tenant) are:

- unpaid rent
- other amounts not paid or the cost of any repairs needed if the tenant caused the damage
- to pay bills left unpaid by the tenant

If there are no issues like that at the end of the tenancy, then the landlord should ask the scheme to pay the full amount of the deposit back to the tenant.

At the end of the tenancy the landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to the tenant and the Landlord.

The deposit scheme will contact the tenant to check whether the tenant agrees with the landlord's figures.

Different things happen, depending on whether the tenant agrees with the landlord's figures or not:

- If the tenant agrees with the landlord's figures, then the scheme will pay those amounts to the landlord and tenant.
- If the tenant does not agree with the landlord's figures, then the tenant must contact the landlord. The landlord and the tenant need to try to agree what, if any amount, is to be deducted from the deposit and kept by the landlord. If the landlord and tenant cannot agree, the tenant can ask the Tenancy Deposit Scheme which holds their deposit to use their

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dispute resolution process. The dispute will be sent to an independent adjudicator who has the role of reaching a decision in a dispute. The adjudicator will be given any evidence (for example photographs or receipts) and will come to a decision about the amount (if any) to be given by the scheme to the landlord and the amount to be repaid to the tenant.

If the tenant does not respond within 30 days, then the landlord will be paid the amount that the landlord requested be deducted for rent, repairs and other costs - and the rest (if anything is left) will be repaid to the tenant.

If the landlord has not, by the time that the tenancy ends, asked the scheme to release the deposit, then the tenant can apply to the deposit scheme for repayment. In that case, the deposit scheme will contact the landlord to ask whether the landlord agrees that the whole deposit should be repaid to the tenant or whether the landlord thinks that an amount should be taken off and paid to the landlord.

If the landlord does not agree that the whole deposit should be repaid to the tenant, then the landlord can try to agree the figures with the tenant. But if the landlord and tenant cannot agree the figures, then the decision is referred to an independent decision-maker.

## 11. Sub-letting & Assignment

The Agreement will probably only give the landlord's permission for the tenant(s) that are named in the Agreement to live in or use the property.

The tenant is not allowed to:

- enter into another agreement to sublet the property (or part of it) to another person, or
- take in a lodger, or
- enter into an agreement to try to transfer the tenancy (or part of it) to somebody else, or
- allow another person to start living in the property (or part of it) or using it for some other purpose.

As a general rule, if the tenant wants to allow anyone else to live in or use the property as their only or main home, then the tenant must get the landlord's written permission. The landlord does not have to give that permission.

## 12. Notification about other Residents

If a person who is over 16 lives at the property with the tenant as their only or main home, then the tenant has to write to the landlord (or email the landlord if email is the agreed method of contact). The tenant's letter (or email) must tell the landlord the name of the person who has started to live at the property with the tenant and the tenant's relationship with that person. Then, if that

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person leaves the property, the tenant must also tell the landlord that this has happened. For example, if a couple take a joint tenancy and live with their two children aged 14 and 15, when each of those children become 16, the Landlord should be notified. Also, where a husband takes a single tenancy but lives with his wife, he should notify the landlord that his wife lives with him.

If a tenant dies while they are the only tenant under a private residential tenancy, a partner, family member or carer can inherit their tenancy under certain conditions, as long as the tenant did not inherit the tenancy from someone else in the first place.

In order for a person to inherit the tenancy, they must:

- have been living in the property as their only or main home at the time of the tenant's death, and
- the tenant must have already notified the landlord .

There are several types of relationship with the tenant which might allow someone to inherit the tenancy:

1. If the person was married or in a civil partnership with the tenant at the time of the tenant's death, the person will inherit the tenancy, as long as:
  - they have been living in the property as their only or main home at the time of the tenant's death, and
  - the tenant must have already notified the landlord .
2. If the person was a partner of the tenant (but was not married to them or in a civil partnership with them) to be allowed to inherit the tenancy:
  - they must have been living in the property as their only or main home **for at least 12 months without any breaks** up to the tenant's death, and
  - the tenant must have already notified the landlord

The 12 months will be counted from the time when the tenant told the landlord that the person was living in the property. Any time when the person was living in the property before the landlord was told will not count.

3. If the tenant does not have a partner to inherit their tenancy, any **qualifying family members** who are at least 16 years of age when the tenant dies can inherit the tenancy, if:
  - they have been living in the property as their only or main home **for at least 12 months without any breaks** up to the tenant's death, and
  - the tenant must have already notified the landlord

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The 12 months will be counted from the time when the tenant told the landlord that the person was living in the property. Any time when the person was living in the property before the landlord was told will not count.

More information on this is available on the Scottish Government website.

The tenant has to take care that no one living with the tenant at the property does anything that would break the rules of the Agreement. If any person living with the tenant at the property breaks the rules of the Agreement, then the tenant will be responsible for that (as if the tenant was the person who had broken the rule) and, for example, would have to pay for anything broken by that person.

If the property is not a House in Multiple Occupation or HMO (see Note 5 – Details of the property) at the start of the Agreement, then the tenant has to make sure that, by letting other people (who are not part of the tenant's family) move in and use the property as their only or main home, the property does not become an HMO.

The tenant would have to pay the landlord back for any fines or other money that the landlord ends up paying because the property has become an HMO. This would include any fines or penalties payable by the landlord because the property is being used as an HMO without being registered as one.

### 13. Overcrowding

The tenant must not allow the property to become overcrowded. If the tenant does allow this to happen, then the landlord can evict the tenant.

What counts as overcrowding for a property depends on the number and size of the rooms, as well as the age, gender (male or female) and relationships of the people that live there.

There is a **room standard** and a **space standard** when working out if there is overcrowding. The Scottish Government's Guidance to local authorities gives details of the standards at Annex A. This guidance can be accessed here:

<http://www.gov.scot/Resource/0038/00387514.pdf>

If too many people do live at a property, the local authority might do something to stop the overcrowding.

A home is an HMO:

- if it is occupied by three or more adults (aged 16 or over)
- they are from three or more families
- the home is their only or main residence
- it is either a house, premises or a group of premises owned by the same person with shared basic amenities (a toilet, personal washing facilities,

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and facilities for the preparation or provision of cooked food) (as defined in section 125 of the Housing (Scotland) Act 2006)

The local authority will tell the landlord how many people are allowed to live in any HMO property.

More advice on overcrowding is available from Shelter Scotland or the council.

#### 14. Insurance

The landlord will pay the premiums if they insure the property and any items which belong to the landlord, for example any furniture on the inventory.

The tenant can choose whether or not to insure the things that the tenant brings into the property. Insuring the tenant's belongings is not the responsibility of the landlord.

The tenant must pay for the cost of any damage caused by the tenant (or by any visitors) to the property or fixtures and fittings, for example kitchen cupboards, fitted wardrobes and fitted kitchen appliances.

Any defect or breakdown caused by normal wear and tear does not need to be paid for by the tenant. Wear and tear is allowed, because if you use something in the normal way, then it will become worn out over time. The tenant should not have to pay to replace things which have just been worn out by being used in a normal way.

#### 15. Absences

A long absence from the property may affect the landlord's insurance costs. If the tenant is not going to be at the property for more than 2 weeks at a time, then the tenant must do three things:

- Before the property is left unoccupied, the tenant must tell the landlord that they won't be there and for how long;
- Before leaving, the tenant must do anything reasonable that the landlord has asked the tenant to do to keep the property secure during the tenant's absence - this means to stop the property being broken into or lived in by anyone else; and
- Before leaving, the tenant must have checked the property to be sure that, during the tenant's absence, reasonable care will still be taken of the property, as set out in Note 17 – Reasonable Care. For example, if the property is going to be empty during the winter time the tenant should make sure that (1) the heating is on timer, to stop the property getting damp inside and (2) the water is turned off, to prevent damage that might be caused by burst pipes.

#### 16. Reasonable Care

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The tenant must take reasonable care of the property and of any common areas that the tenant is allowed to use.

"Reasonable care" is the sort of care that a reasonable occupier would take to keep the property in good condition, to keep safety systems in working order and to limit the risk of any harm being done to other properties or to neighbours.

Such "reasonable care" under the Agreement includes, for example, the tenant taking all reasonable steps to:

- keep the property adequately ventilated (aired out) and heated;
- not bring any hazardous (dangerous) or combustible (easily catch fire) goods or material into the property. The tenant can keep petrol and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances in the property (or garden shed) provided that these things are safely stored in appropriate containers;
- not put any oil, grease or other harmful or corrosive substance into any toilet, sink, bath, shower, washing machine, dishwasher or drain;
- prevent water pipes freezing in cold weather - by not removing any lagging and by keeping the property appropriately heated;
- avoid danger to the property or neighbouring properties by way of fire or flooding - for example, not leaving lit candles unattended or overloading electricity sockets with too many plugs or leaving taps running;
- keep the property and its fitted items clean;
- not to do anything to stop the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system from working as they should; and
- not to remove or prevent the working of or do anything else to door closer mechanisms.

## 17. The Repairing Standard Etc & Other Information

### 18.1. The Repairing Standard

The landlord must ensure that the property is in the condition, and has the facilities, set out in the **Repairing Standard**.

If the property is not in that condition, or does not have any of those facilities, the tenant or the local council can apply to the Tribunal to tell the landlord to do what is needed.

The Repairing Standard means:

- The property must be wind and water tight and in all other respects fit for people to live in. For example, there should not be any gaps

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between window or door frames and walls or any missing roof slates or tiles, which result in wind or rain getting into the property.

- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order. For example, walls must be in a reasonable condition, as must roofs so as to avoid water leaking through the roof into the property.
- Installations for water supply, gas and electricity and for sanitation, heating and heating water must be in a reasonable state of repair and in proper working order.
- Pipes, tanks, boilers, meters and cables, toilets, radiators and other heaters - must all 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. Appliances include, for example, kitchen and laundry equipment such as cookers, microwave ovens, fridges and freezers, washing machines, tumble dryers, kettles, toasters and the like.
- Any furnishings (such as chairs, settees and beds) that the landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed. One thing that this will mean is that they meet fire retardant standards (see Note 18.8 – Furnishings).
- The property must have a way (such as smoke alarms wired to the mains electricity supply - not battery powered) of detecting fires and for giving warning in the event of a fire or suspected fire. (The Scottish Government guidance on this is found at <https://beta.gov.scot/publications/fire-safety-guidance-private-rented-properties/>)
- The property must have a way to warn if carbon monoxide is present in a concentration that is dangerous for people. (The Scottish Government guidance on this is found at <https://beta.gov.scot/publications/carbon-monoxide-alarms-in-private-rented-properties-guidance/>)

Before the tenancy begins, the landlord must check whether the property meets the Repairing Standard. If it does not, the landlord must notify the tenant of any work that needs to be done to make the property meet the Repairing Standard - and the landlord must then get that work done (at the landlord's cost) within a reasonable time.

The landlord must also make sure the property meets the Repairing Standard throughout the tenancy - except that the landlord does not have to repair any damage that was caused by the tenant (which goes beyond normal wear and tear).

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If the tenant tells the landlord about a defect, then the landlord must fix it within a reasonable time. If the landlord causes any damage when they are carrying out repairs, the landlord must also repair that damage.

If the tenant thinks the landlord has failed to make sure the property meets the Repairing Standard, then the tenant should first contact the landlord. If the landlord does not sort the problem out, then the tenant can apply to the Tribunal.

The Tribunal might do one of three things:

- It might reject the application; or
- It might agree with the tenant and order the landlord to carry out repairs; or
- It might suggest that the dispute could be resolved by both the tenant and the landlord, perhaps with the help of mediation - which is a third person meeting with the landlord and tenant to try to find a way of sorting things out.

If the landlord is ordered to carry out repairs, the order will give them a reasonable amount of time to carry out the repairs. If they do not do so, the Tribunal can issue a rent relief order. The rent relief order is an order reducing the rent the tenant has to pay by an amount not exceeding 90%. The tenant should not withhold rent without a rent relief order being issued by the Tribunal.

## 18.2. Structure & Exterior

The landlord must keep the structure of the building in good repair.

This includes:

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

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Sometimes the landlord might be responsible, along with owners of homes nearby, to keep certain common parts of a building or walls between two properties in good repair. Examples of this might be where the property is a flat in a tenement building. In that case the common parts would usually include items such as the roof, common doors, the staircase giving access to all flats and the back court area. The landlord would need to carry out repairs to these things - but this would be shared with the owners of all of the other flats within the tenement.

### 18.3. Gas Safety

If the property has a gas supply, then the landlord must arrange for a gas safety check to be carried out, by a gas safe registered engineer, on all gas pipes and appliances (for example fire, hob, oven and boiler) in the property which have been supplied by the landlord. This must be done every year.

After each yearly check, the engineer signs a Landlord Gas Safety Record, which notes the results of the checks and confirms whether each gas appliance meets the safety standard it needs to.

The landlord must make sure that the property is safe. If the tenant has any concerns about the safety of any gas item in the property, or knows that any gas appliances or pipework are not working properly - for example, there's a smell of gas or the pilot light in a boiler does not stay lit - then the tenant must tell the landlord.

The landlord must give the tenant a copy of each yearly Landlord Gas Safety Record which is issued by the gas safe registered engineer. If the landlord does not do this, the tenant can contact the Health & Safety Executive for advice or can get gas safety advice at [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk). Also, the tenant could contact the local council, which could require the landlord to provide the Record to the tenant or face losing their registration as a landlord with the local council.

If a gas engineer decides that any gas appliance is unsafe - which is often called "condemned" - then the tenant must not use that appliance.

Carbon monoxide detectors go off (so the alarm sounds) if carbon monoxide is present in a property. Carbon monoxide is a dangerous gas which can cause illness or even death. Unlike the gas which powers the appliances in a property (like the boiler and hob), carbon monoxide does not have any smell - the only way to know that carbon monoxide is in a property is by having a carbon monoxide detector. Because of this, the landlord must have carbon monoxide detectors installed in the property if there are appliances which use carbon based fuel - which would be gas, wood, coal, other solid fuel or oil.

A carbon monoxide detector must be in:

Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

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- each room or inter-connected space such as a garage, that has a fixed carbon based fuel powered appliance (except one solely used for cooking) - so, for example, every room or inter-connected space that has a fire, heater or a boiler; and
- if the flue from any carbon based fuel powered appliance passes through any bedroom or living room, then in each of those rooms too.

The Scottish Government guidance about carbon monoxide alarms in private rented homes is at <https://beta.gov.scot/publications/carbon-monoxide-alarms-in-private-rented-properties-guidance/>

#### 18.4. Electrical Safety

The landlord must ensure that all electric fittings and items in the property are in a reasonable state of repair and in proper and safe working order.

As part of this duty to keep electric fittings and items in a reasonable state of repair, the landlord must arrange for an electrical safety inspection to be carried out at least every 5 years. That inspection must be carried out by a qualified person who then issues two reports:

- an Electrical Installation Condition Report (EICR) on any fixed installations; and
- a Portable Appliance Testing Report (PAT) on moveable appliances - and the inspector should also stick a label on each tested item which sets out the inspection date, and each label should be signed by the inspector.

The landlord must give the tenant copies of both reports.

If the tester says that testing should be more frequent than once every five years (for example, once every 3 years), then the landlord must follow this advice.

The EICR must cover:

- Installations for the supply of electricity,
- Electrical fittings, such as switches, sockets and visible wiring
- Visual inspection of fixed electrical equipment such as electric showers, hard-wired smoke and fire detectors, and storage or panel heaters.

The PAT covers movable appliances, which are any electrical items provided by the landlord, that are not fitted or fixed in, but can be moved about easily. These include appliances like kettles, lamps, vacuum cleaners, and white goods such as fridges or washing machines.

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The Scottish Government statutory guidance on electrical installations and appliances in private rented property can be found at <https://beta.gov.scot/publications/electrical-installations-and-appliances-private-rented-properties/>

#### 18.5. Smoke Detectors and heat alarms

The smoke and heat alarms in the property must be powered by the electrical mains - they must not be battery powered.

There must be one working smoke alarm in:

- The room which is most often lived in during the daytime, which would likely be the living or dining room
- Every circulation space, such as hallways and landings
- There must also be a heat alarm in the kitchen.
- All alarms should be linked (radio-linked alarms are acceptable).

The landlord also needs to make sure that the property is fit and safe for people to live in. Therefore, the landlord must make sure that there are no fire hazards in the property, like loose wiring.

If the tenant thinks there are fire risks in the property, then the tenant should contact the landlord. If the landlord refuses to fit smoke or heat alarms or to fix any fire risks, the tenant can contact the Tribunal or contact the local authority's Environmental Health Department.

#### 18.6. Installations

Anything which was in the property (or is part of the property) at the start of the lease is something provided by the landlord. These items must be kept, by the landlord, in proper working order - and repaired when needed.

This duty on the landlord does not apply to things brought into the property by the tenant.

The installations in the Let Property may include the following:

- basins, sinks, baths, toilets, and showers;
- gas or electric fires and central heating systems;
- electrical wiring;
- door entry systems;
- cookers;

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- extractor fans;
- carbon monoxide detectors;
- smoke alarms;
- heat detectors;
- fire extinguishers and blankets (but only if the property is a House in Multiple Occupation).

### 18.7. Energy Performance Certificate

Before the tenancy starts, the landlord must give the tenant a copy of the Energy Performance Certificate (EPC) for the property if one is needed. If the tenancy is for renting a room with shared access to other rooms such as a kitchen, bathroom and living room, an EPC is not needed.

It is a requirement under law that the EPC must be 'affixed' to the building - it will often be located in the boiler or meter cupboard.

The EPC must not be more than 10 years old. The EPC has to be made available to a tenant free of charge.

The EPC tells the tenant about the energy efficiency of the property. If a property is energy efficient, the fuel bills for the person living in the home (for heating and lighting) will be lower than if the property is not energy efficient.

The EPC ratings can be A, B, C, D, E, F or G.

An "A" rating on an EPC is the best rating - this would be given to a home which was very energy efficient and should have low bills for fuel and lighting.

A "G" rating on an EPC is the worst - so the least energy efficient, which may have higher bills for fuel and lighting.

### 18.8. Furnishings

The landlord must make sure that:

- all upholstered furniture (like settees, arm chairs and dining chairs with soft seat coverings) and
- all mattresses

which are in the property at the start of the tenancy meet the standards set out in the Furniture & Furnishings (Fire Safety) Regulations 1988 as amended so should have labels attached to them which show that they meet these Regulations.

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Tenants should report worn or broken furnishings and coverings to the landlord as these can make furniture unsafe and present a fire risk.

#### 18.9. Defective Fixtures & Fittings

The landlord must keep all fixtures and fittings in the property at the start of the tenancy in a good state of repair. This applies, for example, to fitted kitchen units and fitted wardrobes, toilets, sinks, baths, showers and fitted kitchen appliances such as hobs and ovens.

The tenant should tell the landlord if any fixtures and fittings need to be repaired. The landlord must get the repairs done within a reasonable time.

#### 18.10. Repair Timetable

Often, a landlord will only find out that something in the property is not working or needs to be repaired when the tenant tells their landlord about it.

The tenant must tell the landlord as soon as they can about any repair being needed or if there is something urgent. The landlord then has to carry out any repairs as soon as they reasonably can.

The tenant must give the landlord reasonable access to get the repair work done.

What is a reasonable period to carry out repairs will vary depending on the type of repair which is needed and how dangerous or unsafe it might be to leave that item not repaired.

If the landlord does not carry out repairs within a reasonable period, the tenant can ask the Tribunal to order the landlord to carry out these repairs. Also, for some major repairs or those that cause a safety issue, the tenant might be able to get the local council to order the landlord to do the work or the local council might do the work and ask the landlord to pay the costs. The local council also has powers to report the landlord to the Tribunal for their failure to meet the Repairing Standard.

#### 18.11. Payment for Repairs

If damage was caused by the fault or negligence of

- the tenant or someone living with the tenant at the property or
- someone visiting,

then the tenant is responsible.

This means that the tenant must pay for the damage to be fixed. The tenant should discuss with the landlord having the repair carried out. The landlord might prefer to arrange to get the damage fixed and send a bill for the costs to the tenant.

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Damage would be caused by fault if it was done on purpose.

Damage would be caused by negligence if it was not done on purpose but the person who caused the damage did not take normal care to avoid the damage. For example, a person is negligent if he leaves a skylight window open all day when rain is forecast and this results in the carpet and furnishings in the room below being damaged by the rain. Another example might be a person causes a burn mark to appear on a kitchen table by placing a pot, straight from a hot burner on the cooker hob, onto the table top.

#### 18.12. Information

The tenant will be asked by the landlord to meet the costs of any repairs and the landlord should supply them with copies of the receipts for such costs.

The landlord must give the tenant copies of:

- the Landlord's Gas Safety Record (Note 18.3 - Gas Safety);
- the Electrical Safety Inspection Report and the Portable Appliance Testing Report (Note 18.4 – Electrical Safety); and
- the Energy Performance Certificate (EPC) for the property (Note 18.7 – Energy Performance Certificate).

These must be given to the tenant before, or at the start of, the tenancy.

#### 18. Legionella

The landlord must take all reasonable steps to reduce the risk of the presence of legionella bacteria.

Legionnaires' disease is caused by legionella bacteria and is a kind of pneumonia (or lung infection).

The legionella bacteria which causes the disease is sometimes present in cold or hot water systems in buildings. It is therefore important to try to keep the risk as low as possible by taking certain steps.

The landlord must carry out a risk assessment.

Simple control measures can help to minimise the risk of exposure to Legionella. These include:

- flushing out a water system before the start of a tenancy - so flushing all toilets and running water through all cold and hot water taps and showers for a period of time;
- avoiding debris getting into the system - for example by making sure that any cold water tanks have a tight fitting lid; and

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- making sure any pipework which is no longer used is removed.

If a property is served directly by mains cold water, then there is only a low risk of legionella bacteria in the cold water, as it flows from a moving supply, not from stored water.

If a property is served by hot water:

- from a tank which is regularly heated to over 60 degrees centigrade; or
- from an instant hot water boiler - which does not store heated water, but heats it as it is used,

then, again, there is only a low risk of legionella bacteria in the hot water system.

To keep the risk of legionella bacteria being present in the property low, tenants:

- should not alter the controls on any hot water system in a way which would increase the legionella risk (for example lowering the regular heat temperature to below 60 degrees); and
- should regularly clean shower heads - as these result in a spray of tiny drops of water which might be breathed into the lungs.

## 19. Access for Repairs, Inspections and valuations

The tenant must by law let the landlord (or their workmen or advisers) have reasonable access onto the property for "authorised purposes".

Authorised purposes are:

- carrying out work in the property which the landlord must carry out or is allowed to carry out, in either case by law or in terms of the tenancy or in terms of any other agreement between the landlord and the tenant;
- checking the property to see whether any work needs to be done - for example repairs; and
- carrying out a valuation of the property.

The tenant should be given at least 48 hours' notice before this happens - unless it is an emergency . If it is an emergency, then less than 48 hours' notice might be given, or immediate access might be needed (with no notice beforehand). An emergency might include a dangerous electrical fault or a burst water pipe in the property which is flooding the property or any flat below it. Emergencies are repairs that are causing danger or, if left, are likely to cause damage to the property or property nearby if they are not repaired quickly.

Reasonable access, for non-emergency work, would generally mean access during the working day (8 a.m. to 6 p.m.) Monday to Friday. If both landlord

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and tenant agree, then the tenant could allow access outwith such times if this would allow work to be done more quickly.

A landlord will usually hold a set of keys for the property. However, unless it is for an emergency, the landlord is not allowed to use those keys to enter the property without the tenant's consent.

If the tenant does not give consent then the landlord can apply to the Tribunal for an order to take access. The Tribunal will try and agree a date for access with the tenant. If the tenant refuses to agree a date for repairs than the Tribunal can fix a date when the landlord can enter.

## 20. Respect for Others

The tenant and anyone living at the property must not be involved in antisocial behaviour at the property.

“Antisocial behaviour” means behaving in a way:

- which causes, or is likely to cause, alarm, upset, nuisance or annoyance; or
- which is harassment.

‘At the property’ includes to other people in the property, any neighbour, any visitor, the landlord or those acting for the landlord or any tradesman.

Examples of antisocial behaviour are:

- making too much noise - including from televisions, CD players, digital media players, radios and musical instruments, DIY or power tools;
- not controlling pets (including allowing them to bark too much) or allowing pets to foul or cause damage to other people’s property or common areas of the property such as the garden;
- allowing visitors to the property to be too noisy;
- vandalising or damaging the property or any part of the common areas or neighbourhood;
- leaving rubbish other than in the bins provided or leaving rubbish out to be picked up on a day when it is not due to be picked up;
- allowing the tenant and/or any other person (including children) living in or using the property to cause a nuisance or annoyance to other people;
- harassing any other tenant or occupier, 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;

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- using or carrying weapons;
- using, selling, growing, making or supplying unlawful drugs or selling alcohol;
- storing or bringing onto the property any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms;
- using the property, or allowing it to be used, for illegal or immoral purposes - an example of an illegal purpose might be for carrying on a business for which local council consents have not been obtained; and
- threatening or assaulting any other tenant or occupier, 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 above list of examples does not include every sort of antisocial behaviour. There could be other actions, failures to act or words spoken (or shouted) which would amount to antisocial behaviour.

The landlord can take action against the tenant if there is a breach of the antisocial behaviour clause in the tenancy.

Landlords have a responsibility to try to stop antisocial behaviour taking place. So if the tenant is involved in antisocial behaviour the landlord must do something to try to stop it. This could include:

- investigating complaints about the tenant's behaviour;
- writing to the tenant to explain that the behaviour is causing concern and asking the tenant to stop the behaviour;
- giving advice on how to reduce noise to an acceptable level;
- asking the local council to apply for an Antisocial Behaviour Order or ASBO against the tenant;
- going to court to get an order of the court (called an "interdict") to stop the tenant from behaving in a certain way; and
- warning the tenant that they may be removed from the property if they do not stop the antisocial behaviour. (As antisocial behaviour is a discretionary ground for eviction - see Note 24 – Ending the Agreement).

If the landlord's attempts to deal with antisocial behaviour do not work, the landlord can ask the local council to step in to assist. If the antisocial behaviour continues, the landlord may begin the process to evict the tenant.

If a landlord does not try to stop the antisocial behaviour, the local council can serve an Antisocial Behaviour Notice on the landlord ordering the landlord to take action to deal with the problem, for example to evict the tenant, or at least warn the tenant that they may be evicted if they continue to behave in that way.

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If the landlord does not do what the local council's Antisocial Behaviour Notice says, then the local council can ask the Court to stop rent payments to the landlord or to give the local council control of the property.

If a tenant is affected by other people's antisocial behaviour, the tenant should keep a written record of what happens, each time it happens, with dates and times. Depending on how bad things are, the tenant should contact:

- the nearest Citizens' Advice Bureau or the Antisocial Behaviour team at the local authority - both of which can give the tenant advice on the tenant's rights and what might be the best action for the tenant to take (which could be to contact the police); or
- the local authority's antisocial behaviour team; or
- the police - who can take action to stop certain behaviours.

## 21. Equality Requirements

Under the Equality Act 2010, the landlord is not allowed to show bias against a tenant, or against a person who wants to become a tenant of a property, on the basis of:

- that person's disability, sex or gender reassignment; or
- that person's pregnancy or the fact that the person has a baby or babies or child or children; or
- that person's race, religion or belief or sexual orientation.

If a tenant thinks they have been unfairly treated by a landlord because of a protected characteristic, then the tenant can:

- complain directly to the landlord; or
- in some cases to make a claim through the Tribunal, if for example an Agreement contains a discriminatory clause that the Tribunal could remove or if that discrimination led to an unfair rent or unlawful eviction; or
- contact the Equality Advisory Support Service for help and advice.  
<https://www.gov.uk/equality-advisory-support-service>

## 22. Data Protection

The landlord must comply with the requirements of the Data Protection Act 1998 to ensure that the tenant's personal data is held where it's secure and only disclosed in a legal manner.

Under data protection law, "personal data" is protected.

Landlords need to

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- safeguard all tenants' data;
- make sure that data is only passed on if the landlord can do so legally, and
- not retain data for longer than they need to.

Landlords might need to give tenants a privacy notice to tell them what can be done with data which they hold and how they might use it.

There are some situations where the landlord can disclose data about the tenant. For example, they are allowed to give the tenant's details to the local council or utility companies.

Further guidance on data protection law in relation to tenancies can be found on the Information Commissioners Office website at

<https://ico.org.uk/for-the-public/housing/landlords/>

The Information Commissioners Office enforces these laws and deals with complaints about data protection.

## 23. Ending the Agreement

This section details the ending of the Agreement by the landlord or the tenant.

### **Tenant ending the Agreement**

The tenant can end the tenancy at any time by giving written notice to the landlord. That written notice **must say** that:

- the tenant wants to end the tenancy and
- the date on which the tenancy is to end.

(If it is a joint tenancy, all of the tenants must give the notice, not just one or some of them. See more detail later in this section.)

The tenant's **notice must be given to the landlord at least 28 days (or 4 weeks) before the date on which the tenant wants the tenancy to end.**

If the tenant gives the notice to the landlord by hand, then the notice would have to be given at least 28 days (or 4 weeks) before the date on which the tenant wants the tenancy to end.

If the tenant:

- posts the notice or
- sends the notice by email (if this is allowed - see Note 4 – Communication),

then the notice would have to be posted or emailed at least 30 days before the date on which the tenant wants the tenancy to end. This allows time for the notice to be received by the landlord. (See Note 4)

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If the tenant wants to end the tenancy **sooner than 28 days**, they may be able to agree this with their landlord. This landlord's agreement must be in writing. If the landlord does not agree, the tenancy will continue for the **minimum 28 day period** even if they move out of the property sooner.

If the Agreement is a **joint tenancy** then all of the joint tenants have to agree to the ending of the Agreement. One joint tenant cannot end the Agreement on behalf of all tenants. Any notice from the tenant to end the tenancy would have to be signed by all of the joint tenants.

If a joint tenant wants to end the tenancy by sending notice to the landlord by email then this would be done either:

- by each of the people who are joint tenants sending their own email to the landlord, all saying that the tenancy is to end on the same date; or
- by each of the joint tenants signing a paper copy notice to the landlord and then one of those joint tenants scanning or taking a photo of that signed paper copy notice and attaching it to an email and emailing it to the landlord, on behalf of all of the joint tenants.

There are times, such as where there has been domestic violence, where a court can make an exclusion order or order the transfer of a joint tenancy into the name of one tenant, or a tenancy in the name of one partner into the name of the other. This is under the Matrimonial Homes (Family Protection) (Scotland) Act 1981. If a tenant needs advice about this, they could contact one of the advice groups listed at the end of these Notes or Scottish Women's Aid (<http://www.scottishwomensaid.org.uk/advice-information/advice-information-women/legal-advice/housing-and-welfare-support>)

### **Landlord ending the Agreement**

The landlord can also end the tenancy by written notice to the tenant. This written notice is called a **Notice to Leave**. The landlord cannot simply end the tenancy because the landlord wants the tenancy to end. **The landlord can only end the tenancy by giving Notice to Leave on one or more of the 18 grounds which are set out below.**

The **minimum period of notice which the landlord must give the tenant will be 28 days (4 weeks) but the tenant may be entitled to 84 days' (12 weeks') notice** depending on how long they have been living in the property and what ground is being used to remove the tenant - see below for more detail.

The landlord's written notice to the tenant, ending the tenancy, must say:

- which one or more of the 18 grounds is the reason why the landlord is ending the tenancy;
- why the landlord thinks that ground applies; and
- the date on which the tenancy is to end.

Key:-

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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 **tenancy end date** will be set out in the Notice to Leave. There are four possible options for the tenant:-

1. The tenant could choose to leave on the date in the Notice to Leave.
2. Despite the tenancy end date set out in the notice, the tenant may ask the landlord to agree to a later date, in which case the tenancy will end on that date - this is only if the landlord agrees.
3. If the tenant believes that the ground(s) for ending the Agreement given in the notice do not apply, then they should discuss this with the landlord and also contact the advice groups listed at the end of these Notes.
4. The other option would be for the tenant to wait for the landlord to apply to the Tribunal for an Eviction Order, as at that stage the landlord will be asked by the Tribunal to **prove** that the ground(s) specified for eviction do apply. You don't need to move out until an Eviction Order is granted by the Tribunal.

### **Where the Tenant chooses not to leave**

If the tenant does not leave the property on the tenancy end date, the landlord can apply to the Tribunal to get an order to evict the tenant. The tenancy then ends on the date set out in that eviction order.

If the landlord applies to the Tribunal for an eviction order, the Tribunal will ask the landlord to prove to the Tribunal why the ground set out in the landlord's notice applies to allow the landlord to end the tenancy.

### **Amount of notice**

All tenants are entitled to receive **at least 28 days' notice**. Some tenants will be able to get 84 days' notice.

The amount of notice which the landlord has to give the tenant depends on:

- which of the 18 eviction ground(s) the landlord is using to end the Agreement; and
- how long the tenant has lived in the property.

**At least 28 days' (or 4 weeks') notice** must be given to the tenant if:

- on the date that the tenant receives the Notice to Leave, the tenancy has been running for **six months or less**;

**OR**

- the only eviction ground(s) set out in the landlord's notice to leave is/are that the tenant:

Key:-

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- is not occupying the property as the tenant's only or main home; or
- has breached the Agreement; or
- is in rent arrears for three or more months in a row; or
- has been found guilty, in a court, of certain crimes; or
- has been involved in antisocial behaviour; or
- has been involved with a person who has been found guilty of certain crimes or has been involved in antisocial behaviour.

In all other cases, the tenant must get **at least 84 days' (or 12 weeks) notice.**

**At least 84 days' (or 12 weeks) notice** must be given to the tenant if:

- on the date that the tenant receives the landlord's notice, the tenancy has been running for **more than six months**;

**AND**

- the landlord's notice includes any of the eviction ground(s) not mentioned above.

**There are 18 grounds that allow a landlord to end a tenancy**

- 8 of those grounds are always mandatory - that means that the Tribunal must grant an Eviction Order if any one or more of those grounds is found by the Tribunal to exist;
- 8 of those grounds are discretionary - that means that, even if the Tribunal finds that these grounds exist, the Tribunal must decide whether or not the tenancy can be ended on these grounds
- 2 of those grounds are part mandatory and part discretionary - so in some cases the Tribunal must grant an Eviction Order and in others the Tribunal will decide whether or not the tenancy can be ended on either of those grounds.

More detail on all of the above 18 grounds is given below.

**8 mandatory eviction grounds**

1. The landlord intends to sell the property for market value within three months of the tenant leaving the property.
2. The property is to be sold by the mortgage lender for the property.
3. The landlord intends to refurbish the property (so carry out improvements) and this will involve fairly disruptive works to, or in relation to, the property.

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4. The landlord intends to live in the property as his or her only or main home.
5. The landlord intends to use the property for a purpose other than giving a person a home.
6. The property is owned by the landlord for the purpose of being lived in by someone who works for a religious purpose. This means that the person carries out religious work from the property AND the property has actually been used for this purpose at some time before the tenant began living there.
7. The tenant is not living at the property as his or her only or main home or has left the property (other than for a temporary period).
8. After the tenancy began, the tenant is found guilty in a court either (i) of using, or allowing the use of, the property for an immoral or illegal purpose or (ii) of a crime for which the tenant could be sent to prison. This crime needs to have taken place in or in the neighbourhood of the property. For this ground, the landlord would usually have to apply for the eviction order within 12 months after the date that the tenant was found guilty.

If the Tribunal accepts that any one or more of these 8 fully mandatory eviction grounds applies, then the Tribunal **must** issue an eviction order.

## **8 Discretionary Eviction Grounds**

1. A member of the landlord's family intends to live in the property as his or her only or main home.
2. The tenancy was entered into because the tenant had a need for community care (as decided by the local council) and the local council has decided that the tenant no longer has that need.
3. The tenant has breached any of the duties of the tenant under the tenancy – but this does not apply to a failure by the tenant to pay rent as there is a separate ground for this.
4. The tenant has acted in an antisocial manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order. For this ground, the landlord would be expected to apply for the eviction order within 12 months of the antisocial behaviour taking place.
5. The tenant is meeting or socialising in the property with a person who has (i) been found guilty of a crime or (ii) been involved in antisocial behaviour. This applies if, in either case, the Tribunal would have been able to issue an eviction order if it was the tenant who had been found guilty of that crime or the tenant who had been involved in that antisocial behaviour. For this ground, the landlord would be expected to apply for the eviction order within 12 months of the antisocial behaviour taking place.

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6. Landlord registration has been refused or cancelled by a local council - as, in that case, the law would not permit the landlord to let out the property that they own.
7. A House in Multiple Occupation (HMO) licence for the property has been cancelled by the local council as the law would not permit the landlord to let out the property to three or more tenants who are not members of the same family. There may be times where a tenancy can continue for a short time without there being an HMO licence.
8. The local council has served a notice on the landlord about the property being overcrowded.

The Tribunal will consider whether or not any one or more of these 8 discretionary eviction grounds in the notice to leave applies and whether or not it is right to end the tenancy on these grounds.

## **2 eviction grounds which can be mandatory or discretionary**

Two of the eviction grounds can be mandatory in some cases and discretionary in some others. So if the Tribunal accepts that the ground applies, then:

- in some cases the Tribunal must issue the eviction order; but
- in other cases, the Tribunal can choose whether or not to issue the eviction order if the Tribunal considers it right to end the tenancy.

### **Mandatory or discretionary ground 1 - The tenant is in rent arrears.**

This ground is **mandatory** (so the Tribunal **must** issue the eviction order) if:-

- the tenant has not paid all of the rent (or some of the rent) which is due, for at least 3 months in a row; and
- on the first day that the issue comes before the Tribunal, an amount equal to at least 1 month's rent remains unpaid; and
- the Tribunal is satisfied that the reason for the tenant not paying the rent is NOT a delay or failure in the payment to the tenant of some benefits, including housing benefit or universal credit.

This ground is **discretionary** (so the Tribunal can **choose** whether or not to issue the eviction order if the Tribunal considers it right to end the tenancy) if:-

- the tenant has not paid all of the rent or some of the rent which is due, for at least 3 months in a row; and
- on the first day that the issue comes before the Tribunal, an amount less than 1 month's rent remains unpaid; and
- the Tribunal is satisfied that it is right on this basis to issue an eviction order - in this case the Tribunal can look at many things to decide

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whether it is right to evict, including whether the reason for the tenant not paying the rent is a delay or failure in the payment to the tenant of some benefits, including housing benefit or universal credit.

**Mandatory or discretionary ground 2 - The tenancy was granted to the tenant because he or she was employed by the landlord (or was expected to be employed) and the tenant is no longer an employee or never became an employee.**

This ground is **mandatory** (so the Tribunal **must** issue the eviction order) if the application for eviction was made within 12 months from the date the tenant stopped being - or failed to become - an employee.

This ground is **discretionary** (so the Tribunal can **choose** whether or not to issue the eviction order) if the application for eviction is made more than 12 months after the date the tenant stopped being - or failed to become - an employee.

### **Unlawful Eviction**

If the landlord tries physically or by force to remove a tenant from the property without the Tribunal's permission, the landlord is committing a crime. If the landlord physically removes the tenant from the property, or threatens to do so, or if the landlord changes the locks, the tenant should report the matter to the police. (The non-emergency number to contact the police is 101.)

For an eviction to be lawful (so allowed by law), after the Landlord obtains the eviction order from the Tribunal, the eviction (or removal of the tenant from the property) must be done by Sheriff Officers, not by the landlord or by the landlord's employees or agents.

The law protects the tenant against harassment and unlawful eviction in two ways:

- by making harassment and unlawful eviction crimes; and
- by allowing the tenant to claim damages (ask for money) through the courts.

The law against harassment applies if the landlord personally harasses or evicts the tenant unlawfully or if somebody else does it for the landlord.

### **Wrongful Termination Orders**

If the tenant has left the property and thinks they have been misled into leaving the property, they can apply to the Tribunal for a 'wrongful termination order'. The Tribunal may make a wrongful termination order if it decides that the landlord:

- misled the Tribunal into giving an eviction order it should not have
- misled the tenant into leaving the property.

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An example of a possible wrongful termination would be where the landlord serves notice to leave on the tenant on the ground that they intend to sell the property, but then takes no action to do so, and simply lets it out to another tenant.

If a wrongful termination order is issued, the landlord will be told to pay the tenant a payment of no more than six months' rent. The local council will also be told about the order being made and will take this into account when deciding if the landlord is (or remains) a "fit and proper" person registered to be a landlord.

### **Tenant's belongings to be removed**

The tenant must remove the tenant's belongings when the tenancy ends. This will include everything that the tenant has brought into the property.

If the tenant leaves items behind, and the landlord then has to spend money removing them or storing them, then the tenant will have to pay the costs of removal or storage.

The landlord should supply the tenant with copies of the receipts for such costs.

## 24. Contents and Condition

The tenant will likely be asked to sign an Inventory and Record of Condition ("Inventory") and if so this should be attached to the Agreement or given to the tenant before or at the start of the tenancy. A copy of this should be kept by both the landlord and the tenant.

This Inventory should be a full and detailed record of the contents and condition of the property at the start of the tenancy.

- The inventory part is a list of everything in the property being rented, for example, the furniture, carpets and curtains and all the items in the kitchen (as well as the condition of all of these items - so, for example, whether they have any damage to them or marks on them).
- The record of condition part should set out the state of the property itself - and so should, for example, say whether any parts have chips or marks or stains or are broken. This part of the inventory can include pictures to help show the condition of items.

The Inventory can help to avoid a dispute over the deposit at the end of the tenancy - because it proves the state that the property and its contents were in at the start of the tenancy. If the landlord or letting agent does not give the tenant the Inventory before the start of the tenancy, the tenant should ask for it. The tenant should:-

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- Check the Inventory before signing it and make a note of anything damaged, broken, or worn-out. This checking includes making sure that everything in the property is listed on the Inventory and that it does not list items which cannot be found in the property.
- Make sure that the tenant and the landlord sign the Inventory once both agree that it is correct.
- If the tenant is concerned that the Inventory does not fully describe any marks, stains, chips or other faults in the property, then the tenant could also take photos on the day that the tenant moves in and send copies of those to the landlord right away. Unless the photos are sent as soon as the tenant moves in, they might not be able to be used as evidence (unless the tenant's camera shows, on each photo, the date on which the photo was taken).
- Store the tenant's copy of the signed Inventory and any photos taken by the tenant at the start of the tenancy in a place where they can be found later. They might be needed for evidence if there is a dispute about the amount of the deposit which should be returned at the end of the tenancy.

The tenant has 7 days after the start of the tenancy to make sure that the Inventory is correct.

If, within those 7 days, the tenant tells the landlord, in writing, of anything the tenant does not agree with, then the Inventory should be changed to reflect an item's true state.

If the tenant does nothing, then at the end of those 7 days, the Inventory is treated as if it had been approved by the tenant - even if the tenant does not sign it.

If the tenant (or someone in the tenant's family or visiting the property) damages any part of the property or any of the contents, then the tenant must repair or replace the damaged part. This does not apply to any damage which is simply due to normal use of the property and its contents - often called normal wear and tear. (See Note 17 – Reasonable Care)

## 25. Local Council Taxes/Charges

The landlord must tell the local council and utility companies that Council Tax, water and sewerage charges should be in their name. The landlord may also do so. The tenant will have to pay the Council Tax, water and sewerage charges unless the tenant is exempt for any reason. For example, if the tenancy states the rent includes such charges, or if full time students live in the property, Council Tax may not need to be paid. A tenant living alone can also apply to the Council to receive a discount on their Council Tax.

The tenant must tell the local council when the tenancy starts and then when it ends.

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If the tenant thinks that he or she doesn't need to pay Council tax or other charges, the tenant needs to apply to the local council Revenues & Benefits department to get an exemption. It will not be given without the tenant making the application.

## 26. Utilities

The tenant must make sure that the accounts for [gas/electricity/telephone/TV licence/internet/broadband] are all in the tenant's name with the companies which supply those services. All of these services are generally known as utilities.

The tenant must pay, when due, all charges for utilities and services supplied during the tenancy. The tenant also has to settle up at the end of the tenancy for all outstanding amounts.

If there are any bills for utilities left unpaid at the end of the tenancy, the landlord may be able to use money held in the deposit to settle these bills.

The tenant can change supplier for gas or electricity if they are paying the supplier and not paying the landlord for utility costs. If the tenant has a pre-payment meter, the tenant is still allowed to change supplier and there is no need to get the landlord's consent first. The tenant must tell the landlord if the tenant changes supplier and give the landlord the details of the new supplier - including its name.

If the tenant permits any electricity or gas meter to be changed from or to a pre-payment meter, then the tenant also has to pay the direct cost of changing the meter back at the end of the tenancy (unless the landlord wants to keep the meter the tenant had put in). So, although the landlord's permission is not needed to change the meter, the tenant might need to pay the cost of changing it back if the landlord wants this done.

## 27. Alterations

The tenant needs to get the landlord's written consent, in advance, before the tenant does any of the following:

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- makes any alterations to the property;
- makes any changes to the fixtures and fittings in the property - for example to the kitchen cupboards or bathroom fittings; or
- does any internal or external decorating or redecorating - including changing the colour of any of the walls or ceilings, doors or window frames in the property.

It's entirely up to the landlord whether or not the landlord agrees to any of these things being done.

The landlord cannot unreasonably refuse any request by the tenant for adaptations, auxiliary aids or services under section 52 of the Housing (Scotland) Act 2006 or section 37 of the Equality Act 2010. Any such request by the tenant must be made in writing to the landlord. Or, if the work would include or relate to any common parts of the building (for example a common entrance or common stair), the request must be made in writing to the persons who own those common parts. The owners of common parts would usually be all owners of any properties within a building.

For these types of alterations, the landlord or other person owning common parts, is not entitled unreasonably to refuse to agree to the adaptations being done, auxiliary aids being installed or services being provided. If consent is refused, the tenant can appeal to the Tribunal (if the application is made under the Housing (Scotland) Act 2006) or to the Sheriff Court (if the application is made under the Equality Act 2010) within 6 months after the refusal.

The tenant might find it helpful first to discuss the tenant's needs with the Citizens Advice Bureau, Shelter Scotland or the local council. Any of these three groups might agree to talk to the landlord to remind the landlord that it must not unreasonably refuse consent.

## 28. Common Parts

If the property is a flat or has common parts that are shared with other tenants, the tenant must, along with the other owners and occupiers:

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- sweep and clean the common stairway; and
- keep the garden, back green or any other shared areas clean and tidy.

If the tenant does not do this, then the landlord can arrange for those things to be done and ask the tenant to pay back the costs. The landlord should supply the tenant with copies of the receipts for such costs.

### 29. Private Garden

If the let property includes a garden, solely for the tenant's use (so not shared with anyone else), the tenant must maintain that garden in a reasonable manner. The landlord might pay for garden maintenance to be carried out and charge this cost as a service included in the monthly rent payments - this should be stated in the Agreement. In that case, the tenant would only need to keep the garden area tidy.

If the tenant does not do this, then the landlord can do it instead and ask the tenant to pay back the costs. The landlord should supply the tenant with copies of the receipts for such costs.

### 30. Roof

If the let property includes a garden, solely for the tenant's use (so not shared with anyone else), the tenant must maintain that garden in a reasonable manner. The landlord might pay for garden maintenance to be carried out and charge this cost as a service included in the monthly rent payments - this should be stated in the Agreement. In that case, the tenant would only need to keep the garden area tidy.

If the tenant does not do this, then the landlord can do it instead and ask the tenant to pay back the costs. The landlord should supply the tenant with copies of the receipts for such costs.

### 31. Bins and Recycling

The tenant must dispose of or recycle all rubbish in the correct way.

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If rubbish is picked up from the street, then on the day it is due to be collected, it should be put out before the time asked for by the local council. Any rubbish and recycling containers should be returned to their normal storage places as soon as possible after being emptied by the local council.

The tenant must also comply with the local council's rules if they need to dispose of large items. Sometimes a local council might charge an extra cost to uplift a large item. The tenant can also arrange to dispose of large items by taking them to the nearest recycling centre run by the local council. Details of how to recycle large items and days and times of refuse and recycling collections will be given on the local council's website for the area in which the property is located.

If the tenant does not dispose of rubbish properly, the landlord can do it instead and ask the tenant to pay back the costs. The landlord should supply the tenant with copies of the receipts for such costs.

### 32. Storage

No items belonging to the tenant (or belonging to anyone living with the tenant or to a visitor) should be left or stored in a common stair - if that would be a fire or safety hazard or a nuisance to the neighbours.

### 33. Dangerous Substances – including liquid petroleum gas

The tenant must safely store any petrol and/or gas, including liquid petroleum gas, which the tenant uses for garden appliances, barbecues or other household goods or appliances. This means keeping it outside the property if possible (for example in a shed in the garden) and stored in leak proof and fire proof containers.

The tenant must not store or keep any other flammable liquids, explosives, or explosive gases which might be thought to be a fire hazard or dangerous in the property or in any store, shed or garage.

### 34. Pets

The tenant needs to get the written consent of the landlord, in advance, before the tenant brings any animal or pet into the property. It's up to the landlord whether or not the landlord gives this consent.

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If the Agreement bans pets, a tenant can ask the landlord to change it to allow an assistance dog if the tenant is disabled and needs an assistance dog to be able to live in the property. If the landlord refuses, they may be discriminating on the grounds of disability and could be acting illegally.

If the landlord does agree that the tenant can keep an animal or pet in the property, the tenant must make sure that the animal or pet is kept under supervision and control. This is to ensure that the pet does not cause damage to the property or common areas and is not a nuisance to neighbours or others in the area.

If the landlord agrees to allow a pet then they might request an additional deposit on top of the deposit they would usually charge. This is to acknowledge the greater potential for damage and costs at the end of the tenancy. The total amount of the deposit paid by the tenant, including this extra deposit cannot be more than 2 months' rent.

At the end of the Agreement, the landlord can ask the tenant to repay the cost of any damage caused by, or cleaning required due to, a pet. The landlord should supply the tenant with copies of the receipts for such costs.

### 35. Smoking

If the tenant wants to smoke in the property (or allow others to smoke in the property) the tenant must get the landlord's written consent, in advance. This applies to tobacco smoking or the smoking of anything else.

The tenant must not smoke (or allow others to smoke) in stairwells or other common areas.

If the tenant is not supposed to smoke in the property then at the end of the Agreement, the landlord can ask the tenant to repay the cost of any damage caused by, or cleaning required due to, smoking. The landlord should supply the tenant with copies of the receipts for such costs.

### 36. Additional Tenancy Terms

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The Agreement might include further clause(s) which the landlord agrees with the tenant.

Any such other clause cannot go against, or say something different from, any other clauses in the Agreement which are mandatory clauses.

The mandatory clauses in the agreement appear in bold type (which is darker than the normal typed wording).

### 37. The Guarantor

The guarantee clause includes a space for the guarantor's name as well as the guarantor's address and for the guarantor to sign the Agreement. These should all be filled in if a guarantor is needed.

A guarantor is not always asked for by a landlord but it is quite common for the landlord to ask for a guarantor, if the tenant has a low credit score or is thought to be a higher credit risk, such as if the tenant claims benefits.

The guarantor (if any) agrees to meet the full demands of the tenancy, on the tenant's behalf, if the tenant does not comply with those rules.

Parents of young people or students are often asked to be guarantors. Joint residential tenancies have joint and several liability and so the guarantor is guaranteeing all the joint tenants and not just one particular tenant. The guarantor might have to pay costs which were due to another joint tenant(s) not having paid rent or causing damage to the property. These costs can include legal costs in trying to get payment of the rent arrears or other costs.

If the tenant does not do something which they should, or does something that they should not do, the landlord can get the guarantor to do what is required or to meet any costs of fixing what should not have been done.

For example, if the tenant does not pay rent or some other payment due under the tenancy, the landlord can claim it from the guarantor instead.

Also, if the tenant does not repair some damage to the property which was caused by the tenant, the landlord can ask the guarantor to repair the damage - or the landlord can do the repair themselves and then claim the cost from the tenant or from the guarantor.

Also if the landlord:

- spends money or does work that the tenant should have done; or
- pays other people, for example, lawyers and Sheriff Officers, to take action against the tenant to try to get the tenant to comply with their duties under the tenancy,

then the landlord can also claim those costs from the guarantor.

The guarantor's liability continues after the tenancy ends - to cover any duties breached during the tenancy where the costs are still due to be paid.

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## 38. Declarations

This clause includes confirmation (or agreement) by the tenant that, when the tenant signs the Agreement, the tenant has:

- given the landlord or letting agent all information sought by the landlord or letting agent in connection with the Agreement - without concealing or hiding anything;
- not deliberately or carelessly said or written anything which is untrue or misleading which might have affected the landlord's decision to enter into the Agreement; and
- read and understood all of the terms of the Agreement including the legal commentary.

You and your landlord can agree to 'sign' the tenancy agreement by typing your names in the electronic document and sending it by email if you want to. If you and your landlord don't want to do this, you can agree to sign a paper copy of the tenancy agreement instead.

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## USEFUL CONTACTS AND LINKS

### ***Regulation***

#### **First-Tier Tribunal for Scotland (Housing and Property Chamber)**

4th Floor

1 Atlantic Quay

45 Robertson Street

GLASGOW G2 8JB

Tel: 0141 302 5900

<https://www.housingandpropertychamber.scot/home>

#### **Rent Service Scotland**

2nd Floor Endeavour House

1 Greenmarket

Dundee DD1 4QB

Tel: 0300 244 7000

Email: [rss.dundee@gov.scot](mailto:rss.dundee@gov.scot)

#### **Scottish Landlord Register**

*To check on line if a landlord is registered.*

[www.landlordregistrationscotland.gov.uk/](http://www.landlordregistrationscotland.gov.uk/)

### ***General Advice***

#### **Citizens Advice Scotland**

*Citizens Advice Bureau which can help with money, legal, consumer and other problems.*

Tel: 0808 800 9060

[www.cas.org.uk](http://www.cas.org.uk)

#### **Energy Saving Trust**

*Gives independent help and advice on how to save energy in the home.*

Tel: 0800 512 012

[www.energysavingtrust.org.uk/scotland](http://www.energysavingtrust.org.uk/scotland)

#### **Office of the Gas and Electricity Markets (Ofgem)**

*Protects the interests of gas and electricity consumers.*

Tel: 0141 331 2678

[www.ofgem.gov.uk](http://www.ofgem.gov.uk)

### ***Housing advice***

#### **Shelter Scotland**

*Offers advice, information and advocacy to tenants in privately rented housing.*

Tel: 0808 800 4444

[www.shelterscotland.org](http://www.shelterscotland.org)

### ***Tenancy Deposit Schemes***

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### **Letting Protection Service Scotland**

Tel: 0844 472 6666

[www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com)

### **Safe Deposits Scotland**

Tel: 0845 604 4345

[www.safedepositsscotland.com](http://www.safedepositsscotland.com)

### **Mydeposits Scotland**

Tel: 0845 634 5400

[www.mydepositscotland.co.uk](http://www.mydepositscotland.co.uk)

### **Safety advice**

#### **Gas Safe Register**

*Offers gas safety advice and can take action to ensure that gas appliances in a property are safe.*

Tel: 0800 408 5500

[www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)

#### **Health and Safety Executive**

*Provides a range of health and safety advice.*

[www.hse.gov.uk/contact](http://www.hse.gov.uk/contact)

#### **Electrical Safety Council**

*UK charity that provides electricity safety advice for the home.*

Tel: 0131 445 4690

[www.esc.org.uk](http://www.esc.org.uk)

#### **Scottish Fire and Rescue Service**

*Fire safety advice*

[www.firescotland.gov.uk](http://www.firescotland.gov.uk)

### **Landlord and letting agent representatives**

#### **Scottish Association of Landlords**

*Represents the interests of landlords and letting agencies in Scotland.*

Tel: 0131 564 0100

[www.scottishlandlords.com](http://www.scottishlandlords.com)

#### **Scottish Land and Estates**

*Represents the interests of rural landlords in Scotland.*

Tel: 0131 653 5400

[www.scottishlandandestates.co.uk](http://www.scottishlandandestates.co.uk)

#### **Landlord Accreditation Scotland**

*Provides information on accommodation which is managed by an accredited landlord.*

Tel: 0131 553 2211

[www.landlordaccreditationscotland.com](http://www.landlordaccreditationscotland.com)

### **National Landlords Association**

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*An association for private landlords in the UK.*

Tel: 020 7840 8900

[www.landlords.org.uk](http://www.landlords.org.uk)

**Association of Residential Letting Agents**

*An association for registered letting agents.*

Tel: 0844 387 0555

[www.arla.co.uk](http://www.arla.co.uk)

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## RELEVANT LEGISLATION

Rent (Scotland) Act 1984 -clarification of illegal premiums.

Housing (Scotland) Act 1987 - landlord's identity requirement; overcrowding and serious disrepair regulation.

Data Protection Act 1998 - tenant's personal data to be held securely and only lawfully disclosed

Antisocial Behaviour etc (Scotland) Act 2004 - landlord registration regulation, anti-social behaviour.

Housing (Scotland) Act 2006 - Housing in Multiple Occupation regime; Tenancy Deposit Scheme regulatory framework; landlord's right of access; Repairing Standard and right to adapt properties.

Equality Act 2010 - discrimination, including in relation to alterations.

Interpretation and Legislative Reform (Scotland) Act 2010 - timing of service of notices

Private Rented Housing (Scotland) Act 2011 - changed the registration of private landlords; amendments to the Housing in Multiple Occupation licensing regime; introduction of Overcrowding Statutory Notices.

The Tenancy Deposit Schemes (Scotland) Regulations 2011 - tenancy deposit schemes

Housing (Scotland) Act 2014 - introduced regulatory system for letting agents.

Private Housing (Tenancies) (Scotland) Act 2016 - established the private residential tenancy.

Regulations under the Private Housing (Tenancies) (Scotland) Act 2016:

The Private Housing (Tenancies) (Scotland) Act 2016 (Consequential Provisions) Regulations 2017

The Private Residential Tenancies (Statutory Terms) (Scotland) Regulations 2017

The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017

The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017, S.S.I. 2017/297

The Private Residential Tenancies (Information for Determining Rents and Fees for Copies of Information) (Scotland) Regulations 2017, S.S.I. 2017/296

The Notice to Local Authorities (Scotland) Amendment Regulations 2017, S.S.I. 2017/295

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The Private Housing (Tenancies) (Scotland) Act 2016 (Commencement No. 2 and Saving Provision) Regulations 2017, S.S.I. 2017/293

**PLEASE NOTE** these hyperlinks links to [legislation.gov.uk](http://legislation.gov.uk) may show the enactments as originally made, so may not always show amendments.

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