



Title Information: PTH8976

Search summary

Date/Time of search	16-01-2023 14:11:10
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Transaction number	SCO-13293952
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User Reference	GARLA01-01
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Section A**PTH8976**

Property

Date of first registration	15-05-2001
Date title sheet updated to	01-03-2012
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NO1629
Title Number	PTH8976
Cadastral Unit	PTH8976
Sasine Search	<u>963</u>
Property address	MCDONALD ARMS HOTEL MAIN STREET, BALBEGGIE, PERTH PH2 6EU

Description Subjects MCDONALD ARMS HOTEL, MAIN STREET, BALBEGGIE, PERTH PH2 6EU edged red on the Title Plan together with the servitudes set out in Part III of the Disposition in Entry 4 of the Burdens Section and with the subsisting rights to real burdens specified in the Schedule below.

- Notes**
1. The parts edged and numbered in green on the Title Plan have been removed from this Title.
 2. The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title and other subjects	Part II of the Disposition to John Stuart Burgess and another, registered 10 October 2007 specified in Entry 4 of the Burdens Section.	Subjects at Main Street, Balbeggie edged and numbered 1 in green on the Title Plan, registered under Title Number PTH32535

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Section B

PTH8976

Proprietorship

EUAN SMITH and KIRSTEN SMITH both The MacDonald Arms Hotel, Main Street, Balbeggie, PH2 6EU equally between them and the survivor of them.

Entry number	1
Date of registration	06-02-2008
Date of Entry	01-08-2007
Consideration	£320,000 in respect of the Subjects in this Title and other Subjects.

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Section C

PTH8976

Securities

Entry number	1
Specification	Standard Security by said EUAN SMITH and KIRSTEN SMITH to ROYAL BANK OF SCOTLAND PLC incorporated under the Companies Acts (Registered Number SC090312).
Date of registration	06-02-2008

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Section D

PTH8976

Burdens

Number of Burdens: 5

Burden 1

Instrument of Sasine, recorded P.R.S. (Perth) 10 Apr. 1847, on Disposition by John Davidson to John Pringle and Elizabeth Pringle and their heirs and assignees of 1 acre 2 roods and 14 falls, part of lands of Balbeggie, of which the subjects in this Title form part, contains the following burdens;

In respect the said piece of ground was disposed and feued out for the express purpose of building thereon the said John Pringle and Elizabeth Pringle and their foresaids shall be bound and obliged always to keep and maintain a good and substantial dwellinghouse or houses on the said lands the front of which shall always be at the distance of nine feet from the public or any other road which may form a boundary of the ground hereby disposed and all houses to be erected on said piece of ground shall be built with stones and lime and covered with slates and when the same are so erected they shall always be kept and maintained in good and substantial repair and in like manner the said John Pringle and Elizabeth Pringle and their foresaids shall concur with the feuars immediately next to them in making march fences between their respective feus each paying an equal half of the expense thereof and further they shall be bound and obliged not to lay down any dung or manure wood coal fuel of any kind or any other material whatever on any part thereof in front of the buildings erected or to be erected on their Feu between the buildings and the principal roads.

Burden 2

Disposition by Patricia Douglas Fraser Nicoll to Norman Douglas Robinson, recorded G.R.S. (Perth) 22 Dec. 1956, of plot of ground at Balbeggie, contains the following burdens:

Under the following real burdens in favour of the Joint County Council of the Combined County of Perth and Kinross and their successors and assignees whomsoever as proprietors of 0.175 acre of ground lying to the east of the main road at Balbeggie (herein referred to as "the disponees"), namely that in the event of the subjects belonging to Patricia Douglas Fraser Nicoll or any part thereof being feued or sold for building purposes, the feuar or feuars and/or purchaser or purchasers thereof shall be taken bound to maintain the fences erected on the east and south boundaries of the said 0.175 acre of ground by the said Joint County Council so far as ex adverso the ground so feued or purchased by them respectively mutually with the said disponees or their foresaids and to repay one half of the then value of said fences to the said disponees or their foresaids; And declaring also that the said disponees and their foresaids shall have a right of access at all reasonable times to the said subjects presently belonging to the said Patricia Douglas Fraser Nicoll for the purpose of erecting, maintaining, repairing and/or renewing said fences on payment always of all surface damages thereby occasioned.

Burden 3

Deed of Servitude containing Disposition by William Joseph Goodfellow and another as heritable proprietors of the Macdonald Arms Hotel, Balbeggie (hereinafter referred to as "the Servient Tenement") to Howard Clark and another and their successors in ownership of Schiehallion, Abernyste Road, Balbeggie (hereinafter referred to as "the Dominant Tenement") registered 1 Aug. 2002 of servitude right of way for pedestrian and vehicular traffic over that area of ground tinted blue on the Title Plan ("the Servitude Area") as a means of access to and egress from the rear of the Dominant Tenement, contains the following burdens:

1. The right of way hereinbefore granted shall only be used by the proprietors of the Dominant Tenement for the time to gain access to the rear of the Dominant Tenement for the purposes of storage of a caravan on and to the rear of the Dominant Tenement and for no other purpose whatsoever.
2. For the avoidance of doubt the Servitude right hereinbefore granted shall not permit the proprietor of the Dominant Tenement to park on the Servient Tenement otherwise than for the purposes of coupling up and unhitching a caravan.
3. The said servitude right shall at all times be exercised so as to cause as little disturbance and inconvenience as possible to us and our successors in the ownership of the Servient Tenement and to the patrons of the Macdonald Arms aforesaid and
4. For the avoidance of doubt and notwithstanding the foregoing servitude right hereinbefore granted, we, the said William Joseph Goodfellow and Mrs Hazel Lesley-Jane Goodfellow and our successors as proprietors of the Servient Tenement and our and their customers shall be entitled to continue to park vehicles on the Servient Area but not (unless with the consent of the said Howard Clark and Mrs Linda MacDonald Clark or their successors foresaid) in front of the gates at the point arrowed and lettered "A" in blue on the said Plan; provided, however, that when the owners for the time being wish to exercise the rights hereinbefore granted they are required to notify the owners of the Servient Tenement who shall take all reasonable care to ensure that the servitude right can be exercised.

Burden 4

Disposition by Trustees for the Firm of Curly Lloyds to John Stuart Burgess and another and their assignees, registered 10 Oct. 2007, of ground, forming part of the garden ground of the MacDonald Arms Hotel, Main Street, Balbeggie, extending to one hundred and seventy seven square metres or thereby edged and numbered 1 in green on the Title Plan, contains the following real burdens and servitudes,

Part I:

Interpretation:

the benefited property means ALL and WHOLE the subjects known as the McDonald Arms Hotel, Main Street, Balbeggie, Perth, PH2 6EU, registered under Title Number PTH8976 and also under Title Number PTH14150

the burdened property means ALL and WHOLE the property disposed by the foregoing Disposition by Balformo Developments Limited and BM Taverns Limited as Trustees foresaid in favour of John Stuart Burgess and Mrs Carol Elizabeth Burgess.

Part II: Real Burdens

The following real burdens are imposed on the burdened property in favour of the benefited property:-

1. The fence separating the benefited property and the burdened property shall be maintained by the proprietors of the burdened property; and
2. The burdened property shall be used in all time coming as garden ground and for no other purpose except with the express consent of the proprietors of the benefited property.

Part III: Servitude

The following servitude is imposed on the burdened property in favour of the benefited property:-

1. A right of access over the burdened property for the purpose of maintenance, repair and renewal of any part of the benefited property.

Burden 5

Explanatory Note:

The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed.

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Pending Applications

PTH8976**Application Number** 19PTH02846**Date of Application** 12-03-2019**Valid From****Valid To****Application Status** CONFIRMED**Consideration** £30,000**Title number** PTH55534**Application Type** Transfer of Part**Parent Title Number** PTH8976

Applicants

JAMES ANTHONY MCCOLE, 37 VIEWLANDS TERRACE, PERTH, PH1 1BZ

Granters

EUAN SMITH, , KIRSTEN SMITH,

Property Addresses

MAIN STREET, BALBEGGIE, PERTH, PH2 6EU

Additional Information

439 SQUARE METRES AT THE MACDONALD ARMS HOTEL

Deeds

Agent No.	Deed type	Deed Details
7497	Disposition	EUAN SMITH AND ANOTHER ifo JAMES ANTHONY McCOLE

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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Application Number	19PTH02847
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Date of Application	12-03-2019
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Valid From	
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Valid To	
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Application Status	CONFIRMED
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Consideration	£30,000
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Title number	PTH8976
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Application Type	Dealing with Whole
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Parent Title Number	
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Property Addresses

MCDONALD ARMS HOTEL, MAIN STREET, BALBEGGIE, PERTH, PH2 6EU

Deeds

Agent No.	Deed type	Deed Details
3888	Discharge of Servitude Right	HAMISH CLARK AND ANOTHER/ EUAN SMITH AND ANOTHER

Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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PRIVATE RESIDENTIAL TENANCY AGREEMENT

1. TENANT

Name and Address:

(“the Tenant”)

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:

Telephone number:

2. LANDLORD

Name:

(“the Landlord”)

Address (Landlord):

Email address:

Telephone number:

Registration number: _____ [is pending – the Landlord will inform the Tenant of the Registration number once they have it]

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 either hard copy by personal delivery or recorded delivery; or the email addresses set out in clauses 1 and 2.



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4. DETAILS OF THE LET PROPERTY

Address: [Redacted]
[Redacted]
[Redacted]
(the Let Property)

Type of property: [Redacted]
(For example: Flat / Bungalow / Cottage / Terrace House / Semi-detached House / Detached House etc.)

Any other areas/facilities included with the Let Property: [Redacted]

Any shared areas/facilities: [Redacted]

Any excluded areas/facilities: [Redacted]

The Let Property is [unfurnished/furnished or partly furnished]. See the Inventory and Record of Condition for further details.

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

5. START DATE OF THE TENANCY

The private residential tenancy will start on: [Redacted]
(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 £ 900.00 a calendar month payable in advance.

The first payment will be paid on 1st MAY 2023 and will be payable monthly thereafter on the 1st day of each month.

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

[Redacted]
[Redacted]
(list the services together with the prices).

8. 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.

9. 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 (when a deposit is paid in instalments then each instalment must be lodged within 30 working days of that instalment being paid).

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 £ 750.00 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.

The scheme administrator is _____ (insert name) and
their contact details are: _____

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>)

10. 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).

11. NOTIFICATION ABOUT OTHER RESIDENTS

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)

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".

12. 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.

13. 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.

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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.

14. ABSENCES

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.

15. 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.

16. 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.
- 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.

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- 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 fire¹.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas².

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 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:

¹ Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires

² Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing.



The Landlord must ensure that mains-powered smoke alarms or tamper proof long-life lithium battery 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.

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).



17. 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.

18. 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 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.

19. 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:



- 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.

20. 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.

21. DATA PROTECTION

The Landlord must comply with the requirements of the Data Protection Laws to ensure that the Tenant's personal information is held securely and only lawfully disclosed.

22. 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:-
 - 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 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 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 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.

SCHEDULE 3 to the act – EVICTION GROUNDS

Schedule 3 sets out the 18 grounds under which a Landlord may seek eviction.

- The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.
- The Landlord intends to sell the Let Property to alleviate financial hardship.
- 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 live in the Let Property to alleviate financial hardship.
- 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

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Property. The application must usually be made within 12 months of the Tenant's conviction.

- 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.
- 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.

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- The Tenant is in rent arrears over three consecutive months. 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 and the extent the landlord has complied with pre-action protocols for rent arrears as required by the Coronavirus (Recovery and Reform) (Scotland) Act 2020.
- The Tenant is in substantial rent arrears (equivalent to 6 months' worth of rent)
- The tenancy was granted to an employee and the Tenant is no longer an employee.

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.

23. 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.

24. LOCAL AUTHORITY TAXES/CHARGES

The Tenant will notify the local authority that they are 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.

25. 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. 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.

26. 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.

27. 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.

28. PRIVATE GARDEN

The Tenant will maintain the garden in a reasonable manner.





29. ROOF

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

30. 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 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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

