

SHORT ASSURED TENANCY AGREEMENT



Academic year Sept 2017 - 2018

**Hyndland House Student Accommodation
44 Week Contract – En-suite**

NAME OF TENANT

ROOM/FLAT NUMBER

En-suite Hyndland House

TENANCY PERIOD

Academic year September 2017 /18

This Tenancy Agreement is governed by Scottish law which international Tenants may find is different to the law which applies in their own country. Take advice before signing this Agreement if you feel you need it. If you have any queries regarding this Agreement, please contact the Agent, whose details are given below. The Agent will not give you legal advice, but may be able to clarify anything you do not understand.

On completion of the Agent's booking process, an agreement is made between the Landlord and the Tenant that the Landlord will grant, and the Tenant will take, a tenancy of the Accommodation on these terms and conditions.

If the Tenant is not available to sign this Agreement before the due date for returning it to the Landlord, accommodation will be reserved for the Tenant provided the Agreement is signed and returned (with the Deposit) by the Guarantor. In such cases, the Tenant will be asked to sign the Agreement before taking occupation, and the Guarantor will be liable for the Tenant's financial obligations in this Agreement if the Tenant fails to do so.

If any of the Deposit is due to be returned at the end of the tenancy, the Landlord's policy is to pay the refund to the Tenant, irrespective of who paid the Deposit at the start of the tenancy.

1 Definitions and interpretation

1.1 In this Tenancy Agreement the following words shall have the meanings given to them in this clause.

Guarantor	[] who is the person standing as guarantor to Guarantee the performance of the Tenant's obligations in this Tenancy Agreement.
Landlord	RBS Pension Trustee Limited 1 Princes Street London EC2R 8AA
Agent	Derwent Facilities Management Limited (company number 07264667) (trading as Derwent Students) of No.1 Centro Place, Pride Park, Derby, DE24 8RF
Tenant	[] who is the Tenant under this Tenancy Agreement.
Accommodation	En-suite room - Hyndland House being a single room/flat within the Building.
Accommodation Contents	The fixtures fittings and equipment listed on the Inventory as being provided in the Accommodation.
Building	The student housing development named on the first page of this Tenancy Agreement, which includes the Accommodation and common parts.
Building Common Parts	All structural elements and the exterior of the Building, all conducting media serving the Building and any other parts of the Building which are not in a Flat, including any cycle and bin stores, communal gardens or landscaped areas, parking areas and those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation.

Building Contents	The contents listed on the Inventory as being provided by the Landlord at the Building
Common Parts	The Building Common Parts
Contents	The Accommodation Contents, and Building Contents or any of them as the context requires
Deposit	£250.00 payable to the Agent by the Tenant if this agreement is for the Student's first tenancy in the Building or £99.00 if this agreement is for the Student's second or subsequent tenancy in the Building, to be lodged by the Agent with an approved Tenancy Deposit Scheme as stakeholder.
Fees	The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with the terms of this Tenancy Agreement, and which include the price payable for any extra goods or services which the Tenant has ordered.
Independent Case Examiner (ICE)	The officer of the Tenancy Deposit Scheme who will consider cases where there is a dispute about the Deposit at the end of the Tenancy and decide how the Deposit should be allocated
Inventory	The inventory attached to this Tenancy Agreement
Rent	£6028 for the Tenancy Period (equivalent to a charge of £137.00 per week) payable in advance by the three instalments on or before the Rent Dates. This sum includes charges for gas and electricity and charges for water supply.
Rent Dates	As chosen by the Tenant during the process
Rights	(a) To use the Building Common Parts sharing them with other residents; (b) To use the Building Contents allocated to the Accommodation for their intended purpose and sharing them with other residents; (c) To have the Services provided.

- Services
- (a) Maintenance (including external window cleaning), repair and insurance of the Building;
 - (b) Cleaning and lighting of the Building Common Parts;
 - (c) Hot and cold running water supply to the Accommodation;
 - (d) Electricity and gas supply to the accommodation (subject to additional charges for high consumption, as set out in clause 4.9);
 - (e) Insurance of the Tenant's possessions (in accordance with the policy details supplied to the Tenant);
 - (f) Disposal of rubbish deposited in proper receptacles provided in the Building;
 - (g) Security of the Building.
- Tenancy Period
- From 9th September 2017 to and including 14th July 2018
[44 Weeks]
- Tenancy Agreement
- Means the agreement for the occupation of the accommodation made or to be made between the Landlord and Tenant on the Landlord's standard terms and conditions for short assured tenancies.
- 1.2
- Words indicating a male gender include females.
- 1.3
- Where this Tenancy Agreement requires notice or consent, that notice or consent must be in writing but this can include fax or email as long as it is sent to the numbers or addresses given in this Tenancy Agreement or subsequently.
- 1.4
- It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and is not able to obtain it.
- 1.5
- The word "including" means "including, but not limited to" and any list that follows the word "including" is not an exhaustive list.

2 Guarantee

- 2.1
- The Tenant will, as a pre-condition of the Tenancy Agreement, procure a person who is either in full-time employment or a home owner and will

guarantee the performance of the Tenant's obligations in the Tenancy Agreement.

- 2.2 The guarantee will be in the Landlord's standard form, and can be viewed on the Derwent Students website (guarantee agreement).

3 Agreement to Grant a Tenancy

- 3.1 The Landlord agrees to grant and the Tenant agrees to accept a short assured tenancy of the Accommodation together with the Rights for the Tenancy Period on the terms and conditions set out in this Tenancy Agreement and reserving the Rent and the access rights in this Tenancy Agreement to the Landlord.

This agreement is intended to create a Short Assured Tenancy as defined in Section 32 of the Housing (Scotland) Act 1988 and the provisions for the recovery of possession by the landlord in Section 33 thereof apply accordingly

- 3.2 Where this document or a copy of it has been made available to a person who, without having signed it, subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy of the Accommodation by the act of moving in, and that tenancy shall be on the terms set out in this Tenancy Agreement.

- 3.3 Unless the tenancy has already started the Tenant may cancel this Agreement (by giving the Landlord written notice of cancellation) at any time during the 3 working days after the date of this Agreement (the "Initial Cancellation Period"). If the Tenant cancels this Agreement in these circumstances the Landlord will make no charge and will return the Deposit in full to the Tenant.

4 Tenant's Obligations

- 4.1 To pay the Rent in the specified instalments and any Fees on or before the Rent Dates by Direct Debit or by secure electronic payment via the means offered at the website www.derwentstudents.com (or such other payment method as the Landlord may have previously agreed in writing) PROVIDED THAT:
- 4.1.1 If the Tenancy Period is for more than 44 weeks and the Tenant pays all the Rent due under this Agreement before the start of the contract, the Landlord shall reduce the total rent payable for the Tenancy Period by £100
- 4.1.2 A Fee of 1.5% of the amount due shall be added to Rent paid by credit card (but not if paid by debit card) to cover the handling fees charged by the Landlord's bank.
- 4.2 To pay any Rent Fees or any other sum payable which are due within 14 days of the Landlord's invoice. To pay a late payment charge of £ 25.00 on Rent Fees or any other sum payable under the Student Tenancy Agreement if more than 14 days overdue.
- 4.3 In the event of non payment, the Tenant gives the Landlord and the Landlord's Agent permission to contact the Tenant's University and request the Tenant's forwarding address
- 4.4 To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in this Tenancy Agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary the costs and fees payable to a debt collection agency (which are likely to be 17.5% of the debt) and the proper and reasonable costs of tracing the Tenant and Guarantor, current charge £ 45.00 per person)
- 4.5 Where damage or loss occurs within the Building or the cluster flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or

reinstating the loss PROVIDED THAT the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor.

- 4.6
- 4.6.1 Unless it is the local authority's policy not to issue them, to hold a current Council Tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request; and
- 4.6.2 To reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building) as a result of the Tenant's failure to comply with clause 4.6.1 or as a result of the Tenant not having exempt status for Council Tax purposes.
- 4.7 To pay to the supplier all charges for telephone and other telecommunications services to the Accommodation (including calls, line rental, connection and disconnection) unless included in the rent.
- 4.8 To pay to the supplier all charges for satellite or cable television services supplied to the Accommodation (including line and equipment rental, programme supply, connection and disconnection) unless included in the rent.
- 4.9 To pay to the Landlord within 14 days of demand the proper and reasonable charges for all electricity and gas used at the Accommodation in excess of the average consumption allowance of £11.00 per week included in the Rent. If the Accommodation is not separately metered, the Landlord will work on the basis of average consumptions in the Building (acting fairly and impartially). No allowance will be made to one occupier who believes they have used less energy than another, if the Accommodation is not separately metered.
- 4.10 To keep the Accommodation and their contents in a clean and tidy condition and not to do anything which makes the Building Common Parts or the Building Contents dirty or untidy or which damages them. The Landlord shall be entitled to carry out inspections to ensure compliance with this clause, but

will usually give 24 hours notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord shall be entitled to have the work carried out and re-charge the cost to the Tenant. In addition to the cost of the work, the Landlord shall be entitled to charge an administration fee equivalent to 10% of the cost of the work, for having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within 14 days of the Landlord's invoice for them and shall be liable to pay interest on any late payments.

4.11 Not to affix anything (including aerials, cables or satellite dishes) to the exterior of the Building.

4.12 To check the Inventory and report any discrepancy to the Landlord within 7 days of the Tenant starting to occupy the Accommodation. **WARNING** If there is any damage to the Accommodation or the Accommodation Contents at the end of the tenancy the Tenant may find it difficult to prove that she/he was not responsible, if she/he failed to report the problem at the start of the tenancy.

4.13

4.13.1 Not to remove any of the Contents from the Accommodation or the Building Common Parts to which they are allocated;

4.13.2 To use the Contents carefully and not damage them;

4.13.3 To pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear, or recovered on the Landlord's insurance). Charges for replacing Contents are set out on the Inventory; charges for repair will be the proper and reasonable costs of repair which the Landlord incurs as a result of the damage; and

4.13.4 To leave the Contents in their original positions at the end of the Tenancy period.

4.14

4.14.1 Not to remove anything which is attached to any part of the Building;

4.14.2 Not to fix anything to any part of the Building;

4.14.3 Not in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents and to reimburse to the Landlord the proper and reasonable cost of making good or reinstating any removal, attachment, alteration or damage (unless it caused by fair wear and tear or recovered on the Landlord's insurance).

WARNING: Damage or marks caused by fixing things to the walls, floor, ceiling, windows or doors will not be treated as fair wear and tear. If the Tenant wishes to display notices or posters, the Tenant should use only the notice board provided for that purpose. If the Tenant marks a surface by using Blu Tack, Sticky Stuff, Poster Putty or similar products, and the mark will not clean off, the Landlord shall be entitled to charge the Tenant a contribution towards the cost of redecorating the surface. The cost of redecorating will be reduced by 20% for each year that has elapsed since the surface was last redecorated. In addition to redecoration charges, the Landlord will charge the Tenant for the cost of repairing holes caused by nails, pins or screws.

4.15 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.

4.16 Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing.

4.17 Promptly to report to the Landlord any failure of the Services and any damage to the Contents, or the Building or any part of it.

4.18 Not to bring any non-portable electrical appliance with a high wattage (above 200w) including portable heater, fridge, freezer, washing machine or dishwasher into the Building and not to bring any additional furniture into the Building without the Landlord's consent (which will not be withheld unreasonably).

- 4.19 Not to obstruct corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk. Weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items being used as weapons will always be treated as being unsafe in a student residence and their possession or use in the building will be treated as a serious breach of this tenancy agreement.
- 4.20 Not to make any duplicate keys or change the locks to the Accommodation and at the end of the tenancy to hand back the Accommodation to the Landlord in a good re-lettable condition, together with all keys and access devices and:
- 4.20.1 If the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 7.5, and returning the keys to the Landlord will not in itself be sufficient to end the tenancy;
- 4.20.2 If the Tenant does not return all keys and access devices to the Landlord at the end of the tenancy the Landlord will use reasonable endeavours to contact the Tenant to request their return. If the Tenant has not returned all keys and access devices to the Landlord within 48 hours after the end of the tenancy the Landlord may change the locks (as long as the Tenant has vacated) and charge the Tenant for its net losses including net loss of income and the proper and reasonable cost of changing the locks.
- 4.21 Not to allow anyone else to live at the Accommodation (where "live" means they are in occupation for more than 2 consecutive nights) whether with the Tenant or instead of the Tenant. The Tenant must not transfer the tenancy or create a sub-tenancy. If the Tenant does not comply with this clause, the Landlord may terminate this Agreement in accordance with clause 7 and take steps to evict the Tenant and any person who lives in the Accommodation unlawfully.
- 4.22 Not to allow more than one visitor to stay in the Accommodation overnight and not to have an overnight visitor on more than 2 consecutive nights or

more than 2 nights in the same week (Sunday to Saturday). If the Tenant has more than the permitted number of visitors or visits, the Landlord shall be entitled to charge the Tenant for the additional occupation at the same rate per person as the Rent, without in any way acknowledging that the additional occupier(s) live in the Accommodation lawfully. The Tenant must pay the charges for over-occupancy within 14 days of the Landlord's invoice for them. The Landlord shall also be entitled to claim from the Tenant the Landlord's net losses arising as a result of the Tenant having more visits or visitors than are permitted in this Agreement. For example, if another tenant leaves because the Tenant frequently exceeds the permitted visits and causes a nuisance, the Landlord may claim most of the lost rent from the Tenant.

- 4.23 To be responsible for all the Tenant's invited visitors to the Building; to make sure those visitors are aware of the need to behave responsibly and with respect for other residents and to make sure they do so; and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building
- 4.24 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably). If the Landlord consents to the Accommodation being left unoccupied this alone will not terminate the tenancy.
- 4.25 To use the Accommodation only as a study bedroom for single residential occupancy (except for any visitor permitted by clause 4.22).
- 4.26 Not to place any posters or notices (other than temporary notices of a domestic nature, such as "Back in 10 minutes") so as to be visible from outside the Accommodation.
- 4.27 Not to bring any animal into the Building unless it is an aid for a person who has a disability.
- 4.28 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.

- 4.29 Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. **Persistent breach of this clause, particularly where it occurs between 11.00 pm and 7.00 am on Sunday evenings to Friday mornings and between 11.00 pm and 9.00 am on Friday evenings to Sunday mornings is likely to be anti-social behaviour, which could be reported to the authorities and/or lead to termination of the Tenancy Agreement** (see clause 7).
- 4.30 Promptly to send to the Landlord a copy of any communication the Tenant receives which is likely to affect the Landlord, the Accommodation or the Building.
- 4.31 Not to park any vehicle on any part of the Building other than in the designated parking area. Not to park any vehicle other than a private car, small van, motor cycle or bicycle in that area and not to use the parking area for any other purpose but parking. Vehicle cleaning and maintenance are not permitted in the parking area.
- 4.32 Not to cause any obstruction in any accessway serving the Building or the Accommodation or neighbouring property.
- 4.33 Not to leave litter or rubbish in any of the Building Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building, and not to allow rubbish to accumulate in the Accommodation. The Landlord shall be entitled to carry out inspections to ensure compliance with this clause. If there is evidence of non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord shall be entitled to have the work carried out and re-charge the cost to the Tenant (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers). In addition to the cost of the work, the Landlord shall be entitled to charge an administration fee equivalent to 10% of the cost of the work, for having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within 14 days of the Landlord's invoice for them and shall be liable to pay interest on any late

payments. A reasonable timescale for removing rubbish which is a hazard to health or safety is 24 hours or less.

4.34

To comply with all applicable legislation to avoid the Tenant's actions or negligence having an adverse effect on the Landlord or on the owners or occupiers of nearby property. The Landlord's policy is one of constructive engagement with the police and other authorities where appropriate and for the purposes of this clause, possession, use, supply or dealing in any of the following will always be treated as a serious breach of the Tenancy Agreement if it happens in the Building or the surrounding area:

4.34.1 Controlled drugs;

4.34.2 Substances which it is lawful to possess, with intent to induce a hallucinogenic, narcotic or artificially exalted state if that causes a nuisance to neighbours or other occupiers of the Building or damage to the Building or other people's property (and breach of this clause will be considered a serious breach of this Tenancy Agreement);

4.34.3 Stolen goods.

4.35

Not to smoke in any part of the Building (in order to protect the health, safety and welfare of other people who live and work there). All bedrooms are designated as non-smoking. Smoking in the Common Parts within a building at the Scheme is also a criminal offence and will be treated as a **serious breach** of this Tenancy Agreement.

4.36

To allow the Landlord, and any workers acting on its behalf, access to the Accommodation at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required, but will be entitled to have immediate access in an emergency, where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of his/her obligations in this Tenancy Agreement, or where the Landlord has serious concerns regarding the Tenant's welfare. If the Landlord notifies the Tenant that access is needed and agrees with the Tenant a time and date for access, the Landlord shall be entitled to enter the Accommodation at the

agreed time whether or not the Tenant is present, but only for the purposes of exercising the Landlord's rights and/or carrying out the Landlord's obligations in this Tenancy Agreement.

4.37 At the end of the Tenancy Period, the Tenant is required:

4.37.1 To clean the Accommodation

4.37.2 To leave the Accommodation and remove all the Tenant's possessions and any rubbish;

4.37.3 To make sure all Accommodation Contents are in the condition as described in the Inventory and left in their original positions;

4.37.4 To return to the Landlord all keys and access devices to the Accommodation, and the Building by 12 noon on the last day of the tenancy.

4.38 To comply with any reasonable request by the Landlord not to invite to the Accommodation or any part of the Building any person whom the Landlord reasonably suspects of being a convicted criminal or of having committed any crime or act of nuisance which the Landlord reasonably considers would be detrimental to management of the Building or the interests of its occupiers.

4.39 Not to use any chip pans, deep fat fryers or similar cooking equipment using a heated container holding oil more than 1 cm deep in any part of the Building.

4.40 Not to light candles, joss-sticks or any portable gas or oil burning fires in any part of the Building.

4.41 Not to smoke cigarettes or pipes of any kind or use any other smoking or burning apparatus in the Building, which includes the Accommodation and all communal or circulation areas such as stairwells, lifts, common rooms and offices.

4.42 The Tenant is prohibited from running a business or carrying out any trading from the accommodation.

- 4.43 The Tenant has represented to the Landlord that during the Tenancy Period the Tenant shall be a student at a further education college or higher education institution. The tenant must maintain their student status throughout the Tenancy Period.
- 4.44 To purchase a TV licence for the Accommodation as this is not provided by the Landlord or Agent. If a television is used in the Accommodation or TV is accessed through the internet connection you will require a TV licence. Contact TV Licensing directly for further details.
- 4.45 To notify the landlord promptly when an infestation is found in the accommodation. Costs incurred for cleaning the accommodation, removal and treatment by a specialised contractor and replacement or repair of any furnishings will be charged to the tenant.

5. Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying any Fees due for them).
- 5.2 Except in the case of an emergency or for reported repairs or where the Landlord has reasonable cause for concern about the Tenant's welfare or to investigate a suspected or persistent a serious breach of the Tenant's obligations to give the Tenant at least 24 hours notice prior to entering the Accommodation.
- 5.3 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.
- 5.4 Not to disclose personal information obtained from the Tenant or the Guarantor except as permitted by clause 6.2 of this Tenancy Agreement.
- 5.5 **Because the tenancy is a short assured tenancy**, the Landlord is required to place the Deposit in an approved tenancy deposit protection scheme. If at the termination of the tenancy any sums are due to be paid from the deposit under clause 6 the landlord shall apply to the tenancy deposit scheme as

soon as reasonably practicable for return of the deposit either in whole or in part and notify the tenant. If the full amount of the deposit is due to the tenant, the tenant shall be responsible for applying to the tenancy deposit scheme for its release

6. The Deposit

6.1 The Deposit will be held by the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

6.2 Any interest earned on the Deposit will belong to the Agent.

6.3 The Deposit has been taken for the following purposes:

6.3.1 Any damage, or compensation for damage, to the Accommodation or the Building Common Parts and their respective Contents, or for missing items, for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, and the age and condition of each and any such item at the commencement of the Tenancy Period. The Deposit may not be used to repair damage or loss caused by risks that the Landlord has insured against or for repairs that are the responsibility of the Landlord (unless the damage was caused by the Tenant's failure to behave in a tenant-like manner or unless the Tenant's action or neglect has invalidated the insurance cover). If the Landlord claims on its insurance for damage, the Deposit may be used to pay the excess on the policy.

6.3.2 The reasonable costs incurred in compensating the Landlord and the Agent for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under this Tenancy Agreement, including those relating to the cleaning of the Accommodation, the Building Common Parts to which the Tenant has access, and their respective Contents.

6.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.

6.3.4 Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy Period.

6.3.5 Any other loss arising as a result of any breach of the Tenant's obligations in the Tenancy Agreement (including the Landlord's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers).

6.4 The Agent must tell the Tenant within 10 working days of the end of the Tenancy Period (or earlier termination of the tenancy) if they propose to make any deductions from the Deposit.

6.5 If there is no dispute about the proposal the Agent or the landlord shall apply to the tenancy deposit scheme as soon as reasonably practicable for return of the deposit either in whole or in part and notify the tenant.

6.6 The Tenant shall inform the Agent in writing, within 5 working days after the receipt of any notice under clause 6.4 above if the Tenant intends to dispute any of the proposed deductions from the Deposit.

6.7 The Tenant and the Agent agree to use reasonable attempts to resolve any differences of opinion over the allocation of the Deposit.

6.8 If the parties have not been able to agree on the allocation of the Deposit within 10 working days after the Tenant informs the Agent that they dispute the proposed deductions, the dispute may be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

6.9 The Tenancy Deposit Scheme may regard failure to comply with time limits as a breach of its rules and if the ICE is later asked to resolve any dispute, it may refuse to adjudicate in the matter.

6.10 The statutory rights of the Landlord and the Tenant to take legal action through the sheriff court remain unaffected.

7. Other conditions

- 7.1 The Tenant and the Guarantor hereby authorise the Landlord and the Agent to use their personal data for all lawful purposes in connection with this Tenancy Agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Tenant or to others at the Building or to the Landlord's or other people's property). The Landlord and the Agent may share information about the Tenant with the Tenant's educational institution and/or with the Guarantor where it is reasonable and appropriate to do so. Sharing of information will usually only occur where there is a cause for concern regarding student care, welfare or behaviour but for the avoidance of doubt the Tenant hereby authorises the Landlord and the Agent to share the Tenant's sensitive personal data with the Tenant's educational institution and/or with the Guarantor for all reasonable purposes connected with the tenancy. If the Tenant has not complied with their obligations in this agreement the Landlord or the Agent may refuse to give a reference, or may give an adverse reference as long as it is factually correct.
- 7.2 The Landlord's and the Agent's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the Landlord's or the Agent's negligence, breach of statutory duty or breach of obligation in this Tenancy Agreement (which includes the acts or omissions of the Landlord's employees or other persons acting on the Landlord's instructions).
- 7.3 The Landlord is not liable to repair any damage caused by the Tenant unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.
- 7.4 The Landlord may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the residents using them (provided that this does not create any health risk).
- 7.5

- 7.5.1 The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's reasonable opinion) is likely to cause damage to the Building but (unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant);
- 7.5.2 If the Landlord has to clear rubbish left anywhere other than the bin stores, and cannot find out who left it there, the Landlord will be entitled to charge the proper and reasonable costs of removing it to the residents who have access to the area where the rubbish was left;
- 7.5.3 The Landlord is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period and shall not be obliged to return any such item to the Tenant, although if an item is of obvious value the Landlord will deal with it in accordance with clauses 7.5.4 to 7.5.7;
- 7.5.4 The Landlord will use reasonable attempts to contact the Tenant if any item of obvious value is left at the Accommodation but if the Landlord (despite reasonable efforts) is not able to contact the Tenant, or if the Tenant does not collect the item from the Landlord, or give the Landlord directions as to where to send it, within a reasonable time of the Landlord making contact, then the Landlord shall be entitled to sell the item for the best price reasonably obtainable;
- 7.5.5 If the Tenant requests the Landlord to forward an item, the Landlord may require the Tenant to pay the costs of postage or shipment (where the costs exceed £2.50) before agreeing to send the item. Provided the Landlord has addressed the item as requested by the Tenant, and obtained a certificate of posting, the Landlord shall not be liable to the Tenant if the Tenant does not then receive the item. Items will not be sent recorded, insured or special delivery unless the Tenant requests it and pays the shipper's costs in advance of despatch;
- 7.5.6 If the Landlord is entitled to sell an item under this clause, 7.5 the Landlord may use a proper and reasonable amount from the proceeds of sale in or towards payment of any debt which the Tenant owes to the Landlord and will

also be entitled to deduct the proper and reasonable costs of effecting the sale and forwarding the proceeds, but will otherwise promptly return the proceeds (or the balance of them) to the Tenant;

7.5.7 If it is not possible (despite reasonable efforts) for the Landlord to contact the Tenant, or if after making initial contact it is then not possible for the Landlord to return any proceeds of sale to the Tenant's last known address or card account, then the Landlord shall be entitled once 6 months have expired after the end of the Tenancy Period to use the proceeds to pay for new Contents for the Building. This clause does not affect the Tenant's right to the proceeds of sale, if the Tenant claims them subsequently, but the Tenant shall not be entitled to demand a return of any item which the Landlord has sold as permitted by this clause.

7.6 Right to carry out building works on adjoining land

7.6.1 The Landlord reserves full rights at any time during the Tenancy Period to carry out building works on and to alter or rebuild any buildings already erected on any adjoining or neighbouring property and to use such adjoining or neighbouring property or any present or future buildings in such a way as the Landlord thinks fit;

7.6.2 Whilst the Landlord will use all reasonable endeavours to minimise inconvenience to the Tenant, and where possible give advance notice of any works, the rights in clause 7.6.1 shall apply even though access of light and air to the Building may be affected or the amenity of or access to the Accommodation or Building may be temporarily obstructed altered or interfered with and / or some noise, vibration or dust may be experienced during any programme of works.

7.7 The Landlord shall not be liable to the Tenant under the implied covenant for quiet enjoyment for the actions or negligence of any other occupier in the Building if the other occupier's act or neglect is in excess of their own legal rights or in breach of the terms of their tenancy agreement.

7.8 The Guarantor's obligations can only be brought to an end as stated in the guarantee agreement

- 7.9 This Tenancy Agreement is not intended to confer any benefit to anyone who is not a party to it
- 7.10 This Tenancy Agreement contains all the terms agreed to by the parties at the time it comes into effect and any variation to the terms will only be effective if agreed in writing between the Tenant and the Landlord. The Landlord will confirm any agreed variation to the Tenant in writing at the time the variation is made.

8 Termination of this Tenancy Agreement

8.1 This short assured tenancy may be ended by:-

- (a) The tenancy reaching its end date and the landlord giving two months prior written notice that possession of the house is required in terms of Section 33 of the Housing (Scotland) Act 1988 at that end date.
- (b) By the landlord serving on the tenant a Notice to Quit. The landlord may serve such notice either
 - (i) To terminate the tenancy at its end date
 - (ii) To terminate the tenancy where the tenant has broken or not performed any of the obligations under this agreement

8.2 This short assured tenancy may also be ended by the landlord giving the tenant the required notice in the prescribed format in terms of Section 19 of the Housing (Scotland) Act 1988 of their intention to commence proceedings and then subsequently obtaining an order for recovery of possession from the Sheriff Court on one or more of the following grounds set out in schedule 5 of the Housing (Scotland) Act 1988:-

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

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

Part 1

- Ground 1: The landlord requires the property for himself or his spouse for use as the principal home of one or both of them.
- Ground 2: The accommodation is subject to a heritable security (a mortgage) and the lender is entitled to sell the accommodation because of the landlord's failure to keep to the condition of the loan.
- Ground 3: The accommodation is let under a tenancy for a specified period not exceeding eight months- off season holiday let.
- Ground 4: The tenancy is provided by a specified educational institution and is let during vacation time of a property normally let to students.
- Ground 5: The accommodation is held for the purpose of being available for occupation by a minister or a full-time lay missionary.
- Ground 6: The landlord intends to demolish or reconstruct or carry out substantial works to all or part of the accommodation.
- Ground 7: The tenancy has devolved under the will or intestacy of the former tenant.
- Ground 8: At least three months' rent is in arrears both on the date on which the notice of proceedings was served and at the date of the court hearing.

Part II

- Ground 9: Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.
- Ground 10: The tenant continues to occupy the premises having given notice to quit to the landlord.
- Ground 11: The tenant has persistently delayed paying rent.
- Ground 12: Some rent is unpaid at the start of court proceedings and at the time of serving the notice of proceedings.
- Ground 13: Any obligation of the tenancy (other than the obligation to pay rent) has been broken by the tenant.
- Ground 14: The tenant or anyone living with him has allowed or caused damage to the accommodation or common parts of the building in which the accommodation is situated.
- Ground 15: The tenant or anyone living with him has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the premises.

- Ground 16: The tenant has damaged the furniture or allowed it to become damaged.
- Ground 17: The accommodation is let to the tenant in consequence of his employment by the landlord and the employment has now ceased.

Any such action will not restrict or limit any other legal rights, which the landlord may have in pursuing the tenant for breaches of the tenant's obligations under the agreement.

The tenant, having already acknowledged receipt of notice that the accommodation is subject to a heritable security and the lender may be entitled to sell the accommodation if the landlord fails to keep to the conditions of the loan hereby acknowledges under this agreement that the landlord can recover possession of the property at the termination of the term under Ground 2 of Part 1 of Schedule 5 of the Housing (Scotland) Act 1988.

- 8.3 The Tenant may cancel this Tenancy Agreement or terminate their tenancy by giving written notice to the Landlord, but **the Tenant may incur cancellation Fees and/or continuing liability for Rent** as follows, in accordance with the Landlord's cancellation policy [This can be found on the Derwent Students website]. Where the Tenant notifies the Landlord of cancellation after collecting the keys to the Accommodation:
- 8.3.1 the Tenant remains liable to comply with the tenancy obligations, including the obligation to pay Rent, for the period until a replacement tenant becomes liable to pay it (and for any shortfall in Rent after it has been let if the Landlord is not able to achieve as much Rent as the Tenant would have paid if this Tenancy Agreement had not been cancelled);
- 8.3.2 The Landlord will attempt to re-let the accommodation but it will be the Tenant's responsibility to find a replacement, and this must be a full-time University or College student who is reasonably acceptable to the Landlord as a prospective tenant, the Landlord will decide promptly whether or not a prospective replacement would be an acceptable tenant; and who is not already renting accommodation from the Landlord;
- 8.3.3 If the Landlord finds an acceptable replacement the Tenant will pay the Landlord an administration fee of £50;

8.3.4 The Landlord will be entitled to use the Deposit towards payment of any Rent and Fees that the Tenant is liable to pay and any damage chargeable to the Tenant;

8.3.5 The Landlord will refund to the Tenant any part of the Deposit that is not applied towards payment of Rent and Fees or payment for damage;

8.3.6 The Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability for rent or chargeable damage;

8.3.7 The provisions in this Tenancy Agreement relating to cancellation and termination apply whether or not the Tenant is a student at the time of cancellation or termination.

8.4 The Landlord reserves the right to permanently relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to do so but, unless the relocation is at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this Tenancy Agreement, the Tenant will have the right to terminate this Tenancy Agreement (without having to comply with the conditions in clause 8.3) as an alternative to relocating. If the relocation is because the Tenant is in serious or persistent breach of one or more of their obligations in this Tenancy Agreement, the Landlord shall be entitled to charge the Tenant a £50 administration fee for dealing with the transfer.

8.5 The Landlord reserves the right to provide to the Tenant alternative accommodation in the event that the Accommodation is unavailable for the Tenant at the start of the Tenancy Period provided always that the Tenant shall have the right to terminate the Tenancy Agreement (without having to comply with the conditions in clause 8.3) should the Accommodation not be available for a period of more than 4 weeks after the start of the Tenancy Period.

8.6 Where, at the Tenant's request, the Landlord agrees to relocate the Tenant to other accommodation owned by the Landlord, the Tenant shall pay the Landlord a Fee of £50 (payable within 14 days of invoice, and in any event before the Landlord will give the Tenant keys to the new accommodation) towards the Landlord's administration and room inspection costs, in accordance with the Landlord's Transfer Policy (this can be found on the Derwent Students website:

www.derwentstudents.com). The Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new room, or an assignment of an existing tenancy for the remainder of the Tenancy Period. The tenancy of the new room will be on the terms of this Tenancy Agreement, except for the description of the Accommodation, which shall be amended by a memorandum signed by both parties and attached to this Tenancy Agreement. The Landlord may refuse to agree to the Tenant's request for relocation if fewer than 6 months of the Tenancy Period remain unexpired.

9. NOTICE & DECLARATIONS

In signing this agreement and taking entry to the accommodation, the tenant:

- 9.1 **SHORT ASSURED TENANCY**
acknowledges that s/he was served notice in Form AT5, before the creation of this tenancy (a copy of which notice is attached to this Agreement and signed as relative hereto), and that he understands this tenancy to be a Short Assured tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988;
- 9.2 **FULL DISCLOSURE**
confirms that s/he has made full and true disclosure of all information sought by the landlord in connection with the granting of this tenancy;
- 9.3 **FALSE STATEMENTS**
confirms that s/he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the landlord's decision to grant the tenancy.
- 9.4. The parties hereto consent to registration hereby for preservation and execution

Signed by the Landlord

.....

Signed by the Tenant (Tenant please also print name clearly)

Sign:

Print:

Date.....

Signed by the Guarantor (Guarantor please also print name clearly)

Sign:

Print:

Date.....

Occupation.....

SAMPLE

SCHEDULE

Documents which the Guarantor must submit along with the signed tenancy agreement

1 Driving Licence

or

2 Passport

3 Utility Bill

Note: Please do not send original documents

Please send all documents to:

Hyndland House
10 Keith Street
Glasgow
G11 6QQ

Telephone Number: 0141 433 0710

E-Mail Address: hyndland@derwentstudents.com