

**SHORT ASSURED TENANCY AGREEMENT
OFFLINE**



Academic year Sept 2018-19

WHEN WE RECEIVE YOUR SIGNED AGREEMENT AND WE SIGN IT, A LEGALLY BINDING CONTRACT IS FORMED BETWEEN YOU AND THE LANDLORD. EVEN IF YOU DO NOT SIGN, IF YOU ACCEPT THE KEYS FOR THE ACCOMMODATION, YOU WILL OCCUPY IT ON THE TERMS SET OUT IN THIS AGREEMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT IF YOU CONSIDER YOU NEED ADVICE ON ITS TERMS.

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

This tenancy agreement incorporates Derwent Students' Cancellation of Student Tenancy Policy; which is available to view or download at www.derwentstudents.com

1 Definitions and interpretation

1.1 In this tenancy agreement the following words shall have the meanings given to them in this clause.

Guarantor The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement

Landlord RBS Pension Trustee Limited, 1 Princes Street, London EC2R 8AA

ALL COMMUNICATIONS WITH THE LANDLORD REGARDING THE TENANCY AGREEMENT SHOULD BE MADE THROUGH THE LANDLORD'S AGENTS:

Agent Derwent Facilities Management Limited (company number 07264667) (trading as Derwent Students) of No.1 Centro Place, Pride Park, Derby, DE24 8RF and until further notice No. 1 Centro Place shall be the Landlord's address for all communications (including the service of legal proceedings) in connection with this tenancy agreement

Tenant _____

Accommodation _____
(or such other Accommodation owned by the Landlord as the Tenant may occupy from time to time).

Building Hyndland House

The word "Building" includes the Accommodation as well as areas for shared use.

- Cluster Flat** A flat within the Building, or a house, comprising individual bedrooms; and a kitchen, bathroom, living area and access ways for the shared use by the occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat (or house) where the Accommodation is situated.
- Common Parts** All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms and studios. Common Parts includes any cycle and bin stores, communal gardens, landscaped areas and parking areas serving the Building, those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants.
- Contents** Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the Building).
- Deposit** £250.00 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.
- Fees** The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement.
- Inventory** The inventory provided by the Agent to the Tenant.
- Rent** £ _____ for the Tenancy Period (equivalent to £ _____ per week). This sum includes charges for gas and electricity of £11.00 per week (any consumption over this allowance being charged to and payable by the Tenant) and charges for water supply.
- Rent Dates** The rent is payable monthly termly annually (the Agent will tick the option that applies prior to this tenancy agreement being signed by either party).
If rent is payable monthly, the Rent Dates are the _____ day of each calendar month.
If rent is payable termly, the Rent Dates are

If rent is payable annually, the Rent Date is _____

- Rights
- (a) to use the Common Parts outside Cluster Flats
 - (b) if the Accommodation is in a Cluster Flat, to use the Common Parts in that Cluster Flat
 - (c) to use the Contents allocated to the Accommodation, for their intended purpose
 - (d) to have the Services provided
- Use of the Common Parts and the Contents in them is shared with the other residents who are entitled to use them.
- Services
- (a) maintenance (including external window cleaning) repair and insurance of the Building
 - (b) cleaning and lighting of the main Common Parts (but not Common Parts inside Cluster Flats)
 - (c) hot and cold running water supply to Studios and Cluster Flats
 - (d) electricity and gas supply to Studios and Cluster Flats (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.

Studio A self-contained studio apartment in the Building.

Tenancy Period Tenancy Period _____ The period starting on at 12:00 hours on _____
 and ending at 12:00 hours on _____

- 1.2 Words indicating a male gender include females; words in the singular include the plural and vice versa.
- 1.3 Where this tenancy agreement requires notice or consent, that notice or consent must be in writing. This can include email as long as it is sent to the addresses given in this tenancy agreement or subsequently. The Tenant agrees that the Landlord may serve any document relating to this tenancy agreement on the Tenant by email.
- 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.
- 1.6 The Landlord's rights in this tenancy agreement may be exercised by the Agent on behalf of the Landlord and the Landlord's obligations may be delegated to the Agent. Notices which should be given by the Landlord or to the Landlord will be properly given if they are given by the Agent or to the Agent. Where the Tenant or the Guarantor is required to seek Landlord's consent, the Landlord's consent is deemed to be given if the Agent consents. Both the Agent and the Landlord are entitled to claim compensation for losses sustained or expenses reasonably incurred as a result of the Tenant's breach of their obligations in this tenancy agreement.

2 Guarantor

- 2.1 The Tenant will, as a pre-condition of this tenancy agreement, procure that the Guarantor provides a signed guarantee in the Landlord's standard form guaranteeing the performance of the Tenant's obligations in this tenancy agreement.
- 2.2 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a Guarantor.
- 2.3 The Landlord is entitled to insist on a replacement guarantor if the Guarantor is at any time neither in full-time employment nor a home-owner.
- 2.4 If the Tenant does not provide the signed guarantee within 5 working days of submitting their signed tenancy agreement the Landlord may seek to terminate the Agreement.

3 Agreement to Grant and to Accept 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.
- 3.2 Where a person has been provided with a copy of this tenancy agreement but does not sign it and subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting the keys for and moving into the Accommodation and that on the terms and conditions as are set out in this tenancy agreement.

4 Tenant's Obligations

- 4.1 To pay the Rent as per agreed Rent Dates as stated within this agreement.
- 4.2 To pay any other Fees 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 this tenancy agreement if more than 14 days overdue.
- 4.3 To pay interest at 1% above the base lending rate of National Westminster Bank plc on Rent, Fees or any other sum payable under this tenancy agreement if it is more than 14 days overdue.
- 4.4 The Tenant hereby authorises their institution of study to disclose to the Landlord or the Agent, on request, the Tenant's forwarding address if the Landlord or Agent shows the institution that the address is reasonably necessary to enable them to recover unpaid Rent or Fees.
- 4.5 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 all reasonable legal costs, judgment enforcement costs and debt collection costs)
- 4.6 Where damage or loss occurs within the Building or a 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:

- 4.6.1 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; and
- 4.6.2 damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat.
- 4.7 4.7.1 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
- 4.7.2 To reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building or a Cluster Flat) as a result of the Tenant's failure to comply with clause 4.7.1 or as a result of the Tenant not having exempt status for Council Tax purposes.
- 4.8 To pay to the supplier all charges for telephone, telecommunications and satellite or cable television services, to the Accommodation, including calls, line rental, connection and disconnection. Where the Accommodation is in a Cluster Flat, to pay the supplier, jointly with other occupiers of the Cluster Flat who use them, all charges for such services to the Common Parts in the Cluster Flat. If a television licence is required for the Accommodation, to obtain and pay for the licence.
- 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.
- 4.10 To keep the Accommodation and Contents in a clean and tidy condition. Where the Accommodation is in a Cluster Flat, to keep (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition. Not to do anything which makes the Common Parts dirty or untidy or which damages them. The Landlord is 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 is entitled to 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 is entitled to have the work carried out and re-charge the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant. In addition to the cost of the work, the Landlord may charge an administration fee equivalent to 10% of the cost of the work, to cover the cost of the Landlord 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, posters, notices and pictures) to the exterior or any part of the Building.
- 4.12 To check the Inventory and report any discrepancy to the Agent within 3 working days of the Tenant starting to occupy the Accommodation.
- 4.13 4.13.1 Not to remove any of the Contents from the Accommodation or the 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 approximate 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 in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents;
- 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 in the Accommodation. If the Accommodation is in a Cluster Flat, this is a joint obligation with other occupiers of the Cluster Flat.
- 4.17 Promptly to report to the Agent 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 large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.
- 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. Not without good cause to tamper with or otherwise interfere with any fire alarms, smoke detectors or fire-fighting equipment. Any such tampering or interference may be a criminal offence and the Landlord will report such matters to the relevant authorities.
- 4.20 Not to possess or use in or near the Building weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items that are being used as weapons. Breach of this clause will be a serious breach of this tenancy agreement and may lead to termination of the tenancy.
- 4.21 In this clause and clause 4.35 'keys' includes all types of device for securing or gaining entry to the Building or any part of it:
- 4.21.1 Not to make any duplicate keys or change any locks at the Building.
- 4.21.2 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 8. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy;
- 4.21.3 If at the end of the tenancy the Tenant does not return all keys to the Landlord, the Landlord may change the locks and charge the Tenant the proper and reasonable cost of doing so.

- 4.22 Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord is entitled to terminate this tenancy agreement in accordance with clause 8 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.
- 4.23 Not to allow more than one visitor to stay in the Accommodation overnight and not to have more than 3 visitors in the Accommodation at any one time. No visitor may stay in the Accommodation for more than 2 consecutive nights or more than 2 nights in the same week.
- 4.23.1 The Tenant may not sleep in or allow any visitors to sleep in the Common Parts or any other part of the Building that is not designed for sleeping.
- 4.24 To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.
- 4.25 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably).
- 4.26 Except for visitors permitted by clause 4.23:
- 4.26.1 Where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy;
- 4.26.2 Where the Accommodation is a Studio, to use the Accommodation as a private residence only.
- 4.27 Not to bring any animal (including reptiles, fish, insects and birds) into the Building unless it is a trained assistance animal for a person who has a disability.
- 4.28 Not to cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 8).
- 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 11.00pm and 8.00am is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.
- 4.30 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.
- 4.31 Not to leave litter or rubbish in any of the Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building.
- 4.32 Not to possess, use, supply or deal in stolen goods, controlled drugs or "legal highs". Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and may result in termination of the tenancy.
- 4.33 Not to smoke (including using "e-cigarettes" or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking is permitted in the grounds of the Building only in designated areas (if any – not all buildings will have these areas).

- 4.34 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, the Cluster Flat) 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 or where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement.
- 4.35 At the end of the Tenancy Period:
- 4.35.1 To clean the Accommodation;
 - 4.35.2 To leave the Accommodation, cleared of all the Tenant's possessions and any rubbish;
 - 4.35.3 To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;
 - 4.35.4 To hand back the Accommodation to the Landlord in a good re-lettable condition;
 - 4.35.5 To return to the Landlord all keys by 12 noon on the last day of the tenancy;
 - 4.35.6 If the Accommodation is in a Cluster Flat, jointly with other occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in the Common Parts are as described in the Inventory, in their original positions, and leave them in good re-lettable condition.
- 4.36 Not to light candles, joss-sticks, Shisha pipes or any portable gas or oil burning fires in any part of the Building.
- 4.37 To notify the Landlord promptly if a pest infestation is found in the Accommodation or in any of the Common Parts and to pay (within 14 days of the Landlord's invoice) the cost of cleaning the Accommodation (or a share of the cost of cleaning the Common Parts), removal and treatment by a specialised contractor, and replacement or repair of any furnishings damaged or contaminated by the infestation.
- 4.38 Not to run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.

5 Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying any Fees payable for them).
- 5.2 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.

6 Deposit

- 6.1 The Deposit will be paid into a tenancy deposit scheme within the timescales laid out in the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the Regulations"). No interest shall be paid by the Landlord to the Tenant for the Deposit.
- 6.2 The Tenant agrees and acknowledges that the Landlord will be entitled to retain sums from the Deposit at the end of this tenancy agreement in respect of:

- 6.2.1 Any damage, or compensation for damage, to the Accommodation and a share of any damage or compensation for damage to the Common Parts and their respective Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Tenancy Period, save that the Deposit may not be used in respect of damage by insured risks and repairs that are the responsibility of the Landlord (save to the extent that the insurance has been invalidated due to the acts of the Tenant [or in respect of any excess]).
- 6.2.2 The reasonable costs incurred in compensating the Landlord and/or the Agent for, or for rectifying or remedying, any major breach by the Tenant of the Tenant's obligations in this tenancy agreement, including those relating to the cleaning of the Accommodation and the Common Parts and their respective Contents.
- 6.2.3 Any unpaid accounts for utilities or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.
- 6.2.4 Any Rent, Fees or other money due or payable by the Tenant under this tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
- 6.2.5 Any loss arising as a result of any breach by the Tenant of their obligations in this tenancy agreement (including the Landlord's and Agent's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers)
- 6.3 Subject to Clauses 6.1 or 6.2 the Deposit or part of the Deposit, if any, will be refunded to the Tenant within the timescales as laid out in the Regulations. Where the Tenant requests the Landlord to send the Deposit (or the balance of it) to an overseas bank account the Landlord shall be entitled to deduct the sum of £20 from the Deposit to cover the cost of the banking fee and transfer fee incurred by the Landlord. If any of the Deposit is due to be returned at the end of the tenancy, the Landlord will pay the refund to the Tenant, irrespective of who paid the Deposit to the Landlord at the start of the tenancy.

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 or material breaches of the Tenant's obligations in this tenancy agreement. For the avoidance of doubt the Tenant hereby authorises the Landlord 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 and authorises the Tenant's educational institution to provide the Landlord with the Tenant's home and/or forwarding address. If the Tenant has not complied with their obligations in this tenancy agreement the Landlord 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 (respectively) 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 (respectively) the Landlord's or the Agent's employees and agents).
- 7.3 The Landlord is not liable to repair any damage caused by the Tenant (or their visitor or visitors) unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or unless and until 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 (or their visitor or visitors) 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 Items belonging to students.
- 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 The Landlord is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period. The Landlord shall have no responsibility to take care of any item the Tenant leaves at the Building when the tenancy ends or return it to the Tenant.
- 7.6 The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that this tenancy agreement confers any benefit to anyone who is not a party to it other than the Agent.

8 Termination of this tenancy agreement

- 8.1 The Landlord shall be entitled (but not obliged) to terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Agent within 3 working days of becoming aware that s/he will not be able to start or continue his/her course.
- 8.2 The Landlord shall be entitled (but not obliged) to terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant has not paid the Deposit, the first instalment of Rent and provided the Guarantor's signed agreement within 5 days of the first instalment of Rent falling due.
- 8.3 Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled (but not obliged) to terminate this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken up

residence within 3 days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination.

- 8.4 The Tenant may terminate this tenancy agreement in accordance with Derwent Students' Cancellation Policy which is fully incorporated into this tenancy agreement and is available at www.derwentstudents.com.
- 8.5 If the Tenant wishes to cancel this tenancy agreement once the tenancy has started, the Tenant will be liable for the Rent and instalment charge (if applicable) for the full Tenancy Period or, if shorter, for the period until a replacement tenant takes over responsibility for payment. If a replacement tenant is found, the Tenant will be liable for the Landlord's administration Fee of £50.00 for dealing with the changeover. This fee is payable at the time of the changeover or by agreed deduction from the Deposit. 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 in terms of this tenancy agreement. On payment of the administration Fee and commencement of the new tenancy, the Landlord will release the Tenant from this tenancy agreement and the Landlord will refund to the Tenant any part of the Deposit that is not applied towards payment of any Rent and Fees or payment for damage and any pre-paid Rent in excess of the Tenant's liability for Rent in terms of this tenancy agreement at the date of release.
- 8.6 In addition this Short Assured Tenancy may be ended by:-
- 8.6.1 The tenancy reaching its end date and the Landlord giving two months' prior written notice that possession of the Accommodation is required in terms of section 33 of the Housing (Scotland) Act 1988 at that end date;
- 8.6.2 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 tenancy agreement;
- 8.6.3 The Tenant giving the Landlord one month's notice in writing to terminate the tenancy at its end date;
- 8.6.4 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 grounds set out in schedule 5 of the Housing (Scotland) Act 1988 that are set out in the Schedule to this tenancy agreement.
- 8.7 The Landlord reserves the right to 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 8.5) as an alternative to relocating.
- 8.8 If the Landlord relocates the Tenant 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:

- 8.8.1 the Landlord shall be entitled to charge the Tenant a £50 administration Fee for dealing with the transfer;
- 8.8.2 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 accommodation for the remainder of the Tenancy Period;
- 8.8.3 the tenancy of the new accommodation will be on the terms of this tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties);
- 8.8.4 the Tenant and their Guarantor will be liable to pay the higher rent, from the date the Tenant is given access to the more expensive accommodation, if the Tenant requests a move to more expensive accommodation.
- 8.9 If the Accommodation is not immediately available for occupation at the start of the Tenancy Period the Landlord is entitled to provide the Tenant alternative accommodation provided always the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 8.5) if the Accommodation should not be available for a period of more than 4 weeks from the start of the Tenancy Period.

9 Notices and Declarations

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

- 9.1 acknowledges that s/he was served a Form AT5, before the creation of this tenancy, and that s/he understands this tenancy to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988;
- 9.2 acknowledges that s/he has received notice that the Accommodation and the Building are subject to a heritable security granted before this tenancy agreement was entered into and that possession may be recovered under Ground 2 of Schedule 5 Part 1 of the Housing (Scotland) Act 1988;
- 9.3 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
- 9.4 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.

The parties hereto consent to registration hereby for preservation and execution: this document is executed as follows:

Signed by the Tenant :

Print full name:

On Date: _____

Place of signing: _____

.....
signature of witness

.....
full name of witness (print)

.....

.....
address of witness

Counter-signed by the Agent on behalf of the Landlord [redacted]

Agent – print your name and job title [redacted]

On Date: _____

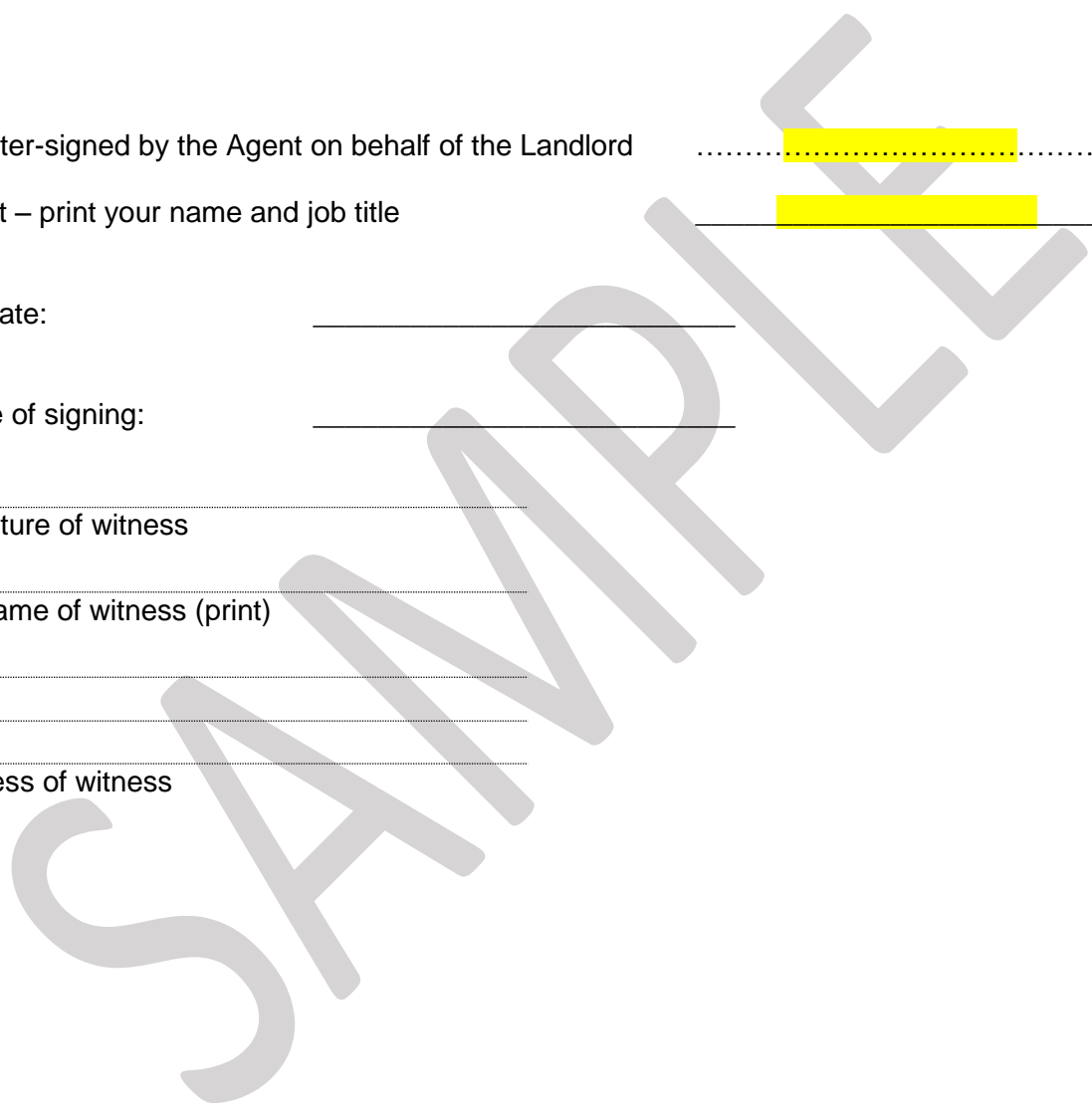
Place of signing: _____

.....
signature of witness

.....
full name of witness (print)

.....

.....
address of witness



This is the Schedule referred to in the foregoing Short Assured Tenancy Agreement

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

Grounds set out in Part 2 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 2

The property is subject to a heritable security granted before the creation of the tenancy and the creditor is entitled to sell the property.

Ground 3

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

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

(b) the property was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-

(i) not exceeding eight months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and

(ii) exceeding eight months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

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

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

(b) at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 to this Act; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-

(i) not exceeding 12 months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and

(ii) exceeding 12 months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is not determinable as mentioned in paragraph (i) above.

Ground 6

The Landlord intends to demolish or reconstruct the whole or a substantial part of the property or to carry out substantial works on the property or any part thereof or any building of which it forms part.

Ground 8

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

Part 2

Ground 9

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

Ground 10

The following conditions are fulfilled-

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

Ground 11

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

Ground 12

Some rent lawfully due from the Tenant-

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

Ground 13

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

Ground 14

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the Tenant or any person residing or lodging with him.

Ground 15

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

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

Ground 16

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the Tenant or any other person residing or lodging with him.

Signed by the Tenant :

Signed by the Agent on behalf of the Landlord 

SAMPLE