

SHORT ASSURED TENANCY AGREEMENT

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

PARTIES AND PREMISES**1. THE LANDLORD IS:**

Muirhouse Homes Limited
("The Landlord")

The Landlord's Landlord Registration Number is: 403737/230/16191

2. THE TENANT IS/ARE:

("The Tenant(s)")

Where this is a joint tenancy, the term "Tenant" applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable.

3. THE ACCOMMODATION LET IS

("The Property")

4. COMMENCEMENT & DURATION:

The tenancy will commence on ("The start Date")
and will end on: ("The end Date").

If the Agreement is not brought to an end by either party on the end date, it will continue thereafter on a monthly basis until ended by either party.

5. RENT AND OTHER CHARGES

RENT:

- 5.1 The rent and service charge is £000.00 per calendar month payable monthly (in advance). The first payment will be paid at date of entry or before and subsequent payments are due and must be paid on or before the same date of each calendar month thereafter.
- 5.2 The Landlord may propose to increase the rent and service charge after the end date specified at Clause 4 above. Under such circumstances the Tenant will be given a minimum of one month's notice in writing of any proposed change before the beginning of the rental period when the change is to start.
- 5.3 The Landlord shall be entitled to pursue the tenant for any reasonable costs incurred as a result of the Tenant's failure to pay rent including but not limited to any charge for returned cheques or any reasonable costs incurred in pursuing the Tenant for payment of unpaid rent.
- 5.4 Where Housing Benefit is payable the Tenant will take all necessary steps to ensure any payments are made directly to the Landlord. The Tenant is liable to reimburse the landlord or his agent any sums which the Landlord or his agent is required to pay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord or his agent on behalf of the tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.

6. SERVICES

The following services will be provided by the Landlord: provision of floor-coverings to all rooms and electric hob and oven.

The Tenant hereby agrees to pay the rent and service charges as required.

7. DEPOSIT

- 7.1 The Tenant shall pay the sum of £000 as a deposit. The Landlord shall be entitled to make deductions from the deposit in relation to the following:-
- (i) Any damage caused, to the property, fixtures and fittings or any furniture provided as part of the tenancy with the exception of fair wear and tear.
 - (ii) Any costs incurred in replacing any items detailed on the incoming inventory which have been lost or broken, or have disappeared during tenancy.
 - (iii) Any costs incurred in bringing the garden back to an acceptable standard at the termination of the tenancy

- (iv) Any interest incurred due to the Tenant's late payments of rent or administrative or bank charges incurred by cheques not being met.
- (v) Any unpaid bills including bills for utility services and local authority taxes.
- (vi) Any cleaning charges arising from the property not being properly maintained.
- (vii) Any amounts or rental, which shall remain unpaid.
- (viii) Any other costs arising from the Tenant's failure to fulfil the conditions of this Agreement

7.2. The Landlord shall lodge the deposit with an approved tenancy deposit scheme in Scotland within 30 days of the commencement of the tenancy and provide the Tenant with the prescribed information in accordance with his duties under the Tenancy Deposit Schemes (Scotland) Regulations 2011 as amended. The deposit will be held by the tenancy deposit scheme throughout the tenancy. No interest shall be paid on the deposit.

7.3 If at the termination of the tenancy any sums are due to be paid from the deposit under Clause 7.1 aforesaid 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.

8. CONTENTS

The Tenant agrees that the signed Inventory, attached as Schedule 1 to this Agreement is a full and accurate record of the contents of the accommodation at the start of the tenancy. The Tenant has a period of seven days after signing the Inventory to ensure that the Inventory is correct and to tell the Landlord of any discrepancies in writing, after which the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees that these contents were as described in the Inventory. The Tenant agrees to replace or repair (or to pay the cost, at the option of the Landlord) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted. The costs involved in making good any damage or cleaning found necessary may be deducted by the Landlord from the deposit under Clause 7.

9. LOCAL AUTHORITY TAXES

The Tenant will be responsible for payment of the council tax and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the date of the start of the tenancy and the date of the end of the tenancy.

10. HOUSEHOLD BILLS

The Tenant undertakes to ensure that the accounts for the supply to the accommodation of gas, electricity and telephone are entered in his 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 on termination of the tenancy. The Tenant agrees not to change supplier without the prior written permission of the Landlord. The Landlord may keep from the deposit any sum the Landlord expends or incurs in settling final accounts for the services at the end of the tenancy.

11. INSURANCE

The Landlord undertakes to pay all premiums for insurance of the building and contents belonging to him. The Landlord will have no liability for any items belonging to the Tenant. The Tenant is responsible for arranging insurance of his own belongings.

12. OCCUPATION AND USE OF THE ACCOMMODATION AS ONLY OR PRINCIPAL HOME

The Tenant agrees to occupy the accommodation as his only or principal home and not to carry on any formal or registered trade business or profession there.

13. ABSENCES

The Tenant agrees to tell the Landlord if he is to be absent from the accommodation for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to secure the accommodation prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.

14. SUBLETTING & LODGERS

The Tenant agrees not to:

- i assign this tenancy to any other person; or
- ii sublet the accommodation in whole or in part; or
- iii take in lodgers or paying guests; or
- iv Allow other persons to share the occupation of the premises, whether or not for payment, without the prior written consent of the Landlord.

15. REASONABLE CARE

The Tenant agrees to take reasonable care of the accommodation and any common parts, and in particular agrees to take all reasonable steps to:

- i keep the accommodation aired and heated;
- ii not bring any hazardous or combustible goods or material into the accommodation;
- iii not pour any oil, grease, or other damaging materials down the drains or waste pipes;
- iv prevent water pipes freezing in cold weather;
- v Avoid danger to the accommodation or neighbouring properties by way of fire or flooding.

16. ALTERATIONS

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

Any request for adaptations, auxiliary aids or services as per the Disability Discrimination Act 2006 or the Housing (Scotland) Act 2006 must be made in writing to the Landlord. Consent for alterations requested under this legislation will not unreasonably be withheld.

17. COMMON PARTS

In the case of flatted property the Tenant undertakes, in conjunction with the other occupiers, to keep the common stairway clear and to co-operate with other occupiers in keeping the garden, back green or other communal areas clean and tidy.

The Tenant is not permitted to access the roof.

18. REFUSE

The Tenant agrees to dispose of 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. If rubbish is normally collected from the street it should not be put out earlier than 7am on the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. The Tenant must comply with any local arrangements for the disposal of large items.

19. STORAGE

Nothing belonging to the Tenant or anyone living with the Tenant or the visitors may be left or stored in the common stair.

Bicycles must be attached to cycle rack in the rear garden.

20. DANGEROUS SUBSTANCES

The Tenant must not store, keep on, or bring into the premises or any store, shed or garage, inflammable liquids or explosive gasses which might reasonably be considered to be a fire hazard or otherwise dangerous to the premises or its occupants or the neighbours or the neighbour's property.

21. RESPECT FOR OTHERS

(1) The Tenant, those living with him, and his visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Tenant's Property.

(2) "Antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech.

A course of conduct means antisocial behaviour on at least two occasions.

(3) In particular, the Tenant, those living with him, and his visitors must not:

- i Make excessive noise. This includes, but is not limited to, the use of televisions, hi-fis, radios and musical instruments and DIY tools;
- ii fail to control pets properly or allow them to foul or cause damage to other people's property;
- iii allow visitors to the Tenant's Property to be noisy or disruptive;
- iv use the Tenant's Property or allow it to be used, for illegal or immoral purposes;
- v vandalise or damage the Landlord's property or any part of the common parts or neighbourhood;
- vi leave rubbish either in unauthorised places or at inappropriate times;
- vii allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- viii Harass, threaten or assault any other Tenant, member of his/her household, visitors, neighbours, members or employees of the Landlord or any other person or persons in the Property, 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;

- ix use or carry offensive weapons;
- x use or sell unlawful drugs or sell alcohol;
- xi Store or bring onto the premises any type of firearm or firearm ammunition including any replica.

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.

22. PETS

The Tenant's right to keep a pet must be balanced against the rights of neighbours to be undisturbed by pets and the Landlord's need to maintain the Property, common parts and surroundings in a clean and hygienic state.

The Tenant, or anyone living with the Tenant, is required to seek the Landlord's written permission to keep any pet in line with the Landlord's Pets Policy. A copy of the Landlord's Pets Policy is available on request.

Permission will never be granted to keep any dog prohibited by the Dangerous Dog Act 1991. Subject to the provisions below the Landlord will not allow the Tenant to keep a dog in the event the Property has a common entrance shared by two or more Properties?

The Landlord will allow persons who can demonstrate a genuine need for either a guide dog for the blind or a hearing dog for the deaf to keep such an animal for as long as this is required to assist them in maintaining an independent lifestyle.

The Landlord will consider all the circumstances surrounding any application to keep a pet. Factors that will be taken into consideration include:

- i. the Tenant's ability to look after the animal;
- ii. possible disturbance which may be caused to neighbours;
- iii. the size and type of accommodation that the Tenant occupies;
- iv. the number of pets already in the household;
- v. whether there is a history of animal related problems in the development in which the Property the Tenant occupies forms a part;
- vi. Any title conditions applicable to the Property the Tenant occupies.

If the Landlord grants permission to keep a pet, the conditions of any such permission will be supplied in writing. The Tenant will then be responsible for the behaviour of any pet living within the household. This will include taking all reasonable steps to supervise and keep such pets under control and to

prevent such pets causing a nuisance, annoyance or danger to others. This includes fouling, noise or smell from your pet.

The Tenant will also be responsible for taking reasonable care to ensure that such pets do not foul or cause damage to the house, neighbouring property, anything belonging to the Landlord or anything that the Landlord is responsible for such as the common parts.

The Tenant will also be responsible for cleaning up pet faeces.

In the event of the Tenant keeping a pet without the Landlord's written consent or if the Tenant breaches any of the conditions attached to any consent to the keeping of a pet, the Landlord is entitled to require removal of the pet.

23. ACCESS

I ROUTINE ACCESS

The Tenant agrees to give the Landlord access to the accommodation for the purpose of carrying out maintenance, repair or inspection, providing that written notice has been given to the Tenant no later than 24 hours beforehand that such access is required.

ii EMERGENCY ACCESS

The Tenant agrees to give immediate access to the Landlord in an emergency whether or not notice has been given. The Landlord reserves the right to effect forcible entry to the accommodation should such access not be made available.

REPAIRS AND MAINTENANCE

24. HABITABILITY

The Landlord agrees throughout the period of the tenancy to maintain the accommodation in a wind and watertight condition and in all other respects reasonably fit for human habitation.

25. STRUCTURE & EXTERIOR

The Landlord undertakes (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) to keep in repair the structure and exterior of the accommodation including the following:

- I** drains, gutters and external pipes;
- ii** roof;
- iii** outside walls, doors, windowsills, window catches, sash cords, and window frames;
- iv** internal walls, floors, ceilings, doors, door frames, internal stair

- cases and landings;
- v chimneys, chimney stacks, and flues (including sweeping);
- vi pathways, steps or other means of access;
- vii plaster work;
- viii Boundary walls and fences.

26. INSTALLATIONS

The Landlord will keep in repair and in proper working order the installations in the accommodation 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) including the following, where applicable:

- I basins, sinks, baths, toilets, and showers;
- ii gas or electric fires and central heating systems;
- iii electrical wiring;
- iv door entry systems;
- v cookers;
- vi extractor fans;
- vii smoke alarms

27. DEFECTIVE FIXTURES AND FITTINGS

The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the accommodation, which become defective through usual wear and tear; 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 Property. Should the Landlord be required to carry out the work, the Tenant must pay the cost of the repair. The Tenant hereby agrees to pay the costs of repair. This paragraph does not apply to damage caused by fair wear and tear or vandalism (provided that the Tenant has reported the damage to the Police and to the Landlord as soon as the damage is discovered).

28. PAYMENT FOR REPAIRS

The Tenant will be liable for the cost of repairs where the need for them is attributable to his fault or negligence, that of any person residing with him, or any guest of his. The Landlord may deduct such costs at the termination of the tenancy from the deposit under Clause 7.

29. THE REPAIRING STANDARD

The Landlord must ensure that the accommodation meets the Repairing Standard at the start of the tenancy and at all times during the tenancy. During the tenancy this duty applies only when the Tenant informs the Landlord of work required or the Landlord becomes aware of it in some other way (inspection visit).

The Repairing Standard does not cover work for which you, as the Tenant, are responsible due to your duty to use the Property in a proper manner; nor does it cover the repair or maintenance of anything that you are entitled to remove from the Property.

If you believe that the Landlord has failed to ensure that the Property meets the Repairing Standard at all times during the tenancy, you have the right to apply to the Private Rented Housing Panel (PRHP). The PRHP may reject the application; consider whether the case can be resolved by us (the Tenant and Landlord) ourselves (for example, by agreeing to mediation); or refer your application to a Private Rented Housing Committee (PRHC) for consideration. The PRHC has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

30. REPAIR TIMETABLE

The Tenant undertakes to immediately notify the Landlord (or any officer, agent or employee specified by the Landlord for that purpose) of the need for any repair or emergency. The Landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.

31. GAS SAFETY

The Landlord must ensure that there is an annual gas safety check on all pipe work and appliances. The check must be carried out by a Gas Safe registered installer. The Tenant must be given a copy of the Landlord's gas safety certificate. The Landlord must keep certificates for at least two years.

The Gas Safety (Installation and use) Regulations 1998 places duties on Tenants to report any defects with gas pipe work or gas appliances that they are aware of to the Landlord or letting agent. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor.

32. LEGISLATION

The Landlord undertakes to secure repossession only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies, and, where applicable, all legislation relating to other activities

carried on in the premises, such as the provision of care or support, or food preparation.

33. DATA PROTECTION

Landlords and letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, local authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

34. ENDING THE TENANCY

This Short Assured Tenancy may be ended by:

- 1 The tenancy reaching its end date and the Landlord giving two months' prior written notice that possession of the Property is required in terms of Section 33 of the Housing (Scotland) Act 1988 at that end date.
- 2 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.
- 3 By the Tenant giving the Landlord one month's notice in writing to terminate the tenancy at its termination date.
- 4 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 4 of the Housing (Scotland) Act 1988. These grounds are as follows:

HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 4 PARTS I AND II

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.

Ground 1

Not later than the beginning 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 or the Sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case):

- (a) at any time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the Property as his only or principal home; or
- (b) the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the Property as his or his spouse's only or principal home, and neither the Landlord (or, in the case of joint Landlords, any one of them) nor any other person who, as Landlord, derived title from the Landlord who gave the notice mentioned above acquired the Landlord's interest in the tenancy for value.

Ground 2

The Property is subject to a heritable security granted before the creation of the tenancy and:

- (a) as a result of a default by the debtor the creditor is entitled to sell the Property and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- (b) either notice was given in writing to the Tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the Sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

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 twelve 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 Property is let under a tenancy for a specified period not exceeding twelve 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 twelve months ending on that date the Property 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 twelve 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 twelve months from the commencement of the period of the tenancy; and
 - (ii) exceeding twelve months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds twelve months, and it is not determinable as mentioned in paragraph (i) above.

Ground 5

The Property is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and:

- (a) not later than the beginning 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) the Sheriff is satisfied that the Property is required for occupation by such a minister or missionary as such a residence.

Ground 6

The Landlord who is seeking possession or, where the immediate Landlord is a Registered Housing Association within the meaning of the [1985 c. 69.] Housing Associations Act 1985, a superior 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 and the following conditions are fulfilled (and in those conditions the Landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant Landlord"):

- (a) either:
 - (i) the relevant Landlord (or, in the case of joint relevant Landlords, any one of them) acquired his interest in the Property before the creation of the tenancy; or
 - (ii) none of the following persons acquired his interest in the Property for value.
- (b) the relevant Landlord (or, in the case of joint relevant Landlords, any one of them);
- (c) the immediate Landlord (or, in the case of joint immediate Landlords, any one of them), where he acquired his interest after the creation of the tenancy;
- (d) any person from whom the relevant Landlord (or any one of joint relevant Landlords) derives title and who acquired his interest in the Property after the creation of the tenancy; and
- (e) the relevant Landlord cannot reasonably carry out the intended work without the Tenant giving up possession of the Property because:
 - (i) the work can otherwise be carried out only if the Tenant accepts a variation in the terms of the tenancy and the Tenant refuses to do so;
 - (ii) the work can otherwise be carried out only if the Tenant accepts an Assured Tenancy of part of the Property and the Tenant refuses to do so; or
 - (iii) the work can otherwise be carried out only if the Tenant accepts either a variation in the terms of the tenancy or an Assured Tenancy of part of the Property or both, and the Tenant refuses to do so; or
 - (iv) the work cannot otherwise be carried out even if the Tenant accepts a variation in the terms of the tenancy or an Assured Tenancy of only part of the Property or both.

Ground 7

The tenancy has devolved under the will or intestacy of the former Tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former Tenant or, if the Sheriff so directs, after the date on which, in his opinion, the Landlord (or, where there are joint Landlords, any of them) became aware of the former Tenant's death. For the purposes of this Ground, the acceptance by the Landlord of rent from a new Tenant after the death of the former Tenant shall not be regarded as creating a new tenancy, unless the Landlord agrees in writing to a change (as

compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

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.

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 Property; 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 Property 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 Property 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 one of joint Tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a Tenant or a sub-tenant of his, the Tenant has not,

before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this Ground, "the common parts" means any part of a building containing the Property and any other premises, which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other Properties.

Ground 15

The Tenant, a person residing or lodging in the Property with the Tenant or a person visiting the Property has:

- (a) been convicted of:
 - (i) using or allowing the Property to be used for immoral or illegal purposes; or
 - (ii) an offence punishable by imprisonment committed in, or in the locality of, the Property; 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.

In this Ground "antisocial", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and "Tenant" includes any one of joint Tenants.

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 in the Property and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 17

The Property was let to the Tenant in consequence of his employment by the Landlord seeking possession or a previous Landlord under the tenancy and the Tenant has ceased to be in that employment.

Should the Tenant vacate the accommodation without giving the requisite notice as specified in Clause 34 of this Agreement, before the expiration of the term as stated in Clause 1.1, the said the Tenant will be liable for any reasonable costs incurred by the Landlord as a result of his default including but not limited to any re-advertising costs and payments of rent and Council Tax at the standard rate up to the date on which the accommodation is re-let or the expiry of the term, whichever is the sooner.

35. AT THE END OF THE TENANCY

- 35.1 During the last two months of the tenancy, upon being given reasonable notice, the Tenant shall permit the Landlord to enter upon the accommodation and where

required place a Notice Board for re-letting or sale and permit any persons to view the accommodation for the purpose of such re-letting or sale.

35.2 The Tenant is obligated at the end of the tenancy to arrange with the Landlord or his agent an end of tenancy inspection appointment, and:

- (i) To clean or pay for the cleaning of the property, its fixtures and fittings including the cleaning of any carpets, curtains (including nets) and any bedding or additional linen and upholstery which have become soiled, stained or marked during the tenancy and provide, upon request, receipts to demonstrate such compliance with this clause.
- (ii) To remove all tenant's refuse and rubbish from the property and properly dispose of it in receptacles outside the property provided by the Local Council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal.
- (iii) To return all sets of keys (including additional sets copied by the tenants) on the last day of the tenancy. Please note that failure to do so can result in additional charges being levied by the landlord or his agent until such time as the landlord had taken possession of such keys.
- (iv) To remove all personal belongings of the tenants including food stuff on or before the last day of the tenancy.
- (v) To ensure that all items of furnishing belonging to the landlord are returned to their original place in accordance with the Inventory as agreed at the beginning of the tenancy.
- (vi) To provide the landlord or his agent with a forwarding address at the end of the tenancy for ease of administration and communication between both parties including the ease of return of the security deposit.

35.3 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the accommodation. The Landlord will remove said items and store them for a maximum of one month. The Landlord will notify the Tenant at his last known address. If the items are not collected within one month, the Landlord will consider same to be abandoned and shall dispose of the items. The Tenant shall be liable for the reasonable costs of disposal which may be deducted from any funds arising from the sale of the items or the deposit.

36. LANDLORDS COSTS AND INTEREST

36.1 The Tenant agrees to meet all reasonable fees and outlays incurred by the Landlord including legal fees in pursuing payment from the Tenant of any arrears of rent or other charges or outlays payable under this Agreement or pursuing any other remedial or enforcement action as a result of the breach by the Tenant of his obligations under this Agreement.

36.2 All payments (including payments of rent in particular but without prejudice to the generality) due to the Landlord under or by virtue of this Agreement shall bear interest at the annual rate of eight percent from the respective dates on which they become due until payment.

37. NOTICE & DECLARATIONS

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

- i acknowledges that he was served a Form AT5, before the creation of this tenancy, and that he understands this tenancy to be a Short Assured Tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988;
- ii confirms that he has made full and true disclosure of all information sought by the Landlord in connection with the granting of this tenancy;
- iii confirms that 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.

38. INTERPRETATION

Declaring for the purposes of this Lease that words importing the masculine gender shall include the feminine; words importing the singular shall include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions incumbent upon and expressed to be made by "the Tenant", including payment of the rent, shall be held to bind all such persons jointly and severally.

Tenant Signature 1	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Tenant Signature 2	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Landlord Signature	Witness Signature
Landlord Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Landlord Address	Witness Address
Date: Time:	Date: Time: