

ASSURED TENANCIES

AT5

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 32 TO BE SERVED ON A PROSPECTIVE TENANT OF A SHORT ASSURED TENANCY

IMPORTANT: INFORMATION FOR PROSPECTIVE TENANT(S)

This Notice informs you as a prospective tenant(s) that the tenancy being offered by the prospective landlord(s) is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

Please read this notice carefully.

Part 1 To ---

(Name of prospective

tenant(s)

NOTE 1 TO PROSPECTIVE TENANT.

TO BE VALID THIS NOTICE MUST BE SERVED BEFORE THE CREATION OF A TENANCY AGREEMENT. A SHORT ASSURED TENANCY WILL NOT EXIST IF A VALID NOTICE HAS NOT BEEN SERVED.

Part 2 I your prospective Landlord(s)/I your prospective landlord's agent*

Eve Brown Limited

.....

(name of landlord(s)

of.....C/o Eve Brown Limited.....

.....12A Hope Street, St. Andrews.....

give notice that the tenancy being offered to you of the

house at..., **St. Andrews, Fife.**

* delete as appropriate

to which this notice relates is to be a short assured tenancy in terms of Section 32 of the Housing (Scotland) Act 1988

Signed.....
(Landlord(s) or Landlord's Agent)

Date.....

NOTE 2 TO PROSPECTIVE TENANT

A SHORT ASSURED TENANCY IS A SPECIAL FORM OF TENANCY. UNLESS IT FOLLOWS IMMEDIATELY AFTER ANOTHER SHORT ASSURED TENANCY OF THE SAME HOUSE, (WITH THE SAME TENANT) IT MUST BE FOR NOT LESS THAN 6 MONTHS.

NOTE 3 TO PROSPECTIVE TENANT.

A LANDLORD OF A SHORT ASSURED TENANCY HAS SPECIAL RIGHTS TO REPOSSESS THE HOUSE. IF THE LANDLORD TERMINATES THE TENANCY BY ISSUING A VALID NOTICE TO QUIT AND GIVES THE TENANT AT LEAST 2 MONTHS NOTICE (OR LONGER PERIOD IF THE TENANCY AGREEMENT PROVIDES) OF HIS INTENTION TO REPOSSESS THE HOUSE THE COURT MUST GRANT THE LANDLORD AN ORDER ALLOWING HIM TO EVICT THE TENANT IF HE APPLIES FOR ONE AT THE END OF THE TENANCY PERIOD SET OUT IN THE TENANCY AGREEMENT.

Part 3. Address and telephone number of agents if appropriate

Of landlord(s) agent
Eve Brown Limited
12A Hope Street
St Andrews
Fife, KY16 9HJ

of Tenant(s) agent

Tel; 01334 478800

NOTE 4 TO PROSPECTIVE TENANT

A TENANT OF A SHORT ASSURED TENANCY HAS A SPECIAL RIGHT TO APPLY TO A RENT ASSESSMENT COMMITTEE FOR A RENT DETERMINATION FOR THE TENANCY.

NOTE 5 TO PROSPECTIVE TENANT.

IF YOU AGREE TO TAKE UP THE TENANCY AFTER YOUR LANDLORD HAS SERVED THIS NOTICE ON YOU YOUR TENANCY WILL BE A SHORT ASSURED TENANCY. YOU SHOULD KEEP THIS NOTICE IN A SAFE PLACE ALONG WITH THE WRITTEN DOCUMENT SETTING OUT THE TERMS OF TENANCY WHICH YOUR LANDLORD MUST PROVIDE UNDER SECTION 30 OF THE HOUSING (SCOTLAND) ACT 1988 ONCE THE TERMS ARE AGREED.

NOTE 6 TO PROSPECTIVE TENANT

IF YOU REQUIRE FURTHER GUIDANCE ON ASSURED AND SHORT ASSURED TENANCIES, CONSULT A SOLICITOR OR ANY ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

SPECIAL NOTES FOR EXISTING TENANTS

- 1.** If you already have a regulated tenancy, other than a short tenancy, should you give it up and take a new tenancy in the same house or another house owned by the same landlord, that tenancy cannot be an assured tenancy or a short assured tenancy. Your tenancy will continue to be a regulated tenancy.
- 2.** If you have a short tenancy under the Tenants' Rights Etc. (Scotland) Act 1980 / Rent (Scotland) Act 1984 your landlord can offer you an assured tenancy or short assured tenancy of the same or another house on the expiry of your existing tenancy.
- 3.** If you are an existing tenant and are uncertain about accepting the proposed short assured tenancy you are strongly advised to consult a solicitor or any organisation which gives advice on housing matters.

DECLARATION

In signing this declaration I acknowledge that I have been given a copy of the preceding attached pages known as Form AT5 and understand that the tenancy being offered by you is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

I further declare that this form was issued to me in advance of signing the tenancy agreement.

Name (of prospective tenant).....

Signed (prospective tenant).....

Date.....

Time.....

Name (of prospective tenant)

Signed (prospective tenant)

Date

Time

Name (of prospective tenant)

Signed (prospective tenant)

Date

Time

Name (of prospective tenant)

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:---

("The Landlord")

2. THE MANAGING AGENT IS: - **EVE BROWN LTD**

MANAGING AGENT ADDRESS: Eve Brown Limited, 12A Hope Street, St Andrews, Fife, KY16 9HJ

MANAGING AGENT TEL: NO: 01334 478800

("The Managing Agent")

3. THE TENANT IS/ARE:---

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.

4. THE ACCOMMODATION
LET IS: ---

("The Property")

COMMENCEMENT & DURATION:

5. The tenancy will commence on: ____

("The start date")

and will end on: ____

("The end date")

If the agreement is not brought to end by either party on the end date, it will continue thereafter on a monthly basis until terminated by either party giving no less than 2 months notice to the other party.

RENT AND OTHER CHARGES

6. RENT:

The rent is £ per calendar month payable monthly in advance. Rent will be paid by bankers standing order. The first payment will be paid on or before date of entry and

subsequent payments are due and must be paid on or before the same date of each calendar month thereafter.

The landlord may increase the rent after the initial end date specified at Clause 5 above. Under such circumstances the tenant will be given a minimum of 1 months notice in writing of any change before the beginning of the rental period when the change is to start.

Should the tenant(s) fail to pay the rent on time an administrative fee of £40.00 plus VAT each month or part thereof will be charged for the late payment of rent and an additional fee of £25.00 plus VAT for each reminder notice issued.

7. DEPOSIT

At the date of entry or before, a deposit of £ will be paid by the tenant to the landlord or his agents. The landlord or his agent will issue a receipt for the aforementioned deposit to the tenant. No interest shall be paid by the landlord to the tenant in respect of the said deposit. The landlord will be entitled at the expiry or termination of the lease to use the deposit to meet any outstanding sums or accounts due by the tenant, the cost of repairing or replacing any of the fittings and fixtures which have been broken, damaged or lost and the expense of making good any failure by the tenant to fulfil any of the other conditions of this lease. The return of the deposit is specifically contingent upon Clause 10.

The deposit or part of the deposit, if any, will be refunded to the Tenant within 30 days or as soon as possible after the expiry or termination of the lease.

8. CONTENTS

The tenant agrees that the Inventory attached to this Agreement is a full and accurate record of the contents of the accommodation at the date of the commencement of the tenancy. The tenant agrees that these contents were as described in the Inventory. The tenant agrees to replace or repair (or to pay the cost thereof, at the option of the landlord, without using the deposit which is to remain in full and intact throughout the whole of the tenancy) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted within one month of being notified by the owner.

The tenant has a period of seven days after the commencement of this Agreement to ensure that the Inventory is correct and to tell the Landlord or his agent of any discrepancies in writing, after which the tenant shall be deemed to have accepted the Inventory has IN FULL.

The same terms shall apply if the Inventory has been completed using DVD or similar.

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 commencement 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, telephone and TV 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 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.

OCCUPATION AND USE OF THE ACCOMMODATION

12. ONLY OR PRINCIPAL HOME

The tenant agrees to occupy the accommodation as his only or principal home. He agrees not to use the accommodation for illegal activities nor for any business or trade purposes. If the tenant wishes to use the accommodation for business or trade purposes he must obtain the prior written permission of the landlord.

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 occupancy 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 clean and tidy at all times throughout the course of the tenancy
- ii. keep the accommodation aired and heated;
- iii. not bring any hazardous or combustible goods or material into the accommodation;
- iv. not to pour any oil, grease, or other damaging materials down the drains or waste pipes;
- v. prevent water pipes freezing in cold weather;
- vi. avoid danger to the accommodation or neighbouring properties by way of fire or flooding.

vii. at no time shall the tenants use blu-tac, sellotape or any other adhesive, drawing pins or similar on interior walls or woodwork.

viii. to comply with all such regulations as may be introduced by the Agent for the better management of the property.

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 reasonably be withheld.

17. COMMON PARTS

In the case of flatted property the tenant undertakes, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway. Any garden, back green or other communal area will be kept in a clean and tidy condition. 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.

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 if it causes nuisance or annoyance to neighbours.

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/her, and his/her 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 house.

(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/her, and his/her visitors must not:

- (i) make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi, 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 house to be noisy or disruptive;
- (iv) use the Tenant's house 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 house, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- (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. SMOKING

There is an absolute prohibition on smoking within the property or within the common areas.

23. PETS

The tenant agrees not to keep any animals or pets in the accommodation without the prior written consent of the landlord. Any such consent will not be unreasonably withheld. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the accommodation, deterioration in the condition of common areas, nuisance either to neighbours or in the locality of the property.

24. ACCESS

ROUTINE ACCESS

- I. 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. Should the property not be found in a reasonable condition the landlord/agent reserves the right to charge the tenants a re-inspection fee of £50 + VAT.
- II. The tenants agree to allow the landlord or his agents access to the property at all reasonable times for viewing purposes for subsequent tenancies.

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

25. 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.

26. 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.

27. 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:

- 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

28. 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 vandals (provided that the Tenant has reported the damage to the Police and to the Landlord as soon as the damage is discovered).

29. 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.

30. 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 house in a proper manner; nor does it cover the repair or maintenance of anything that you are entitled to remove from the house.

If you believe that the landlord has failed to ensure that the house 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.

31. 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. The landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.

32. GAS SAFETY

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances. The check must be carried out by a Gas Safe registered installer. The Tenant must be given a copy of the Landlords 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 pipework 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.

33. 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.

34. 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.

35. 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.

36. DISPUTE CLAUSE

The Dispute Clause – Appendix A will be followed by both parties to the lease should a dispute arise which can not be settled by negotiation.

ENDING THE TENANCY

37. This Short Assured Tenancy may be ended by:-

37.1 The tenancy reaching its end date and the Landlord giving two month's 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.

37.2 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.

37.3 By the Tenant giving the Landlord one month's notice in writing to terminate the tenancy at its termination date.

37.4 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 5 of the Housing (Scotland) Act 1988. These grounds are as follows:-

HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 5 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 house 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 house 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 house 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 house 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 house 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 house 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 5

The house 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 house 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 house or to carry out substantial works on the house 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 house before the creation of the tenancy; or
 - (ii) none of the following persons acquired his interest in the house for value—
 - (a) the relevant landlord (or, in the case of joint relevant landlords, any one of them);
 - (b) 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;
 - (c) any person from whom the relevant landlord (or any one of joint relevant landlords) derives title and who acquired his interest in the house after the creation of the tenancy; and
- (b) the relevant landlord cannot reasonably carry out the intended work without the tenant giving up possession of the house 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 house 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 house 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 house 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 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 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 house and any other premises, which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

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 anti-social manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
 - (c) pursued a course of anti-social conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "anti-social", 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 house 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 house 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.

NOTICE & DECLARATIONS

38. In signing this Agreement and taking entry to the accommodation, the tenant:

- i. acknowledges that he was served 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 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.

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: _____

Tenant Signature 3	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Tenant Signature 4	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Tenant Signature 5	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Tenant Signature 6	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Tenant Signature 7	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

Tenant Signature 8	Witness Signature
Tenant Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Tenant Address	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

<i>Landlord Signature</i>	Witness Signature
Landlord Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Landlord Address C/o Eve Brown Limited 12A Hope Street, St Andrews, Fife, KY16 9HJ	Witness Address
Date: _____ Time: _____	Date: _____ Time: _____

SCHEDULE A

DISPUTE CLAUSE

The purpose of this clause is to provide a fast track, efficient and economic method of resolving disputes between the Tenants and Eve Brown Ltd (EBL) or the Owner. In the event of a dispute arising between the parties to this lease concerning any matter relating to the lease (in particular, the return of deposits and the operation of the good neighbourliness clause), the dispute is to be settled by an "Arbitration" procedure. It is a condition precedent of this lease that matters in dispute have to be settled by the procedures set down in this Dispute Clause, which, by signature of the lease, is binding upon the parties.

Before the dispute is referred to Arbitration, every effort is to be made by the parties to resolve the dispute by negotiation. It is a condition of this lease that matters in dispute have to be set down in writing between the parties before any meetings occur. This will ensure that each party understands fully the respective cases of the parties to enable any meeting to be fully productive. These written exchanges are to be known as the "pleadings". If after the exchange of pleadings between both parties the dispute is not settled, then a meeting is to be held between the Tenants and EBL. If after that meeting the dispute is not settled, then a meeting with the Owner, EBL and the Tenants is to be held. If after that meeting the dispute continues, then the matter is to be referred to Arbitration, and the Arbitrator's decision is to be accepted as final and binding by the parties.

It is a condition of this lease that the pleadings will be made in writing and exchanged by the parties by email within 7 days of the submission of the first email invoking this Dispute Clause. The meeting with EBL is to take place within 7 days of the receipt of the final email. The meeting with the Owner and EBL is to take place within 7 days of the meeting with EBL. These timescales are mandatory (except when modified by mutual agreement) and any departure by any of the parties means that their case is deemed to be abandoned. Each party's pleadings are not to be amended in any way.

The appointment of the Arbitrator is to be made by agreement wherever possible, and the Arbitrator is to be a Fife based Solicitor unconnected with the parties from outside the St Andrews Town area. In the event of not being able to agree on an Arbitrator, then the appointment is to be made by a random selection from a list of names selected out of a "hat", similar to a raffle, of not less than 6 Fife solicitors chosen at random. EBL is to write to the selected solicitor advising him/her of the selection, and advising that a written decision (or Award) is to be issued, detailing reasons and a costs award, within 14 days of submission of the party's pleadings. EBL is to email the parties' pleadings (as originally submitted prior to the two meetings noted above) to the selected solicitor for this purpose.

The parties are to share the costs of the Arbitration, which will be the selected Solicitor's costs. Each party's share is to be proportionate to the Arbitrator's Award. An Arbitrator's Award 100% against EBL and the Owner would mean that EBL and the Owner pay 100% of the Arbitrator's Cost. An Arbitrator's Award 100% against the Tenants would mean that the Tenants pay 100% of the Arbitrator's Costs. Any award between these two limits would mean a pro rata basis of payment by each party. The Arbitrator's Fees are to be paid by the parties within 7 days of the presentation of the Arbitrator's invoice. The decision made by the Arbitrator is to be binding between the parties and to be confidential between the parties.

The Arbitration procedure detailed in this Dispute Clause is to be applied under the Laws of Scotland, in Scotland, and in terms of the Arbitration (Scotland) Act 2010. The Default Rules of said Act shall only be applied insofar as they are not inconsistent with the terms of this Dispute Clause.

This Lease, and any Award (Decision) of the Arbitrator in terms of this Dispute Clause, may be registered for Execution in the Books of Council & Session. On the application of the successful party, any Award may be enforced as the equivalent of an extract registered Court Decree, bearing a warrant for execution. Any Award of the Arbitrator in terms of this Dispute Clause may be enforced internationally in terms of The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

Initialed

for and on behalf of the Owner

.....

and by all Tenants

.....

STANDARD LETTER FOR TENANTS

EFFECT OF CHAPTER 4 OF PART 1 OF THE HOUSING (SCOTLAND) ACT 2006 ON YOUR TENANCY: INFORMATION PROVIDED BY LANDLORD IN ACCORDANCE WITH SECTION 20(1) OF THE HOUSING (SCOTLAND) ACT 2006

From:

C/o Eve Brown Limited
12A Hope Street
St Andrews
Fife
KY16 9HJ

Insert name and address of landlord

To:

Insert name and address of tenant

Concerning your tenancy of the following house:

Insert address of house

This is to inform you, as the tenant of the house described above, that Chapter 4 of Part 1 of the Housing (Scotland) Act 2006 applies in its entirety to your tenancy. This letter summarises the main effects of Chapter 4 on your tenancy.

I/we, as the landlord (or an authorised person), must carry out a pre-tenancy inspection of the house to identify work required to meet the Repairing Standard and must notify you of any such work.

I/we must ensure that the house meets the Repairing Standard at the start of, and at all times during, the tenancy. This duty applies only when you, as the tenant, inform me/us of work needed to meet the Repairing Standard (or I/we become aware of it in some other way). You should therefore notify me/us of any work required. I/we must complete that work within a reasonable time of becoming aware of it.

A house meets the Repairing Standard if the following conditions are met:

- **the house is wind and water tight and reasonably fit for human habitation** (taking account of the extent to which the house falls short of any building regulations, because of disrepair or sanitary defects);
- **the structure and exterior of the house** (including drains, gutters and external pipes) **are in reasonable repair and proper working order** (having regard to the house's age, character and prospective life and the locality). Where the house forms part of premises (eg, a flat), this requirement includes any part of the premises that the owner is responsible for maintaining, solely or communally, but the Repairing Standard only applies if any part of, or anything in, the premises that the tenant is entitled to use is adversely affected;
- **the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in reasonable repair and proper working order** (including installations outside the house but serving it, and which the owner is responsible for maintaining, solely or communally);

- any fixtures, fittings and appliances provided under the tenancy are in reasonable repair and proper working order;
- any furnishings provided under the tenancy are capable of being used safely for the purpose for which they are designed; and
- there is satisfactory provision of smoke alarms.

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

If you believe that I/we have failed to ensure that the house 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. Full details of how to apply to the PRHP may be obtained at www.prhpscotland.gov.uk or from

Private Rented Housing Panel
 3rd Floor
 140 West Campbell Street
 Glasgow
 G2 4TZ

Tel: 0141 572 1170
 Fax: 0141 572 1171
admin@prhpscotland.gov.uk

Signed:.....
Insert landlord's signature

Date:.....
Insert date

I certify that I have received a copy of this letter.

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....

Signed:.....
Insert tenant's signature *Insert date*

Date:.....