

TENANCY AGREEMENT

This form of agreement is for a short term assured tenancy between you, the tenant and the Landlord of the property for a period of 6 months. You should read and understand the contents before signing.

DATED:

THE PROPERTY:
(Hereinafter called
'The property')

THE LANDLORD:
(Hereinafter called
'The Landlord')

THIS IS THE LANDLORD'S ADDRESS FOR SERVICE OF NOTICES UNTIL THE
TENANT IS NOTIFIED OF A DIFFERENT ADDRESS IN SCOTLAND.

THE TENANT:
(Hereinafter called
'The Tenant')

THE ADDRESS OF THE TENANCY:

THE ROOM:

The Room nominated by the Landlord and agreed by the Tenant.

THE TERM:

For a period of 6 months from.....to.....

TENANCY BECOMES VACANT:

The tenancy becomes vacant when either of the two parties gives the required notice to vacate the premises.

THE RENT: £.....PER CALENDAR MONTH.

Method of Payment:

.....

REVIEW OF TENANCY:

The tenancy will be reviewed quarterly from the end of the six month initial agreement. The landlord will have the right to end the tenancy before this time, giving the required notice to the tenant, if the tenant is unsuitable to stay in the premises for any of the reasons discussed later. The tenancy will be reviewed quarterly (after the initial 6 month agreement) and any further change to monies/rental costs will be made clear to the tenant and they will be given a 2 month warning of when this change will start.

**THE PAYMENT DATE: THE FIRST PAYMENT TO BE MADE ON SIGNING THIS
AGREEMENT. ALL SUBSEQUENT PAYMENTS TO BE MADE**

MONTHLY IN ADVANCE ON AND BY THE FIRST DAY OF THE

MONTH.

THE DEPOSIT: £.....

THE DEPOSIT IS TO BE HELD AS SECURITY BY THE
LANDLORD FOR ANY LOSS OR DAMAGE CAUSED BY THE
BREACH OF ANY OF THE TENANT'S OBLIGATIONS UNTIL
THE END OF THE TENANCY.

SIGNED AS RECEIVED LANDLORD:

.....DATE:.....

THE INVENTORY: BEING THE LIST OF THE LANDLORD'S POSESSIONS AT THE PROPERTY AND
THE DETAILS OF CONDITION WHICH HAS BEEN SIGNED BY THE LANDLORD OR LANDLORDS
AGENT AND THE TENANT, A COPY WHICH HAS BEEN ANNEXED HERETO.

THE INVENTORY LIST FOR YOUR ROOM IS:

1. CONDITION.....
2. CONDITION.....
3. CONDITION.....
4. CONDITION.....
5. CONDITION.....
6. CONDITION.....
7. CONDITION.....
8. CONDITION.....
9. CONDITION.....
10. CONDITION.....
11. CONDITION.....
12. CONDITION.....
13. CONDITION.....

ADDITIONAL PROVISIONS:

e.g.
WASHING MACHINE
COOKER
MICROWAVE
POTS
FRIDGE
T.V.
KETTLE
PAYPHONE
TUMBLE DRYER
CENTRAL HEATING
IRONING BOARD

GENERAL:

This agreement will terminate after the Tenant or Landlord gives notice to quit. The agreed times scale for the Tenant is 1 months notice and for the Landlord is 2 months notice.

The monthly rent is due to be paid until the agreed date of termination of this agreement. The Landlord shall keep a record of all payments made by the tenant and shall issue receipts and the required rent book to the tenants.

Should the tenant give notice to quit the room they must pay their rent for a period of 1 month after giving their notice. They must then move out with all their belongings.

Should the Landlord issue a written notice to quit the property, the tenant shall be responsible for their rent payments for a period of 2 months after the notice is issued, after this they must move out.

The exception would be if the Landlord and Tenant agree to a timescale longer or shorter than this, that is acceptable to all parties.

The tenant must notify the Landlord of any absence that may last longer than 7 days.

Late payments of rent, the Landlord shall charge interest at *% above the Bank of England base rate until paid in full.

Should the rent payments be unpaid for a period of 14 days the tenant shall be issued with a notice to quit the property with outstanding rental due until the agreed timescale between the Landlord and Tenant or as stated above for a period of 2 months after the notice to quit has been issued.

If it has proved not to be possible to contact the Tenant for a period of 21 days the Landlord shall assume abandonment of the Tenant and shall take possession of the room. Rent payments shall be due for a further 1 month unless the Landlord can fill the room before this then the rent due will cease. Any possessions of the Tenants shall be kept for a further 21 days after which they shall be destroyed.

Cost involved will be passed to the Tenant.

The deposit shall be held until the end of the agreement and shall be returned without obligation. The deposit will be used to meet any outstanding rent due or other fees amounted during the period of agreement.

The deposit can be used to pay for:

Damage to the property caused by tenant.

Damage to the furniture or fittings (allowing for fair wear and tear)

Cost incurred with cleaning (including emptying extra bin bags left by the tenant; bags of rubbish will not be placed in the communal house bin but disposed of by the tenant. This will ensure the bin is not fully loaded at the start of the week failure to do so will result in the tenant being charged for rubbish disposal.)

Cost incurred due to exceptional circumstances not covered in the agreement, but caused by the tenant.

The full deposit shall be returned to the tenant within 14 days of the end of the agreement, provided the terms of the agreement have been upheld, or part thereof.

Tenants own items are not insured, they should arrange cover themselves if so wished, buildings and Landlords contents insurance is in place as is the required public liability. The landlord will have no responsibility whatsoever for any loss or damage of such contents or vehicles entering the property.

Tenants should not use any electrical appliances that are in an unsafe condition or for any purpose other than what they were designed for.

The use of LGP HEATERS or STORAGE of LPG is prohibited. The use of heaters in the rooms is prohibited.

The tenant shall keep their room in a clean condition and good decorative order.

The tenant shall assist in the overall cleaning of the common areas used throughout the property, and shall preserve all areas within the property for damage or destruction.

The tenant shall use the property and its contents for its intended purpose not allowing others to operate improper, immoral or illegal purposes.

The tenant shall not cause noise or nuisance to other tenants or neighbours of the property or act in a way to cause alarm or distress.

The tenant is responsible for the actions of visitor's behaviour.

The tenant has no right to sub-let or part let any part of the property or to enter the property in any sort of contract.

The tenant cannot share occupation of the room or any part of the property without written consent by the Landlord. There are no rights of succession to the tenancy. This tenancy agreement is for one tenant only. The room which is being let will be used for the tenant and that tenant only; No overnight guests or personal friends will stay in the room, only the tenant. The tenant shall not alter the decoration or structure of the property or windows and doors nor act in any way to cause excess damage. This includes the actions of any guest of the tenant.

Pets are not allowed without written agreement from the landlord who will take into account other tenants feelings.

The tenant shall report any damage to the property to the Landlord and not attempt to repair damage. The tenant shall not use the utilities of the house for any purpose other than a domestic living requirement.

It is a requirement of the Landlord that he must keep a written record of any action taken by him following a malicious or destructive act by a tenant.

The cost of all utilities excluding a fixed phone or broadband shall be met by the landlord.

The Payphone is free for EMERGENCY CALLS ONLY. Dial 999 for POLICE, AMBULANCE or FIRE BRIGADE.

The tenant is responsible for the security of the property, as shared with other tenants, but solely for the assigned bedroom.

The Landlord is responsible for keeping the property in a good state of repair. All bedrooms will have working locks at all times.

The Landlord shall inspect all common areas to assess any required maintenance or repairs in connection to tenants' health and wellbeing on a weekly basis. Required remedial work shall be carried out as soon as practical.

Windows shall be cleaned outside once per quarter, internal windows only on request.

The Landlord or appointed persons shall maintain all external areas of the property.

All household refuse is to be put in the green bin outside by the tenants.

All inspection reports and certificates of compliance, insurance and required licences' shall be displayed within the property, copies of which can be available on request.

All residents must give full access to and cooperate fully to any persons undertaking safety and maintenance inspections or works (including authorized persons appointed by the Landlord, Council, Police Scotland and the Scottish Fire & Rescue Service.

The Landlord shall always try to give seven days notice when access is required to a tenants private space. Should access be required in a shorter timescale the landlord shall try to contact the tenants' via the given contact number, mobile/works phone and shall have a witness present unless exceptional circumstances require immediate action; some examples of which being smoke, water penetration, loud noise, or any circumstance believed to endanger or distress the general property, other tenants or neighbours wellbeing. In such a case all circumstances shall be recorded and made available to the affected tenant(s).

The landlord shall keep a confidential record of any complaints made by the tenants' and shall investigate them fairly. Any complaints shall be available to the local authority upon request.

The following is an example of the adopted complaints procedure:

Tenant makes a complaint, Landlord shall meet with the tenant to discuss the complaint, if this involves another tenant the landlord shall also meet with the other tenant to discuss situation with a view of mediating to bring the situation to a satisfactory outcome to all whilst encouraging a common sense approach. The exception to this if the complaint is advising of a situation and wishes anonymity in which case the situation, concerns may be duly noted and depending on the nature of the complaint the best course of action shall be decided and taken by the landlord this said I am bound to advise any tenant that a complaint has been made against him/her and of any action being taken or proposed, without prejudice to any legal proceedings which may be investigated.

The following are examples that are likely to cause complaints:

1. **Noise from other tenants within the house, i.e. TV/Music/Shouting “late at night”.**
2. **Noise from visitors to others within house.**
3. **Tenants “having a party” or drunken behaviour.**
4. **Front door not being locked.**
5. **General non cleaning of room areas after use, in detail, Kitchen work surfaces, Pans, Dishes, Utensils, not emptying the bin, Living Room untidy, Hall Untidy, Bath Dirty, Toilet and surrounding areas.**

The term “Late at Night” is between midnight and 8am.

Tenants are not permitted to hold parties in the common areas of the house. Tenants may have friends come round to visit and social drinking is allowed within the house but tenants must remember the points 1, 2 and 3 listed above and any such gatherings must not have an adversely detrimental affect on others in the house or neighbours to the property.

The Landlord will take account of any tenant's disability.

All delivered mail shall be left unopened available on the hall cabinet daily.

**No Addresses shall be attached to any keys for security reasons.
Any keys that are lost shall be replaced, at cost by the tenant.**

It is a condition of the agreement that on the termination of this tenancy, the tenant will immediately and quietly remove themselves and all members of their families if necessary, will remove all items belonging to the tenant, and the tenant will leave the subjects vacant and in a clean and tidy condition. The same condition in which they received the room.

The objective of the Landlord is to manage and oversee the general common areas of the property whilst maintaining a good state of health and safety, cleanliness and maintenance. It is also the objective to maintain as far as possible the general wellbeing, and harmony between tenants'.

The landlord will manage the property in such a way as to seek to prevent or deal effectively with any anti-social/nuisance behaviour by tenants or their visitors to anyone else in the premises or in the locality of the premises.

All tenants shall be issued with a copy of this agreement.

This agreement can be translated into other languages upon request.

The Landlord and tenant hereby agree with the conditions set out in this agreement.

FAILURE TO KEEP THESE RULES, STANDARDS OR BEHAVING IN AN ANTI-SOCIAL MANNER WILL RESULT IN THE TENANT BEING GIVEN 2 MONTH'S NOTICE IN WRITING BY THE LANDLORD.

LANDLORD'S SIGNATURE:.....OR

LANDLORD'S AGENT:.....

I HEREBY ACCEPT THIS TENANCY AGREEMENT AND AGREE TO ABIDE BY ALL THE RULES SET OUT IN THIS AGREEMENT.

(TENANT'S SIGNATURE):.....

NEXT OF KIN:.....

NEXT OF KIN ADDRESS:.....

.....

.....

POST CODE:.....

TELEPHONE/MOBILE NUMBER:.....

TENANCY ENDED ON:

.....

THE END.