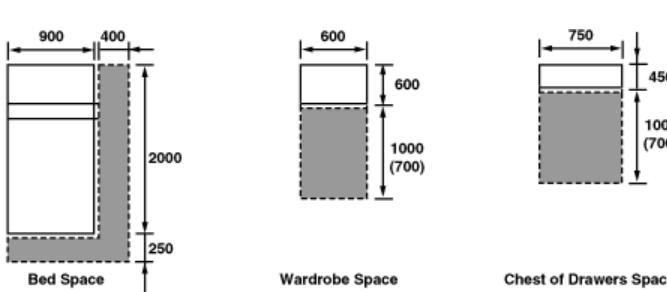


## THE HIGHLAND COUNCIL – STANDARDS FOR HOUSES IN MULTIPLE OCCUPATION

Note: The Highland Council has established these standards as a means of providing a reasonable benchmark for Houses in Multiple Occupation. Nevertheless, because houses in multiple occupation may differ the Council may grant an exemption from, or relaxation of a standard if the Council's Environmental Health Service advise that it is appropriate to do so for a particular premises. In any other case in which an exemption from or, relaxation of a standard is sought by the licence holder or applicant but is not supported by Environmental Health, a request for an exemption or relaxation should be made in writing to The Principal Solicitor – Regulatory Services and should specify the grounds on which the application is made. Applicants for licence should also examine the Council's Standard Licence Conditions for HMO's to determine whether they might wish to seek a relaxation or exemption in respect of any of those.

### Space Standards

No	Standard
1.1	Sleeping accommodation within an HMO shall be provided in either single or double rooms unless sufficient space is provided for occupation by a family.
1.2	Every bedroom or living room shall also be capable of accommodating at least – <ol style="list-style-type: none"> <li>A bed</li> <li>A wardrobe (except where a built in wardrobe of equal size is provide)</li> <li>A chest of drawers</li> </ol>  <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>An activity space is measured at floor level.</li> <li>The shaded area of one activity space may overlap only the shaded area of another activity space.</li> </ol> <p><b>KEY</b></p> <ul style="list-style-type: none"> <li>Activity space (Shaded area)</li> <li>Dimension in millimetres (Dashed line)</li> <li>Reduced dimension when measured to a bed (Dimensions in parentheses)</li> </ul>

**The following space standards shall be complied with in relation to the size of bedrooms and living-rooms provided in an HMO.**

*Floor space should only be counted where there is a ceiling height of at least 1.5m. The minimum width of a bedroom should be 2.25m.*

Table A - Bedrooms where a common living-room is available:

Single Room ( 1 adult)	6.5 sq. metres
Double Room (2 adults)	10.5 sq. metres
Triple Room (3 adults)	16.5 sq. metres + 4.5 sq.metres per person over 3
Family Room (2 adults + children under 10)	10.5 sq. metres + 4.5 sq metres per child

Table B - Bedrooms where no common living room is available:

1 adult	10 sq. metres
2 adults	15 sq. metres
3 adults	19.5 sq. metres + 6 sq.metres per person over 3
Family Room (2 adults + children under 10)	15 sq. metres + 7 sq. metres per child

Table C - Bedsits

1 adult	13 sq. metres
2 adults	19 sq. metres

*Children shall not be accommodated in bedsits unless appropriate measures are taken to ensure their safety.*

Table D - Common Living Rooms:

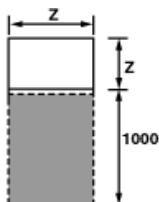
3-6 Persons	11 sq. metres
7-10 persons	16.5 sq metres
11-15 persons	19.5 sq. metres

1.4	Every bedroom shall be located so that it is not necessary to pass through another bedroom in order to reach a bathroom, water-closet compartment, or circulation space.
1.5	Any underground room, the floor of which is more than 900mm below the surface of an adjoining street or the street nearest to the room, shall not be used as a bedroom unless the average ceiling height is more than 2100mm and adequate provision is made, to the satisfaction of the Council, for ventilation, lighting and protection against dampness.

## 2.0 FACILITIES FOR PREPARING, COOKING AND STORING FOOD

*Standards 2.1 to 2.9 only apply to HMO that do not provide meals (Meal must include a minimum of breakfast and evening meal).*

*In determining the number of cookers, refrigerators, freezers or sinks or the adequacy or sufficiency of any of the above facilities all persons living in the premises are to be taken account of including persons such as the owner or manager and their families*

No	Standard
2.1	Each housing unit must contain a cooker with rings, grill and oven, or alternatively cookers with 4 rings, a grill and an oven must be provided in a common kitchen on a scale of one cooker for every unit or fraction of a unit of five people accommodated within the HMO.
2.2	<p>The following activity space shall be provided around any cooker:</p>  <p><b>KEY</b></p> <ul style="list-style-type: none"> <li>Activity space</li> <li>Not less than the dimensions of the appliance</li> <li>Dimension in millimetres</li> </ul> <p><b>Cooker Space</b></p> <p><b>Note:</b> An activity space is measured at floor level</p>
2.3	Each housing unit shall be provided with a sink with a piped supply of hot and cold water and an integral drainer or, alternatively, sinks with an adequate piped supply of hot and cold water and an integral drainer shall be provided on a scale of one sink for every unit or fraction of a unit of five people accommodated and shall be provided in a common kitchen.
2.4	Adequate food storage, for the number of occupants, shall be provided in each housing unit or within a common kitchen and shall be lockable where requested to be so by an occupant. A minimum of 1 cubic metre of storage for a maximum of 5 people and an additional 0.2 cubic metres of storage for each person above 5 people should be provided. Sufficient draw space for the storage of cutlery and other cooking utensils should also be provided.
2.5	1 reasonable size refrigerator and 1 reasonable size freezer for a maximum of 5 persons. The refrigerator must be sited within the kitchen.

2.6	A suitable and sufficient impervious work surface shall be provided for preparing food either within each housing unit or in a common kitchen. A surface space of 2 metre length for 3 people should be provided with an additional 60cm provided per person thereafter.
2.7	Where cooking facilities are provided within a housing unit (i.e. a bedsit), a sink, with a piped supply of hot and cold water and an integral drainer, and a work surface for preparing food shall also require to be provided within that bedsit.
2.8	Where meals are provided for residents, the premises must comply with The Food Safety Act 1990 and any regulations thereunder.
2.9	Where meals are provided additional facilities are required for occupants to prepare snacks and hot drinks.
2.10	All occupants shall be afforded access to a suitable and satisfactory supply of drinking water.

### 3.0 SANITARY FACILITIES

*In determining the number of water-closets, baths or showers, or wash hand basins all persons living in the premises are to be taken account of including persons such as the owner or manager and their families where no separate exclusive facilities are provided for them.*

No	Standard
3.1	There shall be provided within the HMO water-closets on the scale of one for every unit or fraction of a unit of five persons accommodated.
3.2	There shall be provided within the HMO baths or showers on the scale of one bath or shower for every unit or fraction of a unit of five persons accommodated
3.3	Every water-closet compartment shall have a washbasin within the water-closet compartment itself, or within an adjacent space providing the sole means of access to the water-closet compartment.
3.4	Any compartment containing the water-closet pan and washbasin shall also be separated by a door from any room or space used wholly or partly for the preparation or consumption of food.
3.5	All sanitary facilities shall be so located as not to be more than one floor distant from any housing unit.
3.6	All access doors to sanitary and bathing facilities should be fitted with a suitable locking mechanism to ensure privacy. Obscure glazing should be provided where relevant to ensure privacy.

3.7	All bathrooms and shower rooms should be provided with an IP44 rated light fitting if it is required in accordance with current regulations.
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## 4.0 WATER SUPPLY

No	Standard
4.1	Hot and cold supplies shall be suitable and sufficient for the purposes for which they are required.
4.2	An adequate supply of hot and cold water shall be provided to all baths, showers, sinks and wash-hand basins.
4.3	All water provided for domestic purposes (i.e. washing, drinking or cooking) must be wholesome.

## 5.0 DRAINAGE

No	Standard
5.1	The HMO shall be provided with a safe and hygienic drainage system which meets the Building Regulations Technical Standards or otherwise meets with the satisfaction of the Council.

## 6.0 SPACE HEATING

No	Standard
6.1	Each bedroom and living room shall have a controllable fixed space heating appliance or shall be heated by a central heating system capable of maintaining a temperature of 18 degrees Centigrade within such rooms when the outside temperature is minus one degree Centigrade.
6.2	The use of Liquified Petroleum Gas room-heaters is prohibited within any part of the premises.
6.3	A solid fuel appliance used in space heating shall require an annual inspection/cleaning of the chimneys/flues and a certificate stating that the system is functioning properly shall be provided.
6.4	The provisions in Appendix 1 to these standards, for providing adequate ventilation or regarding the use of extract ventilation in relation to the use of fuel burning installations or appliances, shall require to be met.

## 7.0 LIGHTING & VENTILATION

No	Standard
7.1	Every bedroom and living room must be provided with adequate natural lighting which shall be provided by a window or windows having an aggregate glazed area equal to at least 1/15th of the floor area of the apartment and situated in wall or roof, or in a wall between the room and a conservatory.
7.2	Suitable and sufficient electric lighting shall be provided in all parts of the premises including at least one lighting point in every circulation space, staircase, landing, passageway, bedroom, living room, kitchen, bathroom, water-closet compartment and other space having a floor area of 2 square metres or more.
7.3	Any lighting point serving a stair within an HMO shall have controlling switches adjacent to the staircase at each storey. On any common stair, artificial lighting must operate from each landing or a suitable alternative such as energy efficient PIR (passive infrared sensors) or central control via a timer.
7.4	Every bedroom and living room shall have a window or windows with an opening area equal to at least 1/30th of the floor area of the apartment and situated in an external wall or roof, or in a wall between the room and a conservatory.
7.5	Kitchens, bathrooms, and water-closet compartments shall either have natural ventilation (with a window or windows with an opening area to the open air equal to at least 1/30th of the floor area) or adequate mechanical ventilation.
7.6	Any ceiling strip light unit within the HMO must be fitted with a proper diffuser/cover.

## 8.0 ELECTRICAL SAFETY

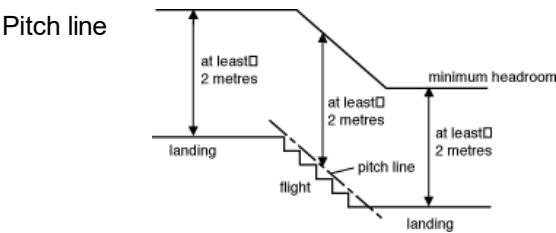
No	Standard
8.1	An electrical Installation Condition Report (EICR) certificate which meets the requirements of BS 7671 must be provided to confirm that the electrical installation is functioning properly and is safe. The inspection must be carried out by a qualified person and have been carried out within the last 5 years or by earlier intervals if directed by the qualified person.
8.2	A current Portable Appliance Test (PAT) Certificate is required annually, or at earlier intervals if directed, for all plug-in appliances provided by the licence holder. The certificate must indicate whether the item has passed or failed. The certificate must identify the competent person who carried out the checks, detail their address and be signed by them.

8.3	A minimum number of 13 amp electrical socket outlets shall be provided in the premises to the following scale: <ul style="list-style-type: none"> <li>○ In each kitchen, 6 socket outlets;</li> <li>○ In each bedroom and living room, 6 socket outlets;</li> <li>○ and anywhere in the HMO, 4 additional socket outlets</li> </ul>
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## 9.0 GAS

No	Standard
9.1	An current certification confirming that any gas installations have been tested and approved by a competent person (i.e. a person who is Gas Safe Registered for the inspection of installations, appliances or premises of that nature) must be submit together with a record of defects identified and remedial works undertaken.
9.2	There must be installed a CO alarm which meets the requirements of BS EN 50291:2001 in the same room as any gas appliance. Alarms should be powered by a battery designed to operate for the working life of the alarm. Such alarms should incorporate a warning device to alert users when the working life is due to pass.

## 10.0 GENERAL STANDARDS

No	Standard
10.1	<p><u>Contact of Emergency Services</u></p> <p>Suitable arrangements for the tenants to contact the emergency service must be put in place and detailed in the tenancy agreement.</p>
10.2	<p><u>Handrails And Protective Barriers</u></p> <p>Every stair for a change in level of more than 600 mm shall have a handrail on at least one side, fixed at a height of at least 840 mm and not more than 1 metre above the pitch line of a flight or surface of a landing. A Protective barrier shall also be required at the edge of any floor, stair, ramp or raised area where there is a difference in level of 600mm or more, and also at the edge of a landing where the route of travel from the adjoining level to the next flight changes direction through 90 degrees. Such a protective barrier must conform to the requirements of the current Building Regulation Technical Standards</p> 

No	Standard
10.3	<p><u>Refuse Facilities</u></p> <p>Adequate and appropriate storage must be provided for rubbish and recycling within the premises and outside as appropriate. The applicant must ensure that then tenants utilise the bins provided and that the bins are placed out on collection day and are returned to the storage area following collection (where applicable)</p>
10.4	<p><u>Drying Facilities</u></p> <p>Suitable arrangements internally or externally shall be provided for drying of clothes, bedding, etc</p>
10.5	<p><u>Vermin</u></p> <p>The premises must be maintained in such a manner and state of repair as to prevent an infestation by vermin.</p>

## 11.0 STRUCTURE - REPAIR AND MAINTENANCE

No	Standard
11.1	The HMO shall meet the Tolerable Standard and comply with the Repairing Standard as defined by The Housing (Scotland) Act 2006.
11.2	The structure and exterior of the premises shall be kept fit and safe for human habitation and shall be kept in a good state of repair to the satisfaction of the Council.

*The structure and exterior shall include, but not exclusively:*

- Any drain, gutter and external pipe;
- Any roof (including the roof covering, ridging, skews, valleys, dormers, flashings);
- Any external wall, external door (including the door frame, lock, hinge or mechanism, window (including any sill, catch, lock, mechanism, sash weight or cord), including external painting and decorating);
- Any internal wall, floor and ceiling, door (including door frame, lock, catch, hinge or mechanism), internal staircase or landing (including any handrail or protective barrier), including painting and decorating;
- Any chimney, chimney stack, chimney can, chimney stay, or flue;
- Any ventilation duct or terminal;
- Any plasterwork
- Any pathway, step, lift, external staircase, ramp or landing (including any handrail or protective barrier), or other means of escape or access;
- Any fuel store;
- Any common part;
- Any integral garage or store;
- Any boundary, wall, gate or fence

## 12.0 INSTALLATIONS – REPAIR AND MAINTENANCE

No	Standard
12.1	Any installation, system or appliance provided for space-heating, water-heating, cooking, refrigeration, ventilation, drainage or sanitation or to satisfy any requirement of these Standards, or for the supply of water, gas, oil or electricity, shall be maintained and kept in proper and safe working order and in a good state of repair to the satisfaction of the Council and in accordance with any statutory requirements.

*Appliances, systems, installation including but not exclusively:*

- Any wash hand basin, bath, water-closet, shower (including base, cubicle, enclosure and apparatus), cistern, water tank, water treatment or distribution system in the control of the licence holder;
- Any private water supply system serving the premises for which the licence holder has a responsibility or over which he/she must exercise a duty of care;
- Any electrical wiring, installation or apparatus, and any water, gas or oil tanks and pipework or installation for the supply or use of those services within the control of the licence holder;
- Any fireplace, fireplace fitting, fire or space-heating or water-heating installation (including pipework, radiators, valves, pumps, cisterns, cylinders, back-boilers and immersion-heater units);
- Any door-entry system, lift alarm, emergency phone, and
- Any extractor fan or common TV aerial

## 13.0 FIRE SAFETY

No	Standard
13.1	The license-holder must ensure that the premises used with regard to the license applied for are fully compliant with the requirements imposed by the Fire (Scotland) Act 2005 (As Amended). This places a duty on the licensee to undertake a Fire Risk Assessment and produce a Management Policy to ensure the safety of persons (whether they are employees, occupants, residents, tenants, visitors or others) in the premises in respect of harm caused by fire.

## 14.0 GENERAL SAFETY

No	Standard
14.1	The accommodation must have secure locks on all access doors and ground floor or accessible windows.
14.2	Any entry door to a let bedroom shall be capable of being locked by the residents to ensure their privacy and security.
14.3	All door locks must be capable of being opened from the inside without recourse to a key, so that residents can escape in case of fire.

## 15.0 TENANCY AGREEMENT

No	Standard
15.1	<p>The tenants must be provided with a clear statement, in a form they can understand and keep for reference, of what is expected of them and what they can expect from the licence holder. The agreement must include certain key elements which are outlined in Appendix 2. A copy of the style of tenancy agreement to be used must be provided when submitting the licence application. If the applicant confirms in writing that the Scottish Government's Model Private Residential Tenancy Agreement <a href="http://www.gov.scot/Publications/2017/10/3669">http://www.gov.scot/Publications/2017/10/3669</a> is to be used in its entirety, <b>without alteration to its mandatory or discretionary clauses</b>, a copy need not be submitted.</p>
15.2	<p><b>With the exception of certain types of tenancies which Schedule 1 to the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) confirms cannot be private residential tenancies, new tenancies created in HMO on or after 1 December 2017, are classed as “private residential tenancies” under the 2016 Act.</b></p> <p>Certain tenancies (including in properties which nonetheless meet the definition of HMO) are classed in Schedule 1 of the 2016 Act as tenancies which cannot be private residential tenancies. These would include, for example, temporary lets to students or to people being housed under homelessness legislation. It will still be appropriate to use existing forms of agreements for these specific types of tenancies in HMOs. Further information on tenancies which cannot be private residential tenancies can be accessed at <a href="http://www.legislation.gov.uk/asp/2016/19/schedule/1/enacted">http://www.legislation.gov.uk/asp/2016/19/schedule/1/enacted</a></p> <p>For other tenancies in HMO, it will no longer be possible to create “assured” or “short assured” tenancies as permitted under earlier legislation. They will be “private residential tenancies” within the meaning of the 2016 Act. <b>Any such existing assured/short assured tenancies are, however, unaffected by this change.</b></p> <p>Under the 2016 Act, the terms of the private residential tenancy agreement must include certain statutory terms. These are included in the mandatory clauses which are detailed in Section 4 of Appendix 2 below. They must be included in the style of tenancy agreement submitted with the licence application to be used for private residential tenancies created under the 2016 Act.</p>

## **APPENDICES**

### **APPENDIX 1**

#### **VENTILATION REQUIREMENTS FOR COMBUSTION**

##### **1.0 SOLID FUEL**

- 1.1 A solid fuel appliance shall have an adequate supply of air for combustion by way of permanent ventilation either direct to the open air or to an adjoining space (including a sub-floor space) that is itself permanently ventilated direct to the open air.
- 1.2 An air supply provided as follows will satisfy this requirement -
  - i. Traditional open flued fire: 50% of the cross-sectional area of the throat or the flue as appropriate; or
  - ii. Any other solid fuel appliance: a permanent air entry opening or openings with a total free area of 550 mm<sup>2</sup> for each kW of combustion appliance rated output over 5 kW.

##### **2.0 OIL FIRED**

- 2.1 An oil-firing appliance installed in an appliance compartment should have a supply of air for cooling by way of permanent ventilation, in addition to air for combustion, either direct to the open air or to an adjoining space. This also includes a sub-floor space. Air for cooling should be provided in accordance with the recommendations in BS 5410: Part 1: 1997 and in OFTEC Technical Book 3 for an oil-firing appliance located in an appliance compartment.
- 2.2 An oil-firing appliance installed in a room or space should have a supply of air for combustion by way of permanent ventilation either direct to the open air or to an adjoining space which is itself permanently ventilated direct to the open air. This also includes a subfloor space. However this may not be necessary if it is a room-sealed appliance. An air supply should be provided in accordance with the recommendations in BS 5410: Part 1: 1997 or OFTEC Technical Book 3.

##### **3.0 GAS FIRED**

- 3.1 A gas-fired appliance shall have an adequate supply of air for combustion. Compliance with the following British Standards will satisfy this requirement –
  - i: BS 5871: Part 3: 2005 for decorative fuel-effect gas appliances
  - ii: BS 5871: Part 2: 2005 for an inset live fuel-effect gas appliance
  - iii: BS 5440: Part 2: 2000 for any other gas-fired appliance
- 3.2 A gas-fired appliance installed in a confined space shall have an adequate supply of air for cooling in addition to air for combustion. Air for cooling should be provided in accordance with the recommendations in BS 5440: Part 2: 2000 for a gas-fired appliance located in an appliance compartment.

## 4.0 EXTRACT FANS

4.1 In dwellings where it is intended to install open-flued combustion appliances and extract fans, the combustion appliances should be able to operate safely whether or not the fans are running.

The installation of extract fans should be in accordance with the guidance below, and should be tested to show that combustion appliances operate safely whether or not fans are running:

- a. for solid fuel appliances, extract ventilation should not generally be installed in the same room or alternatively seek further guidance from HETAS. However in certain cases, such as large rooms where there is free flowing replacement air, a fan may be fitted provided a satisfactory spillage test is carried out in accordance with BRE Information Paper IP 7/94
- b. for oil-firing appliances, limit fan capacities as described in OFTEC Technical Book 3 and then carry out flue draught interference tests as described in Book 3 or BS 5410: Part 1: 1997
- c. for a gas-fired appliance, where a kitchen contains an open-flued appliance, the extract rate of the fan should not exceed 20 litres/second. To check for safe operation of the appliance(s) the recommendations in clause 5.3.2.3 of BS 5440: Part 1: 2000 should be followed.

## APPENDIX 2

### **HIGHLAND COUNCIL TENANCY MANAGEMENT STANDARDS**

#### **1. Introduction**

This document is part of the Highland Council's Standards for Houses in Multiple Occupation. It should only be read in conjunction with the other parts of those Standards and any conditions which apply to any licence allowing the operation of a House in Multiple Occupation.

This document sets out the minimum standards which require to be met in relation to the tenancy management of an HMO.

**Section 2** of this document identifies a number of basic conditions that will require to be met by all licence holders and which will be taken account of in evaluating any application for a licence. These are identified as "Basic Rights and Responsibilities".

**Section 3** sets out those individual details which the Council requires be included in all tenancy agreements in HMO, whether they are assured or short assured tenancies created before 1 December 2017, tenancies in HMO which, under Schedule 1 to the Private Housing (Tenancies) (Scotland) Act 2016 ("the 2016 Act"), cannot be private residential tenancies, or private residential tenancies created in HMO on or after 1 December 2017 under the 2016 Act.

**Section 4** sets out the mandatory clauses contained in the Scottish Government's Model Private Residential Tenancy Agreement:

<http://www.gov.scot/Publications/2017/10/3669>

and which, in terms of these Council Standards, must be included for any private residential tenancy created in HMOs on or after 1 December 2017 under the 2016 Act. These mandatory clauses include, amongst other things, the statutory terms applicable to all private residential tenancies, together with the repairing standard and tenancy deposit terms, all as laid down by the 2016 Act, supporting Regulations and other relevant housing legislation. Insofar as any of these mandatory clauses replicate, include or supersede any of the provisions required under Section 3 of this Appendix, the inclusion of the relevant mandatory clause in the tenancy agreement will suffice to incorporate the relevant Section 3 provision.

#### **2. Basic rights and responsibilities**

- A tenancy agreement shall be issued to all tenants of an HMO.
- No tenant shall be evicted without due process.
- The respective responsibilities of both landlord and tenant shall be clearly defined and the tenancy agreement shall include a contract that identifies how each shall be afforded his/her rights and meet his/her respective responsibilities.
- Tenants shall be afforded peaceful occupation of their homes, free from any harassment.

- Tenants shall be expected to live in a manner that takes account of others who share the HMO.

The Council shall take action where required against landlords who consistently breach the guidance identified above or who fail to achieve the minimum standards required of them in terms of this guidance.

### **3. The tenancy agreement**

**All tenancy agreements, whether entered into before or on or after 1 December 2017, shall include provisions satisfying the following minimum requirements. Agreements will require to be approved by The Highland Council. Once approved, the agreement shall not be altered without the prior written consent of the Council.**

#### **3.1 Record keeping**

**Records maintained by a landlord shall include all of the following, and any tenancy agreement shall include those items marked by an asterisk:**

- The residents name
- The landlords name\*
- The address of the accommodation the tenant is to occupy\*
- The address of the landlord (business or private address)\*
- The date of first occupation\*
- The date the tenancy begins\*
- The date the property becomes vacant
- The date the tenancy will be concluded (if it is a tenancy entered into before 1 December 2017 or is not a private residential tenancy under the 2016 Act)\*
- The date of any review of the tenancy agreement or lease (if it is a tenancy entered into before 1 December 2017 or is not a private residential tenancy under the 2016 Act)\*
- The date the tenancy actually ended

#### **3.2 Rent**

**A tenancy agreement shall include the following details:**

- The full amount of rent payable.
- The frequency at which rent must be paid.
- A list of all charges included in the rent payment including fuel charges, council tax charges etc.
- A requirement for a rent book to be issued to all tenants or for individual receipts to be issued for rent payments.
- The date and/or frequency of all rent reviews.
- The amount of any rent deposit.

- A full description of those items against which a rent deposit is held and a precise definition of those circumstances under which a rent deposit may be retained in whole or part.
- details of the Tenancy Deposit Scheme into which the tenant's deposit has been consigned by the landlord and details of the terms of which the deposit will be repaid to the tenant.

### 3.3 Safety

#### A tenancy agreement shall include provision for:

- The landlord's responsibilities for health and safety to be detailed
- The frequency and dates of safety and maintenance inspections to be recorded
- Copies of inspection reports to be made available to tenants on request
- Residents to give full access to and co-operation to persons undertaking safety and maintenance inspections or works (including authorised persons appointed by the Council, Police Scotland and the Scottish Fire and Rescue Service).
- Landlords to give at least 48 hours' notice when access is required to a tenant's private space, except in case of emergency
- A fixed-point telephone in full working order to allow residents to contact emergency services if necessary
- All let rooms to be maintained in a lockable condition

### 3.4 Furnishings

#### A tenancy agreement shall include:

- Where furniture and appliances are provided, an inventory of these and their condition at the time of occupation
- An undertaking that all furniture and furnishings and appliances comply with the relevant safety legislation
- Details of any damage within the property identified at the time of occupation
- An agreement that normal wear and tear of furniture and furnishings and appliances shall be the responsibility of the landlord and shall not be made the subject of any claim on a rent deposit
- An agreement that wear and tear caused by misuse or malicious damage will be the responsibility of the tenant

### 3.5 Complaints

#### Where the tenancy agreement itself does not set out a complaints procedure which includes the criteria below:

- the landlord shall have a complaints procedure and shall notify tenants how it operates
- the landlord shall keep a confidential record of all complaints made and this record shall be made available to the Council on request
- the landlord shall investigate fairly all complaints received

- the landlord shall advise any tenant where 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 instigated.

### **3.6 Repairs and maintenance**

#### **A tenancy agreement shall:**

- Clearly define the respective responsibilities for repairs and maintenance.
- Require the landlord to maintain the property, inside and outside, in a good state of repair
- Require that the HMO shall be always maintained in a condition fit for human habitation
- Require the landlord to ensure that all property and equipment inspections are arranged as required and that any remedial action identified by current safety legislation is undertaken by the landlord
- Require tenants to take reasonable care of all property
- Require landlords to have in place a system for reporting defects and accessible to tenants
- Specify the time within which the landlord must respond to reported defects
- Include a provision that tenants must agree to report all defects as soon as practicable within the agreed reporting procedures, and take appropriate action in emergency situations to attempt to stop any further damage from occurring
- A requirement that a landlord must keep a written record of any action taken by him/her following a malicious or destructive act by a tenant.

### **3.7 Miscellaneous landlord responsibilities**

#### **A tenancy agreement shall include provision:**

- That the landlord will take account of any tenant's disability
- That the landlord must ensure arrangements have been made for the safe storage and disposal of all refuse from the premises
- That the landlord must adequately insure the HMO for the purpose for which it is being used
- Regarding the extent, if any, of a tenant's right to sub-let or part-let the property

#### **In addition, landlords should ensure:**

- That a landlord who accesses a tenant's room for any reason without the tenant's consent is accompanied by a witness and must record the reason, action and outcome of the entry
- That where mail has been delivered, landlords shall make it available to tenants on a daily basis and that mail shall be handed over unopened
- That a translation of the tenancy agreement into other languages where requested is provided to a tenant
- That any rights of succession to the tenancy are explained to the tenant

### **3.8 Miscellaneous tenant responsibilities**

#### **A tenancy agreement shall include a provision that:**

- Tenants will not use any electrical appliances that are in an unsafe condition or for any other purpose other than that for which they were designed.
- Tenants who wish to have their personal property or belongings insured should make such arrangements for insurance themselves
- Tenants shall occupy the accommodation identified in the tenancy agreement and shall advise the landlord of any absence that may last longer than fourteen days
- Tenants shall advise the landlord if there is any material change in their use of the property
- Tenants shall not use the property for any illegal purpose
- Tenants will not keep any animal on the premises without the prior written agreement of the landlord

#### **4. Mandatory clauses to be included in tenancy agreements for all private residential tenancies (within the meaning of the 2016 Act) created in HMOs on or after 1 December 2017)**

The mandatory clauses set out below include the statutory terms applicable to all “private residential tenancies” created on or after 1 December 2017 under the 2016 Act, together with existing statutory terms relating to the repairing standard and tenancy deposits. These statutory terms derive from the 2016 Act and supporting Regulations and other relevant housing legislation.

**For new HMO licence applications**, the Council will require to be satisfied that these mandatory clauses will be included in any private residential tenancy agreements the licence holder enters into on or after 1 December 2017 with their HMO residents.

Insofar as any of these mandatory clauses replicate, include or supersede any of the tenancy agreement provisions required under Section 3 of this Appendix (which would remain in force for tenancies created before 1 December 2017 or for tenancies which, under Schedule 1 to the 2016 Act cannot be private residential tenancies), the inclusion of the relevant mandatory clause in the tenancy agreement will suffice to incorporate the relevant Section 3 provision, if applicable.

**For HMO licence renewal applications**, where the HMO licence holder’s existing tenants may continue to have assured or short assured tenancy agreements which are unaffected by the 2016 Act, the provisions of Section 3 of this Appendix will continue to apply in respect of those tenants and their tenancy agreements. The existing licence holder seeking renewal of an HMO licence will nonetheless require to submit with their renewal application a form of tenancy agreement (for use in the case of new private residential tenancies) which both (i) includes the Section 4

mandatory clauses and (ii) meets the requirements set out in Section 3 of this Appendix (unless replicated by, included in or supersede by a mandatory clause).

The Section 4 mandatory clauses are as follows. *Any optional content within the mandatory clauses below is identified by use of italics.*

### **Mandatory clauses**

#### **GLOSSARY OF TERMS & INTERPRETATION**

In this Agreement, the following words have these meanings except where the content indicates otherwise:

- **Assignment:** Where a Tenant transfers his or her rights to a private residential tenancy (or share in a joint tenancy) to another person, subject to obtaining the Landlord's prior written permission.
- **Common Parts:** in relation to premises, the structure and exterior of, and any common facilities within or used in connection with, the building or part of a building which includes the premises but only in so far as the structure, exterior and common facilities are not solely owned by the owner of the premises.
- **Eviction ground:** one or more of the grounds named in schedule 3 of the Act on the basis of which an eviction order may be issued by the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal").
- **Eviction order:** an order issued by the Tribunal which brings a private residential tenancy to an end on a certain date.
- **Fixed carbon-fuelled appliance:** an appliance that is attached to the building fabric or connected to a mains fuel supply and burns fuel to produce energy.
- **Guarantor:** a third party, such as a parent or close relative, who agrees to pay rent if the Tenant doesn't pay it and meet any other obligation that the Tenant fails to meet. The Landlord can take legal action to recover any unpaid rent from a guarantor.
- **House in Multiple Occupation (HMO):** Living accommodation is an HMO if it is occupied by three or more adults (aged 16 or over) from three or more families as their only or main residence and comprises either a house, premises or a group of premises owned by the same person with shared basic amenities (a toilet, personal washing facilities, and facilities for the preparation or provision of cooked food) as defined in section 125 of the Housing (Scotland) Act 2006.
- **Jointly and severally liable:** where there are two or more Joint Tenants, each Joint Tenant is fully liable to the Landlord(s) for the obligations of the Tenant under this Agreement including, in particular, the obligation to pay rent. Likewise, each joint Landlord is fully liable to the Tenant(s) for the obligations of the Landlord under this Agreement.
- **Landlord:** includes any Joint Landlord (also see 'Jointly and severally liable' above).
- **Let Property:** the property rented by the Tenant from the Landlord.
- **Letting Agent:** works for the Landlord of a Let Property and offers a range of services from finding suitable Tenants, collecting rent, arranging repairs etc.
- **Neighbour:** any person living in the neighbourhood
- **Neighbourhood:** the local area of the Let Property

- Overcrowding: A house is regarded as being overcrowded if it fails either of two tests - the room standard and/or the space standard (see definition of each test below).
- Private Residential Tenancy: a tenancy where the property is let to an individual as a separate dwelling; the Tenant occupies all or part of it as the Tenant's only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Act.
- Registered Landlord: a person who is entered in the register prepared and maintained by the local authority for the purposes of Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004.
- Rent: any sum payable periodically by the Tenant to the Landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
- Rent-increase notice: the notice that a Landlord under a private residential tenancy must use when notifying a Tenant of a proposed rent increase.
- Rent officer: an independent officer appointed by law who can decide how much rent is payable under a private residential tenancy. He or she can also decide the amount that a Landlord can add when increasing the rent in a rent pressure zone to reflect any improvements made to a Let Property.
- Rent Pressure Zone (RPZ): a defined area in which Scottish Ministers have put a cap on how much rents for existing Tenants can be increased by each year. Any cap set by Scottish Ministers will be at least consumer prices index (CPI) plus 1%, and can last for up to 5 years. Landlords with property within a rent pressure zone can apply to a rent officer for an additional amount of rent to reflect any improvements they have made to the Let Property.
- Statutory terms: the terms which apply to every private residential tenancy.
- Tenant: includes any joint Tenant or joint sub-Tenant (also see 'Jointly and severally liable' above)
- The Tribunal: the First-tier Tribunal for Scotland Housing and Property Chamber, the body which deals with all civil disputes arising from a private residential tenancy.
- The room standard: this is contravened when two people of opposite sexes, who are not living as husband and wife, have to sleep in the same room. This does not apply to children under 10. The rooms regarded as sleeping accommodation are defined as being 'of a type normally used in the locality either as a bedroom or as a living room'.
- The space standard: sets limits on the number of people who can occupy a house, relative to both the number and floor area of the rooms available as sleeping accommodation. For this purpose, children aged at least one but less than 10 count as half of a person, while children under the age of one do not count at all. Rooms of less than 50 square feet are not taken into account.

Declaring for the purposes of this Agreement that words in the singular include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions to be met by "the Tenant", including payment of the rent, apply to all such persons jointly and severally.

## 1. TENANT

Name(s) and Address(es):

- (1)
- (2)
- (3)
- (4)
- (5)

("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 for all of the obligations of the Tenant under this Agreement.

*Email address(es):*

- (1)
- (2)
- (3)
- (4)
- (5)

*Telephone number(s):*

- (1)
- (2)
- (3)
- (4)
- (5)

## 2. LETTING AGENT (*Delete if inapplicable*)

Name:

Address:

Telephone number:

Registration number:

Email address:

The Agent will deliver the following services on behalf of the Landlord:

The Agent is the first point of contact for the following:

## 3. LANDLORD

Name (1):

Name (2):

("the Landlord(s)")

Address (Landlord 1):

Address (Landlord 2):

*Email address(es):*

*Telephone number:*

Registration number (Landlord 1): [\_\_\_\_\_ / \_\_\_ / \_\_\_\_\_] /is pending – the Landlord will inform the Tenant of the Registration number once they have it]

Registration number (Landlord 2): [\_\_\_\_\_ / \_\_\_ / \_\_\_\_\_] /is pending – the Landlord will inform the Tenant of the Registration number once they have it]

## 4. COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using: hard copy by personal delivery or recorded delivery; or the email addresses set out in clauses [2 or 3] and 1].

For communication by email it is essential that the Landlord(s) and Tenant(s) consider carefully whether this option is suitable for them. It should be noted that all notices will be sent by email, which includes important documents such as a rent-increase notice and a notice to leave the Let Property.

To ensure all emails can be received and read in good time, the Landlord(s) and Tenant(s) agree to inform each other as soon as possible of any new email address which is to be used instead of the email address notified in this Agreement.

If sending a document electronically or by recorded delivery post, the document will be regarded as having been received 48 hours after it was sent, unless the receiving party can provide proof that he or she received it later than this. **This extra delivery time should be factored into any required notice period.**

## 5. DETAILS OF THE LET PROPERTY

Address:

(“the Let Property”)

Type of property:

(For example: Flat / Bungalow / Cottage / Terrace House / Semi-detached House / Detached House etc.)

Any other areas/facilities included with the Let Property:

Any shared areas/facilities:

Any excluded areas/facilities:

The Let Property is [unfurnished/furnished or partly furnished]. See the Inventory and Record of Condition for further details.

The Let Property [is not/is] located in a rent pressure zone.

If Scottish Ministers have designated the area that the Let Property is located in as a rent pressure zone, there will be a cap on the amount that the rent can be increased. You can check whether the Let Property shown above is located in a rent pressure zone on the Scottish Government's website <https://www.mygov.scot/rent-pressure-zone-checker/>

The Let Property [is not/is] a House in Multiple Occupation (HMO).

HMO 24-hour contact number:

HMO licence expiry date:

## 6. START DATE OF THE TENANCY

The private residential tenancy will start on:

("the start date of the tenancy")

## 7. OCCUPATION AND USE OF THE LET PROPERTY

The Tenant agrees to continue to occupy the Let Property as his or her home and must obtain the Landlord's written permission before carrying out any trade, business or profession there.

## 8. RENT

The rent is £ ... a [week/fortnight/four weeks/calendar month/quarter/year] payable in [advance/arrears].

The first payment will be paid on and will be for the sum of £ ... in respect of the period to ....

(The maximum amount of rent which can be paid in advance is 6 months' rent.)

Thereafter payments of £... must be received on ... (*insert day/date*) and then subsequently on or before the same [day of each week/fortnight/four weekly period/date each calendar month/date each 6-month period] thereafter.

Method by which rent is to be paid:

(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances.)

The following services are included in the rent amount noted above:  
(list the services together with the prices).

## 9. RENT RECEIPTS

Where any payment of rent is made in cash, the Landlord must provide the Tenant with a dated written receipt for the payment stating: the amount paid, and either (as

the case may be) the amount which remains outstanding, or confirmation that no further amount remains outstanding.

## 10. RENT INCREASES

The rent cannot be increased more than once in any twelve month period and the Landlord must give the Tenant at least three months' notice before any increase can take place. In order to increase the rent, the Landlord must give the Tenant a rent-increase notice, the content of which is set out in 'The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017'. The notice will be sent using the communication method agreed in the 'Communication' clause above.

Within 21 days of receiving a rent-increase notice, the Tenant can refer the increase to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable, unless the property is located in a rent pressure zone (RPZ). Before submitting a referral to a rent officer for rent adjudication, the Tenant must complete Part 3 of the rent-increase notice and return it to his or her Landlord to notify the Landlord of his or her intention to make a referral to a rent officer. Failure to return Part 3 to the Landlord will mean that the rent increase will take effect from the date proposed in the notice.

If the Let property is located within a rent pressure zone, the Tenant cannot refer a rent increase to a rent officer as Scottish Ministers will have set a cap on the maximum amount the rent can be increased.

## 11. DEPOSIT

The Landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 days of the start date of the tenancy.

A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Ministers to hold and protect a deposit until it is due to be repaid.

At the start date of the tenancy or before, a deposit of £ ... will be paid by the Tenant to the Landlord. The Landlord will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.

By law, the deposit amount cannot exceed the equivalent of two months' rent and cannot include any premiums. For example, charging for an administration fee or taking a holding fee (regardless of whether or not the holding fee is refundable).

The scheme administrator is (insert name)

And their contact details are:

Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out work or performs any other obligation for which the Tenant is responsible, the Landlord can apply for reasonable costs to be deducted from any deposit paid by the Tenant.

This would include cases where a tenant has not paid all of the rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.

At the end of the tenancy the Landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to each party. If the Tenant disagrees with the amount, the scheme administrator will provide a dispute resolution mechanism.

Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy deposit scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant. More information can be found in the Tenancy Deposit Schemes (Scotland) Regulations 2011. (<http://www.legislation.gov.uk/ssi/2011/176/contents/made>)

## 12. SUBLetting AND ASSIGNATION

Unless the Tenant has received prior written permission from the Landlord, the Tenant must not:

- sublet the Let Property (or any part of it),
- take in a lodger,
- assign the Tenant's interest in the Let Property (or any part of it), or otherwise part with, or give up to another person, possession of the Let Property (or any part of it).

## 13. NOTIFICATION ABOUT OTHER RESIDENTS

If a person aged 16 or over (who is not a Joint Tenant) occupies the Let Property with the Tenant as that person's only or principal home, the Tenant must tell the Landlord in writing that person's name, and relationship to the Tenant.

If that person subsequently leaves the Let Property the Tenant must tell the Landlord.

The Tenant will take reasonable care to ensure that anyone living with them does not do anything that would be a breach of this Agreement if they were the Tenant.

*If they do, the Tenant will be treated as being responsible for any such action and will be liable for the cost of any repairs, renewals or replacement of items where required.*

*When allowing a person to occupy the Let Property with the Tenant as that person's only or principal home, the Tenant must ensure that the Let Property does not become an unlicensed "house in multiple occupation" (HMO) (see SECTION 2: GLOSSARY OF TERMS for definition of "house in multiple occupation").*

*The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, payable by the Landlord or his or her Agent as a result of the accommodation being, as a consequence of the Tenant's breach, deemed an unlicensed "house in multiple occupation".*

## **14. OVERCROWDING**

The number of people who may live in a Let Property depends on the number and size of the rooms, and the age, gender and relationships of the people. Living rooms and bedrooms are counted as rooms, but not the kitchen or bathroom.

The Tenant must not allow the Let Property to become overcrowded. If the Let Property does become overcrowded, the Landlord can take action to evict the Tenant as the Tenant has breached this term of this Agreement.

## **15. INSURANCE**

The Landlord is responsible for paying premiums for any insurance of the building and contents belonging to him or her, such as those items included in the property inventory. The Landlord will have no liability to insure any items belonging to the Tenant.

The Tenant is responsible for arranging any contents insurance which the Tenant requires for his or her own belongings. The Tenant's belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant.

## **16. ABSENCES**

The Tenant agrees to tell the Landlord if he or she is to be absent from the Let Property for any reason for a period of more than 14 days. The Tenant must take such measures as the Landlord may reasonably require to secure the Let Property prior to such absence and take appropriate reasonable measures to meet the 'Reasonable Care' section below.

## **17. REASONABLE CARE**

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

- keep the Let Property adequately ventilated and heated;
- not bring any hazardous or combustible goods or material into the Let Property, notwithstanding the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances;
- not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- prevent water pipes freezing in cold weather;

- avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
- ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;
- not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms.

## 18. THE REPAIRING STANDARD etc. AND OTHER INFORMATION

### THE REPAIRING STANDARD

The Landlord is responsible for ensuring that the Let Property meets the Repairing Standard.

The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The Landlord also has a duty to repair and maintain the Let Property from the start date of the tenancy and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, the Landlord must complete the work within a reasonable time.

A privately rented Let Property must meet the Repairing Standard as follows:

- The Let Property must be wind and water tight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire<sup>1</sup>.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas<sup>2</sup>.

<sup>1</sup> Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires

<sup>2</sup> Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing.

More detail on the Repairing Standard is available in the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement, or on the Scottish Government website. If the Tenant believes that the Landlord has failed to ensure that the Let Property meets the Repairing Standard at all times during the tenancy, he or she should discuss this with the Landlord in the first instance. If the Landlord does not rectify the problem within a reasonable time, the Tenant has the right to apply to the First-tier Tribunal for Scotland Housing and Property Chamber (“the Tribunal”). The Tribunal may reject the application; consider whether the case

can be resolved by the Tenant and Landlord (for example, by agreeing to mediation); consider the application; or reject the case. The Tribunal has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

The Repairing Standard does not cover work for which the Tenant is responsible due to his or her duty to use the Let Property in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the Let Property.

Structure & exterior:

The Landlord is responsible (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) for keeping in repair the structure and exterior of the accommodation.

Gas safety:

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances carried out by a Gas Safe registered engineer. The Tenant must be given a copy of the Landlord's gas safety certificate. The Landlord must keep certificates for at least 2 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. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor. The Landlord must also ensure that a carbon monoxide detector is installed where there is a fixed carbon-fuelled appliance (excluding an appliance used solely for cooking) or where a fixed carbon-fuelled appliance is situated in an inter-connected space such as a garage. A carbon monoxide detector is also required in the bedrooms and main living room if a flue from a carbon-fuelled appliance passes through the room. "Carbon-fuelled" includes wood, coal and oil as well as gas.

Electrical safety:

The Landlord must ensure that an electrical safety inspection is carried out at least every five years consisting of an Electrical Installation Condition Report (EICR) and Portable Appliance Testing (PAT) on appliances provided by the Landlord. The EICR must be completed by a suitably competent person. The Tenant must be given a copy of the EICR and any PAT.

Smoke detectors:

The Landlord must ensure that mains-powered smoke alarms are installed in (i) the room which is frequently used by the occupants for general daytime living purposes and (ii) every circulation space such as hallways or landings, there must also be a heat alarm in the kitchen. All alarms should be interlinked.

Installations:

The Landlord will keep in repair and in proper working order the installations in the Let Property 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).

Energy Performance Certificate (EPC):

A valid EPC (not more than 10 years old) must be given to the Tenant at the start date of the tenancy, unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area.

**Furnishings:**

Landlords should ensure that all upholstered furniture provided complies with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended, as evidenced by the permanent labelling.

**Defective fixtures and fittings:**

All fixtures and fittings provided by the Landlord in the Let Property should be in a reasonable state of repair and in proper working order. The Landlord will repair or replace any of the fixtures, fittings or furnishings supplied which become defective 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 Let Property.

## **REPAIR TIMETABLE**

The Tenant undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair or emergency. The Landlord is responsible for carrying out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.

The Tenant must allow the Landlord reasonable access to the Let Property to enable the Landlord to fulfil their duties under the repairing standard (see the clause on 'Access for Repairs').

## **PAYMENT FOR REPAIRS**

The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or hers.

## **INFORMATION**

In addition to this Agreement, the Landlord must give to the Tenant:-

- gas safety certificate;
- electrical safety inspection reports (EICR and PAT);
- energy performance certificate (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

## **19. LEGIONELLA**

At the start of the tenancy and throughout, the Landlord must take reasonable steps to assess any risk from exposure to legionella to ensure the safety of the Tenant in the Let Property.

## **20. ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS**

The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours' notice, or access is required urgently. Authorised purposes are carrying out work in the Let Property which the Landlord is required to or is allowed to, either by law, under the terms of this Agreement, or any other agreement between the Landlord and the Tenant; inspecting the Let Property to see if any such work is needed; and carrying out a valuation of the Let Property. The right of access also covers access by others such as a contractor or tradesman hired by the Landlord.

There is nothing to stop the Tenant and Landlord from mutually agreeing more generous rights of access if both parties want to resolve a non-urgent problem more promptly.

The Landlord has no right to use retained keys to enter the Let Property without the Tenant's permission, except in an emergency.

## **21. RESPECT FOR OTHERS**

The Tenant, those living with him/her, and his/her visitors must not engage in antisocial behaviour to another person. A person includes anyone in the Let Property, a neighbour, visitor, the Landlord, Agent or contractor.

“Antisocial behaviour” means behaving in a way which causes, or is likely to cause, alarm, distress, nuisance or annoyance to any person; or which amounts to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech.

In particular, the Tenant, those living with him/her, and his/her visitors must not:

- make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments and DIY and power tools;
- fail to control pets properly or allow them to foul or cause damage to other people's property;
- allow visitors to the Let Property to be noisy or disruptive;
- vandalise or damage the Let Property or any part of the common parts or neighbourhood;
- leave rubbish either in unauthorised places or at inappropriate times;
- allow any other person (including children) living in or using the property to cause a nuisance or annoyance to other people by failing to take reasonable steps to prevent this;
- harass any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, 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;

In addition, the Tenant, those living with him/her, and his/her visitors must not engage in the following unlawful activities:

- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol;
- store or bring onto the premises any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms;
- use the Let Property or allow it to be used, for illegal or immoral purposes;
- threaten or assault any other Tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason.

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

## **22. EQUALITY REQUIREMENTS**

Under the Equality Act 2010, the Landlord must not unlawfully discriminate against the Tenant or prospective Tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

## **23. DATA PROTECTION**

The Landlord must comply with the requirements of the Data Protection Act 1988 to ensure that the Tenant's personal information is held securely and only lawfully disclosed.

## **24. ENDING THE TENANCY**

This Tenancy may be ended by:-

- The Tenant giving notice to the Landlord
  - The Tenant giving the Landlord at least 28 days' notice in writing to terminate the tenancy, or an earlier date if the Landlord is content to waive the minimum 28 day notice period. Where the Landlord agrees to waive the notice period, his or her agreement must be in writing. The tenancy will come to an end on the date specified in the notice or, where appropriate, the earlier date agreed between the Tenant and Landlord. To end a joint tenancy, all the Joint Tenants must agree to end the tenancy. One Joint Tenant cannot terminate the joint tenancy on behalf of all Joint Tenants.
- The Landlord giving notice to the Tenant, which is only possible using one of the 18 grounds for eviction set out in schedule 3 of the Act. This can happen either:
  - By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds, and the Tenant choosing to leave. In this case, the

tenancy will come to an end on the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the Let Property, whichever is the later.

or:-

- By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds and then, if the Tenant chooses not to leave on the day after the notice period expires, subsequently obtaining an eviction order from the Tribunal on the stated eviction ground(s). In this case, the tenancy will come to an end on the date specified in the eviction order.

The Landlord can bring the tenancy to an end only if one of the 18 grounds for eviction apply. If the Landlord serves a Notice to Leave on the Tenant, he or she must specify which eviction ground(s) is being used, and give the reasons why they believe this eviction ground applies.

If the Landlord applies to the Tribunal for an eviction order, the Tribunal will ask the Landlord to provide supporting evidence for any eviction ground(s) being used.

The amount of notice a Landlord must give the Tenant will depend on which eviction ground is being used by the Landlord and how long the Tenant has lived in the Let Property.

The Landlord must give the Tenant at least 28 days' notice if, on the day the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for six months or less, or if the eviction ground (or grounds) that the Landlord is stating is one or more of the following. The Tenant:

- is not occupying the Let Property as his or her only or principal home
- has breached the tenancy agreement
- is in rent arrears for three or more consecutive months
- has a relevant criminal conviction
- has engaged in relevant antisocial behaviour
- has associated with a person who has a relevant conviction or has engaged in antisocial behaviour.

The Landlord must give the Tenant at least 84 days' notice if, on the date the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for over six months and the Notice to Leave does not rely exclusively on one (or more) of the eviction grounds already mentioned in this paragraph.

The Landlord must secure repossession only by lawful means and must comply with all relevant legislation affecting private residential tenancies.

### **SCHEDULE 3 TO THE ACT – EVICTION GROUNDS**

Schedule 3 sets out the 18 grounds under which a Landlord may seek eviction.

## **Mandatory Eviction Grounds**

If the Tribunal is satisfied that any of the mandatory eviction grounds exists, it must issue an eviction order. The eight mandatory grounds are:

- The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.
- Let Property to be sold by the mortgage lender.
- The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property.
- The Landlord intends to live in the Let Property as his or her only or principal home.
- The Landlord intends to use the Let Property for a purpose other than providing a person with a home.
- The Let Property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed; the Let Property has previously been used for that purpose; and the Let Property is required for that purpose.
- The Tenant is not occupying the Let Property as his or her only or principal home or has abandoned the Let Property.
- After the start date of the tenancy, the Tenant is convicted of using, or allowing the use of, the Let Property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the Let Property. The application must usually be made within 12 months of the Tenant's conviction.

## **Discretionary Eviction Grounds**

Even if the Tribunal is satisfied that a discretionary ground exists, it will still have discretion on whether to issue an eviction order. The eight discretionary grounds are:

- A member of the Landlord's family intends to live in the Let Property as his or her only or principal home.
- The tenancy was entered into on account of the Tenant having an assessed need for community care and the Tenant has since been assessed as no longer having such need.
- The Tenant has breached the tenancy agreement – this excludes the payment of rent.
- The Tenant has acted in an antisocial manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring.
- The Tenant is associating in the Let Property with a person who has a relevant conviction or who has engaged in relevant antisocial behaviour. A relevant conviction is a conviction which, if it was the Tenant's, would entitle the Tribunal to issue an eviction order. Relevant antisocial behaviour means behaviour which, if engaged in by the Tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour.
- Landlord registration has been refused or revoked by a local authority.

- House in Multiple Occupation (HMO) licence revoked by the local authority.
- Overcrowding statutory notice in respect of the Let Property has been served on the Landlord.

### **Eviction grounds with both a mandatory and a discretionary strand**

These two eviction grounds have both a mandatory and a discretionary strand, so the Tribunal will have discretion over whether to issue an eviction order in some circumstances, but not in others:

- The Tenant is in rent arrears. (This ground is mandatory if, for three or more months, the Tenant has been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears are at least one month's rent. The Tribunal must also be satisfied that the arrears are not due to a delay or failure in the payment of a relevant benefit. This ground is discretionary if the Tenant has been in arrears of rent for three or more months, and on the first day the Tribunal considers the case, the arrears are less than one month's rent and the Tribunal is satisfied that it is reasonable on this basis to issue an eviction order. In deciding whether it is reasonable to evict, the Tribunal will consider whether the Tenant being in arrears is due to a delay or failure in the payment of a relevant benefit.)
- The tenancy was granted to an employee and the Tenant is no longer an employee. (This ground is mandatory if the application for eviction was made within 12 months of the Tenant ceasing to be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.)

*The Tenant agrees to remove all of his or her belongings when the Tenancy ends. The Tenant's belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant.*

### **25. ALTERATIONS**

*The Tenant agrees not to make any alteration to the Let Property, 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 under section 37 of the Equality Act 2010 or section 52 of the Housing (Scotland) Act 2006 must be made in writing to the Landlord and any other owners of the common parts, where appropriate. Consent for alterations requested under this legislation should not be unreasonably withheld. If no consent is given for the adaptations you may appeal to the Tribunal in relation to section 52 (or sheriff court in relation to section 37) within 6 months of being notified of the decision. Before doing this, you may find it helpful to discuss your circumstance with your local Citizens Advice Bureau, Shelter Scotland or the local authority for the area where the Let Property is situated.