

AT5 Assured Tenancies

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 on behalf of the prospective landlord, by and the landlord's agent, is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

Please read this notice carefully.

Part 1

Notice to the prospective Tenant(s)

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

We, the prospective Landlord's Agent, Collegiate AC Ltd, of Home Farm, School Road, Ardington, Oxfordshire, OX12 8PD, give the Tenant(s) notice that the Tenancy being offered to you at the Property below, and to which this notice refers, is to be a Short Assured Tenancy in terms of Section 32 of the Housing (Scotland) Act 1988

Regarding the Property

Property

Address

Flat

Room

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 FLAT, (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 FLAT. IF THE LANDLORD TERMINATES THE TENANCY BY ISSUING A VALID NOTICE TO QUIT AND GIVES THE TENANT AT LEAST 2 MONTHS NOTICE (OR A LONGER PERIOD IF THE TENANCY AGREEMENT PROVIDES) OF HIS INTENTION TO REPOSSESS THE FLAT 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.

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 flat or another flat 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 or the Rent (Scotland Act 1984) your landlord can offer you an assured tenancy or short assured tenancy of the same or another flat 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.

NOTE 4 TO PROSPECTIVE TENANT.

A TENANT OF A SHORT ASSURED TENANCY HAS A SPECIAL RIGHT TO APPLY TO A PRIVATE RENTED HOUSING 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.

Short Assured Tenancy Agreement

The Landlord and Management Company

Landlord

[Redacted]

c/o

Management Company

Collegiate AC Ltd, Home Farm, School Road, Ardington,
Oxfordshire, OX12 8PD

Email: tenants@collegiate-ac.com

Tel: 01235 250140

This agreement is made between the Landlord detailed above and the Tenant detailed below.

The Tenant

Name

[Redacted]

Address

[Redacted]

Phone Number

[Redacted]

Mobile Number

[Redacted]

Email Address

[Redacted]

University

[Redacted]

Course

[Redacted]

The Guarantor

A UK based guarantor is required for all tenants wishing to pay by instalments, if you are paying the full rent in advance to moving in then a guarantor is not required

Name	[Redacted]
Address	[Redacted]
Phone Number	[Redacted]
Mobile Number	[Redacted]
Email Address	[Redacted]
Guarantor DOB	[Redacted]
Guarantor NI Number	[Redacted]

Property Details

Property	[Redacted]
Address	[Redacted]
Flat	[Redacted]
Room	[Redacted]
Room Type	[Redacted]

Defi

In this agreement the following defi apply:

Flat: all that flat as set out on page 2 of this agreement, excluding such rooms that are let or are intended to be let to students under short assured tenancies other than this agreement.

Property: all that building, of which the Flat and the Room form part, as set out on page 2 of this agreement.

Room: all that room within the Flat as set out on page 2 of this agreement.

Room Items: Fitted bedroom furniture, Mattress, Pin Board, Operator Chair, Desk, Window Blinds.

Shared Areas: all those parts of the Property, excluding flats containing rooms let or intended to be let to individual students, which are intended to be used in common with other occupiers, including but not limited to any corridors, stairwells, lifts, games rooms, private cinema rooms, seminar rooms and gymnasiums.

Shared Items: Bathroom fittings, Kitchen fittings, Fridge Freezer, Toaster, Kettle, Sofa, Vacuum Cleaner, Combination Oven, Hob, Bin, TV, Remote Control for TV, Breakfast Bar Stool, Table and Chairs (shared kitchens only), Window Blinds.

SAMPLE

1. Tenancy Term and Rent Charges

Tenancy Dates / Residential Period

Residential Period (12 am)

Reservation Fee/Deposit

The Reservation Fee is a fee required to secure your room.

Upon commencement of the Tenancy, the Reservation Fee will convert to a security Deposit.

Rent

Weekly Rate

Total Weeks

Total Rent

Payment Option Selected

Instalments

Instalment Amount and Payment Date

1st Instalment

2nd Instalment

3rd Instalment

Other charges

Car Parking

Internet

- 1.1. The Landlord lets and the Tenant takes the Room together with a right to use in common with others the Flat and the Shared Areas for the Residential Period at the Rent and this agreement creates a Short Assured Tenancy under Section 32 of the Housing (Scotland) Act 1988 which means that once the Residential Period, the Tenancy, has expired the Landlord is entitled to recover possession of the property under Section 33 of the Housing (Scotland) Act 1988.
- 1.2. The allowance for the payment of Rent by way of three instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all three instalments immediately without further notice needing to be sent and if the payment of the full amount is not received the Landlord would have the ability to terminate this agreement.
- 1.3. Included in the Rent is an allowance towards utility costs of £250. The Landlord reserves the right to recharge to the Tenant any additional costs incurred above this amount for utilities (water, electricity, gas). These costs will be monitored by the accommodation team and notification of excess energy consumption as soon as practical. The Landlord further reserves the right to request a bond, payable by the Tenant on demand, as security for such additional costs
- 1.4. Tenants are responsible for paying any local council tax, or other local tax, which becomes due during the dates of this agreement. If required to do so by the local council, or the Landlord, tenants must obtain a council tax student exemption notice and provide a copy of this to the management office at the Property. Though students are usually exempt from council tax, for the avoidance of doubt, the Tenant agrees that they will be liable for any council tax, or other local tax, liability that may arise for any period covered under the dates of this agreement.

Rent is always due in advance; if you fail to pay your rent in advance then the accommodation team will begin the arrears collection process. Failure to pay Rent will result in court action being taken; this will be at full cost to the Tenant and will be added onto your outstanding balance.

2. Cancellation Policy and Distance Selling Regulations

- 2.1. Unless the Residential Period has commenced, or you have already collected the keys to the accommodation, you may cancel your booking by writing or sending an e-mail to us at tenants@collegiate-ac.com, at any time during the 14 days after we send you an e-mail confirming your booking is complete. If you do that, we will make no charge and will return the Reservation Fee to you.

In the event that you want to terminate your Tenancy Agreement prior to the end of the Residential Period, you will need to find another tenant to replace you and take over your tenancy agreement. Your tenancy period is for the duration stated on the front of this agreement; whomever takes over must take over for the remaining period – A £50 admin fee will apply to set up a replacement tenant.

- 2.2. In the event that the Tenant wants to terminate this tenancy agreement prior to the end of the agreed term, the Tenant agrees they will not transfer the tenancy created by the Tenancy Agreement to anyone else without first obtaining written consent from the Landlord or The Managing Agent, and ensuring the replacement tenant is a full time student.

3. Reservation Fee and Deposit and Purpose of Deposit

- 3.1. The Tenant shall pay the Reservation Fee on or before the date of this agreement.
- 3.2. If for whatever reason the Landlord is not able to make an offer of accommodation to the tenant, or to provide the Room to the Tenant, the Reservation Fee will be returned in full to the Tenant. The Reservation Fee is otherwise non-refundable.
- 3.3. The Reservation Fee will convert to a Deposit at the commencement of the Residential Period, once the tenant has moved in.
- 3.4. The Deposit will be managed by the Management Company in accordance with The Tenancy Deposit Schemes (Scotland) Regulations 2011, and will be paid into a tenancy deposit scheme within 28 days of the commencement of the tenancy. The Management Company will provide the Tenant with access to a Deposit Protection Certificate (DPC), in paper or electronic form, confirming the deposit has been registered and protected.
- 3.5. The Purpose of the Deposit is to act as security against any damage to the Room, the Flat or the Property (fair wear and tear excepted), any damage to the furnishings or other equipment provided (fair wear and tear excepted), or any excess utility charges incurred above the tenant's allowance, or any unpaid Rent or other unpaid charges, or other tenant liabilities including local taxes, incurred during the duration of this agreement. Any such liabilities, costs, or charges will be deducted from the Deposit by the Managing Agent for the benefit of The Landlord acting reasonably.
- 3.6. The balance of the Deposit shall be paid to the Tenant less any reasonable costs incurred for the breach of any obligation under this agreement.
- 3.7. Any interest earned on the Deposit will belong to the Landlord.
- 3.8. Upon moving into the Room, the Tenant must check that the supplied inventory is accurate and must sign and return the inventory to the Management Company within 7 days of moving into the Room. If the inventory is not signed and returned then the Tenant accepts that it is correct as supplied.

As a tenant at the Room, your Deposit will be protected. This will ensure that your Deposit is held in trust and in the event that any disputes occur you will have clear rules and guidance on your rights and how disputes can be resolved.

4. Tenancy inspections and Deposit Release

- 4.1. The Tenant will arrange a suitable time with the Management Company for an inspection of Flat, or Flat and Room. The purpose of the inspection is to determine the condition of the Flat and, or, Room and whether any charges are to be made. The Management Company will tell the Tenant within 10 working days of the end date on the Tenancy Agreement if they propose to make any deductions from the Deposit.
- 4.2. If the Tenant signs the vacating inspection sheet by way of agreement as to the amount of the Deposit to be returned, the Managing Agent will instruct for The Deposit to be returned within 10 working days of the date on which the vacating inspection sheet was signed, or the end of the Tenancy Period, whichever is the later. If the Tenant vacates without arranging an inspection, the Management Company will instruct for the return the Deposit, net of any deductions that the Management Company identifies as appropriate, within 14 days too.
- 4.3. If the Tenant disputes any deductions that have been made from the Deposit, these should be notified to the Management Company within 20 working days of the notification of charges.
- 4.4. If, after 10 working days following the notification of a dispute to the Management Company, and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute can be submitted will (subject to Clause 4.6 below) be submitted for adjudication. All parties agree to co-operate with the adjudication.
- 4.5. The tenant's rights and process are further explained in the Deposit Protection Certificate (DPC) and accompanying information which will be available to the tenant after the commencement of the Residential Period once The Deposit has been filed with the tenancy deposit scheme operated by MyDeposits Scotland: www.mydepositscotland.co.uk
- 4.6. The statutory rights of the Landlord and the Tenant to take legal action through a court remain unaffected by this clause 4.

5. The Accommodation

If any of the following clauses are breached you will be asked to attend a meeting with the Management Company to discuss actions going forward, please read the following section very carefully to ensure that you understand. Breaching of any of these clauses could result in the Termination of your agreement at full financial cost to the Tenant.

5.1. The Tenant will:

- a. Agree to adhere to and obey the rules and regulations of the Property as may be varied from time to time and notified to the Tenant in a tenant handbook, or exhibited at the main office of the Property.
- b. Pay the rent in the manner due and at the times specified regardless of whether this is demanded or not.
- c. Keep the interior of the Flat together with all fixtures and fittings of the Flat and the Landlord's contents in good condition and not to alter the Flat or make any holes or affix anything to the walls ceiling and floors of the Flat (pictures, posters or other articles).
- d. Not change the internal or external colour of the Flat.
- e. Not carry on any trade, profession or business, on or from the Flat and to use the Room as a single private residence only in the occupation of the Tenant.
- f. Not assign or sub-let the Room or any part thereof, or permit any other person to reside in, or occupy, the Room.

"Sub-letting" means renting the Room to another person or persons. "Assigning" means transferring rights under this agreement to another person or persons.
- g. Not keep any animal, bird or reptile at the Flat.
- h. Not cause or allow any visitors to cause a nuisance or annoyance to other persons/tenants in the residence.
- i. Be responsible for their own washing up, clearance of debris, grease and spillages. Tenants must clean the refrigerator interior and place rubbish in the centrally located refuse bins provided, and separate any waste as required by the local authority.

- 5.2 j. Remove waste on a regular basis to ensure hygiene standards and avoid odours.
- k. Remain responsible for any visitors that they bring into the Property; this will include any actions that the visitor may undertake to cause damage to any part of the Property.
- l. Not commit or allow any visitor to commit any form of:
- Criminal offence
 - Harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of, or cause offence to, any other tenants, and visitor, any employee of the Landlord or his agents or his contractors.
 - Nuisance or intimidation or physical, verbal or written abuse against other tenants, visitors, any employee of the Landlord or his agents or his contractors.
- m. Not permit any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Room between the hours of 10.30pm and 8.00am and nevertheless outside those hours not to be a nuisance or annoyance to any neighbouring property.
- n. Not permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Room, the Flat or the Property or any part thereof or which may cause an increased premium to be payable in respect thereof and to repay to the Landlord on demand any sums from time to time paid by way of an increased insurance premium and further not to keep any combustible or offensive goods, provision or materials in the Flat.
- o. Not use a paraffin or portable gas heater or candles within the Flat.
- p. Not allow any other person into occupation other than the named Tenants.
- q. Not allow drugs of any sort to be taken or used on the Flat except as may be authorised or prescribed by a duly qualified medical practitioner.
- r. Not make or have made any duplicate keys to the Flat nor to replace or add any new locks to the Flat, and report any loss of keys/fob/swipe card to reception and not to mark the keys with anything that relates it to the Property or the Flat.

This is so that if keys are lost, they cannot be identified with the Flat to which they belong.

- s. Not erect or permit to be projected outside of the Property any wireless/satellite dish or television aerial.
- t. Not use or permit to use any fridge, freezer, storage heater, fan heater, convection heater or similar item in the Flat other than any that may be supplied by the Landlord.
- u. Not cover or obstruct in any way the air vents in the Flat.
- v. Not remove any door closers
- w. Not tamper with any fire fighting/prevention equipment, this includes fire extinguishers, fire blankets, and fire alarms, smoke detectors, not obstruct any fire doors or fire exit routes or disconnect automatic door closures

It is an offence to tamper with any fire fighting/prevention equipment and could result in prosecution. The fire equipment is there for your safety and that of your fellow residents.

- x. Not open the windows past the set restrictors other than in the event of an emergency and evacuation through the window being required
- y. Not smoke in any part of the Property

The entire site is a no smoking site, there are designated smoking areas assigned around the Property – ensure that these are used and that you do not smoke inside any part of the Property.

- z. Not bring any bicycles into any part of the Property.
- aa. Not use any open chip pan/fryers.
- ab. Not leave the Flat unoccupied for any period whatsoever without locking and securing all doors and windows.
- ac. Notify the Management Company of all repairs and/or maintenance work which the Tenant considers necessary to the Room, the Flat or the Property as soon as such repairs or maintenance work are apparent.
- ad. Not attempt to carry out any repairs or maintenance works to any part of the Property, including the Flat and the Room, and any of the Shared Items and the Room Items.

The above clause is required in the interests of health and safety. Management Company staff will attend to repairs and maintenance.

6. The Guarantor

- 6.1. The Guarantor guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this agreement and the performance and observance by the Tenant of the terms and provisions of this agreement.
- 6.2. If the Tenant shall default in the payment of the Rent or any other monies payable under the said agreement, the Guarantor will, upon written demand by the Landlord, immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this agreement, but the Guarantor accepts no legal or moral responsibility for any other person apart from the Tenant, unless that person is a guest of the Tenant.
- 6.3. This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- 6.4. Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the agreement shall not release or exonerate the Guarantor, or in any way affect the liability of the Guarantor, under this agreement.
- 6.5. This Guarantee shall constitute the Guarantor as principal debtor.
- 6.6. The Tenant agrees that as party to this agreement, The Landlord and Management Company may discuss any element of their Tenancy, and the Tenant's conduct and well being, with the Guarantor.

7. Access by the Landlord

- 7.1. The Tenant will permit the Landlord and Management Company and their agents, together with any necessary contractors and workmen, to enter the Flat and the Room at all reasonable times upon 24 hours notice (or in the event of an emergency at any time without notice) in order to:
- a. Carry out the services under this agreement
 - b. Show the accommodation to prospective new tenants
 - c. Examine the state and condition of the Flat, the Room, the Shared Items and the Room Items. A minimum of three notified room inspections will be carried out during the duration of this agreement.
 - d. Carry out any repairs to the Room, the Flat or the Property that are reasonably necessary pursuant to the Landlord's and the Management Company's responsibilities under the agreement or by statute and for any reasonable purpose in connection with the management of the Property.

The accommodation team will endeavour to give you at least 24 hours notice in the event of needing access to your room; this would mainly be due to maintenance requirements. If you report a maintenance issue you will be asked at that time whether the maintenance team can access your room in the event that you are not at home.

8. At the end of the Tenancy

- 8.1. The Tenant will attend a check-out inspection arranged by the Management Company and sign a copy of the inspection report, noting any comments they may have.

If the Tenant fails to attend the check out inspection it will be very difficult for the Tenant to challenge the inspection and any charges levied for damage and disposal of refuse and abandoned items.

- 8.2. If any of the Tenant's belongings have not been removed from the Property at the expiration of this agreement, the Tenant will pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such items, provided always that after the end of this agreement the Landlord may remove any remaining items of the Tenant and after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.

- 8.3. The Tenant will hand over to the Landlord or his agents by 12.00 noon on the last day of this agreement (howsoever ended) all keys, fobs, door entry cards, or any other access devices, to the Flat, the Room, and the Property. If all keys, fobs, door entry cards, or any other access devices, are not handed over by the Tenant to the Landlord or his Agents by the end of the last day of the Residential Period the Tenant shall be assumed thereafter to have given up his right to occupy the Room from the expiry of the last day of the Residential Period if at that date the Tenant is not physically occupying any part of the Room (provided also that for the purposes of this clause the fact that any of the tenant's belongings may at the expiry of the Residential Period still remain at any in the Room or the Flat shall not in its self be deemed to be physical occupation of any part of the Room by the Tenant).

- 8.4. The Tenant will maintain a current and valid e-mail address for communications with the Management Company and with MyDeposits Scotland, the Deposit holders, and will provide MyDeposits Scotland with bank details to which their Deposit (less any deductions made in accordance with this agreement) should be returned at the end of the Tenancy.

9. Ending the Tenancy

This Short Assured Tenancy may be ended by:-

- 9.1. The tenancy reaching its end date and the Landlord giving two month's prior written notice that possession of the flat is required in terms of section 33 of the Housing (Scotland) Act 1988 at that end date.
- 9.2. 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.
- 9.3. By the Tenant giving the Landlord one month's notice in writing to terminate the tenancy at its termination date.
- 9.4. 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 I 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 flat 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 flat 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.

9.5.

Ground 2

The flat 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 flat 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 flat is let under a tenancy for a specific 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 flat 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 specific 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 flat is let under a tenancy for a specific 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 flat 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 specific 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 flat 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 flat 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 flat or to carry out substantial works on the flat 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 flat before the creation of the tenancy; or
 - (ii) none of the following persons acquired his interest in the flat 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 flat after the creation of the tenancy; and

Ground 6 *(Continued)*

- (b) the relevant Landlord cannot reasonably carry out the intended work without the Tenant giving up possession of the flat 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 flat 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 flat 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 flat 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 flat 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 flat 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 flat 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 flat and any other premises, which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other flats.

Ground 15

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

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

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

Ground 16

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

10. Declaration and Notices

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

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

10.2. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if it is:

- a. Sent by first class post or left at the Management Company's address given on the first page of this agreement; or
- b. Sent to the Management Company's email address stated on the first page of this agreement.

10.3. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if it is sent by first class post to the Flat and shall be deemed to have been received the day after it was sent.

11. Jurisdiction

11.1. Subject to the terms of clause 10.2, this agreement shall be governed by, construed and take effect in accordance with, the law of Scotland and the courts of Scotland shall have jurisdiction to hear and determine any matters arising.

12. Tenant Indemnity and Council Tax

- 12.1. The Tenant agrees to be responsible for the payment of council tax, (or any similar charge replacing council tax) or any other local tax, to the local council during the duration of this agreement. Where the tenant is registered as a full time student an exemption may apply. All local councils act under different policies regarding the exemption of council tax.
- 12.2. The Landlord holds no responsibility for the payment of council tax when a Room is let under the dates of this agreement. The Tenant agrees to reimburse and indemnify the Landlord for any council tax (or similar charges replacing council tax) charges they may incur during the duration of this agreement.

13. Landlord's obligations

- 13.1. The Landlord agrees to:
- a. Allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
 - b. Carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable);
 - c. Comply with the Furniture and Furnishings (Fire Safety) regulations 1988 and any subsequent amendments;
 - d. Insure the Flat, the Room Items and the Shared Items. The Landlord shall also arrange to provide a basic student contents insurance package for the Tenant from Endsleigh Insurance, which the student should activate by registering with Endsleigh directly. However the Landlord accepts no liability for loss or damage to the Tenant's personal possessions;
 - e. At the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items.

Signatures

Before signing this agreement the Tenant should read the following notes.

This agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he will be bound for the whole of the Residential Period and will not be released from his/her obligations (for example to pay Rent) until the Residential Period expires.

Signed By Tenant

Full Name

Date

The procedure is that the Tenant prints and signs 2 copies of this agreement along with any other required documentation, and then returns these to the Management Company's designated office, where the Management Company (on behalf of the Landlord) will sign and date both copies of the agreement. The Management Company will then keep hold of the agreements and you will receive your copy when you take occupation of the Room.

Signed by Guarantor

Full Name

Date

Note - If upon routine checking the Guarantor is found not be genuine then the Reservation Fee will be forfeited by the Tenant and the Management Company shall have the right to withdraw offer of accommodation. A Guarantor is only required if the Tenant wants to pay the Rent in three instalments – if the Tenant settles the Rent in advance in full then they need not provide a Guarantor.

PLEASE NOTE THAT THE GUARANTOR MUST SIGN THIS AGREEMENT ABOVE. IF ANYONE OTHER THAN THE GUARANTOR SIGNS THIS AGREEMENT, OR FORGES THE GUARANTOR'S SIGNATURE, THIS IS A CRIMINAL OFFENCE AND WILL BE REPORTED TO THE POLICE.

Signed By Landlord
Full Name
Date

It is agreed between the Landlord and the Tenant that the date on which this agreement shall come into being is the date specified under the Landlord's signature above and references to "the date of this agreement" in this document shall be construed accordingly.

SAMPLE