



## PRIVATE RESIDENTIAL TENANCY AGREEMENT

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.
- **Data Protection Laws:** any law, statute, subordinate legislation, regulation order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.
- **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.
- **GDPR:** the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- **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 from a guarantor all payment of rent, any other obligations under this Agreement, and any other payments due to the Landlord which the Tenant is required to pay under this Agreement.
- **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).
- **Lead Tenant:** the tenant nominated by all Joint tenants to apply for repayment of security deposit or to respond to any repayment application by the Landlord. By nominating a Lead Tenant and signing the Agreement all Tenants have confirmed that the Lead Tenant is authorised to deal with any repayment application on their behalf.
- **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 Act: The Private Housing (Tenancies) (Scotland) Act 2016.
- 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: Samson Omotayo Omotosho  
Address: 27 Thistle Court, Aberdeen, Aberdeenshire, AB10 1ST  
Phone: 07467253655  
Email: tayoomotosho@gmail.com

Name: Bosede Arinola Omotosho  
Address: 27 Thistle Court, Aberdeen, Aberdeenshire, AB101ST  
Phone: 07467253654  
Email: bosede1omotosho@gmail.com

*("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.

Lead Tenant: Samson Omotayo Omotosho

## GUARANTOR

Name: Funmilola Christiana Gegeloye  
Address: Flat 1, 2 Bankfield Street Harpurhey, Manchester, MANCHESTER, M9 8DQ  
Phone: 07428001832  
Email: fumsymama@outlook.com

## 2. LETTING AGENT

Name: Martin & Co Aberdeen  
Address: 123-125 Rosemount Place, Aberdeen, AB25 2YH  
Telephone number: 01224636500  
Registration number: LARN1905074  
Email address: aberdeen@martinco.com

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

Fully Managed Service

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

**All Maintenance Enquires  
All Rental Payments  
All Tenancy Matters**

## 3. LANDLORD

Name: Nick Maunder  
Address: C/O Martin & Co Aberdeen, 123-125 Rosemount Place, Aberdeen, AB25 2YH  
Phone: 01224636500  
Email: aberdeen@martinco.com

*("the Landlord(s)")*

Landlord Registration Number (Landlord 1): 393581/100/11311

## 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 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: **38 Bloomfield Court, Aberdeen, AB10 6DS**

*("the Let Property")*

Type of property: Flat

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

Any other areas/facilities included with the Let Property: N/A

Any shared areas/facilities: N/A

Any excluded areas/facilities: N/A

The Let Property is furnished. See the Inventory and Record of Condition for further details.

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

## 6. START DATE OF THE TENANCY

The private residential tenancy will start on: **6<sup>th</sup> of April 2022**

*("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 £600.00 a calendar month payable in advance.

The first payment will be paid on 06/04/2022 and will be for the sum of £600.00 in respect of the period 6/04/2022 to 05/05/2022 (The maximum amount of Rent which can be paid in advance is 6 Months' Rent.)

Thereafter payments of £600.00 must be received on 2nd of the month and then subsequently on or before the same date each calendar month thereafter.

Method by which Rent is to be paid: Standing Order

(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: N/A

## 9. LATE PAYMENT OF RENT

The Landlord will be entitled to pursue the Tenant for any reasonable costs incurred as a result of the Tenant's failure to pay rent on time including but not limited to any charge for returned cheques or any reasonable costs incurred in pursuing the Tenant for payment of unpaid rent. The recovery of reasonable legal costs and expenses, if determined as appropriate, could also be sought from the Tenant.

## 10. 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.

## 11. RENT INCREASES

The rent may be increased only in accordance with Chapter 2 of Part 4 of the Act.

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.

## 12. DEPOSIT

The Landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 working days of the start date of the tenancy. When a deposit is paid in instalments then each instalment must be lodged within 30 working days of that instalment being paid.

The Landlord will be entitled to make deductions from the deposit in relation to the following:

- i. Any damage caused, to the Let Property, fixtures and fittings or any furniture provided as part of the Agreement with the exception of fair wear and tear;
- ii. Any costs incurred in replacing any items detailed on the ingoing inventory which have been lost or broken, or have disappeared during the Agreement;
- iii. Any costs incurred in carrying out any redecoration work in the Let Property where required due to damage caused by the Tenant and/or due to the Tenant having carried out redecoration work without the prior consent of the Landlord;
- iv. Any costs incurred in bringing the garden back to an acceptable standard at the termination of the Agreement;
- v. Any interest incurred due to the Tenant's late payment of rent or administrative or bank charges incurred by cheques not being met;
- vi. Any unpaid bills for utility services and local authority taxes;
- vii. Any cleaning charges arising from the Let Property not being properly maintained;
- viii. Any amounts of rent, which remain unpaid;
- ix. Any other costs arising from the Tenant's failure to fulfil the conditions of this Agreement.

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 **£600.00** 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 non-refundable holding fee

The scheme administrator is Safe Deposits Scotland and their contact details are:

SafeDeposits Scotland  
Lower Ground  
250 West George Street  
Glasgow  
G2 4QY

Telephone: 0333 321 3136

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>

### **13. BENEFIT PAYMENTS**

The Tenant is liable to reimburse the Landlord or Letting Agent any sums which the Landlord or Letting Agent is required to pay to the local authority or the Department for Work and Pensions in respect of Housing Benefit, Local Housing Allowance or Universal Credit which has been paid direct to the Landlord or Letting Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

### **14. 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).

### **15. 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 or unregistered "house in multiple occupation".

### **16. 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.

### **17. 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.

## **18. 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.

## **19. 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.
- The Tenant must not remove any of the fixtures, fittings or any items specified in the inventory from the Let Property or store them in alternative premises without obtaining prior written consent of the Landlord. Where such consent is granted, the Tenant must ensure that any items are stored safely without damage or deterioration and at the end of the Agreement are returned to the places described in the said inventory or as found at the commencement of the Agreement.
- The Tenant must pay for the sweeping of all working chimneys (if any) and ensure that these are swept regularly during the Agreement and particularly during the last week of the Agreement and to produce to the Landlord receipted bills on the last day of the Agreement.
- The Tenant agrees not to apply any adhesives, sticky tape or other sticky materials to the interior or external walls of the Let Property.
- The Tenant undertakes to take all reasonable steps to adequately heat and ventilate the Let Property in order to help prevent condensation. Where such condensation may occur, the Tenant must take care to properly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Let Property, its fixtures and fittings.

The Tenant must not lop, cut down or remove or otherwise injure any trees shrubs or plants growing upon the Let Property nor alter the general character of the garden with the exception of normal pruning etc. The Tenant agrees to cultivate the garden in a reasonable manner throughout the Agreement according to the season of the year. Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs costs in bringing the garden up to a reasonable standard at the termination of the Agreement, the Tenant will be liable for said costs.

## **20. 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.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas<sup>2</sup>.

More detail on the Repairing Standard is available in the Supporting Notes provided with this 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.

### **Repairable 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).

## **21. 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.

## **22. ACCESS FOR REPAIRS, INSPECTIONS, VIEWINGS AND VALUATIONS**

Where notice has been given by the Landlord of Tenant, during the last two months of the Agreement, upon being given reasonable notice, the Tenant agrees to permit the Landlord to enter upon the Let Property and where required place a notice board for re-letting or sale and permit any persons to view the Let Property for the purposes of such re-letting or sale.

21.1 The Tenant is to allow reasonable access to the Let Property for an authorised purpose where -

- a. The Tenant has been given at least 48 hours' notice; or
- b. Access is required urgently for the purpose of -
  - i. Carrying out work on the Let Property; or
  - ii. Inspecting the Let Property in order to determine what work type mentioned in paragraph 22.2 (if any) to carry out.

21.2 The following are authorised purposes -

- a. Carrying out any work requires on the Let Property which the Landlord has an entitlement or obligation to carry out;
- b. Inspecting the property -
  - i. In order to determine what work of a type mentioned in head (a) (if any) to carry out'

- ii. In pursuance of any entitlement or obligation which the Landlord has to carry out an inspection;
- c. Valuing the Let Property (or any part of it).

21.3 References in 22.2 to the Landlord having an entitlement or obligation to do something are to the Landlord having an entitlement or obligation to do the thing by virtue of -

- a. An enactment; or
- b. The terms of any Agreement between the Landlord and the Tenant.

21.4 The Tenant is to allow reasonable use of facilities within the Let Property in connection with anything done or to be done under the term specified in 22.1.

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.

### **23. 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.

### **24. 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.

## **25. DATA PROTECTION**

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

## **26. ENDING THE TENANCY**

The Tenancy may not be brought to an end by the Landlord, the Tenant, nor any agreement between them except in accordance with Part 5 of the Act.

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.

## **27. ABANDONED BELONGINGS**

The Tenant will be responsible for meeting all reasonable removal and/or storage charges incurred by the Landlord when belongings are left in the Let Property. The Landlord will remove said belongings and store them for a maximum of 14 days from the date the Tenant leaves the Let Property. The Landlord will notify the Tenant at his last known address/email address (if provided). If the belongings are not collected within 14 days, the Landlord will consider same to be abandoned and will dispose of the items. The Tenant will be liable for the reasonable costs of disposal which may be deducted from any funds arising from the sale of the belongings or the deposit.

## **28. CONTENTS AND CONDITION**

If required by the Landlord, the Tenant will be supplied with an Inventory and Record of Condition, no later than 5 working days after the start date of the tenancy. This is intended to be a full and accurate record of the contents and condition of the Let Property as at the start date of the tenancy. The Tenant therefore has a period of 7 days from receipt of the inventory to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms. In either case, once agreed, the Tenant should sign and return the Inventory and Record of Condition to the Letting Agent as soon as practicably possible.

The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on 'Reasonable care'). Items to be replaced by the Tenant will be replaced by items of equivalent value and quality.

## **29. LOCAL AUTHORITY TAXES/CHARGES**

The Tenant will notify the local authority that the Tenant is responsible for paying the council tax and any other associated charges.

Unless exempt, the Tenant will be responsible for payment of any council tax and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the start date and end date of the tenancy and apply for any exemptions or discounts that they may be eligible for.

## **30. UTILITIES**

The Tenant undertakes to ensure that the accounts for the supply to the Let Property of gas/electricity/telephone/TV licence/internet/broadband are entered in his or her name with the relevant supplier. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services at the end of the tenancy.

The Tenant has the right to change supplier if he or she pays the energy supplier directly for gas or electricity. This includes if the Tenant has a prepayment meter. The Tenant agrees to inform the Landlord if they choose to change the utilities supplier, and to provide the Landlord with details of the new supplier.

If the Tenant allows the meter to be changed from or to a pre-payment meter during the tenancy, the Tenant is responsible for the reasonable cost of changing the meter back over at the end of the tenancy, unless the Landlord wishes it to remain.

## **31. 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.

### **32. COMMON PARTS**

In the case of a flatted Let Property, or any other Let Property having common parts the Tenant agrees, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway and to co-operate with other proprietors/properties in keeping the garden, back green or other communal areas clean and tidy.

### **33. PRIVATE GARDEN**

The Tenant will maintain the garden in a reasonable manner.

### **34. ROOF**

The Tenant is not permitted to access the roof without the Landlord's written consent, except in the case of an emergency.

### **35. BINS AND RECYCLING**

The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged or recycled in the appropriate container. If rubbish is normally collected from the street, on the day of collection it should be put out by the time specified by the local authority. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after it has been collected. The Tenant must comply with any local arrangements for the disposal of large items.

### **36. STORAGE**

Nothing belonging to the Tenant or anyone living with the Tenant or a visitor may be left or stored in the common stair if it causes a fire or safety hazard, or nuisance or annoyance to neighbours.

### **37. DANGEROUS SUBSTANCES (including liquid petroleum gas)**

The Tenant agrees to the normal and safe storage of any petroleum and/or gas, including liquid petroleum gas, for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances. The Tenant must not store, keep or bring into the Let Property or any store, shed or garage any other flammable liquids, explosives or explosive gases which might reasonably be considered to be a fire hazard or otherwise dangerous to the Let Property or its occupants or the neighbours or the neighbour's property.

### **38. PETS**

The Tenant will not keep any animals or pets in the Let Property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common areas, nuisance either to neighbours or in the locality of the Let Property.

### **39. SMOKING**

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the Let Property, without the prior written consent of the Landlord.

The Tenant will not smoke in stairwells or any other common parts.

### **40. ADDITIONAL TENANCY TERMS**

#### **40.1 REPLACEMENT OF KEYS**

- a. In the event that the Tenant loses keys for the Let Property or fails to return keys at the end of the Agreement, the Tenant will be required to meet the reasonable costs of replacing keys and changing locks.
- b. Security Fobs (if supplied) should not be detached from keyrings and must be returned with keys, otherwise a charge will be made for replacement.

## 40.2 GAS APPLIANCES

The Tenant must not bring into the Let Property any gas appliances without the express permission of the Landlord. The Tenant must ensure that any such appliances are safe to use and are properly connected to the appropriate pipework in the Let Property by a suitably qualified Gas Safe registered engineer and must immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Let Property.

## 40.3 HOUSING BENEFIT

In the event that rent is being paid by Housing Benefit, the tenant will mandate the payments directly to the landlord from the appropriate Local Authority. In the event that the sum received by way of Housing Benefit is less than the rent per calendar month then the Tenant shall meet the shortfall in accordance with the payment dates detailed above.

## 40.4 RETAINING RENT

The Tenant shall not be entitled to retain the Rent in any circumstances, including (without prejudice to the foregoing generality) pending execution of repairs by the Landlord; and further, the Tenant shall not be entitled to deduct from the Rent the cost of repairs instructed by him without authority.

## 40.5 LIGHT BULB REPLACEMENT

It shall be the responsibility of the tenants to purchase and replace light bulbs in the premises in the event that any light bulbs become non-functioning. At the end of the tenancy, tenants shall ensure that all light bulbs are functioning and in the event of any light bulbs not being in a functioning condition, the Landlord shall be entitled to charge the tenant for the replacement cost.

## 40.6 VACATING THE PROPERTY

At the end of the tenancy, unless by prior arrangement, the property must be vacated, and keys returned to the Martin & Co office by noon on the day of leaving. Failure to do so may incur additional charges.

## 41. DECLARATIONS

In signing this Agreement and taking entry to the Let Property, the Tenant confirms that he or she:

- has made full and true disclosure of all information sought by the Landlord or Letting Agent in connection with the granting of this tenancy
- 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.
- read and understood all of the terms of this Agreement including the accompanying legal commentary.

### Signed by the Tenant(s):

**Samson Omotayo Omotosho**

*Samson Omotayo Omotosho*

6<sup>th</sup> of April 2022 09:31:38 UTC

*Bosede Omotosho*

**Bosede Arinola Omotosho**

6<sup>th</sup> of April 2022 09:31:37 UTC

### Signed by the Landlord's Agent:

**Martin & Co Aberdeen**

*Kevin Barr*

6<sup>th</sup> of April 2022 10:19:08 UTC

Private residential tenancies are not subject to the Requirements of Writing (Scotland) Act 1995, so this Agreement can be 'signed' by the Tenant(s) and Landlord(s) typing their names into the electronic document and sending it by email if all parties agree to this. A physical copy can be signed instead if this is preferred.

# Private Residential Tenancy Statutory Terms Supporting Notes

.....and other essential housing information

\*\*\*\*\*

*This version of the Statutory Terms Supporting  
Notes is in place from March 2022*

\*\*\*\*\*

March 2022

## Private Residential Tenancy Statutory Terms Supporting Notes

It's the law that your landlord must give you all the written terms of your tenancy.

If you have a private residential tenancy, there are nine tenancy terms which your landlord must include in your written terms by law. They are called 'statutory terms'.

These Supporting Notes can help you understand the 'statutory terms'. The section numbers and titles relate to the number given to each tenancy term as they are listed in the Private Residential Tenancies (Statutory Terms) (Scotland) Regulations 2017.

In order to make you aware of your other renting rights and responsibilities, we have also included some other essential housing information that you may find useful.

If you need more information about any clauses in your tenancy agreement which are not covered by these Notes, you may want to discuss them with your landlord, or contact the advice groups listed at the end of these Notes.

If you have a new tenancy, your landlord must give you all your tenancy terms in writing and a copy of these Notes before the end of the day on which the tenancy starts.

If you have a different type of tenancy which is changing into a private residential tenancy, your landlord has 28 days after the day when the tenancy becomes a private residential tenancy to give you your new tenancy terms and a copy of these Notes.

If your landlord does not give you written terms of the tenancy and/or these Notes when they are supposed to, you can apply to the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal"). The Tribunal may then give you a written tenancy and/or order your landlord to pay you up to six months' rent.

You must give your landlord 28 days' notice if you are going to apply to the Tribunal for this reason, and you must apply using the 'Tenant's notification to a landlord of a referral to the First-tier Tribunal for failure to supply in writing all tenancy terms and/or any other specified information'. There are guidance notes available to help you to fill in this form if needed.

### In these Supporting Notes:

- The word "**Agreement**" means the tenancy agreement or written tenancy terms for the property which is being leased; and

The "**Tribunal**" is the First-tier Tribunal for Scotland Housing and Property Chamber, which deals with disputes for tenancies of homes. The process should be easy and there is no cost to apply to the Tribunal. You can access the form here:



<https://www.housingandpropertychamber.scot/sites/default/files/hpc/REPAIRS%20APPLICATION%20FORM%20CHAMBER.pdf>

The Form has guidance notes to help. You can also get help from the advice groups listed at the end of these Notes.

- The **landlord** might appoint an **agent** to manage the Agreement and if they do, then when these Notes refer to the landlord, in practice that might instead be a reference to the landlord's agent who will be acting on behalf of the landlord.

THE NINE 'STATUTORY TERMS' ARE AS FOLLOWS:

### **STATUTORY TERM 1 – RENT RECEIPTS**

If the tenant pays rent in cash then the landlord must give the tenant a written receipt.

That receipt must show:

- the amount paid,
- the date on which that amount was paid; and
- whether the rent is now paid up to date - and, if it is not, how much is still to be paid.

### **STATUTORY TERM 2 – RENT INCREASES**

The rent can only go up once a year. Before the rent can go up, the tenant must be given an official notice called a rent-increase notice. This notice might be sent by email if the Agreement allows for this. Any rent-increase notice must be given to the tenant by the landlord at least 3 months before the date that the rent is to go up.

If the tenant receives a rent-increase notice, and the tenant thinks that the new rent would be higher than is being charged at that time for similar properties, then the tenant can ask a Rent Officer to decide whether the increase is fair.

"Fair" here means an amount similar to the rent which is, at that time, being charged for similar properties on new lettings. It does not mean how much the tenant can afford to pay.

Tenants must follow certain steps to ask the Rent Officer to make this decision and there is a 21 day time limit for this to be done. If these steps are not followed by the tenant within the 21 day time limit then the tenant will lose their right to challenge the rent increase - and the rent will be increased to the amount wanted by the landlord.

These steps are as follows:

- The tenant must return Part 3 of the rent-increase notice to the landlord - to tell the landlord that the tenant intends to ask the Rent Officer to decide whether the rent increase is fair;
- The tenant then fills in a form called the Tenant's Rent Increase Referral to a Rent Officer under section 24 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 to be used for this purpose, a copy of which can be accessed on the Scottish Government website, or through Rent Service Scotland – see Useful Contacts and Links at the end of these Notes; and
- The tenant then sends the finished form to the Rent Officer.

All of this must be done within 21 days after the tenant receives the rent-increase notice. If this is not done then the rent increase will go ahead.

If the tenant accepts the rent increase, they should return Part 3 of the rent-increase notice to the landlord to tell them that.

Part 3 of the rent-increase notice can also be returned to the landlord by the tenant to say if the tenant has not been given long enough notice of a rent increase - so if less than 3 months' notice was given. If the landlord gives less than the 3 months' notice, then the tenant will not need to pay the increased rent until 3 months have passed. So the landlord cannot try and increase the rent on one month's notice for example.

If the property is in a Rent Pressure Zone, the tenant cannot go to a Rent Officer about the rent increase. That is because the Scottish Ministers have already limited the amount by which the rent can be increased. As the landlord cannot increase the rent higher than the cap, the tenant doesn't need to pay any rent above the cap. The tenant has a number of options:-

- only pay the rent up to the limit of the cap as the tenant is at no risk of eviction;
- contact one of the advice groups listed at the end of these Notes; or
- apply to the Tribunal to draw up the terms of the tenancy (as the terms of tenancy have changed as the rent has increased).

You should tell your landlord what you intend to do. In any event, if you apply to the Tribunal, your landlord must be given 28 days' notice.

### **STATUTORY TERM 3 – SUBLETTING ETC**

The Agreement will probably only give the landlord's permission for the tenant(s) that are named in the Agreement to live in or use the property.

The tenant is not allowed to:

- enter into another agreement to sublet the property (or part of it) to another person, or

- take in a lodger, or
- enter into an agreement to try to transfer the tenancy (or part of it) to somebody else, or
- allow another person to start living in the property (or part of it) or using it for some other purpose.

As a general rule, if the tenant wants to allow anyone else to live in or use the property as their only or main home, then the tenant must get the landlord's written permission. The landlord does not have to give that permission.

### **STATUTORY TERMS 4 AND 5 – NOTIFICATION ABOUT OTHER RESIDENTS**

If a person who is over 16 lives at the property with the tenant as their only or main home, then the tenant has to write to the landlord (or email the landlord if email is the agreed method of contact). The tenant's letter (or email) must tell the landlord the name of the person who has started to live at the property with the tenant and the tenant's relationship with that person.

If that person leaves the property, the tenant must also tell the landlord that this has happened. For example, if a couple take a joint tenancy and live with their two children aged 14 and 15, when each of those children become 16, the landlord should be notified. Also, where a husband takes a single tenancy but lives with his wife, he should notify the landlord that his wife lives with him.

If a tenant dies while they are the only tenant under a private residential tenancy, a partner, family member or carer can inherit their tenancy under certain conditions, as long as the tenant did not inherit the tenancy from someone else in the first place.

In order for a person to inherit the tenancy, they must:

- have been living in the property as their only or main home at the time of the tenant's death, and
- the tenant must have already notified the landlord .

There are several types of relationship with the tenant which might allow someone to inherit the tenancy:

1. If the person was married or in a civil partnership with the tenant at the time of the tenant's death, the person will inherit the tenancy, as long as:
  - they have been living in the property as their only or main home at the time of the tenant's death, and
  - the tenant must have already notified the landlord .
2. If the person was a partner of the tenant (but was not married to them or in a civil partnership with them) to be allowed to inherit the tenancy:

- they must have been living in the property as their only or main home **for at least 12 months without any breaks** up to the tenant's death, and
- the tenant must have already notified the landlord

The 12 months will be counted from the time when the tenant told the landlord that the person was living in the property. Any time when the person was living in the property before the landlord was told will not count.

3. If the tenant does not have a partner to inherit their tenancy, any **qualifying family members** who are at least 16 years of age when the tenant dies can inherit the tenancy, if:

- they have been living in the property as their only or main home **for at least 12 months without any breaks** up to the tenant's death, and
- the tenant must have already notified the landlord

The 12 months will be counted from the time when the tenant told the landlord that the person was living in the property. Any time when the person was living in the property before the landlord was told will not count.

### **STATUTORY TERMS 6, 7 AND 8 – ACCESS FOR REPAIRS ETC.**

The tenant must by law let the landlord (or their workmen or advisers) have reasonable access onto the property for "authorised purposes".

The tenant should be given at least 48 hours' notice before this happens - unless it is an emergency. If it is an emergency, then less than 48 hours' notice might be given, or immediate access might be needed (with no notice beforehand). An emergency might include a dangerous electrical fault or a burst water pipe in the property which is flooding the property or any flat below it. Emergencies are repairs that are causing danger or, if left, are likely to cause damage to the property or property nearby if they are not repaired quickly.

Reasonable access, for non-emergency work, would generally mean access during the working day (8 a.m. to 6 p.m.) Monday to Friday. If both landlord and tenant agree, then the tenant could allow access outwith such times if this would allow work to be done more quickly.

A landlord will usually hold a set of keys for the property. However, unless it is for an emergency, the landlord is not allowed to use those keys to enter the property without the tenant's consent.

If the tenant does not give consent then the landlord can apply to the Tribunal for an order to take access. The Tribunal will try and agree a date for access with the

tenant. If the tenant refuses to agree a date for repairs than the Tribunal can fix a date when the landlord can enter.

#### **Authorised purposes are:**

- carrying out work in the property which the landlord must carry out or is allowed to carry out, in either case by law or in terms of the tenancy or in terms of any other agreement between the landlord and the tenant;
- checking the property to see whether any work needs to be done - for example repairs; and
- carrying out a valuation of the property.

### **STATUTORY TERM 9 – TERMINATION**

This section details the ending of the Agreement by the landlord or the tenant.

#### **Tenant ending the Agreement**

The tenant can end the tenancy at any time by giving written notice to the landlord. That written notice **must say** that:

- the tenant wants to end the tenancy and
- the date on which the tenancy is to end.

(If it is a joint tenancy, all of the tenants must give the notice, not just one or some of them. See more detail later in this section.)

The tenant's **notice must be given to the landlord 28 days (or 4 weeks) before the date on which the tenant wants the tenancy to end.**

If the tenant gives the notice to the landlord by hand, then the notice would have to be given 28 days (or 4 weeks) before the date on which the tenant wants the tenancy to end.

If the tenant:

- posts the notice or
- sends the notice by email (if this has been agreed as the method of communication),

then the notice would have to be posted or emailed at least 30 days before the date on which the tenant wants the tenancy to end. This allows time for the notice to be received by the landlord.

If the tenant wants to end the tenancy **sooner than 28 days**, they may be able to agree this with their landlord. This landlord's agreement must be in writing. If the

landlord does not agree, the tenancy will continue for the **minimum 28 day period** even if they move out of the property sooner.

If the Agreement is a **joint tenancy** then all of the joint tenants have to agree to the ending of the Agreement. One joint tenant cannot end the Agreement on behalf of all tenants. Any notice from the tenant to end the tenancy would have to be signed by all of the joint tenants.

If a joint tenant wants to end the tenancy by sending notice to the landlord by email then this would be done either:

- by each of the people who are joint tenants sending their own email to the landlord, all saying that the tenancy is to end on the same date; or
- by each of the joint tenants signing a paper copy notice to the landlord and then one of those joint tenants scanning or taking a photo of that signed paper copy notice and attaching it to an email and emailing it to the landlord, on behalf of all of the joint tenants.

There are times, such as where there has been domestic violence, where a court can make an exclusion order or order the transfer of a joint tenancy into the name of one tenant, or a tenancy in the name of one partner into the name of the other. This is under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or the Civil Partnership Act 2004. If a tenant needs advice about this, they could contact one of the advice groups listed at the end of these Notes or Scottish Women's Aid (<http://womensaid.scot/>)

### **Landlord ending the Agreement**

The landlord can also end the tenancy by written notice to the tenant. This written notice is called a **Notice to Leave**. The landlord cannot simply end the tenancy because the landlord wants the tenancy to end. **The landlord can only end the tenancy by giving Notice to Leave on one or more of the 18 grounds which are set out below.**

The landlord's written notice to the tenant, ending the tenancy, must say:

- which one or more of the 18 grounds is the reason why the landlord is ending the tenancy;
- why the landlord thinks that ground applies; and
- the date on which the landlord expects to become entitled to make an application for an eviction order to the First-tier Tribunal for Scotland Housing and Property Chamber..

The landlord should provide the tenant with a copy of any supporting evidence for the eviction ground when they serve the Notice to Leave on the Tenant.

The **tenancy end date** will be set out in the Notice to Leave. There are four possible options for the tenant:-

1. The tenant could choose to leave on the date in the Notice to Leave.
2. Despite the date set out in the notice, the tenant may ask the landlord to agree to a later date, in which case the tenancy will end on that date - this is only if the landlord agrees.
3. If the tenant believes that the ground(s) for ending the Agreement given in the notice do not apply, then they should discuss this with the landlord and also contact the advice groups listed at the end of these Notes.
4. The other option would be for the tenant to wait for the landlord to apply to the Tribunal for an Eviction Order, as at that stage the landlord will be asked by the Tribunal to **prove** that the ground(s) specified for eviction do apply. The tenant does not need to move out until an Eviction Order is granted by the Tribunal.

### **Where the tenant chooses not to leave**

If the tenant does not leave the property on the tenancy end date, the landlord can apply to the Tribunal to get an order to evict the tenant. The tenancy then ends on the date set out in that eviction order.

If the landlord applies to the Tribunal for an eviction order, the Tribunal will ask the landlord to prove to the Tribunal why the ground set out in the landlord's notice applies to allow the landlord to end the tenancy.

### **Notice periods from 30 March 2022 onwards**

**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 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 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.**

**Amount of notice (1 April 2021 to 29 March 2022)**

**The amount of notice your Landlord must give you will depend on the eviction ground used. The notice period while the COVID-19 emergency procedures**

remain in force (up to and including 29th March 2022) will either be 6 months, 3 months or 28 days. Details of the amount of notice that your landlord must give you for each ground are detailed below:

**Grounds that require 6 months' notice:**

- Your Landlord intends to sell the Let Property
- The Let Property is to be sold by the mortgage lender
- Your Landlord intends to refurbish the Let Property
- Your Landlord intends to use the Let Property for a non-residential purpose
- The Let Property is required for a religious purpose
- You cease to be - or fail to become - an employee of the Landlord
- You no longer need supported accommodation
- You have breached a term(s) of your tenancy agreement
- You are in rent arrears over three consecutive months
- An Overcrowding Statutory Notice has been served on your Landlord

**Grounds that require 3 months' notice:**

- Your Landlord intends to live in the Let Property
- Your Landlord's family member intends to live in the Let Property
- Your Landlord has had their registration refused or revoked
- Your Landlord's HMO licence has been revoked or renewal has been refused

**Ground that requires 28 days' notice:**

- You have a relevant criminal conviction
- You have engaged in relevant antisocial behaviour
- You have associated in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour
- You are no longer occupying the Let Property

**There are 18 grounds that allow a landlord to end a tenancy**

All grounds for eviction are 'discretionary' whilst COVID-19 emergency procedures are in place.

More detail on all of the above 18 grounds is given below.

**1. Landlord intends to sell the let property**

This ground applies if your landlord plans on putting the property up for sale within three months of you moving out.

They'll need evidence to prove it – this could include a letter from a solicitor or an estate agent, or a recent home report for the property.

**2. Let property to be sold by lender**

This ground applies if your landlord's mortgage lender wants to repossess the property and sell it.

### **3. Landlord intends to refurbish the let property**

This ground applies if your landlord wants to carry out major works to the let property that are so disruptive you wouldn't be able to live there at the same time.

Example of evidence could include planning permission, or a contract between your landlord and an architect or a builder for the work to be carried out.

### **4. Landlord intends to live in the let property**

This ground applies if your landlord wants you to move out of the property so they can move in. Evidence could include an affidavit (a written statement, signed under oath in the presence of a Notary Public or a Justice of the Peace, that can be used as evidence at the Tribunal) saying this is what they are going to do.

### **5. Landlord intends to use the let property for non-residential purpose**

This ground applies if your landlord wants you to move out so they can use the property for something other than a home. Evidence could include planning permission that will let them use the property for a different purpose.

### **6. Let property required for religious worker**

This ground applies if the property is held to be available for someone who has a religious job (like a priest, nun, monk, imam, lay missionary, minister, rabbi or something similar). The ground only works if the property has been used for this purpose before.

### **7. Tenant has a relevant criminal conviction**

This ground applies if you're convicted of an offence punishable by imprisonment that involved you either:

- using the property for illegal reasons
- letting someone use the property for illegal reasons
- committing a crime within or near the property

Your landlord has to apply to the Tribunal within a year of you being convicted, unless they have a reasonable excuse for not applying before then.

### **8. Tenant is no longer occupying the let property**

This ground applies if the property isn't being used as your main or only home. This doesn't count if your landlord failed their duty to keep the property in good repair and you had to move out for your own safety.

### **9. Landlord's family member intends to live in the let property**

This ground applies if a member of your landlord's family plans to move into the property as their only or main home for at least three months.

Members of your landlord's family who qualify for this are:

- their spouse
- their civil partner
- someone living with them as though they were married to them
- a parent or grandparent
- a child or grandchild
- a brother or sister
- step or half relatives (like a stepson or half-sister)

- a person being treated as someone's child even if they aren't related biologically or legally
- any family member (as listed above) of your landlord's spouse, civil partner or person living with them as though they were married
- the spouse or civil partner of any family members listed above, or someone living with them as though they were married

Your landlord will need evidence for this ground. This could include an affidavit stating that this is what their family member intends to do.

#### **10. Tenant no longer needs supported accommodation**

This ground applies if you moved into the property because you had a need for community care and you've since been assessed as no longer having that need.

#### **11. Tenant has breached a term of the tenancy agreement**

This ground applies if you haven't complied with one of the terms of tenancy.

This doesn't apply to cases where you haven't paid your rent (known as 'rent arrears') – there's a separate ground for this.

#### **12. Tenant has engaged in relevant antisocial behaviour**

This ground applies if you've behaved in an antisocial way to another person, by doing something which either:

- causes them alarm or distress
- is a nuisance or annoyance
- is considered harassment

The First-tier Tribunal will consider the behaviour, who it involved and where it occurred to decide whether to issue an eviction order.

To use this ground, your landlord has to apply to the Tribunal within a year of the behaviour taking place, unless they have a reasonable excuse.

#### **13. Tenant has associated in the let property with someone who has a criminal conviction or is antisocial**

This ground applies if you allow someone into the property and they behave in an antisocial way that would have them evicted if they were the tenant.

This person could be:

- a sub-tenant
- your lodger
- someone you let into the property on more than one occasion

To use this ground, your landlord has to apply to the Tribunal within a year of the conviction or behaviour taking place, unless they have a reasonable excuse.

#### **14. Landlord has had their registration refused or revoked**

This ground applies if your landlord isn't registered as a landlord in the local council area where the property is located.

This could be because the local council has either:

- refused to enter them in the register
- removed them from the register

**15. Landlord's HMO licence has been revoked**

This ground applies if the HMO (House of Multiple Occupancy) licence for the property has been removed and keeping all the tenants in the property would no longer be legal.

**16. An overcrowding statutory notice has been served on the landlord**

This ground applies if an 'overcrowding statutory notice' has been served on your landlord because the property is overcrowded to the extent that it may affect the health of the people living there.

**17. Tenant is in rent arrears over three consecutive months**

This ground applies if you've been in 'rent arrears' (owed rent payments) for three or more months in a row. In deciding whether it is reasonable to evict, the Tribunal will consider whether you being in arrears is due to a delay or failure in the payment of a relevant benefit.

**18. Tenant has stopped being — or has failed to become — an employee**

This ground applies if your landlord let you move in because you were their employee (or were going to be one), and now you aren't.

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

**All eviction grounds are discretionary. This means that the First-tier Tribunal (Housing and Property Chamber) can exercise discretion and take into account all the circumstances of a case when deciding whether or not to grant an eviction.**

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

- **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.
- 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) license revoked by the local authority.
- Overcrowding statutory notice in respect of the Let Property has been served on the Landlord.
- The Tenant is in rent arrears for three or more consecutive months. 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 and the landlords compliance with pre-action requirements for rent arrears.**

- **The tenancy was granted to an employee and the Tenant is no longer an employee.**

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.

### **Unlawful Eviction**

If the landlord tries physically or by force to remove a tenant from the property without the Tribunal's permission, the landlord is committing a crime. If the landlord physically removes the tenant from the property, or threatens to do so, or if the landlord changes the locks, the tenant should report the matter to the police. (The non-emergency number to contact the police is 101.)

For an eviction to be lawful (so allowed by law), after the landlord obtains the eviction order from the Tribunal, the eviction (or removal of the tenant from the property) must be done by Sheriff Officers, not by the landlord or by the landlord's employees or agents.

The law protects the tenant against harassment and unlawful eviction in two ways:

- by making harassment and unlawful eviction crimes; and
- by allowing the tenant to claim damages (ask for money) through the courts.

The law against harassment applies if the landlord personally harasses or evicts the tenant unlawfully or if somebody else does it for the landlord.

### **Wrongful Termination Orders**

If the tenant has left the property and thinks they have been misled into leaving the property, they can apply to the Tribunal for a 'wrongful termination order'. The Tribunal may make a wrongful termination order if it decides that the landlord:

- misled the Tribunal into giving an eviction order it should not have
- misled the tenant into leaving the property.

An example of a possible wrongful termination would be where the landlord serves notice to leave on the tenant on the ground that they intend to sell the property, but then takes no action to do so, and simply lets it out to another tenant.

If a wrongful termination order is issued, the landlord will be told to pay the tenant a payment of no more than six months' rent. The local council will also be told about



the order being made and will take this into account when deciding if the landlord is (or remains) a "fit and proper" person registered to be a landlord.

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## Essential information

The following essential housing information has been included in here to help you understand your rights and responsibilities as a tenant:

### Tenant

If there is more than one person named on the Agreement as the Tenant the tenancy will be a **joint tenancy**. This means that each person is responsible on their own individually - as well as equally along with all of the others - for all of the payments and other things the tenant is required to do under the tenancy. For example, if any of the tenants in a joint tenancy fell into rent arrears, the landlord could ask one of the other named tenants to pay the money owed.

That person must pay the landlord the full sum that is owed and then try to get the other people who are also joint tenants to repay them their share.

The Agreement could include details of tenant email addresses and telephone numbers.

- If the Landlord and Tenant agree that formal written notices will be given by email instead of by letter (see note on Communication), then email addresses must be provided. If the Agreement does not allow notices to be given by email then it is not essential for email addresses to be given.
- It is not essential for telephone numbers to be given, but it might be useful to have telephone numbers available in an emergency or to speed up communications between the landlord and tenant.

### Letting Agent

The landlord might use an agent to manage the tenancy. The Agreement will then have details of how to contact the agent.

All letting agents are required by law to follow a Letting Agent Code of Practice: <https://www.gov.scot/publications/letting-agent-code-practice/>

From 2 October 2018, all businesses who carry out "letting agency work" as defined by section 61 of the Housing (Scotland) Act 2014 must have applied to join a register of letting agents. Where this applies, the registration number should be provided in the Agreement. Not all agents will be carrying out letting agency work as defined by this Act so not all agents will have a registration number. Those agents will still need to be assessed by the local authority under the landlord registration scheme.

The idea of these schemes is to make sure that private landlords and their agents are "fit and proper persons" to be involved in letting properties. Tenants can check if their agent has registered by looking them up at <https://register.lettingagentregistration.gov.scot/search> and/or <https://www.landlordregistrationscotland.gov.uk/>

The Agreement says which services the agent will be doing for the landlord. The landlord might use an agent for some things, for example sorting out repairs or cleaning of common areas.

The Agreement will state the matters the tenant should contact the agent about, instead of the landlord. For example, the landlord might want the tenant to contact the agent (instead of the landlord) if there is problem with water coming into the property or if something (like a cooker or fridge or boiler) has broken down.

Where the agent is a company, the Agreement should say which person is the first person that the tenant should try to contact.

## **Landlord**

The names and addresses of the landlord(s) should be shown on your Agreement.

Landlord email addresses and telephone numbers might also be given.

- If the Landlord and Tenant agree that formal written notices will be given by email instead of by letter (see note on Communication) then email addresses must be shown here. If the Agreement does not allow notices to be given by email then email addresses don't need to be given.
- The Agreement does not say that any formal notice or other type of contact can be made by phone, so phone numbers don't need to be given. However, it might be useful to have phone numbers in an emergency or to speed up contact between the landlord and tenant.

The registration number of the landlord should be given. This is the landlord's number under the landlord registration scheme run by local councils. The idea of this scheme is to make sure that a private landlord is a "fit and proper person" before that landlord can rent out property. Landlords must register and you can check if your landlord has registered by looking them up at <https://www.landlordregistrationscotland.gov.uk/>

## **Communication**

The Agreement should say whether notices and letters must be sent by paper letter form only or whether emails will be used instead.

You can sign the Agreement "electronically" by typing your name - instead of signing a paper copy. It will still be a legal document that the landlord and tenant must comply with by law.

The tenant does not need to agree to receive notices under the Agreement by email. If the tenant agrees to receive notices by email this could include important

messages. For example telling the tenant that the rent is to go up or that the Tenancy is being brought to an end. You should think about whether email would be the right way to receive important information. The landlord and the tenant must tell each other about changes to their email addresses.

If you don't inform your landlord about a change of email address you might miss an important email such as a Notice to Leave. That would mean that the Notice to Leave sent to the old email address would still be accepted by the Tribunal as having been properly sent even though the notice was not actually received by the tenant. In this case you can still be evicted. In the event that the email correspondence method is unavailable or unusable by either party, the Tribunal may take a view that recorded delivery would be acceptable. This is at the discretion of the Tribunal.

When the notice is sent by email or recorded delivery post, then an extra 2 days should be added to the notice period to allow time for delivery. This is required by law, even if it is not stated in the tenancy agreement. This applies both when a tenant is sending a notice to their landlord, or when a landlord is sending a notice to their tenant.

For example, if one months' notice needs to be given before 31 December 2017, then if the notice is being given by post or by email, it should be posted or emailed no later than 28 November 2017. If the notice is being delivered by hand (this would normally involve a Sheriff Officer if a landlord was giving a notice of removal - Paragraph 34.8 of the [Act Of Sederunt \(Sheriff Court Ordinary Cause Rules\) 1993 No.1956 \(S.223\)](#) refers), it should be delivered no later than 30 November 2017.

### **Details of the property**

The Agreement will contain the address and other details about the property - for example whether the property is a flat or a bungalow.

The Agreement should make it clear:

- what areas and facilities are included in the property and if any of those are to be shared; and
- what (if any) areas are not included.

This information is helpful if the property is part of a larger building where it might not be obvious which parts of the larger building are included in the property being let.

The Agreement may list shared areas, such as a shared garden or communal entrance area.

The Agreement may list parts not included in the property being let, such as, for example, a part of the garden or a parking space which is only to be used by another tenant of the building.

The Agreement should say whether or not the property is to have any furniture provided by the landlord. If there is furniture, it will probably be listed in an Inventory and Record of Condition. This is a list of all the items included so that the landlord

and tenant can agree what was there at the start of the Agreement, and the condition of these things at the start of the Agreement.

The Agreement should say whether the property is in a Rent Pressure Zone. If it is, then the landlord will only be allowed to increase the rent by a certain amount each year. More information on this can be found on the Scottish Government's website: <https://www.gov.scot/publications/private-residential-tenancies-tenants-guide/pages/rent-and-other-charges/>

The Agreement should say whether the property is a House in Multiple Occupation (HMO). A home is an HMO:

- if it is occupied by three or more adults (aged 16 or over)
- they are from three or more families
- the home is their only or main residence
- it is 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)

If the property is an HMO, the Agreement should give the 24 hour contact number and the date on which the licence for the HMO will finish.

HMO landlords must have a licence from the local authority to make sure that the property is managed properly and meets legal safety standards. Because the landlord needs to get a licence if the property is an HMO, it is important that the tenant tells the landlord if extra people move into the property (see note on Notification about other Residents).

### **Start date of the Tenancy**

The Agreement must state the date when the tenancy begins, which will be when the tenant can move into the property.

### **Occupation & Use of the property**

The tenant is to live at the property as the tenant's home.

The tenant must get the landlord's written consent, in advance, if the tenant wants to use the property for any work or business, in addition to living in the property.

There are many reasons why a landlord might not agree to allow any work or business use of the property, including for example:

- the deeds which set out the landlord's ownership of the property do not allow that use; or
- the planning permission (from the local council) for use of the property does not allow work or business use; or

- the landlord thinks that the actual work or business which the tenant wants to do at the property would be likely to disturb or annoy neighbours; or
- use of the property for any work or business might make the landlord's insurance for the property more expensive or even invalid; or
- the terms of the landlord's mortgage policy do not allow the property to be used for work or business.

## Rent

The Agreement should specify the amount of rent, and how often that amount is to be paid. The payment times might be weekly, every 2 weeks, every 4 weeks, monthly, 4 times a year or once every 6 months.

The rent payments could be due to be paid in advance (at the beginning of each such amount of time) or in arrears (after that amount of time has passed). The maximum amount of rent which a landlord can ask their tenant to pay in advance is 6 months' rent.

The Agreement should say:

- the date on which the first payment is to be made and how long that amount of money will cover; and
- on which date rent will next need to be paid.

The Agreement lets the landlord say how the rent should be paid. For example, the landlord might want the rent payments to be paid by bank transfer or by cheque. It is possible for the tenant to pay using another way, if that is fair. For instance, it might not be considered fair to pay the rent by a method which would result in a high bank charge to the landlord, such as payments made using some credit cards.

The Agreement should also state if any services are to be included in the rent. This is to make it clear that the tenant would not have to pay extra for those services. For example, the rent might include the cost of lighting a shared hall or stair cleaning costs. Any services which are paid monthly should be included as part of the rent. For example, if a landlord pays for stair and window cleaning and charges the tenant monthly for this cleaning that would be included. The services which are included in the rent should be listed in the Agreement along with the amount for each service.

Where there are one-off payments throughout a tenancy, such as where the landlord agrees to carry out a repair for the tenant for a fee, then this will not form part of the rent.

The landlord is not allowed to charge a tenant for other services - such as the cost of preparing a lease, 'key money', administration charges, or for the cost of preparing an inventory etc. These charges are known as 'premiums'. If the landlord charges a premium, the tenant should write and ask for a refund. If the landlord refuses to

provide a refund, then a claim could be made through the Tribunal. The tenant could also contact the local council's landlord registration team, or, if the landlord holds a HMO licence, the tenant could contact the local council's licensing team to help with this.

Rents of tenants with a private residential tenancy in a rent pressure zone can only rise, each year, by an amount set by Scottish Ministers which is linked to inflation (rises in the cost of living generally). More detailed information on this is available at <https://www.gov.scot/publications/private-residential-tenancies-tenants-guide/pages/rent-and-other-charges/>

A landlord in a Rent Pressure Zone can also apply to the Rent Officer to allow a further increase to your rent because the landlord has done work to improve the property. This increase in rent would be in addition to any inflation related increase in the rent.

## **Deposit**

When a tenant moves into a rented home, most landlords will ask for a deposit. This is a sum of money which acts as a guarantee against various things, such as damage that the tenant may do to the property, costs for any cleaning which may be needed, bills (for example electricity) that are left unpaid, as well as any unpaid rent.

The total amount of the deposit cannot be more than 2 months' rent. If the tenant is charged more than two months' rent, then the tenant can contact Shelter Scotland or a Citizens Advice Bureau for advice about claiming back the extra amount. It is an offence to require payment of any premium (in addition to the rent and a refundable deposit of no more than two months' rent) as a condition of the grant, renewal or continuance of a tenancy.

A deposit must be held by a tenancy deposit scheme until the end of the tenancy. This is to stop the landlord using a deposit as if it was their own money. Tenancy deposit schemes are run by independent companies which are approved by the Scottish Government. The landlord has to pay the deposit to one of the schemes within 30 working days from the start of the tenancy (working days are usually Monday to Friday - so 30 working days is usually 6 weeks). When a deposit is paid in instalments then each instalment must be lodged within 30 working days of that instalment being paid. There will be no charge to the tenant or landlord to pay the deposit into one of the schemes.

It is good practice for a landlord or letting agent to pay a deposit, or part deposit (when joint tenants pay their share of a deposit), to one of the approved tenancy deposit schemes as soon as possible after the start of the tenancy. This is very important as a landlord or letting agent has no authority to retain any deposit/part deposit at any time.

A landlord or letting agent is not permitted to charge any premiums. By paying any deposit received into a scheme promptly, a landlord/letting agent is clearly

demonstrating that any deposit received is always being treated as a deposit and not as a premium.

Any retention of a deposit by a landlord or letting agent is a serious matter, as deductions from tenancy deposits can only be done by one of the approved tenancy deposit schemes in accordance with the Tenancy Deposit Regulations. The First Tier Tribunal (Housing and Property Chamber) will not look favourably at cases where the landlord or letting agent has deviated from paying the money into a tenancy deposit scheme. When a tenant has signed a tenancy and changes their mind a day or two before the tenancy is due to start, the deposit should be returned as any deduction from it would be equivalent to charging a premium.

Sometimes a landlord or letting agent will insert a discretionary (their own) clause in the private residential tenancy agreement to make clear about any reimbursement of expenses they will require if a tenant that has committed to a tenancy decides not to take up the tenancy shortly before it starts. Such reimbursement should not be deducted from the deposit. It is essential that a landlord or letting agent makes this clear from the outset in writing. A tenant should never be in any doubt about what they are signing up to and what obligations a landlord or letting agent has placed on them.

#### What happens when a deposit is lodged?

The tenant should receive a letter or email from the tenancy deposit scheme confirming that their deposit has been lodged. The letter will set out the amount of the deposit and explain how it will be repaid and how any disputes can be settled.

If the tenant does not receive a letter from an approved deposit scheme after 6 weeks, they should contact their landlord. If the landlord has not lodged their deposit, the tenant should raise a complaint with the Tribunal. If the landlord has not used one of the schemes, the Tribunal can order the landlord to pay up to 3 times the deposit to the tenant.

Within 30 working days after the start of the tenancy the landlord must give the tenant all of this information about the deposit:

- the amount of the deposit;
- the date that the landlord received the deposit and the date that the landlord paid the deposit into a scheme;
- the address of the property to which the deposit relates - so the property let to the tenant;
- a statement from the landlord confirming the landlord is registered or has applied to be registered with the local council;
- the name and contact details of the tenancy deposit scheme where the deposit was paid;
- and the terms on which the deposit is held - including (1) when the deposit is to be returned to the tenant and (2) the circumstances where the landlord can be

paid some or all of the deposit at the end of the tenancy, instead of the deposit being paid back to the tenant.

Examples of money that the landlord can ask to be paid by the scheme (and not paid back to the tenant) are:

- unpaid rent
- other amounts not paid or the cost of any repairs needed if the tenant caused the damage
- to pay bills left unpaid by the tenant

If there are no issues like that at the end of the tenancy, then the landlord should ask the scheme to pay the full amount of the deposit back to the tenant.

At the end of the tenancy the landlord should ask the tenancy deposit scheme to release the deposit and the amounts payable to the tenant and the Landlord.

The deposit scheme will contact the tenant to check whether the tenant agrees with the landlord's figures.

Different things happen, depending on whether the tenant agrees with the landlord's figures or not:

- If the tenant agrees with the landlord's figures, then the scheme will pay those amounts to the landlord and tenant.
- If the tenant does not agree with the landlord's figures, then the tenant must contact the landlord. The landlord and the tenant need to try to agree what, if any, amount is to be deducted from the deposit and kept by the landlord. If the landlord and tenant cannot agree, the tenant can ask the Tenancy Deposit Scheme which holds their deposit to use their dispute resolution process. The dispute will be sent to an independent adjudicator who has the role of reaching a decision in a dispute. The adjudicator will be given any evidence (for example photographs or receipts) and will come to a decision about the amount (if any) to be given by the scheme to the landlord and the amount to be repaid to the tenant.

If the tenant does not respond within 30 days, then the landlord will be paid the amount that the landlord requested be deducted for rent, repairs and other costs - and the rest (if anything is left) will be repaid to the tenant. If the landlord has not, by the time that the tenancy ends, asked the scheme to release the deposit, then the tenant can apply to the deposit scheme for repayment. In that case, the deposit scheme will contact the landlord to ask whether the landlord agrees that the whole deposit should be repaid to the tenant or whether the landlord thinks that an amount should be taken off and paid to the landlord.

If the landlord does not agree that the whole deposit should be repaid to the tenant, then the landlord can try to agree the figures with the tenant. But if the landlord and



tenant cannot agree the figures, then the decision is referred to an independent decision-maker.

## **Overcrowding**

The tenant must not allow the property to become overcrowded. If the tenant does allow this to happen, then the landlord can evict the tenant.

What counts as overcrowding for a property depends on the number and size of the rooms, as well as the age, gender (male or female) and relationships of the people that live there.

There is a **room standard** and a **space standard** when working out if there is overcrowding. The Scottish Government's Guidance to local authorities gives details of the standards at Annex A. This guidance can be accessed here:

<https://www.gov.scot/publications/licensing-multiple-occupied-housing-statutory-guidance-for-scottish-local-authorities/>

If too many people do live at a property, the local authority might do something to stop the overcrowding.

A home is an HMO:

- if it is occupied by three or more adults (aged 16 or over)
- they are from three or more families
- the home is their only or main residence
- it is 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)

The local authority will tell the landlord how many people are allowed to live in any HMO property.

More advice on overcrowding is available from Shelter Scotland or the council.

## **Insurance**

The landlord will pay the premiums if they insure the property and any items which belong to the landlord, for example any furniture on the inventory.

The tenant can choose whether or not to insure the things that the tenant brings into the property. Insuring the tenant's belongings is not the responsibility of the landlord.

The tenant must pay for the cost of any damage caused by the tenant (or by any visitors) to the property or fixtures and fittings, for example kitchen cupboards, fitted wardrobes and fitted kitchen appliances.

Any defect or breakdown caused by normal wear and tear does not need to be paid for by the tenant. Wear and tear is allowed, because if you use something in the normal way, then it will become worn out over time. The tenant should not have to pay to replace things which have just been worn out by being used in a normal way.

### **Absences**

A long absence from the property may affect the landlord's insurance costs. If the tenant is not going to be at the property for more than 2 weeks at a time, then the tenant must do three things:

- Before the property is left unoccupied, the tenant must tell the landlord that they won't be there and for how long;
- Before leaving, the tenant must do anything reasonable that the landlord has asked the tenant to do to keep the property secure during the tenant's absence - this means to stop the property being broken into or lived in by anyone else; and
- Before leaving, the tenant must have checked the property to be sure that, during the tenant's absence, reasonable care will still be taken of the property, as set out in note below on Reasonable Care. For example, if the property is going to be empty during the winter time the tenant should make sure that (1) the heating is on timer, to stop the property getting damp inside and (2) the water is turned off, to prevent damage that might be caused by burst pipes.

### **Reasonable Care**

The tenant must take reasonable care of the property and of any common areas that the tenant is allowed to use.

"Reasonable care" is the sort of care that a reasonable occupier would take to keep the property in good condition, to keep safety systems in working order and to limit the risk of any harm being done to other properties or to neighbours.

Such "reasonable care" under the Agreement includes, for example, the tenant taking all reasonable steps to:

- keep the property adequately ventilated (aired out) and heated;
- not bring any hazardous (dangerous) or combustible (easily catch fire) goods or material into the property. The tenant can keep petrol and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances in the property (or garden shed) provided that these things are safely stored in appropriate containers;
- not put any oil, grease or other harmful or corrosive substance into any toilet, sink, bath, shower, washing machine, dishwasher or drain;
- prevent water pipes freezing in cold weather - by not removing any lagging and by keeping the property appropriately heated;

- avoid danger to the property or neighbouring properties by way of fire or flooding - for example, not leaving lit candles unattended or overloading electricity sockets with too many plugs or leaving taps running;
- keep the property and its fitted items clean;
- not to do anything to stop the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system from working as they should; and
- not to remove or prevent the working of or do anything else to door closer mechanisms.

## **The Repairing Standard Etc & Other Information**

### 1. The Repairing Standard

The landlord must ensure that the property is in the condition, and has the facilities, set out in the **Repairing Standard**.

If the property is not in that condition, or does not have any of those facilities, the tenant or the local council can apply to the Tribunal to tell the landlord to do what is needed.

The Repairing Standard means:

- The property must be wind and water tight and in all other respects fit for people to live in. For example, there should not be any gaps between window or door frames and walls or any missing roof slates or tiles, which result in wind or rain getting into the property.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order. For example, walls must be in a reasonable condition, as must roofs so as to avoid water leaking through the roof into the property.
- Installations for water supply, gas and electricity and for sanitation, heating and heating water must be in a reasonable state of repair and in proper working order.
- Pipes, tanks, boilers, meters and cables, toilets, radiators and other heaters - must all 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. Appliances include, for example, kitchen and laundry equipment such as cookers, microwave ovens, fridges and freezers, washing machines, tumble dryers, kettles, toasters and the like.

- Any furnishings (such as chairs, settees and beds) that the landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed. One thing that this will mean is that they meet fire retardant standards.
- The property must have a way (such as smoke alarms wired to the mains electricity supply or tamper proof long-life lithium battery alarms) of detecting fires and for giving warning in the event of a fire or suspected fire. (The Scottish Government guidance on this is found at <https://www.gov.scot/publications/fire-safety-guidance-private-rented-properties/>)
- The property must have a way to warn if carbon monoxide is present in a concentration that is dangerous for people. (The Scottish Government guidance on this is found at <https://www.gov.scot/publications/carbon-monoxide-alarms-in-private-rented-properties-guidance/>)

Before the tenancy begins, the landlord must check whether the property meets the Repairing Standard. If it does not, the landlord must notify the tenant of any work that needs to be done to make the property meet the Repairing Standard - and the landlord must then get that work done (at the landlord's cost) within a reasonable time.

The landlord must also make sure the property meets the Repairing Standard throughout the tenancy - except that the landlord does not have to repair any damage that was caused by the tenant (which goes beyond normal wear and tear).

If the tenant tells the landlord about a defect, then the landlord must fix it within a reasonable time. If the landlord causes any damage when they are carrying out repairs, the landlord must also repair that damage.

If the tenant thinks the landlord has failed to make sure the property meets the Repairing Standard, then the tenant should first contact the landlord. If the landlord does not sort the problem out, then the tenant can apply to the Tribunal.

The Tribunal might do one of three things:

- It might reject the application; or
- It might agree with the tenant and order the landlord to carry out repairs; or
- It might suggest that the dispute could be resolved by both the tenant and the landlord, perhaps with the help of mediation - which is a third person meeting with the landlord and tenant to try to find a way of sorting things out.

If the landlord is ordered to carry out repairs, the order will give them a reasonable amount of time to carry out the repairs. If they do not do so, the Tribunal can issue a rent relief order. The rent relief order is an order reducing the rent the tenant has to pay by an amount not exceeding 90%. The tenant should not withhold rent without a rent relief order being issued by the Tribunal.

## 2. Structure & Exterior

The landlord must keep the structure of the building in good repair.

This includes:

- drains, gutters and outside pipes;
- roof;
- outside walls, doors, windowsills, window catches, sash cords, and window frames;
- inside walls, floors, ceilings, doors, door frames, inside stair cases and landings;
- chimneys, chimney stacks, and flues;
- pathways, steps or other means of access;
- plaster work;
- boundary walls and fences.

Sometimes the landlord might be responsible, along with owners of homes nearby, to keep certain common parts of a building or walls between two properties in good repair. Examples of this might be where the property is a flat in a tenement building. In that case the common parts would usually include items such as the roof, common doors, the staircase giving access to all flats and the back court area. The landlord would need to carry out repairs to these things - but this would be shared with the owners of all of the other flats within the tenement.

## 3. Gas Safety

If the property has a gas supply, then the landlord must arrange for a gas safety check to be carried out, by a gas safe registered engineer, on all gas pipes and appliances (for example fire, hob, oven and boiler) in the property which have been supplied by the landlord. This must be done every year.

After each yearly check, the engineer signs a Landlord Gas Safety Record, which notes the results of the checks and confirms whether each gas appliance meets the safety standard it needs to.

The landlord must make sure that the property is safe. If the tenant has any concerns about the safety of any gas item in the property, or knows that any gas appliances or pipework are not working properly - for example, there's a smell of gas or the pilot light in a boiler does not stay lit - then the tenant must tell the landlord.

The landlord must give the tenant a copy of each yearly Landlord Gas Safety Record which is issued by the gas safe registered engineer. If the landlord does not do this, the tenant can contact the Health & Safety Executive for advice or can get gas safety advice at [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk). Also, the tenant could contact the local council, which could require the landlord to provide the Record to the tenant or face losing their registration as a landlord with the local council.

If a gas engineer decides that any gas appliance is unsafe - which is often called "condemned" - then the tenant must not use that appliance.

Carbon monoxide detectors go off (so the alarm sounds) if carbon monoxide is present in a property. Carbon monoxide is a dangerous gas which can cause illness or even death. Unlike the gas which powers the appliances in a property (like the boiler and hob), carbon monoxide does not have any smell - the only way to know that carbon monoxide is in a property is by having a carbon monoxide detector. Because of this, the landlord must have carbon monoxide detectors installed in the property if there are appliances which use carbon based fuel - which would be gas, wood, coal, other solid fuel or oil.

A carbon monoxide detector must be in:

- each room or inter-connected space such as a garage, that has a fixed carbon based fuel powered appliance (except one solely used for cooking) - so, for example, every room or inter-connected space that has a fire, heater or a boiler; and
- if the flue from any carbon based fuel powered appliance passes through any bedroom or living room, then in each of those rooms too.

The Scottish Government guidance about carbon monoxide alarms in private rented homes is at <https://www.gov.scot/publications/carbon-monoxide-alarms-in-private-rented-properties-guidance/>

#### 4. Electrical Safety

The landlord must ensure that all electric fittings and items in the property are in a reasonable state of repair and in proper and safe working order.

As part of this duty to keep electric fittings and items in a reasonable state of repair, the landlord must arrange for an electrical safety inspection to be carried out at least every 5 years. That inspection must be carried out by a qualified person who then issues two reports:

- an Electrical Installation Condition Report (EICR) on any fixed installations; and
- a Portable Appliance Testing Report (PAT) on moveable appliances - and the inspector should also stick a label on each tested item which sets out the inspection date and when the next test is due, and each label should be signed by the inspector.

The landlord must give the tenant copies of both reports.

If the tester says that testing should be more frequent than once every five years (for example, once every 3 years), then the landlord must follow this advice.

The EICR must cover:

- Installations for the supply of electricity,
- Electrical fittings, such as switches, sockets and visible wiring
- Visual inspection of fixed electrical equipment such as electric showers, hard-wired smoke and fire detectors/tamper proof long-life lithium battery alarms and storage or panel heaters.

The PAT covers movable appliances, which are any electrical items provided by the landlord, that are not fitted or fixed in, but can be moved about easily. These include appliances like kettles, lamps, vacuum cleaners, and white goods such as fridges or washing machines.

The Scottish Government statutory guidance on electrical installations and appliances in private rented property can be found at <https://www.gov.scot/publications/electrical-installations-and-appliances-private-rented-properties/>

## 5. Smoke Detectors and heat alarms

The smoke and heat alarms in the property must be powered by the electrical mains or be tamper proof long-life lithium battery alarms.

There must be one working smoke alarm in:

- The room which is most often lived in during the daytime, which would likely be the living or dining room
- Every circulation space, such as hallways and landings
- There must also be a heat alarm in the kitchen.
- All alarms should be linked (radio-linked alarms are acceptable).

The landlord also needs to make sure that the property is fit and safe for people to live in. Therefore, the landlord must make sure that there are no fire hazards in the property, like loose wiring.

If the tenant thinks there are fire risks in the property, then the tenant should contact the landlord. If the landlord refuses to fit smoke or heat alarms or to fix any fire risks, the tenant can contact the Tribunal or contact the local authority's Environmental Health Department.

Guidance on fire detection in private rented properties can be found at: <https://www.gov.scot/publications/fire-safety-guidance-private-rented-properties/>

## 6. Installations

Anything which was in the property (or is part of the property) at the start of the lease is something provided by the landlord. These items must be kept, by the landlord, in proper working order - and repaired when needed.

This duty on the landlord does not apply to things brought into the property by the tenant.

The installations in the Let Property may include the following:

- basins, sinks, baths, toilets, and showers;
- gas or electric fires and central heating systems;
- electrical wiring;
- door entry systems;
- cookers;
- extractor fans;
- carbon monoxide detectors;
- smoke alarms;
- heat detectors;



- fire extinguishers and blankets (but only if the property is a House in Multiple Occupation).

## 7. Energy Performance Certificate

Before the tenancy starts, the landlord must give the tenant a copy of the Energy Performance Certificate (EPC) for the property if one is needed. If the tenancy is for renting a room with shared access to other rooms such as a kitchen, bathroom and living room, an EPC is not needed.

It is a requirement under law that the EPC must be 'affixed' to the building - it will often be located in the boiler or meter cupboard.

The EPC must not be more than 10 years old. The EPC has to be made available to a tenant free of charge.

The EPC tells the tenant about the energy efficiency of the property. If a property is energy efficient, the fuel bills for the person living in the home (for heating and lighting) will be lower than if the property is not energy efficient.

The EPC ratings can be A, B, C, D, E, F or G.

An "A" rating on an EPC is the best rating - this would be given to a home which was very energy efficient and should have low bills for fuel and lighting.

A "G" rating on an EPC is the worst - so the least energy efficient, which may have higher bills for fuel and lighting.

## 8. Furnishings

The landlord must make sure that:

- all upholstered furniture (like settees, arm chairs and dining chairs with soft seat coverings) and
- all mattresses

which are in the property at the start of the tenancy meet the standards set out in the Furniture & Furnishings (Fire Safety) Regulations 1988 as amended so should have labels attached to them which show that they meet these Regulations.

Tenants should report worn or broken furnishings and coverings to the landlord as these can make furniture unsafe and present a fire risk.

## 9. Defective Fixtures & Fittings

The landlord must keep all fixtures and fittings in the property at the start of the tenancy in a good state of repair. This applies, for

example, to fitted kitchen units and fitted wardrobes, toilets, sinks, baths, showers and fitted kitchen appliances such as hobs and ovens.

The tenant should tell the landlord if any fixtures and fittings need to be repaired. The landlord must get the repairs done within a reasonable time.

## 10. Repair Timetable

Often, a landlord will only find out that something in the property is not working or needs to be repaired when the tenant tells their landlord about it.

The tenant must tell the landlord as soon as they can about any repair being needed or if there is something urgent. The landlord then has to carry out any repairs as soon as they reasonably can.

The tenant must give the landlord reasonable access to get the repair work done.

What is a reasonable period to carry out repairs will vary depending on the type of repair which is needed and how dangerous or unsafe it might be to leave that item not repaired.

If the landlord does not carry out repairs within a reasonable period, the tenant can ask the Tribunal to order the landlord to carry out these repairs. Also, for some major repairs or those that cause a safety issue, the tenant might be able to get the local council to order the landlord to do the work or the local council might do the work and ask the landlord to pay the costs. The local council also has powers to report the landlord to the Tribunal for their failure to meet the Repairing Standard.

## 11. Payment for Repairs

If damage was caused by the fault or negligence of

- the tenant or someone living with the tenant at the property or
- someone visiting,

then the tenant is responsible.

This means that the tenant must pay for the damage to be fixed. The tenant should discuss with the landlord having the repair carried out. The landlord might prefer to arrange to get the damage fixed and send a bill for the costs to the tenant.

Damage would be caused by fault if it was done on purpose.

Damage would be caused by negligence if it was not done on purpose but the person who caused the damage did not take normal care to

avoid the damage. For example, a person is negligent if he leaves a skylight window open all day when rain is forecast and this results in the carpet and furnishings in the room below being damaged by the rain. Another example might be a person causes a burn mark to appear on a kitchen table by placing a pot, straight from a hot burner on the cooker hob, onto the table top.

## 12. Information

The tenant will be asked by the landlord to meet the costs of any repairs and the landlord should supply them with copies of the receipts for such costs.

The landlord must give the tenant copies of:

- the Landlord's Gas Safety Record (see note above on Gas Safety);
- the Electrical Safety Inspection Report and the Portable Appliance Testing Report (see note above on Electrical Safety); and
- the Energy Performance Certificate (EPC) for the property (see note above on Energy Performance Certificate).

These must be given to the tenant before, or at the start of, the tenancy.

## Legionella

The landlord must take all reasonable steps to reduce the risk of the presence of legionella bacteria.

Legionnaires' disease is caused by legionella bacteria and is a kind of pneumonia (or lung infection).

The legionella bacteria which causes the disease is sometimes present in cold or hot water systems in buildings. It is therefore important to try to keep the risk as low as possible by taking certain steps.

The landlord must carry out a risk assessment.

Simple control measures can help to minimise the risk of exposure to Legionella. These include:

- flushing out a water system before the start of a tenancy - so flushing all toilets and running water through all cold and hot water taps and showers for a period of time;
- avoiding debris getting into the system - for example by making sure that any cold water tanks have a tight fitting lid; and
- making sure any pipework which is no longer used is removed.

If a property is served directly by mains cold water, then there is only a low risk of legionella bacteria in the cold water, as it flows from a moving supply, not from stored water.

If a property is served by hot water:

- from a tank which is regularly heated to over 60 degrees centigrade; or
- from an instant hot water boiler - which does not store heated water, but heats it as it is used,

then, again, there is only a low risk of legionella bacteria in the hot water system.

To keep the risk of legionella bacteria being present in the property low, tenants:

- should not alter the controls on any hot water system in a way which would increase the legionella risk (for example lowering the regular heat temperature to below 60 degrees); and
- should regularly clean shower heads - as these result in a spray of tiny drops of water which might be breathed into the lungs.

### **Respect for Others**

The tenant and anyone living at the property must not be involved in antisocial behaviour at the property.

“Antisocial behaviour” means behaving in a way:

- which causes, or is likely to cause, alarm, upset, nuisance or annoyance; or
- which is harassment.

‘At the property’ includes to other people in the property, any neighbour, any visitor, the landlord or those acting for the landlord or any tradesman.#

Examples of antisocial behaviour are:

- making too much noise - including from televisions, CD players, digital media players, radios and musical instruments, DIY or power tools;
- not controlling pets (including allowing them to bark too much) or allowing pets to foul or cause damage to other people’s property or common areas of the property such as the garden;
- allowing visitors to the property to be too noisy;
- vandalising or damaging the property or any part of the common areas or neighbourhood;
- leaving rubbish other than in the bins provided or leaving rubbish out to be picked up on a day when it is not due to be picked up;

- allowing the tenant and/or any other person (including children) living in or using the property to cause a nuisance or annoyance to other people;
- harassing any other tenant or occupier, 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;
- using or carrying weapons;
- using, selling, growing, making or supplying unlawful drugs or selling alcohol;
- storing or bringing onto the property any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms;
- using the property, or allowing it to be used, for illegal or immoral purposes - an example of an illegal purpose might be for carrying on a business for which local council consents have not been obtained; and
- threatening or assaulting any other tenant or occupier, 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 above list of examples does not include every sort of antisocial behaviour. There could be other actions, failures to act or words spoken (or shouted) which would amount to antisocial behaviour.

The landlord can take action against the tenant if there is a breach of the antisocial behaviour clause in the tenancy.

Landlords have a responsibility to try to stop antisocial behaviour taking place. So if the tenant is involved in antisocial behaviour the landlord must do something to try to stop it. This could include:

- investigating complaints about the tenant's behaviour;
- writing to the tenant to explain that the behaviour is causing concern and asking the tenant to stop the behaviour;
- giving advice on how to reduce noise to an acceptable level;
- asking the local council to apply for an Antisocial Behaviour Order or ASBO against the tenant;
- going to court to get an order of the court (called an "interdict") to stop the tenant from behaving in a certain way; and

- warning the tenant that they may be removed from the property if they do not stop the antisocial behaviour.

If the landlord's attempts to deal with antisocial behaviour do not work, the landlord can ask the local council to step in to assist. If the antisocial behaviour continues, the landlord may begin the process to evict the tenant.

If a landlord does not try to stop the antisocial behaviour, the local council can serve an Antisocial Behaviour Notice on the landlord ordering the landlord to take action to deal with the problem, for example to evict the tenant, or at least warn the tenant that they may be evicted if they continue to behave in that way.

If the landlord does not do what the local council's Antisocial Behaviour Notice says, then the local council can ask the Court to stop rent payments to the landlord or to give the local council control of the property.

If a tenant is affected by other people's antisocial behaviour, the tenant should keep a written record of what happens, each time it happens, with dates and times. Depending on how bad things are, the tenant should contact:

- the nearest Citizens' Advice Bureau or the Antisocial Behaviour team at the local authority - both of which can give the tenant advice on the tenant's rights and what might be the best action for the tenant to take (which could be to contact the police); or
- the local authority's antisocial behaviour team; or
- the police - who can take action to stop certain behaviours.

## **Equality Requirements**

Under the Equality Act 2010, the landlord is not allowed to show bias against a tenant, or against a person who wants to become a tenant of a property, on the basis of:

- that person's disability, sex or gender reassignment; or
- that person's pregnancy or the fact that the person has a baby or babies or child or children; or
- that person's race, religion or belief or sexual orientation.

If a tenant thinks they have been unfairly treated by a landlord because of a protected characteristic, then the tenant can:

- complain directly to the landlord; or
- in some cases to make a claim through the Tribunal, if for example an Agreement contains a discriminatory clause that the Tribunal could remove or if that discrimination led to an unfair rent or unlawful eviction; or

- contact the Equality Advisory Support Service for help and advice. <https://www.gov.uk/equality-advisory-support-service>

## Data Protection

The landlord must comply with the requirements of the Data Protection Laws to ensure that the tenant's personal data is held securely and only disclosed where there is a lawful basis for doing so.

**“Data Protection Laws”** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

**“GDPR”** means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Under data protection law, "personal data" is protected.

Landlords need to comply with the following requirements regarding personal data:

Personal data shall be:-

- (a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

Landlords might need to give tenants a privacy notice to tell them what can be done with data which they hold and how they might use it.

There are some situations where the landlord can disclose data about the tenant.

For example, they are allowed to give the tenant's details to the local council or utility companies if that is covered by a privacy notice issued by the landlord to the tenant.

Further guidance on data protection law in relation to tenancies can be found on the Information Commissioners Office website at <https://ico.org.uk/>

### **Tenant's belongings to be removed**

The tenant must remove the tenant's belongings when the tenancy ends. This will include everything that the tenant has brought into the property.

If the tenant leaves items behind, and the landlord then has to spend money removing them or storing them, then it is likely that the tenant will have to pay the costs of removal or storage.

The landlord should supply the tenant with copies of the receipts for such costs.



## USEFUL CONTACTS AND LINKS

### ***Regulation***

#### **First-Tier Tribunal for Scotland (Housing and Property Chamber)**

Glasgow Tribunals Centre  
20 York Street  
GLASGOW G2 8GT  
Tel: 0141 302 5900  
<https://www.housingandpropertychamber.scot/home>

#### **Rent Service Scotland**

2nd Floor Endeavour House  
1 Greenmarket  
Dundee DD1 4QB  
Tel: 0300 244 7000  
Email: [rss.dundee@gov.scot](mailto:rss.dundee@gov.scot)

#### **Scottish Landlord Register**

*To check on line if a landlord is registered.*  
[www.landlordregistrationscotland.gov.uk/](http://www.landlordregistrationscotland.gov.uk/)

### ***General Advice***

#### **Citizens Advice Scotland**

*Citizens Advice Bureau which can help with money, legal, consumer and other problems.*  
Tel: 0808 800 9060  
[www.cas.org.uk](http://www.cas.org.uk)

#### **Energy Saving Trust**

*Gives independent help and advice on how to save energy in the home.*  
Tel: 0800 512 012  
[www.energysavingtrust.org.uk/scotland](http://www.energysavingtrust.org.uk/scotland)

#### **Office of the Gas and Electricity Markets (Ofgem)**

*Protects the interests of gas and electricity consumers.*  
Tel: 0141 331 2678  
[www.ofgem.gov.uk](http://www.ofgem.gov.uk)

### ***Housing advice***

#### **Shelter Scotland**

*Offers advice, information and advocacy to tenants in privately rented housing.*  
Tel: 0808 800 4444  
[www.shelterscotland.org](http://www.shelterscotland.org)

### ***Tenancy Deposit Schemes***

#### **Letting Protection Service Scotland**

Tel: 0844 472 6666  
[www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com)

**Safe Deposits Scotland**

Tel: 0845 604 4345

[www.safedepositsscotland.com](http://www.safedepositsscotland.com)

**Mydeposits Scotland**

Tel: 0845 634 5400

[www.mydepositsscotland.co.uk](http://www.mydepositsscotland.co.uk)

**Safety advice****Gas Safe Register**

*Offers gas safety advice and can take action to ensure that gas appliances in a property are safe.*

Tel: 0800 408 5500

[www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)

**Health and Safety Executive**

*Provides a range of health and safety advice.*

[www.hse.gov.uk/contact](http://www.hse.gov.uk/contact)

**Electrical Safety First**

*UK charity that provides electricity safety advice for the home.*

<https://www.electricalsafetyfirst.org.uk/>

**Scottish Fire and Rescue Service**

*Fire safety advice*

[www.firescotland.gov.uk](http://www.firescotland.gov.uk)

**Landlord and letting agent representatives****Scottish Association of Landlords**

*Represents the interests of landlords and letting agencies in Scotland.*

Tel: 0131 564 0100

[www.scottishlandlords.com](http://www.scottishlandlords.com)

**Scottish Land and Estates**

*Represents the interests of rural landlords in Scotland.*

Tel: 0131 653 5400

[www.scottishlandandestates.co.uk](http://www.scottishlandandestates.co.uk)

**Landlord Accreditation Scotland**

*Scotland's national landlord and letting agent accreditation scheme and training provider.*

Tel: 0131 553 2211

[www.landlordaccreditationscotland.com](http://www.landlordaccreditationscotland.com)

**ARLA PropertyMark**

*An association for registered letting agents.*

Tel: 0844 387 0555

[www.arla.co.uk](http://www.arla.co.uk)

## RELEVANT LEGISLATION

Rent (Scotland) Act 1984 -clarification of illegal premiums.

Housing (Scotland) Act 1987 - landlord's identity requirement; overcrowding and serious disrepair regulation.

Antisocial Behaviour etc (Scotland) Act 2004 - landlord registration regulation, anti-social behaviour.

Housing (Scotland) Act 2006 - Housing in Multiple Occupation regime; Tenancy Deposit Scheme regulatory framework; landlord's right of access; Repairing Standard and right to adapt properties.

Equality Act 2010 - discrimination, including in relation to alterations.

Interpretation and Legislative Reform (Scotland) Act 2010 - timing of service of notices

Private Rented Housing (Scotland) Act 2011 - changed the registration of private landlords; amendments to the Housing in Multiple Occupation licensing regime; introduction of Overcrowding Statutory Notices.

The Tenancy Deposit Schemes (Scotland) Regulations 2011 - tenancy deposit schemes

Housing (Scotland) Act 2014 - introduced regulatory system for letting agents.

Private Housing (Tenancies) (Scotland) Act 2016 - established the private residential tenancy.

Regulations under the Private Housing (Tenancies) (Scotland) Act 2016:

The Private Housing (Tenancies) (Scotland) Act 2016 (Consequential Provisions) Regulations 2017

The Private Residential Tenancies (Statutory Terms) (Scotland) Regulations 2017

The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017

The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017, S.S.I. 2017/297

The Private Residential Tenancies (Information for Determining Rents and Fees for Copies of Information) (Scotland) Regulations 2017, S.S.I. 2017/296

The Notice to Local Authorities (Scotland) Amendment Regulations 2017, S.S.I. 2017/295

The Private Housing (Tenancies) (Scotland) Act 2016 (Commencement No. 2 and Saving Provision) Regulations 2017, S.S.I. 2017/293

Data Protection Act 2018 - The landlord must comply with the requirements of the Data Protection Laws to ensure that the tenant's personal data is held securely and only disclosed where there is a lawful basis for doing so.

**PLEASE NOTE** these hyperlinks links to [legislation.gov.uk](http://legislation.gov.uk) may show the enactments as originally made, so may not always show amendments.

## Audit Trail

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