

# **Scottish Government Model Private Residential Tenancy Agreement**

**For the Private Rented Sector**

**October 2017**

## Contents

|  |           |
|--|-----------|
| <b>SECTION 1: HOW TO USE THE MODEL .....</b>                         | <b>2</b>  |
| <b>SECTION 2: GLOSSARY OF TERMS &amp; INTERPRETATION.....</b>        | <b>3</b>  |
| <b>SECTION 3: MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT .....</b>  | <b>5</b>  |
| 1. <b>TENANT .....</b>   | <b>5</b>  |
| 2. <b>LETTING AGENT .....</b>  | <b>6</b>  |
| 3. <b>LANDLORD.....</b>  | <b>6</b>  |
| 4. <b>COMMUNICATION .....</b>  | <b>7</b>  |
| 5. <b>DETAILS OF THE LET PROPERTY .....</b>                          | <b>8</b>  |
| 6. <b>START DATE OF THE TENANCY .....</b>                            | <b>8</b>  |
| 7. <b>OCCUPATION AND USE OF THE LET PROPERTY .....</b>               | <b>9</b>  |
| 8. <b>RENT .....</b>   | <b>9</b>  |
| 9. <b>RENT RECEIPTS .....</b>  | <b>9</b>  |
| 10. <b>RENT INCREASES .....</b>                                      | <b>9</b>  |
| 11. <b>DEPOSIT .....</b>   | <b>10</b> |
| 12. <b>SUBLETTING AND ASSIGNATION .....</b>                          | <b>11</b> |
| 13. <b>NOTIFICATION ABOUT OTHER RESIDENTS .....</b>                  | <b>11</b> |
| 14. <b>OVERCROWDING .....</b>  | <b>12</b> |
| 15. <b>INSURANCE .....</b>   | <b>12</b> |
| 16. <b>ABSENCES .....</b>  | <b>12</b> |
| 17. <b>REASONABLE CARE .....</b>                                     | <b>12</b> |
| 18. <b>THE REPAIRING STANDARD etc. AND OTHER INFORMATION .....</b>   | <b>13</b> |
| <b>THE REPAIRING STANDARD .....</b>                                  | <b>13</b> |
| <b>REPAIR TIMETABLE .....</b>  | <b>15</b> |
| <b>PAYMENT FOR REPAIRS .....</b>                                     | <b>16</b> |
| <b>INFORMATION .....</b>   | <b>16</b> |
| 19. <b>LEGIONELLA.....</b>   | <b>16</b> |
| 20. <b>ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS .....</b>      | <b>16</b> |
| 21. <b>RESPECT FOR OTHERS .....</b>                                  | <b>16</b> |
| 22. <b>EQUALITY REQUIREMENTS: .....</b>                              | <b>17</b> |
| 23. <b>DATA PROTECTION .....</b>                                     | <b>18</b> |
| 24. <b>ENDING THE TENANCY .....</b>                                  | <b>18</b> |
| 25. <b>CONTENTS AND CONDITION .....</b>                              | <b>21</b> |
| 26. <b>LOCAL AUTHORITY TAXES/CHARGES .....</b>                       | <b>22</b> |
| 27. <b>UTILITIES .....</b>   | <b>22</b> |
| 28. <b>ALTERATIONS.....</b>  | <b>22</b> |
| 29. <b>COMMON PARTS .....</b>  | <b>23</b> |
| 30. <b>PRIVATE GARDEN .....</b>                                      | <b>23</b> |
| 31. <b>ROOF.....</b>   | <b>23</b> |
| 32. <b>BINS AND RECYCLING.....</b>                                   | <b>23</b> |
| 33. <b>STORAGE .....</b>   | <b>23</b> |
| 34. <b>DANGEROUS SUBSTANCES including liquid petroleum gas .....</b> | <b>24</b> |
| 35. <b>PETS.....</b>   | <b>24</b> |
| 36. <b>SMOKING .....</b>   | <b>24</b> |
| 37. <b>ADD ANY ADDITIONAL TENANCY TERMS HERE .....</b>               | <b>25</b> |
| 38. <b>THE GUARANTOR.....</b>  | <b>26</b> |
| 39. <b>DECLARATIONS.....</b>   | <b>27</b> |

## SECTION 1: HOW TO USE THE MODEL

A Landlord is under a duty to provide the written terms of a private residential tenancy under section 10 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”). This is the Scottish Government’s Model Private Residential Tenancy Agreement (“Model Tenancy Agreement”) which may be used to fulfil this duty.

This Model Tenancy Agreement contains two categories of clause:

The first category is the **core rights and obligations**, which includes, among other things, the statutory terms applicable to all private residential tenancies, the repairing standard and tenancy deposits. They are ‘mandatory clauses’ which must feature in any agreement prepared using this model. These terms are laid down in the Act, supporting secondary legislation and other relevant housing legislation and are indicated in **bold** typeface. These clauses should be read alongside the relevant legislation, as the legislation takes priority and may change from time to time.

The second category is discretionary terms, which the Landlord may or may not wish to include in the written tenancy agreement. These are in ordinary typeface. The Model Tenancy Agreement contains a number of suggested terms which the Landlord may edit or remove as required. This category will also include any additional terms the Landlord chooses to add. Any additional terms added or edited by the Landlord must comply with the requirements of the Act, supporting secondary legislation and other relevant legislation.

Some of the mandatory and discretionary clauses contain square brackets [     ], this indicates clauses with options depending on the terms of the tenancy (such as frequency of rent payments).

Easy read notes on all of the clauses contained in this Model Tenancy Agreement are provided in the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement. If your Landlord has used this Model Private Residential Tenancy Agreement they must also give you a copy of these Notes.

The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017 provide that if a Landlord chooses not to use this Model Private Residential Tenancy Agreement, the Landlord is still legally required to give a Tenant a copy of the Private Residential Tenancy Statutory Terms Supporting Notes.

A key to the different categories of clause has been included as a footnote for ease of reference.

### Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

## SECTION 2: GLOSSARY OF TERMS & INTERPRETATION

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

- **Assignment:** Where a Tenant transfers his or her rights to a private residential tenancy (or share in a joint tenancy) to another person, subject to obtaining the Landlord's prior written permission.
- **Common Parts:** in relation to premises, the structure and exterior of, and any common facilities within or used in connection with, the building or part of a building which includes the premises but only in so far as the structure, exterior and common facilities are not solely owned by the owner of the premises.
- **Eviction ground:** one or more of the grounds named in schedule 3 of the Act on the basis of which an eviction order may be issued by the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal").
- **Eviction order:** an order issued by the Tribunal which brings a private residential tenancy to an end on a certain date.
- **Fixed carbon-fuelled appliance:** an appliance that is attached to the building fabric or connected to a mains fuel supply and burns fuel to produce energy.
- **Guarantor:** a third party, such as a parent or close relative, who agrees to pay rent if the Tenant doesn't pay it and meet any other obligation that the Tenant fails to meet. The Landlord can take legal action to recover from a guarantor all payments 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).
- **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

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Tenant's only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Act.

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

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

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## SECTION 3: MODEL PRIVATE RESIDENTIAL TENANCY AGREEMENT

### 1. TENANT

Name(s) and Address(es): (1) \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

(3) \_\_\_\_\_

\_\_\_\_\_

(4) \_\_\_\_\_

\_\_\_\_\_

(5) \_\_\_\_\_

\_\_\_\_\_

("the Tenant(s)")

**Where this is a joint tenancy, the term "Tenant" applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable for all of the obligations of the Tenant under this Agreement.**

Email address(es): (1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

Telephone number(s): (1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

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## 2. LETTING AGENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Registration number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 3. LANDLORD

Name (1): \_\_\_\_\_

Name (2): \_\_\_\_\_  
("the Landlord(s)")

Address (Landlord 1): \_\_\_\_\_

\_\_\_\_\_

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Address (Landlord 2): \_\_\_\_\_

Email address(es): \_\_\_\_\_

Telephone number: \_\_\_\_\_

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

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

#### 4. COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using:

- hard copy by personal delivery or recorded delivery; or
- the email addresses set out in clauses [2 or 3] and 1].

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

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

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

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## 5. DETAILS OF THE LET PROPERTY

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

("the Let Property")

Type of property: \_\_\_\_\_

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

Any other areas/facilities included with the Let Property: \_\_\_\_\_

\_\_\_\_\_

Any shared areas/facilities: \_\_\_\_\_

\_\_\_\_\_

Any excluded areas/facilities: \_\_\_\_\_

\_\_\_\_\_

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

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

If Scottish Ministers have designated the area that the Let Property is located in as a rent pressure zone, there will be a cap on the amount that the rent can be increased. You can check whether the Let Property shown above is located in a rent pressure zone on the Scottish Government's website

<https://www.mygov.scot/rent-pressure-zone-checker/>

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

HMO 24-hour contact number: \_\_\_\_\_

HMO licence expiry date: \_\_\_\_\_

## 6. START DATE OF THE TENANCY

The private residential tenancy will start on: \_\_\_\_\_

("the start date of the tenancy")

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## 7. OCCUPATION AND USE OF THE LET PROPERTY

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

## 8. RENT

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

The first payment will be paid on \_\_\_\_\_ and will be for the sum of £ \_\_\_\_\_ in respect of the period \_\_\_\_\_ to \_\_\_\_\_. (The maximum amount of rent which can be paid in advance is 6 months' rent.)

Thereafter payments of \_\_\_\_\_ must be received on \_\_\_\_\_ (insert day/date) and then subsequently on or before the same [day of each week/fortnight/four weekly period/date each calendar month/date each 3-month period/date each 6-month period] thereafter.

Method by which rent is to be paid: \_\_\_\_\_  
(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances.)

The following services are included in the rent amount noted above:

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(list the services together with the prices).

## 9. RENT RECEIPTS

Where any payment of rent is made in cash, the Landlord must provide the Tenant with a dated written receipt for the payment stating: the amount paid, and either (as the case may be) the amount which remains outstanding, or confirmation that no further amount remains outstanding.

## 10. RENT INCREASES

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

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Regulations 2017'. The notice will be sent using the communication method agreed in the 'Communication' clause above.

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

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

## 11. DEPOSIT

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

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

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

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

The scheme administrator is \_\_\_\_\_ (insert name) and

their contact details are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy deposit scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant.

More information can be found in the Tenancy Deposit Schemes (Scotland) Regulations 2011. (<http://www.legislation.gov.uk/ssi/2011/176/contents/made>)

## 12. SUBLETTING AND ASSIGNATION

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

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

## 13. NOTIFICATION ABOUT OTHER RESIDENTS

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

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

The Tenant will take reasonable care to ensure that anyone living with them does not do anything that would be a breach of this Agreement if they were the Tenant. If they do, the Tenant will be treated as being responsible for any such action and will be liable for the cost of any repairs, renewals or replacement of items where required.

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

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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".

#### **14. OVERCROWDING**

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

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

#### **15. INSURANCE**

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

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

#### **16. ABSENCES**

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

#### **17. REASONABLE CARE**

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

- keep the Let Property adequately ventilated and heated;
- not bring any hazardous or combustible goods or material into the Let Property, notwithstanding the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances;

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- not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- prevent water pipes freezing in cold weather;
- avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
- ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;
- not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms.

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

### THE REPAIRING STANDARD

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

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

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

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

<sup>1</sup> [Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires](#)

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

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

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

#### **Structure & exterior:**

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

#### **Gas safety:**

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances carried out by a Gas Safe registered engineer. The Tenant must be given a copy of the Landlord’s gas safety certificate. The Landlord must keep certificates for at least 2 years. The Gas Safety (Installation and use) Regulations 1998 places duties on Tenants to report any defects with gas pipework or gas appliances that they are aware of to the Landlord. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor.

The Landlord must also ensure that a carbon monoxide detector is installed where there is a fixed carbon-fuelled appliance (excluding an appliance used solely for cooking) or where a fixed carbon-fuelled appliance is situated in an inter-connected space such as a garage. A carbon monoxide detector is also required in the bedrooms and main living room if a flue from a carbon-fuelled appliance passes through the room. “Carbon-fuelled” includes wood, coal and oil as well as gas.

#### **Electrical safety:**

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

#### Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

The Tenant must be given a copy of the EICR and any PAT.

#### Smoke detectors:

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

#### Installations:

The Landlord will keep in repair and in proper working order the installations in the Let Property for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Tenant or which the Tenant is entitled to remove).

#### Energy Performance Certificate (EPC):

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

#### Furnishings:

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

#### Defective fixtures and fittings:

All fixtures and fittings provided by the Landlord in the Let Property should be in a reasonable state of repair and in proper working order. The Landlord will repair or replace any of the fixtures, fittings or furnishings supplied which become defective and will do so within a reasonable period of time. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property.

## REPAIR TIMETABLE

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

#### Key:-

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

## **PAYMENT FOR REPAIRS**

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

## **INFORMATION**

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

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

## **19. LEGIONELLA**

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

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

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

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

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

## **21. RESPECT FOR OTHERS**

Key:-

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

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

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

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

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

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

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

## 22. EQUALITY REQUIREMENTS:

Key:-

**Text:** Mandatory clauses - core rights and obligations

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

## 23. DATA PROTECTION

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

## 24. ENDING THE TENANCY

This Tenancy may be ended by:-

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

or:-

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

The Landlord can bring the tenancy to an end only if one of the 18 grounds for eviction apply. If the Landlord serves a Notice to Leave on the Tenant, he or

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she must specify which eviction ground(s) is being used, and give the reasons why they believe this eviction ground applies.

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

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

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

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

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

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

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

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

### **Mandatory Eviction Grounds**

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

- The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.
- Let Property to be sold by the mortgage lender.
- The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property.

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

### **Discretionary Eviction Grounds**

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

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

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- 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.

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

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

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

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

## 25. CONTENTS AND CONDITION

The Tenant agrees that the signed Inventory and Record of Condition, [attached as Schedule 1 to this Agreement/ which will be supplied to the Tenant no later than the start date of the tenancy] is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the 'start date of the tenancy' section) 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,

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after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

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.

## 26. LOCAL AUTHORITY TAXES/CHARGES

The Landlord 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.

## 27. 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.

## 28. ALTERATIONS

Key:-

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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.**

## 29. 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.

## 30. PRIVATE GARDEN

The Tenant will maintain the garden in a reasonable manner.

## 31. ROOF

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

## 32. 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.

## 33. STORAGE

Key:-

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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.

#### 34. 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.

#### 35. 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.

#### 36. 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.

Key:-

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37. ADD ANY ADDITIONAL TENANCY TERMS HERE

A large, empty rectangular box with a thin black border, intended for the user to add any additional tenancy terms. The box is currently blank.

Key:-

**Bold Text:** Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include these if he or she wishes

## 38. THE GUARANTOR

The Guarantor guarantees all payments 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, and liability continues in respect of any payment due but not paid even after the termination of this Agreement or any alteration to this Agreement.

### Guarantor 1

|   |  |
|---|--|
| Name(s) of Tenant(s) for whom Guarantor 1 will act as Guarantor |  |
| <b>Guarantor 1 Signature</b>                                    |  |
| Guarantor Full Name (Block Capitals)                            |  |
| Guarantor Address   |  |
| Date:   |  |

### Guarantor 2

|   |  |
|---|--|
| Name(s) of Tenant(s) for whom Guarantor 2 will act as Guarantor |  |
| <b>Guarantor 2 Signature</b>                                    |  |
| Guarantor Full Name (Block Capitals)                            |  |
| Guarantor Address   |  |
| Date:   |  |

### Guarantor 3

|   |  |
|---|--|
| Name(s) of Tenant(s) for whom Guarantor 3 will act as Guarantor |  |
| <b>Guarantor 3 Signature</b>                                    |  |
| Guarantor Full Name (Block Capitals)                            |  |
| Guarantor Address   |  |
| Date:   |  |

Key:-

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**Guarantor 4**

|   |  |
|---|--|
| Name(s) of Tenant(s) for whom Guarantor 4 will act as Guarantor |  |
| <b>Guarantor 4 Signature</b>                                    |  |
| Guarantor Full Name (Block Capitals)                            |  |
| Guarantor Address   |  |
| Date:   |  |

**Guarantor 5**

|   |  |
|---|--|
| Name(s) of Tenant(s) for whom Guarantor 5 will act as Guarantor |  |
| <b>Guarantor 5 Signature</b>                                    |  |
| Guarantor Full Name (Block Capitals)                            |  |
| Guarantor Address   |  |
| Date:   |  |

**39. 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.

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 1 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Date:                             |  |

Key:-

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|                                   |  |
|-----------------------------------|--|
| <b>Tenant 2 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Date:                             |  |

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 3 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Date:                             |  |

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 4 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Date:                             |  |

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 5 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Date:                             |  |

|                                     |  |
|-------------------------------------|--|
| <b>Landlord Signature</b>           |  |
| Landlord Full Name (Block Capitals) |  |
| Landlord Address                    |  |
| Date:                               |  |

|                                     |  |
|-------------------------------------|--|
| <b>Landlord Signature</b>           |  |
| Landlord Full Name (Block Capitals) |  |
| Landlord Address                    |  |
| Date:                               |  |

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.

Key:-

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