

Assured Shorthold Tenancy Agreement – Scotland

This rental agreement comprises the particulars detailed below whereby the property is hereby let by the landlord and taken by the tenant for the term at the rent as an Assured Shorthold Tenancy Agreement.

Parties:.....

(Hereinafter called 'the Landlord' which expressions shall where the context so admits include the Landlords agent appointed for the purpose of managing the Premises in the Landlords absence)

AND

Tenant:.....

(Hereinafter called 'the Tenant(s)) **AND**

Guarantor: (C)

.....

(hereinafter called 'the Guarantor(s))

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally.

Property: The Landlord lets and the Tenant takes the Premises situated at and known as:

.....

(Hereinafter called 'THE PREMISES') together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as 'THE CONTENTS'

Tenancy Date: This agreement is made the..... day of

Term: The tenancy is for a period of commencing onexpiring on the

Agreed Rent: It is hereby agreed that a rent of..... to be paid in advance without any deduction whatsoever. The first payment of £..... being due on or prior to the date of taking possession. Thereafter the "Rent Due Date" will be the.....during the Term of this agreement.

Deposit: The Landlord acknowledges receipt from the Tenant of the sum of £ by the way of a (non interest bearing) deposit. The deposit will be held by the landlords agent who will act as a stakeholder.

TERMS AND CONDITIONS:

1. This agreement is intended to create a Short Assured tenancy as defined in Section 32 of the Housing (Scotland) act 1988 and the Tenant acknowledges that he has received prior to the commencement of the Tenancy a notice to that effect in form AT5 that the tenancy may be brought to an end by an order for possession granted by the Sheriff on the application of the Landlord or of the heritable creditor of the landlord in any of the circumstances set out in Grounds 2,8 or 9 to 17 inclusive in Schedule 5 to the Housing (Scotland) Act 1988 provided always that the Landlord has complied with Section 19 of the Housing (Scotland) Act 1988.
2. The Tenant hereby agrees to:

2.1 pay the rent at the times and in the manner aforesaid without any deduction abatement or set-off whatsoever.

2.2 immediately upon occupation of the property to arrange for the Tenant to be registered as the customer of gas, electric, telephone and to pay all charges in respect of any water, electric, gas and telephone or televisual services used at or supplied to the Property and to pay Council Tax or any similar tax that might be charged in addition to or replacement of it during the term.

2.3 keep the interior of the property in a good, clean and tenantable state and condition and not damage, cause to damage or injure the property and take all necessary precautions against damage by frost or flooding the Tenant accepting the property and contents so far as belonging to the Landlord and save as specified in the Inventory as being in good tenantable order and condition at the commencement of the Tenancy the Tenant by acceptance hereof renouncing any claims against the Landlord in respect thereof.

2.4 yield up the Property and all contents belonging to the landlord at the end of the Term in the same clean state and condition they were in at the beginning of the Term, reasonable wear and tear damage excepted.

2.5 not to install or erect fixed TV aerial or satellite dish(s) or make any alteration or addition to the Property nor without the Landlord's prior consent in writing do any redecorating or painting of the property.

2.6 not to do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to the Landlord or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable thereof.

2.7 not without the Landlord's prior consent in writing keep or allow to be kept any pets or any kind of animal at the Property.

2.8 not leave the Property unoccupied for any period exceeding 3 days without firstly informing the Landlord in writing.

2.9 not to use or occupy the Property in any way whatsoever other than as a private residence.

2.10 not to assign, sublet, change or part with or share possession or occupancy of the Property.

2.11 permit the Landlord or anyone appointed by the Landlord at reasonable hours and upon reasonable prior notice, excluding emergencies, to enter and view the Property for any proper purpose, including the checking of compliance with the tenants obligations under this agreement and during the last month of the Term to the showing of the Property to prospective new tenants or purchasers.

2.12 to pay interest at the rate of 6% above the Base Lending Rate for any rent or other money due from the Tenant under this Agreement which is more than 2 days in arrears in respect of the period from when it became due to the date of payment.

3. The Landlord hereby agrees:

3.1 subject to the Tenant paying the rent and performing his/her obligations under this Agreement to allow the Tenant(s) peaceably to hold and enjoy the Property during the Term without lawful interruption from the Landlord or any person appointed by the Landlord.

3.2 insure the property and the contents of the Property which belong to the Landlord.

3.3 keep in repair the structure and exterior of the property, including drains, guttering and external pipes.

3.4 keep in repair and proper working order the installations at the property for the supply of gas, water, electricity and for sanitation including basins, sinks, baths and sanitary conveniences.

3.5 keep in repair and proper working order the installation at the Property for space and water heating.

The Landlord will not be responsible for:

3.6 carrying out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a tenantlike manner.

3.7 rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest flood or other accident.

4. In the event of the rent being unpaid for more then 10 days after it is due (whether demanded or not) or there being a breach of any other of the Tenants obligations under this Agreement then the Landlord may re-enter the Property (subject to any statutory restrictions on his/her power to do so) and this Rental Agreement shall thereupon

determine absolutely but without prejudice to any of the Landlord's other rights and remedies in respect of any outstanding obligations on the part of the Tenant.

5. The Tenants deposit is held by the landlord or his/her agent to secure the compliance with the Tenant's obligations under this Agreement, without prejudice to the Landlord's other rights and remedies and if, at any time during the Term the Landlord or his/her agent is obliged to draw upon it to satisfy any outstanding breaches of such obligations then the Tenant shall forthwith make such additional payments as is necessary to restore the full amount of the deposit held by Landlord or his/her agent. As soon as reasonably practicable following termination of this Agreement the Landlord shall return to Tenant the deposit or the balance thereof after any deductions properly made.
6. The Landlord hereby notifies the Tenant that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord earlier in this Rental Agreement.
7. In event of damage to or destruction of the Property by any of the risks insured by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the tenant's use and enjoyment of the Property is thereby prevented and from performance of his/her obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or disruption (except to the extent that the insurance is prejudiced by any act or default of the tenant) the amount in case of dispute to be settled by arbitration.
8. Where the context so admits:
 - 8.1 The 'Landlord' includes the persons for the time being the owners of the Property.
 - 8.2 The 'Tenant' includes any person permitted to derive title from the Tenant
 - 8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
 - 8.4 The 'Term' shall mean the period stated in the particulars above or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively.
 - 8.5 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
9. This agreement will be governed by and construed in accordance with the Law of Scotland and the parties submit to the jurisdiction of the Scottish Courts.

SIGNATURE OF THE LANDLORD
OR AUTHORISED AGENT(PP).....

SIGNATURE(S) OF TENANT(S)

(1)

(2)

(3)

(4)

(5)

THE SIGNING OF THIS AGREEMENT HAS BEEN WITNESSED BY:

IN THE PRESENCE OF(SIGNATURE OF WITNESS)

ADDRESS OF WITNESS

.....

OCCUPATION

AS WITNESS ON THIS DAY/...../.....

GUARANTOR:

I HEREBY CONFIRM I HAVE READ AND HAVE UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY:

(SIGNATURE OF GUARANTOR)

ADDRESS OF GUARANTOR

.....

OCCUPATION

DATE/...../.....

