



Private Residential Tenancy Agreement

Excellent

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Trust Pilot

90%

Of users
recommend us

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Rated
On Google

About this contract

- ✓ Fully updated with all recent legal changes
- ✓ Fast, secure, legally binding digital signing
- ✓ Add your own clauses

Proud Member Of



This contract has not yet been signed by all required parties and is provided as a sample only

All items in blue are editable by the landlord until all parties have signed this agreement. If an item is changed after some parties have signed, all parties will be required to sign the contract again

You are about to sign a Private Residential Tenancy for a room in the following shared property

123 Sample Road
Glasgow
A1 1AA

It sets out the promises made by the Tenant and any Guarantors to the Landlord and vice versa, including the duration of the rental and the amounts you have agreed for Rent and Deposit. You should read this document carefully and thoroughly.

Once electronically signed and dated this agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it contains everything you want to form part of the agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this agreement.

If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.

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.
- **Data Protection Laws:** 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.
- **Designated Room:** The room rented by the Tenant from the Landlord.
- **Eviction ground:** one or more of the grounds named in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 "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 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 within which the Designated Room is located and in which the Shared Parts are located.
- **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).
- **OpenRent:** OpenRent Limited registered address OpenRent Ltd, 20 Wenlock Road, London, N1 7GU. Registration number: LARN1809026.
- **Private Residential Tenancy:** a tenancy where the property is let to an individual as a separate dwelling; the Tenant occupies all or part of it as the Tenant's only or principal home; and the tenancy is not one which is excluded under schedule 1 of the Act.
- **Registered Landlord:** a person who is entered in the register prepared and maintained by the local authority for the purposes of Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004.
- **Rent:** any sum payable periodically by the Tenant to the Landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
- **Rent-increase notice:** the notice that a Landlord under a private residential tenancy must use when notifying a Tenant of a proposed rent increase.
- **Rent officer:** an independent officer appointed by law who can decide how much rent is payable under a

private residential tenancy. He or she can also decide the amount that a Landlord can add when increasing the rent in a rent pressure zone to reflect any improvements made to a Let Property.

- Rent Pressure Zone (RPZ): a defined area in which Scottish Ministers have put a cap on how much rents for existing Tenants can be increased by each year. Any cap set by Scottish Ministers will be at least consumer prices index (CPI) plus 1%, and can last for up to 5 years. Landlords with property within a rent pressure zone can apply to a rent officer for an additional amount of rent to reflect any improvements they have made to the Let Property.
- Statutory terms: the terms which apply to every private residential tenancy.
- Tenant: includes any joint Tenant or joint sub-Tenant (also see 'Jointly and severally liable' above).
- The Tribunal: the First-tier Tribunal for Scotland Housing and Property Chamber, the body which deals with all civil disputes arising from a private residential tenancy.
- The room standard: this is contravened when two people of opposite sexes, who are not living as husband and wife, have to sleep in the same room. This does not apply to children under 10. The rooms regarded as sleeping accommodation are defined as being 'of a type normally used in the locality either as a bedroom or as a living room'.
- The space standard: sets limits on the number of people who can occupy a house, relative to both the number and floor area of the rooms available as sleeping accommodation. For this purpose, children aged at least one but less than 10 count as half of a person, while children under the age of one do not count at all. Rooms of less than 50 square feet are not taken into account.

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

The Parties to this agreement and the Let Property

The following clauses set out the basic terms of the tenancy, the main dates and the Deposit and Rent amounts which have been agreed. Below are defined terms which will have the meaning listed next to them in this agreement.

This agreement is made the day of 01 January 2021.

Let Property	123 Sample Road Glasgow A1 1AA together with fixtures, furniture and effects therein as specified in the inventory The Let Property is not a House in Multiple Occupation (HMO).
Designated Room	Room 1
Shared Parts	The communal areas of the Let Property which are not currently or intended to be the private Designated Rooms of other occupants. The Shared Parts typically include garden(s), kitchen(s), bathroom(s), reception room(s) and any hallways and corridors linking them.
Landlord	Landlord Notices should be sent to 124 Sample Road Glasgow A1 1AA Registration number:
Tenant	[Awaiting Name Confirmation] Notices should be sent to 123 Sample Road Glasgow A1 1AA 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.
Guarantor	[Awaiting Name Confirmation]
Occupancy	The maximum number of people permitted to occupy the Designated Room is 2
Term	Commencing on and including 01 January 2021 And then continuing until terminated in accordance with this agreement.
Rent	£1,000.00, one thousand GBP per month, payable in advance on or before the 1st day of each month (a "Rent Payment Day")
Deposit	£1,000.00, one thousand GBP

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](#). The Landlord lets to the Tenant the Designated Room, with the right to share the use of the Shared Parts with such other persons as the Landlord grants or has granted the right to use those Shared Parts.

1. Communication

1.1. 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 either

1.1.1. hard copy by personal delivery or recorded delivery; or

1.1.2. the email addresses set out in the information section above.

1.2. For communication by email it is essential that the Landlord and tenant 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.

1.3. To ensure all emails can be received and read in good time, the Landlord and Tenant 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.

1.4. 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 they received it later than this. This extra delivery time should be factored into any required notice period.

2. Occupation and Use of the Let Property

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

3. Rent Receipts

3.1. 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.

4. Rent Increases

4.1. 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.

4.2. Within 21 days of receiving a rent-increase notice, the Tenant can refer the increase to a rent officer for adjudication if they consider 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 their Landlord to notify the Landlord of their 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.

4.3. 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.

4.4. If the Cost of Living (Tenant Protection) (Scotland) Act 2022 is in force then there will be a maximum permitted rate of rent increase 3. This rent cap is temporary and applies to any rent increase proposed on or after 6 September 2022 until the cap is raised or the temporary rent cap measures are brought to an end. If the landlord can show an increase in certain costs associated with letting the property, they can apply to Rent

Service Scotland for the rent to be increased above the level set by the rent cap. Your landlord must inform you when they make this application. Full details of the emergency measures can be found at the link: www.mygov.scot/rent-cap-landlords.

5. Initial Payment of Rent and Deposit

5.1. The Tenant must pay to OpenRent on the signing of this agreement the amount of the Deposit and the first payment of Rent, unless the Tenant and the Landlord have agreed in writing a later date when payment may be made. The Tenant shall have no right to occupy the Designated Room and Shared Parts, until the first payment of rent and the Deposit or Deposit Replacement (as applicable) has been paid in full.

5.2. The Deposit will be paid to OpenRent and held under the terms of mydeposits Scotland ("mydeposits Scotland"), of which OpenRent is a registered member, in accordance with clause 5.6 below.

5.3. The first payment of Rent will be paid to OpenRent, and held by OpenRent up to a maximum of 14 days from the the start date of the tenancy, after which it will be paid to the Landlord with OpenRent's fees deducted where applicable.

5.4. The Tenant must pay all future Rent when it becomes due, either to OpenRent via Rent Now rent collection, or the Landlord directly; the Tenant will be notified in writing of the correct account details for payment. Further detail is provided in subsequent sections of this document and in OpenRent's Terms of Business.

5.5. The Deposit will be held in a Custodial Tenancy Deposit Scheme by mydeposits Scotland, which is the Government approved custodial scheme:

mydeposits Scotland
1st Floor Premiere House
Elstree Way
Borehamwood
Hertfordshire
WD6 1JH

Phone: 0333 321 9402

Fax No: 0845 634 3403

Email: businessdevelopment@mydeposits.co.uk

More information can be found in the [deposit scheme guide](#) and on the [mydeposits Scotland website](#).

5.6. Once the Deposit has been paid by the Tenant, OpenRent will promptly transfer the Deposit to mydeposits Scotland. OpenRent will aim to do this within 1 working day of funds clearing, and always within the 30 days required under the terms of the scheme. Once funds have cleared with mydeposits Scotland, the Deposit will be re-assigned to the Landlord's registered account with mydeposits Scotland.

5.7. At the end of the tenancy, howsoever it comes to an end, upon vacant possession of the Let Property and return of the keys, the Deposit shall be returned to the Tenant less such sum as the Landlord may reasonably require:

5.7.1. to pay any arrears of Rent;

5.7.2. to make good any damage to the Designated Room and Shared Parts and fixtures and fittings (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this agreement by the Tenant or the Tenant's failure to take reasonable care;

5.7.3. to make good any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Designated Room and Shared Parts (whether or not the Landlord consented to its presence);

5.7.4. to pay any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority;

5.7.5. to compensate the Landlord for any other breach by the Tenant of the terms of this agreement;

5.7.6. to pay any unpaid account or charge for water, electricity, gas, other fuels or utilities used by the Tenant in the Let Property;

5.7.7. to pay any unpaid council tax, telephone charges or other monies owed by the Tenant to the Landlord;

5.7.8. to compensate the Landlord for any reasonable cost incurred to clean the Designated Room and Shared Parts to the same standard as at the beginning of the tenancy;

5.7.9. to compensate the Landlord for the charges incurred by the Landlord's bank if any cheques or standing orders from the Tenant are not honoured by the Tenant's bank.

5.8. No deductions shall be made from the Deposit unless, or until, the reason for the nature of the deductions along with their amounts have been notified to the Tenant. Any dispute arising from the proposed deductions will be subject to mydeposits Scotland guidelines including use of the free and independent Alternative Dispute Resolution service where its use has been agreed by the Tenant and Landlord.

5.9. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this agreement on the ground that the Landlord, or OpenRent, holds the Deposit or any part of it.

5.10. 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](#).

6. Subletting and Assignment

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

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

7. Notification About Other Residents

7.1. 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.

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

7.3. 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.

7.4. 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).

7.5. The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, payable by the Landlord or the Landlords 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".

8. Overcrowding

8.1. 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.

8.2. 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.

9. Insurance

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

9.2. The Tenant is responsible for arranging any contents insurance which the Tenant requires for their own belongings. The Tenant's belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought into the Let Property by the Tenant.

10. Absences

10.1. The Tenant agrees to tell the Landlord if they are 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.

11. Reasonable Care

11.1. 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:

- 11.1.1. keep the Let Property adequately ventilated and heated;
- 11.1.2. 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;
- 11.1.3. not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- 11.1.4. prevent water pipes freezing in cold weather;
- 11.1.5. avoid danger to the Let Property or neighbouring properties by way of fire or flooding;
- 11.1.6. ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;
- 11.1.7. not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;
- 11.1.8. not interfere with door closer mechanisms.

12. The Repairing Standard etc. and Other Information

12.1. The Landlord is responsible for ensuring that the Let Property meets the Repairing Standard (described below).

12.2. The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard 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.

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

- 12.3.1. The Let Property must be wind and water tight and in all other respects reasonably fit for people to live in.
- 12.3.2. The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- 12.3.3. 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.
- 12.3.4. 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.
- 12.3.5. Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.

12.3.6. The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire.

12.3.7. The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas.

12.4. More detail on the Repairing Standard is available in the Private Residential Tenancy Statutory Terms Supporting Notes. 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, they 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.

12.5. The Repairing Standard does not cover work for which the Tenant is responsible due to their 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.

12.6. **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.

12.7. **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.

12.8. 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.

12.9. **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.

12.10. **Smoke detectors:** The Landlord must ensure that mains-powered smoke alarms or tamper proof long-life lithium battery 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.

12.11. **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).

12.12. **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.

12.13. **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.

12.14. **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.

13. Repair Timetable

13.1. 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.

13.2. 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').

14. Payment for Repairs

14.1. The Tenant will be liable for the cost of repairs where the need for them is attributable to their fault or negligence, that of any person residing with them, or any guest of theirs.

15. Information

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

15.1. gas safety certificate;

15.2. electrical safety inspection reports (EICR and PAT);

15.3. energy performance certificate (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

16. Legionella

16.1. 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.

17. Access for Repairs, Inspections and Valuations

17.1. 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.

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

18. Further Agreed Rights of Access

18.1. The Tenant agrees to permit the Landlord, and any superior landlord, or the Landlord's employees/agents at all reasonable times after giving the Tenant at least 24 hours' notice (except in an emergency):

18.1.1. to take gas, electricity or water readings;

18.1.2. to carry out the Landlord's obligations under this agreement;

18.1.3. to inspect the Let Property for the purpose of preparing an EPC and recommendation report for the Let Property or the building of which it forms part and the Tenant shall cooperate with the Landlord so

far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;

18.1.4. for any purpose mentioned in this Agreement or connected with the Landlord's interest in the Let Property;

18.1.5. to enter and view the Designated Room and Shared Parts with any prospective future Tenants or purchasers during the last 60 days of the tenancy.

18.2. If the Tenant fails to allow access and such failure causes the Landlord to incur costs, the Tenant shall be liable for all reasonable losses resulting as a consequence of the Tenant's failure to allow access to the Designated Room and Shared Parts.

19. Respect for Others

19.1. The Tenant, those living with them and their visitors must not engage in antisocial behaviour to another person. A person includes anyone in the Property, a neighbour, visitor, the Landlord, Agent or contract.

19.2. "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.

19.3. In particular, the Tenant, those living with them, and their visitors must not:

19.3.1. 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;

19.3.2. fail to control pets properly or allow them to foul or cause damage to other people's property;

19.3.3. allow visitors to the Let Property to be noisy or disruptive;

19.3.4. vandalise or damage the Let Property or any part of the common parts or neighbourhood;

19.3.5. leave rubbish either in unauthorised places or at inappropriate times;

19.3.6. 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;

19.3.7. harass any other Tenant, member of their 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.

19.4. In addition, the Tenant, those living with them, and their visitors must not engage in the following unlawful activities:

19.4.1. use or carry offensive weapons;

19.4.2. use, sell, cultivate or supply unlawful drugs or sell alcohol;

19.4.3. store or bring into the Let Property any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms.

19.4.4. use the Let Property or allow it to be used, for illegal or immoral purposes;

19.4.5. threaten or assault any other Tenant, member of their 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.

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

20. Equality Requirements

20.1. 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.

21. Data Protection

21.1. 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.

22. Ending the Tenancy

22.1. This Tenancy may be ended by:

22.1.1. 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, their 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.

22.1.2. 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, or if in effect one of the 3 additional, temporary grounds for eviction introduced by the Cost of Living (Tenant Protection) (Scotland) Act 2022. This can happen either:

22.1.2.1 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

22.1.2.2 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.

22.1.3. The Landlord can bring the tenancy to an end only if one of the eviction grounds in schedule 3 to the 2016 Act applies. For the period when the Cost of Living (Tenant Protection) (Scotland) Act 2022 is in force, 3 additional, temporary eviction grounds will apply. These have been temporarily added to schedule 3 of the 2016 Act.

22.1.4. If the Landlord serves a Notice to Leave on the Tenant, they must specify which eviction ground(s) is being used, and give the reasons why they believe this eviction ground applies.

22.1.5. 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.

22.1.6. 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.

22.1.7. 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 their 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.

22.1.8. 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.

22.1.9. The Landlord must secure repossession only by lawful means and must comply with all relevant

legislation affecting private residential tenancies.

23. Schedule 3 to the Act - Eviction Grounds

23.1. All eviction grounds are discretionary. This means that the First-tier Tribunal (Housing and Property Chamber) are able to exercise discretion and take into account the circumstances of a case when deciding whether to grant an eviction or not. Schedule 3 of the Act sets out the 18 grounds under which a Landlord may seek eviction.

24. Additional Tenant Responsibilities

The Tenant agrees:

24.1. Unless otherwise agreed in writing with the Landlord, to pay for all gas, electricity, water and sewerage services consumed on or supplied to the Property, and for all charges made for the use of the telephone (if any), TV licence (if any), TV service (if any), and Internet service (if any). This includes standing charges and other similar charges and VAT, as well as charges for actual consumption.

24.2. Unless otherwise agreed in writing with the Landlord, to pay the Council Tax in respect of the Let Property for the duration of the Tenancy regardless of legal liability for the Council Tax. If the Council Tax billing authority bills the Landlord for Council Tax for the Property and other property together, the Tenant agrees to pay a proportionate share of the Council Tax. If the Tenant qualifies for a discount or an exemption from Council Tax it is the responsibility of the Tenant to apply for this.

24.3. To keep the Designated Room and Shared Parts and the Landlord's contents in as good and clean state of repair and condition and decoration as the Designated Room and Shared Parts were in at the commencement of the tenancy and make good all damage and breakages to the Let Property (fair wear and tear excepted).

24.4. Not to remove any of the Landlord's contents from the Let Property save as is necessary for the Tenant to comply with their obligations contained in this agreement.

24.5. Not to damage the Let Property or the building nor damage the electrical or plumbing system.

24.6. Not to make any alteration to the Let Property without the prior written consent of the Landlord.

24.7. Not to decorate or change the style or colour of the decoration without prior written consent from the Landlord.

24.8. Not to damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the Landlord.

24.9. Where readily accessible, and with due regard to personal safety, to keep the drains, gutters and pipes of the Let Property free from obstruction and clear of any leaves or debris.

24.10. If applicable, to keep the garden, patio, paths, balcony or terrace, (if any), in a neat and tidy condition, swept where necessary and weeded. To maintain any lawns, trees and shrubs. Not to alter the layout of the garden.

24.11. To keep clean the windows inside and outside of the Let Property, where safe access is possible. Failure by the Tenant to take adequate precautions to prevent glass panes being cracked or broken will result in the Tenant having to pay for any ensuing damage.

24.12. If there are common parts to the building, not to obstruct, keep or leave anything in them.

24.13. To keep the exterior free from rubbish.

24.14. To place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided.

If necessary on refuse collection day to move the dustbin(s) to the collection point as required by the local Council.

24.15. Not to hang clothes or other articles on any balcony or out of any window.

24.16. To replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.

24.17. To work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.

24.18. To take reasonable precautions to prevent any damage to the Property resulting from 'freezing-up'. This includes ensuring the Property is adequately heated during periods of cold weather to ensure the water system does not freeze. In the event of failure by the Tenant to take such precautions, the Tenant shall pay to the Landlord the full cost of making good any ensuing damages.

24.19. To take all reasonable precautions to prevent condensation and damp by keeping the Let Property adequately ventilated and heated.

24.20. To use the Let Property solely for the purposes of a private residence for the Tenant and any other persons specially permitted by the Landlord to occupy the Let Property.

24.21. Not to use the Let Property for any immoral, illegal or improper purposes.

24.22. To make only reasonable use of the utilities and communications services consistent with ordinary residential use.

24.23. Not to keep any cat, dog (excluding guide dogs where reasonably necessary), bird or other pet or animal at the Let Property without the Landlord's written consent, such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to undertake, or alternatively pay for, a full clean of the Let Property with de-infestation cleaner upon termination of the tenancy.

24.24. Not to fix or suffer to be fixed to the exterior or windows of the Let Property any notice board, sign, advertisement poster or aerial without the prior written consent of the Landlord.

24.25. Not to install or change any door locks or alarm codes without the Landlord's prior express written consent (not to be unreasonably withheld), and agree that the Landlord should hold a spare set of keys. In the event of the loss of a key or other security device giving access to the Let Property, the Tenant agrees to pay any reasonable costs incurred by the Landlord as a result.

24.26. Not to erect external aerials or satellite dishes without the prior written consent of the Landlord.

24.27. Not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.

24.28. Not to do anything to or on the Designated Room and Shared Parts that has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 9. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements if requested to do so.

24.29. Not to undertake any activity that materially increases the risk of fire or other damage to the Designated Room and Shared Parts or its fixtures and fittings. This includes, without limitation, the storage of dangerous or flammable goods at the Designated Room and Shared Parts, leaving electrical appliances such as tumble dryers on while the Designated Room and Shared Parts are empty, or any other action that unreasonably increases the risk of damage.

24.30. To routinely test the operation of all smoke alarms and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.

24.31. To take all reasonable steps to protect the Let Property from frozen or burst pipes or other damage, if the

Let Property is left vacant for any period.

24.32. At the end of the tenancy, to vacate the Let Property immediately and give vacant possession.

24.33. At the end of the tenancy, to remove all of their furniture and other goods from the Let Property. The Tenant will be liable for damages to compensate the Landlord if the Tenant leaves items at the Let Property which prevent the Landlord from making use of or re-letting the Let Property, or if the Landlord incurs costs in relation to such items (for example, reasonable charges for removal or storage).

24.34. To return all sets of keys of the Let Property to the Landlord by 2pm on the day of vacating the Let Property, otherwise all reasonable costs of gaining entry to the Let Property and re-securing the Let Property will be borne by the Tenant.

24.35. To co-operate in the checking of any inventory and/or schedule of condition. The Landlord will bear the costs of preparing the inventory and/or schedule of condition and associated check-in or check-out report. The Tenant agrees to take all reasonable steps to ensure that such a report can be completed, and that if the tenant fails to take such reasonable steps they will be liable for any additional costs that arise which may include but are not limited to call-out fees from missed appointments, or any other such losses or costs.

24.36. Not to smoke inside the Let Property, or permit others to smoke inside the Property, without the Landlord's written consent. Such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice.

24.37. To provide a forwarding address at the end of the tenancy, if requested by the Landlord.

24.38. To forward any notice, order or proposal affecting the Let Property or its boundaries to the Landlord within 5 days of receiving it. The Tenant must not take any action regarding such notices or communications without the prior consent of the Landlord.

25. Furniture

If the letting includes the use of furniture and effects The Tenant will:

25.1. Not damage or remove from the Let Property any of the furniture or effects save as necessary for the Tenant to comply with their obligations contained in this agreement.

25.2. Make good all damage (except fair wear and tear) and breakages to the furniture and effects which may occur during the tenancy.

25.3. Leave the furniture and effects at the end of the tenancy in the same position as they were at the commencement of the tenancy unless agreed otherwise with the Landlord and save as necessary for the Tenant to comply with their obligations in this agreement.

25.4. Clean or pay for the cleaning of all carpets, curtains and any other parts of the Designated Room and Shared Parts or contents included in the letting which may have been soiled during the tenancy.

26. Miscellaneous

26.1. If the Let Property comprises part only of a building the letting shall include the use (in common with others) of access ways to and from the Let Property inside the building.

26.2. Where the Landlord's own title to the Let Property is leasehold and not freehold, the Landlord may themselves be a tenant under a superior lease. The Tenant agrees to perform and observe at all times during the tenancy the conditions and stipulations contained in the superior lease that were notified to the Tenant prior to the commencement of the tenancy.

26.3. If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

26.4. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

27. The Guarantor

27.1. 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.

27.2. It is hereby agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses.

27.3. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant the Guarantor hereby covenants with the Landlord that the Tenant will pay the Rent and comply with all the Tenant's obligations in this Agreement. In case of default by the Tenant, the Guarantor will pay the Landlord damages in respect of the Landlord's reasonable losses incurred as a result of that default.

27.4. As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.

27.5. This Guarantee is irrevocable and shall continue beyond the Guarantor's death (falling as a liability on the estate).

27.6. If the Tenant defaults or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor hereby agrees to pay damages to the Landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.

27.7. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.

27.8. If requested by the Landlord, the Guarantor agrees to provide written confirmation of their current address at the start of the tenancy and to notify the Landlord in writing if they move to a new address in the course of the tenancy.

Custom Clause Notice

The clauses defined under Custom Clauses below, have been written by the Landlord in agreement with the Tenant. The clauses have not been vetted by OpenRent, are not endorsed by OpenRent, and have been added against the explicit recommendation of OpenRent. OpenRent can not offer advice on the contents of this section and recommends independent legal advice is sought before agreeing to any clauses outlined in this section.

Note that individual terms and conditions in earlier sections of this agreement may be replaced or modified by the Custom Clauses set out below, with the exception of clauses 5.2 and 5.3 which are essential to the Rent Now process and cannot be modified or replaced.

Custom Clauses

Custom Clause 1. This is an example of a custom clause. If no custom clauses are specified, this page will be omitted from the contract.

Contract Digitally Signed By

Here is a list of people set out to sign the contract, and signatures where they have been collected.

Where signatures have been collected dates and times are displayed in Coordinated Universal Time (UTC).

The Tenant

Signature	Printed Name	Date Signed	Email (verified)	IP Address
<u>-</u>	Tenant		Visible once signed	

The Guarantor

Signature	Printed Name	Date Signed	Email (verified)	IP Address
<u>-</u>	Guarantor		Visible once signed	

The Landlord

Signature	Printed Name	Date Signed	Email (verified)	IP Address
<u>-</u>	Landlord		Visible once signed	