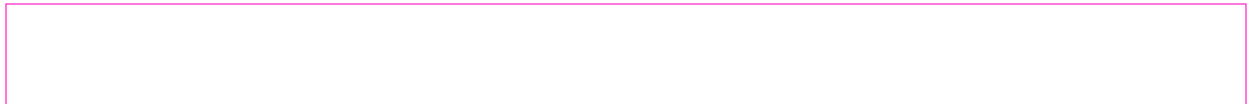




**XENIA
LETTINGS**

Private Residential Tenancy Agreement



This version of the Agreement is in place from March 2022 onwards



The private residential tenancy: know your rights

Your tenancy agreement

- Your tenancy is open-ended, which means it doesn't have a fixed length or a set date it will end. Your landlord cannot include an expected end date or minimum period in your tenancy agreement.
- If you are a joint tenant, all tenants are responsible for the rent, together and separately. This will apply for as long as the tenancy continues.
- To end a joint tenancy, all the joint tenants must agree to end it and give the landlord written notice that they want to leave. (You can transfer your interest in the tenancy to someone else, if you have your landlord's permission.) Your deposit and rent
- Your landlord can only increase your rent once in a 12-month period, and must give you at least three months' notice that they are going to do this. If you think an increase is unreasonable, you can ask a rent officer from Rent Service Scotland to make a decision on whether it is fair.
- It is against the law for a landlord or letting agent to charge a fee or premium, or enter into a loan arrangement with you, as a condition of granting, renewing or continuing your tenancy. They can only charge you rent and a refundable deposit, and the deposit must not be more than two months' rent.
- If you have paid a landlord a deposit, they must pay it into an approved tenancy deposit scheme, and give you further information about this within 30 working days of the start of your tenancy. This information should include, for example, the amount paid and the date it was paid, the address of the property, confirmation that the landlord is registered, and contact details for the scheme.
- If your landlord has not paid your deposit into the scheme within this 30-day timescale, you can take them to the First-tier Tribunal for Scotland (Housing and Property Chamber), where they could be told to pay you up to three times the value of the deposit. Repairs
- You can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if your home doesn't reach a minimum standard of repair (known as the repairing standard). Ending a tenancy
- Your landlord cannot end your tenancy without good reason. They can only end it by giving you 'notice to leave' for one or more of 18 reasons (grounds).
- If your landlord asks you to leave, they must give you:
 - ◆ 28 days' notice (if you have lived in the property for less than six months or the landlord is using one of the six 'behaviour' grounds); or
 - ◆ 84 days' notice (if you have lived in the property for more than six months and the landlord is not using the 'behaviour' grounds).
- If you want to leave, you must give your landlord 28 days' notice in writing. In your notice you will need to state the day you want the tenancy to end (this is normally the day after the notice period has ended).
- If you disagree with the reason given in the notice to leave given to you by your landlord, you do not need to leave your property until such times as your landlord has obtained an eviction order from the First-tier Tribunal (Housing and Property Chamber).
- If you think that your tenancy was ended unlawfully (for example, the landlord served you with a notice to leave on the grounds that they intended to sell the property, but then they let it to another tenant), you can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) The Tribunal can award you up to six months' rent. For more information on any of these rights, please see the relevant section of the following tenancy agreement.



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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.
- Eviction ground: one or more of the grounds named in schedule 3 of the Act on the basis of which an eviction order may be issued by the First-tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal").
- Eviction order: an order issued by the Tribunal which brings a private residential Tenancy to an end on a certain date.
- Fixed carbon-fuelled appliance: an appliance that is attached to the building fabric or connected to a mains fuel supply and burns fuel to produce energy.
- GDPR: the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- Guarantor: a third party, such as a parent or close relative, who agrees to pay rent if the Tenant doesn't pay it and meet any other obligation that the Tenant fails to meet. The landlord can take legal action to recover from a guarantor all 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 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, 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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1. PRIVATE RESIDENTIAL TENANCY AGREEMENT

TENANT:

Name(s) and Address(es):

Tenant 1 Name (No Title):

Home Address:

Email:

Telephone (mobile):

Higher Education Institution:

Course Enrolled:

Date of Birth: / /

Tenant 2 Name (No Title):

Home Address:

Email:

Telephone (mobile):

Higher Education Institution:

Course Enrolled:

Date of Birth: / /

("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.

GUARANTOR:

Name(s) and address(es)

Email address(es):

Telephone number(s):



2. LETTING AGENT

Name: Xenia Lettings Ltd
Address: Old Bank House, Market Place Manchester WA14 4PA
Telephone number: +44 (0)161 974 3575
Company Registration Number: 0869447
Email address: contact@xenialettings.com

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

Multi-Channel Marketing Unlimited Accompanied Viewing
Property Management Tenant Sourcing
Tenant Referencing Tenancy Creation
Deposit Handling Rent Collection & Arrears
Inventory Routine Inspections
Repairs & Maintenance Compliance Advice
Post Tenancy Check Out Inspection Complaint Resolution.
The Agent is the first point of contact for all of the above.

3. LANDLORD

Name (1): Landlord (1):

"the Landlord(s)"

Address (Landlord 1):

c/o Xenia Lettings Ltd
Address: Old Bank House, Market Place Manchester WA14 4PA

Email address(es): glasgow@xeniastudents.com

Landlord (1) **registration number:**



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:

the email addresses set out in clauses 1.

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

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

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

5. DETAILS OF THE LET PROPERTY

Address:

("the Let Property")

Type of property: Flat/Apartment

Any other areas/facilities included with the Let Property:

- Communal areas
- Laundry room
- Entrance area

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

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

If Scottish Ministers have designated the area that the Let Property is located in as a rent pressure zone, there will be a cap on the amount that the rent can be increased. You can check whether the Let Property shown above is located in a rent pressure zone on the Scottish Government's website <https://www.mygov.scot/rent-pressure-zone-checker/>

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



6. START DATE OF THE TENANCY

The private residential Tenancy will start on:

("the start date of the Tenancy")

7. OCCUPATION AND USE OF THE LET PROPERTY

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

8. RENT

The rent is £ which is due every 4 weeks and is payable in advance.

The first payment will be £ and will be for the sum of £ 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 in four weekly increments until notice is provided and any pro rata some will be advised and due in advance.

Method by which rent is to be paid: MyXenia Account www.myxeniestudents.com or via standing order which is paid every 4 weeks

(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:

- Ensuite Studio
- Communal Areas
- Laundry Room
- CCTV

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) 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. (when a deposit is paid in instalments then each instalment must be lodged within 30 working days of that instalment being paid).

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 £250 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 Letting Protection Scotland and their contact details are: 0330 303 0031.

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

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

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



Where the Tenant owes the Landlord an amount greater than the amount held by the Tenancy deposit scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant. More information can be found in the Tenancy Deposit Schemes (Scotland) Regulations 2011. (<http://www.legislation.gov.uk/ssi/2011/176/contents/made>)

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. Minor Tenants under the age of 18 will not be accepted as Tenants within the Let Property.

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

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

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

The Tenant will ensure that guests & visitors comply with all obligations & restrictions within this agreement.

The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, malicious damage (including damage from guests & visitors) 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.

The Tenant must adhere to the guest policy of three days. Care should be taken by the Tenant when allowing people into the building. The Tenant should only allow people whom they recognize as Tenants or guests into the building.

Care should be taken when allowing people to “tailgate” through locked doors allowing access to the building, compromising safety & security.

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 will not act in such a manner that invalidate any insurance policy for the building, its contents or which may entitle the insurers to refuse a claim or increase the insurance premium.

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.

Some landlords have an additional service providing cover to the Tenants contents. The excess fee is payable by the Tenant should a claim be made. Additional cover can be arranged should the Tenant so wish.

16. ABSENCES

The Tenant agrees to inform 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;
- 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 watertight 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 fire¹.
- The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas².

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.

[OCT 2020 TENANCY\SCOTTISH GOVERNMENT STATUTORY GUIDANCE FOR THE PROVISION.pdf](#)
[OCT 2020 TENANCY\HOUSING SCOTLAND ACT 2006 SCOTTISH GOVERNMENT.pdf](#)

ELECTRICAL SAFETY

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

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

SMOKE DETECTORS

The Landlord must ensure that mains-powered smoke alarms 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.

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 willfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property.

The Tenant must ensure that any appliances brought into the Let Property are compliant with current legislation.

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.

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

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 behavior listed above do not in any way restrict the general responsibilities of the Tenant.

22. EQUALITY REQUIREMENTS

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

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

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

The Landlord can bring the tenancy to an end only if one of the 18 grounds for eviction apply. If the Landlord serves a Notice to Leave on the Tenant, he or she must specify which eviction ground(s) is being used and give the reasons why they believe this eviction ground applies.

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

The amount of notice your Landlord must give you will depend on the eviction ground used. The notice period (during COVID-19 emergency procedures) will either be 6 months, 3 months or 28 days. Details of the amount of notice that your landlord must give you for each ground are detailed below:

Grounds that require 6 months' notice:

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

Grounds that require 3 months' notice:

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



Ground that requires 28 days' notice:

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

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, 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 14 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: -

- to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or
- to take no action and, after the 14-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

Should the Tenant fail to provide a complete Inventory (online or paper copy), the items within the Let Property will be deemed fit for purpose and recorded as so.

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 willfully 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

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.



Should the Tenant hold 'Student Status', the payment of council tax will be exempt.

27. UTILITIES

The Landlord agrees to make the necessary arrangements with the suppliers to settle all accounts for such services at the end of the tenancy. The tenant may be liable for the cost of any excessive overuse of the utilities provided, should the overuse be without justification and unreasonable in relation to similar properties.

28. ALTERATIONS

The Tenant agrees not to make any alteration to the Let Property, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.

Any request for adaptations, auxiliary aids or services under section 37 of the Equality Act 2010 or section 52 of the Housing (Scotland) Act 2006 must be made in writing to the Landlord and any other owners of the common parts, where appropriate.

Consent for alterations requested under this legislation should not be unreasonably withheld. If no consent is given for the adaptations you may appeal to the Tribunal in relation to section 52 (or sheriff court in relation to section 37) within 6 months of being notified of the decision.

Before doing this, you may find it helpful to discuss your circumstance with your local Citizens Advice Bureau, Shelter Scotland or the local authority for the area where the Let Property is situated.

29. COMMON PARTS

If the accommodation forms part of a larger building, the Tenant undertakes to join with the other proprietors of the said building, when applicable, in keeping the common close, stairway and the common garden (if any) pertaining to the said building in a clean and tidy condition, and to pay upon request the proportion of costs applicable to the accommodation of the cost of doing so. The Tenant is not permitted to access the roof. Nothing belonging to the Tenant or anyone living with the Tenant or their visitors may be left or stored in the common areas if such storage causes nuisance or annoyance to neighbours.

30. COMMUNAL GARDEN

The Tenant will respect & maintain any gardens or outside areas in a reasonable manner, supporting the cleaning operatives. Vandalism or misuse will not be tolerated.



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.

The Landlord will not be held liable should the negligence of hygiene within the Let Property impact the building by attracting rodents or insects.

33. STORAGE

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

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 shall not keep any pet in the accommodation unless he has obtained the prior consent of the Landlord in writing. Such consent shall not be unreasonably withheld. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the accommodation, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality



of the property. If the Tenant fails to exert reasonable supervision and control, the Landlord shall be entitled to withdraw his consent and request immediate removal of the pet. The Tenant undertakes to meet the cost of any damage or soiling to the accommodation caused by the pet including but not limited to de-infestation where required.

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

37. ADDITIONAL TENANCY TERMS

A) HOUSING BENEFIT

Where housing benefit is payable the Tenant will take all necessary steps to arrange for any payments to be made directly to the Landlord. The Tenant is liable to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to pay to the local authority in respect of Housing benefit which has been paid direct to the Landlord or his Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant. The Landlord shall be entitled to pursue the Tenant for any reasonable costs incurred as a result of the Tenant's failure to pay rent including but not limited to any charge for returned cheques or any reasonable costs incurred in pursuing the Tenant for payment of unpaid rent.

B) LANDLORDS OBLIGATION UNDER REPAIRING STANDARDS

For the avoidance of doubt, the Landlords repairing obligations under clause 18 should not be construed as requiring the Landlord to rebuild or reinstate the accommodation in the case of destruction or damage by fire or by tempest, flood or other unavoidable accident. Further the Landlord shall not be liable to the Tenant for the temporary deprivation of the occupancy of the accommodation by or through bursting, leakage or failure of gas, water and oil pipes or the choking, stoppage or overflow thereof or the failure, fusing or breakdown of electrical appliances from any cause or source whatsoever.

C) INSURANCE UNDERTAKING

The Tenant agrees not to do nor allow anything to be done to the accommodation which may render void or voidable any insurance policy held by the Landlord in relation to the accommodation or which may cause the premiums of said policy to increase. The Tenant also undertakes to reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant or persons residing or visiting with him in breach of this agreement.

D) LOCKS & BURGLAR ALARMS

The Tenant undertakes the following:



- Not to make or permit to be made any duplicate keys for the accommodation without prior consent from the Landlord or his Agent, which shall not be unreasonably withheld.
- Not to change, alter, add or otherwise damage any locks or bolts on the accommodation (except in the case of emergency) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the property, the Tenant shall promptly provide the Landlord or his Agent with an appropriate set of keys.
- Not to change any burglar alarm code (if any) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given the Tenant will promptly provide the Landlord or his Agent with the relevant new code. If any lock or bolt is installed or changed without the prior consent of the Landlord or his Agent the Tenant may be held responsible for the removal and making good any resultant damage to the accommodation or spoilage of decoration.
- The Landlord may deduct such costs at the termination of the Tenancy from the deposit under clause 11.

Take adequate precautions to keep the accommodation, including its external doors and windows, locked and secured, and any burglar alarm set, when the accommodation is empty. That the Landlord will retain a set of keys in order for the Tenant to obtain a duplicate set in the event of theft or loss or in the event that the Tenant gives express permission for the Landlord, or his appointed Agent/tradesmen, to gain access to carry out repairs. Such access will only be granted with the express permission of the Tenant, other than that of emergency. The Landlord undertakes that such keys will be kept in a secure place and shall be directly accountable for their security.

E) HOUSES IN MULTIPLE OCCUPATION - SPECIAL RULES

Where the Tenants have provided information to the Landlord or Letting Agent to the effect that the Tenants are members of the same family* but which information subsequently turns out to be false, and the Landlord has not consented in writing to let the accommodation to three or more Tenants who are not members of the same family* for the purposes of The Civic Government (Scotland) Act 1982 (Licensing of Houses in Multiple Occupation) Order 2000 ("the Order"),

*Being a member of the same family means that the Tenants are married to each other, or live together as a committed couple (including a same sex couple), or one of them is the parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece of the other.

Then the following provisions set out in clauses b) and c) will apply:-

- i) The Landlord will be entitled to take steps to terminate this agreement as a result of the Tenant's (or at the instigation of the Tenant, another person's) breach, either knowingly or recklessly of an implied term of the agreement to provide correct and truthful information to the Landlord or his Agent. This means that the Landlord will be entitled to proceed to seek possession of the accommodation in terms of clause 24 of this agreement.
- ii) The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court costs, together with any fines payable by the Landlord or his Agent as a result of the accommodation being, as a consequence of the Tenants breach, deemed an unlicensed or unregistered House in Multiple Occupation in terms of the order (as referred to in 37.5.a above). The Tenant may also be liable for other financial



losses sustained by the Landlord as a result of the provision of the false information and, should the Landlord (or Agent), be convicted by a criminal court for letting the accommodation without the relevant license as required under the order, the Tenant will be liable to legal action by the Landlord (or Agent) for civil damages in compensation.

F) LANDLORDS COSTS AND INTEREST

The Tenant agrees to pay the costs of any application for consent under this agreement whether or not such licence of consent is actually granted. The Tenant also agrees to meet all reasonable fees and outlays incurred by the Landlord including legal fees in pursuing payment from the Tenant of any arrears of rent or other charges or outlays payable under this agreement or pursuing any other remedial or enforcement action as a result of the breach by the Tenant of his obligations under this Agreement. All payments (including payments of rent in particular but without prejudice to the generality) due to the Landlord under or by virtue of this agreement shall bear interest at the annual rate of eight percent from the respective dates on which they become due until payment.

G) DEPOSIT

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

- Any damage caused, to the property, fixtures and fittings or any furniture provided as part of the Tenancy with the exception of fair wear and tear.
- Any costs incurred in replacing any items detailed on the ingoing inventory which have been lost or broken, or have disappeared during Tenancy.
- Any costs incurred in bringing the garden back to an acceptable standard at the termination of the Tenancy
- Any interest incurred due to the Tenant's late payments of rent or administrative or bank charges incurred by cheques not being met.
- Any unpaid bills including bills for utility services and local authority taxes.
- Any cleaning charges arising from the property not being properly maintained.
- Any amounts or rent, which shall remain unpaid.
- Any other costs arising from the Tenant's failure to fulfil the conditions of this Agreement

H) ADDITIONAL CHARGES

Any sets of keys not returned to the reception area within the building by the vacating date will be charged at your daily rental rate for the property until the keys are returned to our office.

Any cost for replacement door entry fob or car parking fob will be charged at the full replacement cost to the tenant (to be confirmed by the factor at time of replacement.)

KEYS MUST NOT BE POSTED LEFT IN ROOM OR HANDED TO RECEPTION

If a tenant does not vacate on the last day of their tenancy, they will be charged a daily rental rate until the property is returned to Xenia Lettings Ltd . If the landlord needs to apply to the First-tier Tribunal of Scotland for an eviction order the landlord is entitled to pursue the tenant for any eviction costs incurred by the landlord. If a tenant leaves their own items in the property after vacating, there will be a



reasonable charge made for the arranging of the removal of said items. Costs will be confirmed in writing if contractor attendance is required.

In regards to all of the above charges Xenia Lettings Ltd will send you an invoice with payment details, payable within 28 days or if your tenancy agreement ends before the 28 day period the outstanding charges will be deducted from your deposit shared equally between all tenants.

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

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.

Name(s) of Tenant(s) for whom Guarantor will act as Guarantor	
Guarantor Full Name (Block Capitals)	
Guarantor Address	
Guarantor Signature	
Date:	

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.

Tenant 1

Tenant Full Name (Block Capitals)	
Tenant Address	
Tenant 1 Signature	
Date:	

Tenant 2

Tenant Full Name (Block Capitals)	
Tenant Address	
Tenant Signature	
Date:	



Landlord

Landlord Full Name (Block Capitals)	
C/O Landlord Address	Bank House, Old Market Place, Manchester, WA14 4PA
Landlord Signature (Agent Signed on behalf of the landlord)	
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.