

Date:<<TYSTART>>

<<LNAME>>
<<LADD1>>
<<LADD2>>
<<LPSTCD>>

Dear <<TYAGNAME>>

I offer to rent to you joint and severally that property situated and known as

<<PADD1>>, <<PADD2>>. <<PPSTCD>>

as seen by you (hereinafter referred to as "the property") together with (a) the whole fixtures and fittings therein and (b) the whole contents therein as the same are listed in the inventory annexed and signed by me and you today as relative hereto, on the following conditions:-

1. The date of entry will be <<TYSTART>>. The let will run from that date until <<TYRENEW>>. The Lease shall continue monthly thereafter unless brought to an end by either party giving one months notice in writing to the other party.
2. You shall pay rent of <<TYRENTWORDS>> (£<<TYRENT>>) payable monthly in advance on the <<TYRENTDAY>>. If the rent has not been paid within 7 days of becoming due the Tenant will pay a late penalty charge of £30.00 and monthly interest at 4% over Bank Base Rate calculated from the date when the rent was due to the date of payment, plus £10.00 for each statement/demand letter issued by the landlord concerning non-payment or rent arrears.

In the event of a cheque or standing order being returned a charge of £30.00 will be levied to cover bank charges and administration costs. The aforementioned charge will be automatically deducted from the deposit unless paid by you with the rent. Notwithstanding the foregoing provision, you shall pay the first months rent upon acceptance of this letter. Thereafter, rent shall be payable by standing order to: **Arona Properties Ltd;**<<LBKNAME>>; **Sort Code:** <<LSRTCD>> ; **Acc no:** <<LACTNO>> .

3. You shall be responsible for all Council tax payments in respect of your or your family's occupation of the property during the period of this agreement. The Tenant is obliged to inform the Local Authority of the date of commencement and termination of this agreement. The Tenant will take over the gas, electricity, telephone and any other relevant services in their name and will, meet the cost of such take over at the commencement of this agreement and return to the Landlord at the expiry of the agreement. The Tenant warrants not to allow the telephone line to be lost or disconnected and in the event of this happening the Tenant will be liable for the full cost of line reinstatement. The Tenant undertakes to obtain a television license for any television used by them within the property.
4. You accept the property and the whole fixtures and fittings therein as being in good tenable order and repair. You shall pay the cost of all internal minor and running repairs, maintenance and renewals in respect of the property and the whole as fixtures and fitting therein, appropriate to the period of the let. You also accept that contents listed in the said Inventory as being in good condition and (where appropriate) proper working order. For the avoidance of doubt, the Tenants responsibility would include light bulbs, Hoover bags and fuses etc while the owners responsibility would be heavy white goods except in the circumstances of malpractice and your failure to take proper care of these.

5. A deposit of £<<TYDEPFULL>> will be lodged with the Landlord at the commencement of the Tenancy. The deposit will be held under the terms of an authorised tenancy deposit scheme, the details of which will be made available to the Tenant by the Landlord. No interest will be paid in respect of the deposit. The Landlord will retain the full deposit if the tenant does not stay for the entire period of this agreement.

The Landlord shall be entitled at the termination of the let to use the deposit to meet any outstanding sums or accounts due by you, the cost of repairing or replacing any of the contents which may have been broken, damaged or lost and the expense of making good any failure by you to fulfill any of the other conditions of the let, the balance of the deposit will be refunded not more than fourteen days following the expiry of the tenancy, subject always to you satisfying us that all charges due to Public Authorities for gas, electricity, telephone and other services have been paid. Under no circumstances can the deposit be used as rent.

6. On the first anniversary of the start of the rental period the landlord may review and increase the monthly rent by an additional sum to be agreed between the tenant and the landlord; expressed as a percentage of the monthly rent; on giving not less than one month's written notice of the revised rent which will become payable by the Tenant on the first rent payment date following the expiry notice.

7. The Tenant undertakes: -

1. to keep the property clean and properly aired, and the garden (if any) in neat and tidy order and the common entrance and staircase of the apartment block regularly cleaned in co-operation with the other occupants of the tenement. The Tenant will take their turn, with other occupiers, to clean the common parts of the property, for example, stair cleaning or where applicable the tenant will be responsible for the appropriate charge for stair cleaning and maintenance of the communal garden.
2. to have the windows, curtains and carpets regularly cleaned. Cleaning costs will be deducted from the deposit if items are not cleaned regularly ;
3. to keep the contents in good condition and proper working order, fair wear and tear expected and to return the said property and contents in the condition in which they were received;
4. to replace or repair any of the contents damaged, broken or lost through neglect, carelessness or willful damage on the part of the Tenant, any member of the Tenant's household or any visitor during the period of let;
5. to use the property as a residence for yourself only, and not otherwise;
6. not to alter, decorate or paint any part of the property without prior written consent;
7. not to mark or cut any part of the property. No screws are to be sunk into walls / ceilings;
8. not to stop or obstruct the waste pipes or drains. Blockages caused by food waste, hair etc will be charged for ;
9. not to keep dogs, cats or other pets without written consent;

10. not to use the accommodation for any illegal or immoral purposes;
11. not to use the accommodation as a base for any business purpose without the written consent of the Landlord;
12. not to allow any person occupying or visiting the house to cause nuisance or annoyance to neighbours or cause any nuisance or annoyance within the house;
13. not to commit or allow members of his or her family or visitors to commit any form of harassment or behaviour which might be construed as anti-social which may interfere with the peace or comfort of or cause offence to any other Tenant of the house, any neighbour or members of their household either in their accommodation or within the vicinity of their house;
14. not to cause or allow any member of his or her household or visitor to commit any act of violence or any form of harassment to any member of the Landlord's staff;
15. not to smoke, or have any naked flames (ie Candles, Oil burners etc) within the property. A fee of £200.00 will be charged for smoking within the property;
16. not to interfere with any equipment or services; to take full responsibility for aerial and satellite connections into the property;
17. not to interfere or misuse any fire precautions. Smoke alarms and fire fighting equipment should be tested on a weekly basis and registered on the Fire Safety Log Book. Any defect in the operation of the smoke / heat alarm system, fire doors or fire fighting equipment must be immediately reported to the Landlord or his Agents.
18. not to leave the house unoccupied for more than two weeks without prior notification to the Landlord. On any occasion when it is unoccupied to take all reasonable precautions to safeguard it and the contents ensuring that any security alarms are set;
19. not to leave the property empty from 1st November until 31st March without maintaining a sufficient level of heating in order to prevent frost damage to the domestic hot water and central heating system;
20. to give the Landlord immediate written notice of any damage to or defect (including vandalism) in the property and/or contents for which the Landlord is responsible;
21. to take all reasonable steps to ensure the Landlord is notified immediately of any emergency, including those involving the supply of gas, water and electricity and to ensure that emergency access can be gained by the Landlord or their representative;
22. to further agree that if the Landlord is informed or becomes aware of any emergency and the Tenant cannot provide access then the Landlord may gain access to the property, using forcible entry, if necessary;
23. to dispose of refuse in an appropriate manner and at the appropriate time;
24. to permit prospective purchasers, at any reasonable time and prospective tenants, at any reasonable time during the last two months of the let, to inspect the property and to display as the Landlord directs any sale or letting notice;

25. to permit the landlord or landlord's agent to inspect at any reasonable time during the let on reasonable prior notice and to provide facilities for the carrying out of any repairs or maintenance to or alterations of the property which I may consider necessary;
26. to send to the Landlord any notices, orders or documents which relate to or might affect the property together with any letters delivered to the property addressed to the Landlord;
27. not to remove any of the contents from the property;
28. not to change any door locks without my prior written consent and then only on condition that you deliver to the landlord a key for the new lock;
29. to remove all perishable goods from the refrigerator and freezer if applicable and to wash out the interiors with disinfectant, disconnect the electricity supplies, and leave the doors open, failing which to pay the cost of so doing;
30. to pay the Landlord the agreed cost of dilapidation's after taking into account for fair wear and tear;
31. not to use liquefied petroleum gas heaters within the property;
32. to do, cause or suffer nothing to be done which is in contravention of any of the terms contained in the Title Deeds of the property;
33. not to do anything or allow anything to be done which might invalidate any insurance of the property or its contents or increase the insurance premiums and to insure their personal effects against theft and damage by fire and flood;
34. to hand over all keys to the Landlord or his agent at the end of the tenancy period failing which to pay the cost of £75.00 for each door lock and £30.00 for each key that needs replacing;
35. to pay a fee of £50.00 in instances where the Landlord or their Agent is called out to allow a Tenant access into the property due to locking themselves out or loss of keys; A charge of £30.00 will be made per replacement key provided;
36. to take reasonable and prudent steps to adequately heat and ventilate the property in order to prevent condensation. Where such condensation may occur, to take care to wipe down and clean surfaces from time to time to stop the build up of mould growth or damage to the property, its fixtures and fittings.

Where a Tenant fails in any part of their common part responsibilities, the Landlord or his Agents may carry out those responsibilities and recover the cost from the Tenant.

8. You are prohibited from assigned Missives of Lease, or sub-letting or parting with possession of the whole or any part of the property.
9. The Landlord or his Agent undertakes:-
 1. to pay and indemnify the Tenant against all taxes, assessments and outgoings in respect of the property except: Charges for the supply of gas and electricity, light and power, and the use and rental of any telephone, any TV license and any Council Tax;

2. without prejudice to the terms of Condition 4 hereof, to keep the property in good condition and repair unless it becomes uninhabitable as a result of structural defect or damage;
3. to make good and replace any parts of the central heating/water system or smoke alarm which have become defective with the exception of light bulbs, electrical fuses, batteries, etc.;
4. to maintain adequate buildings insurance cover over the property on comprehensive terms and to insure the contents specified in said inventory. The Tenant shall be responsible for the insurance of any items introduced into the property during the currency of the Lease and, in particular, you shall be responsible for insuring your and your family's own jewellery, electronics and other valuables.
5. not to enter into the premises to carry out maintenance or repairs other than on twenty four hours notice with the exception of emergencies and also with the exception of entry with the Tenant's permission;
6. that in the event the Landlord requires to repossess the Tenant's accommodation, this will be done either by agreement or by lawful court procedures only;
7. to make available to Tenants a telephone to enable emergency calls to be made if necessary;
8. not to cause or allow any employee or other person visiting the property on their behalf to commit any act of violence or any form of harassment against any Tenant, any member of the Tenant's family or anyone else visiting the subjects of let;
9. to acknowledge their responsibility for ensuring that the Tenants comply with the relevant terms of the Tenancy Agreement and conduct themselves in a manner which does not interfere with the rights of neighbouring residents to enjoy a healthy, safe and peaceful occupation of their home;
10. to provide the Tenant a rent book where rent is paid weekly. This is to be retained by the Tenant. Otherwise, the Landlord will issue receipts for rent deposit and rental payments;
11. in conjunction with other proprietors, will keep the property, including associated buildings, land and gardens, in good repair and maintenance. The Landlord will keep in working order all installations provided including water and electricity supplies and keep in reasonable repair and fit for use all items of furniture and fitting provided, all to maintain the house in multiple occupation in a tenantable and habitable condition;
12. in the event of damage by acts of vandalism or other criminal activities, the Landlord will make good such damage, provided it is not carried out by the Tenant, a member of the Tenant's family or a Tenant's visitor and is also provided that the acts of vandalism and/or criminal activity is reported to the police by the Tenant or someone acting on the their behalf within twenty four hours of the incident;
13. to provide suitable and sufficient refuse facilities for the use of the Tenant. All arrangements for the disposal of refuse are to be made clear to the Tenant;
14. that furnishings provided for the Tenant are suitable for their purpose and comply with the current fire and safety regulations and any other relevant statutory legislation;

10. You agree:-

1. that if the rent is not paid within seven days of the due date or you are in breach of any of the other conditions of the let we shall be entitled to terminate the let by giving you seven days' written notice;
2. that you will remove from the property on termination of the let and not at any time create a protected tenancy in the property in terms of the Rent (Scotland) Act 1984 which would interfere with my right to vacant possession;
3. that a certificate by me, my agents or successors or their agents shall be sufficient to ascertain and constitute conclusively the amount due to me or my successors at the date of the Certificate in respect of rent, other outgoings, compensation for any damage done to the property or the loss of or damage done to fixtures, fittings and contents and in respect of any other sums payable by you in terms of this offer.

11. General Matters:-

1. if the monthly rent is unpaid seven days after becoming due (whether formally or not demanded) or any promise made by the Tenant is not complied with, then the Landlord may terminate the tenancy and recover possession of the property without prejudice to any right of action the Landlord may have against the Tenant arising from any breach of this agreement by the Tenant;
 2. the Landlord and then Tenant agree that if a court decides that any part of this agreement is invalid or unenforceable the rest of this agreement will still be valid and binding on the Landlord and Tenant;
 3. the Landlord grants the tenancy of the property to the named Tenant upon the condition that the Tenant holds insurance that the Landlord or his Agent considers adequate to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the furniture and fittings at the property as described in the attached inventory;
 4. at the end of the tenancy to co-operate with the Landlord and/or the Landlord's agent and arrange to be present at a mutually agreed time and date in order for the inventory to be checked, failing which to irrevocably accept the final inventory check as completed by the Landlord or his agent;
12. By your acceptance hereof you acknowledge that the tenancy hereby constituted may be brought to an end by an order for possession granted by the Sheriff on the application of me the Landlord in any of the circumstances set out in grounds 2, 8 or 11 to 16 inclusive of Schedule 5 of the Housing (Scotland) Act 1988, provided always that I, as Landlord have complied with Section 19 of the said Act.
13. You acknowledge by your acceptance hereof to have received a copy of this offer and acceptance duly signed by both parties.
14. I certify that this Lease is not a Lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the guidance note dated 30th June 1994 referring to Section 240 of the Finance Act 1994.

**IMPORTANT NOTES TO TENANTS
PLEASE READ THIS BEFORE SIGNING**

This is a legal and binding contract between Landlord and Tenant. You are recommended to seek legal advice from your advisor, or any organisation dealing in housing matters before you sign this agreement.

We advocate the use of plain English, and this document has been prepared such that people without knowledge of legal matters *should* be able to understand the contents.

Signed (*Landlord/Agent*)

Date <<TYSTART>>

We acknowledge to have received notice from you that the tenancy being offered is a Short Assured Tenancy within the meaning of the Housing (Scotland) Act 1988. We hereby accept your Offer of Lease and consent to registration of this document and any other certificate referred to therein for execution.

Signed(*Tenant*)

 <<TYAGNAME>> (*print name*)

Date <<TYSTART>>

Signed(*Tenant*)

 <<TYAGNAME>> (*print name*)

Date <<TYSTART>>

Signed(*Tenant*)

 <<TYAGNAME>> (*print name*)

Date <<TYSTART>>

Signed(*Tenant*)

 <<TYAGNAME>> (*print name*)

Date <<TYSTART>>