

TENANCY AGREEMENT

PARTIES

- (1) **Landlord:** **The Student Housing Company (Ops) Ltd**
Address: Management Office, Suite 8, Arran House, 5 Drysdale Road, EDINBURGH EH11 1FA
Telephone Number: 0131 201 2260
Email Address: arranhouse@thestudenthousingcompany.com
- (2) **Tenant:**
Address:
Telephone Number:
Email Address:
National Insurance No:
- (3) **Guarantor:**
Address:
Telephone Number:
Email Address:
Date of Birth:
National Insurance No:

AGREED TERMS

Room:

Flat:

Residence: Management Office, Suite 8, Arran House, 5 Drysdale Road, EDINBURGH, EH11 1FA

Period of Let: From 6th of September 2019 to 3rd July 2020

Total Rent: £6,708.00

Below are the charge details:

<u>Charge Name</u>	<u>Amount</u>	<u>Rent Payment Date</u>
1 st Rent instalment	£2,808.00	<u>30th August 2019</u>
2 nd Rent instalment	£2,652.00	<u>7th January 2020</u>
3 rd Rent instalment	£1,248.00	<u>23rd April 2020</u>

Rent to be Paid to The Student Housing Company (Ops) Ltd

Deposit: £250.00

Tenancy Deposit Scheme: Safe Deposit Scotland

Contents: The furniture, furnishings and any other items set out in the Inventory which is to be completed and signed by the Landlord and the Tenant when the Tenant occupies the Room.

Common Parts of the Residence: As referred to in Clause 1.2.

1. GRANT OF THE TENANCY

- 1.1. The Landlord agrees to let and the Tenant agrees to rent the Room for the Period of Let, together also in common with others, the Flat in the Building.
- 1.2. The Tenant shall have the right to use for access the entrance, lift (if any), staircase and landings of the Residence leading to the Flat and the Room (hereinafter referred to as the Common Parts of the Residence).
- 1.3. The Guarantor by his subscription hereto confirms that he is resident in the UK and agrees to guarantee the obligations of the Tenant under the terms of this Tenancy Agreement, including the requirement to pay rent and any other payments due in terms of this Tenancy Agreement.
- 1.4. The Guarantor confirms that he has had the opportunity to take independent legal advice in respect of his undertakings in terms of this Tenancy Agreement
- 1.5. The Guarantor guarantees as a separate and independent primary obligation, due payment and/or performance as the case may be of:-
 - a) all the Rent payable to the Landlord under this Tenancy Agreement;
 - b) any payment to the Landlord of any other monies due or to become due by the Tenant to the Landlord for the supply of amenities and other services by the Landlord to the Tenant pursuant to this Tenancy Agreement within the time period set out in the Tenancy Agreement;
 - c) the performance of all other obligations of the Tenant in terms of this Tenancy Agreement ; and
 - d) any monies due by the Tenant to the Landlord under this Tenancy Agreement for damage caused by the Tenant to the Room, Flat or Residence provided that the Guarantor's liability under this Clause shall be limited to the amount of the irrecoverable excess on the Landlord's insurance policy referable to the damage caused.

- 1.6. The Guarantor agrees to pay to the Landlord immediately on written demand any Rent or such other monies so payable by the Guarantor or to perform on demand all other obligations which the Tenant may fail to perform;
- 1.7. The Guarantor hereby agrees that the guarantee granted in terms of this clause shall not be affected by any time or other indulgence the Landlord may see fit to grant to the Tenant.
- 1.8. The Landlord reserves the right, at its option, not to allow the Tenant into occupation of the Room or Flat until this Tenancy Agreement has been subscribed by the Guarantor.

2. DEPOSIT

- 2.1. On completion of this Agreement the Tenant will pay the Deposit to the Landlord.
- 2.2. The Deposit will be submitted by the Landlord to the Scheme Administrator of an approved Tenancy Deposit Scheme under and in terms of the Tenancy Deposit Schemes (Scotland) Regulations 2011. The Landlord must apply to the Scheme Administrator for repayment of the deposit at the end of this Tenancy Agreement specifying the amount of the Deposit which should be repaid to the Tenant and the amount of the Deposit which should be repaid to the Landlord. In specifying the amount of the Deposit which should be repaid to the Landlord, the Landlord shall be entitled to include in such application all sums due by the Tenant to the Landlord under this Tenancy Agreement, including but without prejudice to the foregoing generality, any arrears of rent, charges incurred by the Tenant in terms of Clauses 4.4, 4.5, 4.7, 4.17, 4.18, 4.27, 4.30 and 8.4 of this Tenancy Agreement and any other outstanding obligations incurred by the Tenant under this Tenancy Agreement. Both parties acknowledge that the basis on which repayment of the Deposit shall be made including resolution of disputes in this respect shall be determined with reference to the provisions contained in regulations 24-39 inclusive of said 2011 Regulations. No interest is payable to either the Landlord or the Tenant in relation to the deposit.

3. TENANCY DEPOSIT SCHEME ARRANGEMENTS

- 3.1. The Deposit shall be held by

SafeDeposit Scotland

Burnswick House

51 Wilson Street

Glasgow

G1 1UZ

Email: info@safedepositscotland.com

Website: www.safedepositscotland.com

Telephone: 0845 604 4345

- 3.2. The Landlord will provide the Tenant with the information required under regulation 42 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 within 30 working days of the commencement of the tenancy.

4. THE TENANT'S OBLIGATIONS

RENT

- 4.1. The Tenant shall pay each instalment of the Rent by the specified Rent Payment Dates without set off whether demanded or not. **A 2% transaction charge will be applied by the Landlord to all payments made by way of credit card. Payment by way of American Express will not be accepted**
- 4.2. The concession by the Landlord to permit payment of the Total Rent to be paid by said instalments as specified is subject to the express requirement that each instalment is paid by the specified Rent Payment Date .
- 4.3. If the Tenant does not pay each instalment of the Rent by the relevant Rent Payment Date clauses 4.4 and 4.5 shall also apply.
- 4.4. If the Tenant does not pay the Rent on the specified Rent Payment Dates the Tenant will pay the Landlord on demand a £30 late payment charge. In addition a £10 charge will be made for each letter written to the Tenant or guarantor regarding arrears of rent.
- 4.5. The Tenant shall pay interest at the rate of 4% per annum above the base rate of National Westminster Bank Plc on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.6. The Tenant shall be responsible for obtaining and paying for any television licence required for any television and shall be responsible jointly and severally with other occupiers of the flat for any television in the flat.

- 4.7. Normal residential use of electricity, water and sewerage utility services is included within the Rent. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such services.
- 4.8. The Tenant shall be in breach of this agreement in the event of failing to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the Housing (Scotland) Act 1988 as amended or any other statutory or common law remedies available to recover possession of the Room.
- 4.9. If the Room or Residence is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Room is fit for occupation and use.

CONTENTS

- 4.10. On moving into the Room the Tenant shall check that the supplied Inventory is accurate, **and sign and** return one copy of it to the Landlord within 7 days of moving into the Room, failing which the Tenant accepts that it is accurate as supplied. The Tenant shall keep the Contents in good and clean condition and will not alter the Room or Flat or make any holes or affix anything to the walls, ceiling or floors of the Room or Flat and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory. The Tenant shall notify the residence manager of any problem in the first instance.
- 4.11. The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the repayment of the Deposit.

USE OF PROPERTY

- 4.12. The Tenant shall only use the Room and Flat for residential purposes and not for the purposes of conducting a business. The accommodation is provided for student accommodation only. It is for the occupation of the Tenant only and the Tenant shall not occupy the Room with any child. The Tenant confirms that the Room is not intended to be a matrimonial home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or the Civil Partnership Act 2004 nor will it become a matrimonial home during the Period of Let. The Tenant shall not run any trade or business from the Room or Flat. The Tenant must be enrolled as a student in a University at all times during the Period of Let and shall supply evidence of this to the Landlord at the time of signing the Tenancy Agreement and on request from

time to time during the Period of Let. The Tenant shall advise the residence manager if he/she ceases to be a student at any time and in that event shall vacate the Room immediately. The Tenant shall remain liable for all of his/her obligations under this Tenancy Agreement, including payment of the Rent, notwithstanding the Tenant's obligation to vacate the accommodation in terms of this sub clause.

- 4.13. The Tenant shall not keep any pets or any other animals in the Room.
- 4.14. The Tenant will not misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Room and Residence and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.
- 4.15. The Tenant shall not bring into or use in the Room, Flat or Residence any gas, paraffin, electric or other oil burning apparatus, any candles or incense burners nor flammable combustible materials or any chip pan or deep fat fryer. The Tenant will observe fire and safety precautions at all times. No cooking shall be carried out otherwise than in designated kitchen areas and with appliances provided by the Landlord.
- 4.16. The Tenant shall not make or have made any duplicate keys to the Room, Flat or Residence nor replace nor add any new locks to the Room, Flat or Residence. The Tenant shall report lost keys immediately to the residence office in person or by telephone, text or email.
- 4.17. The Tenant shall not damage any part of the Residence and shall pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the expenses incurred by the Landlord in making good damage to the Room, Flat or the Residence and/or replacing any fixture or fitting damaged therein which is caused by acts or omissions of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this agreement.
- 4.18. The expenses referred to in clause 4.17 above shall be apportioned as if:
 - a) The Tenant caused all damage to the Room (unless someone else admits causing the damage) and
 - b) All of the Tenants of the Flat jointly caused the damage to the untenanted parts of the Flat (unless someone else admits causing damage) and
 - c) All Tenants entitled to use the Common Parts of the Residence caused the damage to the Common Parts of the Residence (unless someone else admits causing the damage).
- 4.19. The Tenant shall not do anything to or in the Room that:

- a) causes a nuisance, annoyance or disturbance to neighbours within or beyond the Residence;
 - b) involves using the Room for immoral or illegal purposes; or
 - c) has the effect of invalidating the insurance that the Landlord has taken out for the Residence or its contents.
- 4.20. The Tenant agrees to adhere to and obey the Rules and Regulations of the Residence as may be varied from time to time and notified to the Tenant (such as in the Welcome Guide or the e- induction programme) or exhibited at the main office of the Residence or elsewhere on the site.
- 4.21. The Tenant shall be responsible for the conduct and behaviour of his/her visitors and for any damage caused by them.
- 4.22. The Tenant shall not leave the Room unoccupied for any period whatsoever without locking and securing all doors and windows. The Tenant must not leave the Room unoccupied for more than 7 days without notifying the residence manager.
- 4.23. The Tenant must not smoke (including the use of electronic or vapour cigarettes) in any part of the buildings unless in a designated smoking area
- 4.24. The Tenant may have visitors at reasonable times with reasonable frequency provided that the visitors do not cause any nuisance or annoyance to others. The Tenant may have a maximum of one overnight guest for a maximum of two nights in any one week, provided that this does not cause a nuisance or annoyance to others within the Residence
- 4.25. The Tenant must not keep any vehicle in their Room or Flat unless it is a wheelchair. For the purpose of this Agreement, 'vehicle' includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares

ASSIGNATION OR SUBLETTING

- 4.26. Only the Tenant is allowed to live in the Room. The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Room [without the prior written consent of the Landlord](#).
- 4.27. The Tenant, at the sole discretion of the Landlord, may be permitted to cancel the remaining term of this Agreement provided (a) he/she finds a suitable replacement tenant (and Guarantor if applicable) for the remainder of the term of the Agreement; and (b) the Tenant is not in arrears of any payments due in terms of this Agreement. Should the remaining term of the Agreement be more than 6 months the replacement Tenant (and Guarantor if applicable) will require to sign a fresh Agreement. Should the remaining term be 6 months or less, the Tenant and the replacement tenant (and Guarantor

if applicable) will require to sign a Deed of Assignment. The Tenant will pay to the Landlord the sum of £100 in settlement of their costs in drafting and executing said Deed of Assignment.

REPAIRS AND ALTERATIONS

- 4.28. The Tenant shall keep the interior of the Room clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and will jointly with the other Tenants of the Flat keep the shared areas of the Flat clean and tidy and in a similar condition.
- 4.29. The Tenant shall keep the inside of all windows that the Tenant can reasonably reach clean and will not tamper with the window opening restrictors or other fittings.
- 4.30. The Tenant shall promptly replace and pay for all broken glass in the Room or Flat where the Tenant or his/her visitors cause the breakage.
- 4.31. The Tenant shall not cause any blockage to the drains and pipes of the Room, Flat or Residence. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable.
- 4.32. The Tenant shall not make any alteration, addition, or redecorate the Room or any part of the Flat.

COUNCIL TAX

- 4.33. The Tenant shall within 7 days of the commencement of the Academic Term commencing in September provide to the Landlord a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the Council . If the Tenant ceases to be a student in higher education the Tenant will pay any council tax charge imposed or compensate the Landlord for such charges.

5. LANDLORD'S OBLIGATIONS

- 5.1. The Landlord shall provide the Tenant with suitable means of access to and from the Room, Flat and Residence.
- 5.2. The Landlord shall insure (or take steps to arrange insurance through a third party) the Residence and Contents against loss or damage by fire and other usual risks ("the Insured Risks"). The Landlord's insurance will not cover the Tenant's possessions. The Tenant shall insure his/her own possessions with

a reputable insurer. The Landlord shall not accept any liability for loss or damage to the Tenant's personal possessions.

- 5.3. The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 5.4. The Landlord shall allow the Tenant quiet enjoyment of the Room and Residence without any interruption by the Landlord for as long as the Tenant complies with the Tenant's obligations under the Tenancy Agreement.
- 5.5. The Landlord shall:
 - a) keep in repair the structure and exterior of the Residence (including drains, external pipes, gutters and external windows);
 - b) keep in repair and proper working order the installations in the Room and Residence for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences); and
 - c) keep in repair and proper working order the installations in the Room and Residence for space heating and heating water.
- 5.6. The Landlord shall keep in repair the cooker, fridge, freezer, microwave and electric shower (if these appliances are in the Room and/or Flat and provided by the Landlord).
- 5.7. The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise vibration or disturbance that may arise by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Residence or to any adjoining or adjacent property nor shall the Tenant be entitled to object to any interference with the access of light and air to the Residence caused by any such works or alterations or additions to any property (including the Residence) resulting therefrom.

6. ENDING THE TENANCY

6.1. The tenancy may be ended in any on of the following way:-

- a) On the death of the Tenant, the tenancy terminates automatically.
- b) By written agreement between the parties.
- c) By written notice by the Tenant to the Landlord not less than one month prior to either the end of the initial Period of Let or the end of any renewed period of let.
- d) By the Landlord serving Notice to Quit on the Tenant to the effect that the tenancy will come to an end on the date when it is due to expire in terms of this agreement.
- e) By the Landlord serving a Notice to Terminate on the Tenant, which the Landlord shall be entitled to do on one or more of the following grounds, in which event the tenancy shall end on the date specified in such notice:-

Ground 1

The house is subject to a heritable security granted before the creation of the tenancy and as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement.

Ground 2

At least three months rent lawfully due from the Tenant is in arrears.

Ground 3

The following conditions are fulfilled-

- (a) the Tenant has given a notice to quit which has expired; and
- (b) the Tenant has remained in possession of the whole or any part of the house; and
- (c) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (d) the Tenant is not entitled to possession of the house by virtue of a new tenancy.

Ground 4

The Tenant has persistently delayed paying rent, which has become lawfully due.

Ground 5

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 6

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the Tenant or any one of joint Tenants or any person residing or lodging with him or any sub-Tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a Tenant or a sub-Tenant of his, the Tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

In this Ground, "the common parts" means any part of a building containing the house and any other premises which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

Ground 7

The Tenant, a person residing or lodging in the house with the Tenant or a person visiting the house has-

- (a) been convicted of-
 - (i) using or allowing the house to be used for immoral or illegal purposes; or
 - (ii) an offence punishable by imprisonment committed in, or in the locality of, the house; or
- (b) acted in an anti-social manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- (c) pursued a course of anti-social conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "anti-social", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must

involve conduct on at least two occasions and "Tenant" includes any one of joint Tenants."

Ground 8

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the Tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

For the avoidance of doubt, it will be open to the Landlord to terminate the tenancy under this sub clause when the Tenant has broken or not performed any of the obligations under this Tenancy Agreement, including but not limited to the following circumstances:-

- the Tenant shall fail to pay any instalment of Rent in accordance with the terms of this Tenancy Agreement
- the Tenant's status as an enrolled student of a University shall terminate or be suspended for any reason whatsoever
- the Tenant is in breach of any of his obligations under this Tenancy Agreement
- the Tenant commits any offence or behaves in a manner which causes a nuisance to other persons or endangers the Room, Flat or any part of the Residence.
- the Tenant indulges in drunkenness or misuses drugs
- the Tenant uses the Room, Flat or any part of the Residence for any unlawful purpose
- the Tenant uses violent or threatening behaviour to any person in the Room , Flat or any other part of the Residence

The effect of such termination shall be to end the Tenancy Agreement but such termination shall not release the Tenant nor the Guarantor from any outstanding financial obligations.

7. LANDLORD'S RIGHT TO ENTER THE ROOM AND FLAT

7.1. The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Room and Flat on giving at least 24 hours' prior notice to the Tenant (immediately in the case of emergency):

- a) to inspect the condition and state of repair of the Room, Contents and Flat;
- b) to carry out the Landlord's obligations under this agreement;

- c) to carry out repairs or alterations to an adjoining Room or part of the Residence;
- d) to take gas, electricity or water meter readings; and
- e) to show prospective tenants or purchasers around the Room and Flat.

7.2. The Landlord has the right to retain a set of keys to the Room and Flat which shall only be used with the prior consent of the Tenant, except in an emergency.

8. EXPIRY OF THE TENANCY

8.1. At the end of the Period of Let of this Tenancy, the Tenant shall return the Room and the Contents to the Landlord in the condition required by this agreement together with all keys and door access fobs.

8.2. The Landlord has the right to recover possession of the Room if:

- a) the Tenancy has reached the end of the Period of Let; and
- b) the Landlord has served Notice to Quit on the Tenant;

8.3. The Tenant shall provide the Landlord with a forwarding address at the end of the Period of Let. Mail received thereafter will be "returned to sender".

8.4. The Tenant shall remove all personal possessions from the Room and Residence at the end of the Period of Let. If any of the Tenant's personal possessions are left in the Room and Flat after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will take reasonable steps to notify the Tenant at his/her last known address. If the items are not collected within 14 days of notice being given to the Tenant the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds and from the Deposit.

9. NOTICES

9.1. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- a) sent by first class post to the Landlord's address given in clause 9.4;
- b) left at the Landlord's address given in clause 9.4; or
- c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

9.2. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- a) sent by first class post to the Residence; or
- b) left at the Room or Residence.
- c) deleted

9.3. If a notice is given in accordance with clause 9.1 or clause 9.2 it shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by first-class post, on the second Working Day after posting; or
- c) if sent by fax or email at 9.00 am on the next Working Day after transmission.

9.4. The Landlord's address for service is The Student Housing Company, Management Office , Suite 1, Arran House, 5 Drysdale Road, EDINBURGH EH11 1FA

10. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

11. COMPLETION OF AGREEMENT

11.1. Declarations by Tenant. The signature of the tenant below confirms the following:-

- a) That the Tenant has not knowingly or carelessly given false or materially misleading information to the Landlord in connection with the obtaining of this tenancy; and
- b) That the Tenant made a full and true disclosure of all information sought by the Landlord in connection with the grant of this tenancy.
- c)

If the Tenant deliberately gives false information in order to obtain the grant of this tenancy this will constitute a material breach allowing the Landlord to end the tenancy.

11.2. Parties' Agreement. The signatures of the Tenant, Landlord and Guarantor below acknowledge that the parties have read and understood this agreement and agree to the tenancy of the accommodation on the terms and conditions contained in this Tenancy Agreement.

Signed for the Landlord

Name

Signature

Date

Witness

Name

Signature

Date

Address of witness

.....

Signed by the Tenant

Name

Signature

Date and Time

Witness

Name

Signature

Date

Address of witness

.....

Signed by the Guarantor

Name

Signature

Date and Time

Witness

Name

Signature

Date

Address of witness

.....