

LANDLORD HEAVEN
Private Residential Tenancy Agreement
Scotland — open-ended tenancy

Scottish Government Model Private Residential Tenancy Agreement (April 2024) used as the clause-parity specification. The official statutory supporting notes are supplied separately.

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Glossary and interpretation

Section 2: 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 determine rent matters referred under the statutory private residential tenancy procedure.
- Rent control area: an area designated by the Scottish Ministers under the rent-control framework inserted by the Housing (Scotland) Act 2025. Any designation and applicable cap must be checked for the property and relevant date.
- Statutory terms: the terms which apply to every private residential tenancy.
- Tenant: includes any joint Tenant or joint sub-Tenant (also see 'Jointly and severally liable' above)
- The Tribunal: the First-tier Tribunal for Scotland Housing and Property Chamber, the body which deals with all civil disputes arising from a private residential tenancy.
- The room standard: this is contravened when two people of opposite sexes, who are not living as husband and wife, have to sleep in the same room. This does not apply to children under 10. The rooms regarded as sleeping accommodation are defined as being 'of a type normally used in the locality either as a bedroom or as a living room'.
- The space standard: sets limits on the number of people who can occupy a house, relative to both the number and floor area of the rooms available as sleeping accommodation. For this purpose, children aged at least one but less than 10 count as half of a person, while children under the age of one do not count at all. Rooms of less than 50 square feet are not taken into account.

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

Key tenancy details

1. Tenant(s)

Jamie Fraser

5 Leith Walk, Edinburgh, EH6 8LN

Email: jamie.fraser@example.test Telephone: 07700 900731

3. Landlord

NAME AND ADDRESS	Fiona MacLeod 12 Marchmont Crescent, Edinburgh, EH9 1HN
CONTACT	0131 555 0187 / fiona.macleod@example.test
REGISTRATION	123456/230/01234

4. Communication

Formal communications will be made in writing by: **email**.

5. Details of the let property

ADDRESS	42 Warrender Park Road, Edinburgh, EH9 1EU
TYPE / FURNISHING	tenement flat / part-furnished
INCLUDED AREAS	Private cellar marked 42
SHARED AREAS	Common stair and shared rear garden
EXCLUDED AREAS	Locked owner cupboard in hall
RENT CONTROL AREA STATUS	not_designated
HOUSE IN MULTIPLE OCCUPATION	No
PERMITTED RESIDENTS	None other than the named tenant
MAXIMUM OCCUPANCY	2 people

6. Start date of the tenancy

The private residential tenancy will start on **1 September 2026**.

Model private residential tenancy terms

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 **£1050.00** per month, payable in advance.

The first payment of £0.00 will be paid on 01/09/2026 and covers 01/09/2026 to 30/09/2026. Thereafter £1050.00 must be received on 1st of each month. Payment method: Bank transfer.

Services included in the rent: Communal stair cleaning.

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 may use the current statutory referral process if the proposed increase is disputed. The Tenant must follow the current prescribed notice and referral instructions in force on the date of the notice.

If the Let Property is in a designated rent control area, the Landlord and Tenant must apply the cap, exemptions and challenge process in force for that area and date. The status recorded in the key details is a point-in-time statement and must be rechecked before any rent increase.

11. Deposit

The Landlord must lodge any deposit received with a tenancy deposit scheme within 30 working days of the start date of the tenancy. Each later instalment must be lodged within 30 working days of payment.

A deposit of £1050.00 is expected from Jamie Fraser. It cannot exceed two months' rent.

Protection pending: no protection date or reference is asserted by this agreement. After the deposit is received, the Landlord must lodge it with SafeDeposits Scotland, 1st Floor, 12-14 Shandwick Place, Edinburgh, EH2 4RG; contact 03333 213 136; safedepositsscotland.com within the applicable statutory deadline, record the actual protection date and reference, and give the required information to the Tenant.

Property: 42 Warrender Park Road, Edinburgh, EH9 1EU. **Landlord registration:** 123456/230/01234 (City of Edinburgh Council).

Potential deductions: Unpaid rent or other sums due, damage beyond fair wear and tear, missing items, and evidenced cleaning or replacement costs caused by breach..

Repayment must be requested through SafeDeposits Scotland. Either party may use the scheme dispute-resolution service if the proposed allocation is disputed.

Required deposit information: pending completion and delivery; this agreement does not state that it has already been supplied.

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.

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 for definition of "house in multiple occupation").

The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, 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.

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 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.

16. Absences

The Tenant agrees to tell 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 house meets the Tolerable Standard, including satisfactory fire and carbon monoxide detection.**

- The Let Property must be wind and water tight 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 satisfactory provision for, and safe access to a food storage area and a food preparation space.
- Common parts pertaining to the house can be safely accessed and used.
- Where a house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.

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.

Tenants must be advised of the following action to be taken should there be a smell of gas, or suspicion of a gas escape, or a carbon monoxide leak:

- **Open all doors and windows;**
- **Shut off the gas supply at the meter control valve;**
- **If gas continues to escape the National Gas Emergency Service should be called on 0800 111 999 – it operates 24 hours a day; and**
- **Any investigations or repairs must be carried out by a Gas Safe registered engineer.**

Electrical safety:

Landlords must ensure an electrical safety inspection comprising of periodic inspection and testing of the electrical installation and 'In-service inspection and testing of electrical equipment' (also known as PAT testing) is carried out by a suitably competent person before the property is let for the first time, and then at intervals of no more than five years.

Electrical inspection reports must be supplied to the tenant.

Additionally, landlords should advise tenants to test that the following devices operate when their integral test button is pressed at time intervals as specified:

- **Residual Current Devices (six monthly check)**
- **Smoke or heat detectors (weekly check)**
- **Carbon monoxide detectors (monthly check)**

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

Food storage and preparation:

Landlords must ensure that the tenant can safely access food storage and food preparation space. This includes appropriate space to store food, as well as space and an appropriate power source for the installation of a fridge and freezer or a fridge/freezer. The food preparation space must be appropriate and set out in a way that allows it to be used safely.

Access to common parts:

Landlords must ensure that any common parts pertaining to the house can be safely accessed and used. In relation to the obstructions and cleanliness of common areas, landlords are entitled to expect tenants to store possessions such as bicycles and pushchairs appropriately and dispose of rubbish properly, but if necessary items may have to be removed

Tenements and common doors:

Where a house is in a tenement and has common doors (or is designed to have common doors), the Landlord must ensure that these doors are secure and fitted with satisfactory emergency exit locks.

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;**
- **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.

Private landlords must advise tenants of control measures put in place and of their responsibility to help ensure they are maintained. Tenants must be advised:

- **Not to adjust the temperature setting of the hot water tank;**
- **To regularly clean and disinfect showerheads; and**
- **Inform the landlord if the hot water is not heating properly or if there are any other problems with the system.**

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

22. Equality requirements:

Under the Equality Act 2010, neither the Landlord nor the Tenant may unlawfully discriminate, harass or victimise a landlord, prospective landlord, tenant or prospective tenant in relation to the tenancy on the basis of age, disability, sex, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, or sexual orientation. Nothing in this term alters the statutory exceptions or the allocation of duties under that Act.

For conduct on or after 1 May 2026, the Landlord, Letting Agent and anyone acting for them must also comply with the Scottish rental-discrimination rules concerning people who have children and people who receive benefits. Affordability may be assessed, but income from benefits must be considered and any conditions must be applied without unlawful discrimination.

23. Data Protection

The Landlord must comply with the requirements of the Data Protection Laws to ensure that the Tenant's personal information is held securely and only lawfully disclosed.

24. Ending the tenancy

This Tenancy may be ended by:-

- **The Tenant giving notice to the Landlord**
- **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:-**
- **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:-

- **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 eviction grounds in schedule 3 to the 2016 Act applies.

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 a Landlord must give the Tenant will depend on which eviction ground is being used by the Landlord and how long the Tenant has lived in the Let Property.

The Landlord must give the Tenant 28 days' notice if, on the day the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let

Property for six months or less, or if the eviction ground (or grounds) that the Landlord is stating is one or more of the following. The Tenant:

- **is not occupying the Let Property as his or her only or principal home**
- **has breached the tenancy agreement**
- **is in rent arrears for three or more consecutive months**
- **has a relevant criminal conviction**
- **has engaged in relevant antisocial behaviour**
- **has associated with a person who has a relevant conviction or has engaged in antisocial behaviour.**

The Landlord must give the Tenant 84 days' notice if, on the date the Tenant receives the Notice to Leave, the Tenant has been entitled to occupy the Let Property for over six months and the Notice to Leave does not rely exclusively on one (or more) of the eviction grounds already mentioned in this paragraph.

The Landlord must secure repossession only by lawful means and must comply with all relevant legislation affecting private residential tenancies.

SCHEDULE 3 to the act – Eviction Grounds

All eviction grounds are discretionary. This means that the First-tier Tribunal (Housing and Property Chamber) are able to exercise discretion and take into account of the circumstances of a case when deciding whether to grant an eviction or not.

Schedule 3 sets out the 18 grounds under which a Landlord may seek eviction.

- **The Landlord intends to sell the Let Property for market value within three months of the Tenant ceasing to occupy it.**
- **Let Property to be sold by the mortgage lender.**
- **The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property.**
- **The Landlord intends to live in the Let Property as his or her only or principal home.**
- **The Landlord intends to use the Let Property for a purpose other than providing a person with a home.**

- The Let Property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed; the Let Property has previously been used for that purpose; and the Let Property is required for that purpose.
- The Tenant is not occupying the Let Property as his or her only or principal home or has abandoned the Let Property.
- After the start date of the tenancy, the Tenant is convicted of using, or allowing the use of, the Let Property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the Let Property. The application must usually be made within 12 months of the Tenant's conviction.
- A member of the Landlord's family intends to live in the Let Property as his or her only or principal home.
- The tenancy was entered into on account of the Tenant having an assessed need for community care and the Tenant has since been assessed as no longer having such need.
- The Tenant has breached the tenancy agreement – this excludes the payment of rent.
- The Tenant has acted in an antisocial manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring.
- The Tenant is associating in the Let Property with a person who has a relevant conviction or who has engaged in relevant antisocial behaviour. A relevant conviction is a conviction which, if it was the Tenant's, would entitle the Tribunal to issue an eviction order. Relevant antisocial behaviour means behaviour which, if engaged in by the Tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour.
- Landlord registration has been refused or revoked by a local authority.
- House in Multiple Occupation (HMO) license revoked by the local authority.
- Overcrowding statutory notice in respect of the Let Property has been served on the Landlord.
- The Tenant is in rent arrears over three consecutive months. In deciding whether it is reasonable to evict, the Tribunal will consider whether the Tenant being in arrears is due to a delay or failure in the payment of a relevant benefit and the extent the landlord has complied with pre-action protocols for rent arrears as required by the Coronavirus (Recovery and Reform) (Scotland) Act 2022.
- The tenancy was granted to an employee and the Tenant is no longer an employee.

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, attached as Schedule 1 to this Agreement, 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 7 days from the start date to notify the Landlord in writing of discrepancies; otherwise the Tenant will be deemed satisfied with it.

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 wilfully 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

The Tenant will notify the local authority that they are responsible for paying the council tax and any other associated 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.

27. Utilities

The Tenant undertakes to place the accounts for **gas, electricity, broadband and council tax** in their name with the relevant supplier and to pay all sums due for those supplies during the tenancy.

The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services at the end of the tenancy.

The Tenant has the right to change supplier if he or she pays the energy supplier directly for gas or electricity. This includes if the Tenant has a prepayment meter. The Tenant agrees to inform the Landlord if they choose to change the utilities supplier, and to provide the Landlord with details of the new supplier.

If the Tenant allows the meter to be changed from or to a pre-payment meter during the tenancy, the Tenant is responsible for the reasonable cost of changing the meter back over at the end of the tenancy, unless the Landlord wishes it to remain.

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

In the case of a flatted Let Property, or any other Let Property having common parts the Tenant agrees, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway and to co-operate with other proprietors/properties in keeping the garden, back green or other communal areas clean and tidy.

30. Private garden

The Tenant will maintain the garden in a reasonable manner.

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.

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 neighbours.

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 will not keep any animals or pets in the Let Property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common areas, nuisance either to neighbours or in the locality of the Let Property.

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

No additional discretionary terms are included in this standard agreement.

38. The guarantor

No guarantor provision is included in this standard agreement.

39. Declarations

By signing and taking entry to the Let Property, the Tenant confirms that they made full and true disclosure of information sought in connection with the tenancy, did not knowingly or carelessly make a false or misleading statement affecting the decision to grant it, and read and understood this Agreement and the accompanying statutory supporting notes.

Execution

By signing, each party confirms that they have read and agree to this written agreement.

Tenant: Jamie Fraser	
Signature	Date

Landlord: Fiona MacLeod	
Signature	Date

This document should be reviewed in full before signature. Keep the signed agreement, inventory and all prescribed information together.

Inventory & Schedule of Condition

Property Contents and Condition Record - Scotland

42 Warrender Park Road, Edinburgh, EH9 1EU

Instructions: This inventory should be checked carefully against the property, contents, fixtures, fittings, and photographs at the inspection. The landlord (or agent) and tenant should sign and date it and keep copies with the tenancy records.

The tenant should review the document promptly and return any written comments or corrections as soon as reasonably practicable, ideally within 7 calendar days of check-in or receipt.

This document may later be used as evidential material when considering condition, cleanliness, missing items, damage, fair wear and tear, and any proposed deposit deductions.

Part A: Property Information

Property Address	42 Warrender Park Road, Edinburgh, EH9 1EU
Landlord / Agent	Fiona MacLeod
Tenant(s)	Jamie Fraser
Inspection / Inventory Date	1 September 2026
Inspection Clerk	_____

Meter Readings at Start of Tenancy

Gas Meter	01321.4 m3
Electricity Meter	028991 kWh
Water Meter	Not metered

Part B: Condition Rating Guide

Rating	Description
Excellent	As new or nearly new condition, no marks or wear
Good	Light wear consistent with normal use, fully functional
Fair	Moderate wear, some marks or minor damage, fully functional
Poor	Heavy wear, visible damage, may need attention
N/A	Not applicable or not present

Part C: Room-by-Room Inventory

Complete the following for each room. Add additional sheets if required.

Living Room / Lounge

Item	Condition	Notes / Description
Walls	_____	_____
Ceiling	_____	_____
Flooring	_____	_____
Windows	_____	_____
Curtains/Blinds	_____	_____
Light Fittings	_____	_____
Sofa	_____	_____
Armchairs	_____	_____
Coffee Table	_____	_____
TV Stand/Unit	_____	_____
Other:	_____	_____

Kitchen

Item	Condition	Notes / Description
Walls	_____	_____
Flooring	_____	_____
Worktops	_____	_____
Cupboards	_____	_____
Oven/Hob	_____	_____
Extractor Hood	_____	_____
Fridge/Freezer	_____	_____
Washing Machine	_____	_____
Dishwasher	_____	_____
Microwave	_____	_____
Kettle/Toaster	_____	_____
Sink & Taps	_____	_____

Bedroom 1 (Master)

Item	Condition	Notes / Description
Walls	_____	_____
Ceiling	_____	_____
Flooring/Carpet	_____	_____
Windows	_____	_____
Curtains/Blinds	_____	_____
Bed Frame	_____	_____
Mattress	_____	_____
Wardrobe	_____	_____
Chest of Drawers	_____	_____
Bedside Tables	_____	_____

Bedroom 2

Item	Condition	Notes / Description
Walls	_____	_____
Ceiling	_____	_____
Flooring/Carpet	_____	_____
Bed Frame	_____	_____
Mattress	_____	_____
Wardrobe	_____	_____
Chest of Drawers	_____	_____
Other:	_____	_____

Bedroom 3

Item	Condition	Notes / Description
Walls	_____	_____
Ceiling	_____	_____
Flooring/Carpet	_____	_____
Bed Frame	_____	_____
Mattress	_____	_____
Wardrobe	_____	_____
Other:	_____	_____

Bathroom

Item	Condition	Notes / Description
Walls/Tiles	_____	_____
Ceiling	_____	_____
Flooring	_____	_____
Bath	_____	_____
Shower	_____	_____
Toilet	_____	_____
Sink & Taps	_____	_____
Mirror/Cabinet	_____	_____
Towel Rail/Radiator	_____	_____
Extractor Fan	_____	_____

Hallway / Entrance

Item	Condition	Notes / Description
Walls	_____	_____
Ceiling	_____	_____
Flooring	_____	_____
Front Door	_____	_____
Coat Hooks/Stand	_____	_____
Smoke Detector	_____	_____
CO Detector	_____	_____

Additional Rooms / Areas

For additional bedrooms, studies, utility rooms, or other spaces not listed above:

[illegible]

Part D: Keys and Access Devices

Item	Notes / Details
Front Door Keys	Number issued: 2
Back Door Keys	_____
Window Keys	_____
Mailbox Keys	_____
Access Cards/Fobs	Details: 1
Garage/Shed Keys	_____
Other (specify)	_____

All keys, fobs, and access devices must be returned at the end of the tenancy. The cost of replacing lost keys will be charged at the current replacement cost.

Part E: General Notes and Observations

Record any additional observations, pre-existing damage, or special notes here:

Part G: Signatures

By signing below, the parties confirm that this inventory has been inspected and is intended to record the condition and contents of the property at the relevant inspection date, subject to any written comments attached or sent shortly afterwards.

Landlord / Agent	Tenant
Name: _____	Name: _____
_____ Signature	_____ Signature
Date: _____	Date: _____

Important: The tenant should notify the landlord or agent promptly in writing of any discrepancy, omission, or comment so the tenancy file can be updated. This inventory should be read together with the tenancy agreement, photographs, meter records, and any later check-out report.