

**WILLIAM CAOLA PROPERTIES**  
**PRIVATE RESIDENTIAL TENANCY AGREEMENT**

under section 10 of the Private Housing (Tenancies) (Scotland) Act 2016

**Property Address**  
**Start date**

**1. TENANTS**

|                                                 |  |
|-------------------------------------------------|--|
| <b>Tenant Room 1</b> Full Name (Block Capitals) |  |
| Address                                         |  |
| Telephone number                                |  |
| e-mail                                          |  |

|                                                 |  |
|-------------------------------------------------|--|
| <b>Tenant Room 2</b> Full Name (Block Capitals) |  |
| Address                                         |  |
| Telephone number                                |  |
| e-mail                                          |  |

|                                                 |  |
|-------------------------------------------------|--|
| <b>Tenant Room 3</b> Full Name (Block Capitals) |  |
| Address                                         |  |
| Telephone number                                |  |
| e-mail                                          |  |

|                                                 |  |
|-------------------------------------------------|--|
| <b>Tenant Room 4</b> Full Name (Block Capitals) |  |
| Address                                         |  |
| Telephone number                                |  |
| e-mail                                          |  |

**Where this is a joint tenancy, the term “Tenant” applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable for all of the obligations of the Tenant under this Agreement.**

We do not hold a tenant liable for unpaid rent or damages from other tenants in the joint property of let.

**2. LANDLORD**

**William O C Caola**

**Business Address:** 6 Normanton Road, Clifton, Bristol, BS8 2TY, UK

[enquire@studentflat.com](mailto:enquire@studentflat.com)

Tel:(+44) 7831508763



**Landlord Registration Number: 139281/230/18090**

### 3. COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using

- ☐ the e-mails set out in clauses 3 and 1.  
☐ Hard copy by personal or recorded delivery

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

To ensure all emails can be received and read in good time, the Landlord(s) and Tenant(s) agree to inform each other as soon as possible of any new email address which is to be used instead of the email address notified in this Agreement. If sending a document electronically or by recorded delivery post, the document will be regarded as having been received 48 hours after it was sent, unless the receiving party can provide proof that he or she received it later than this. This extra delivery time should be factored into any required notice period.

### 4. DETAILS OF THE LET PROPERTY

**Address: ....**

This is a fourth floor flat with an internal staircase. The communal areas within the flat are two bathroom/ shower rooms, and a large kitchen diner. The flat is fully furnished and equipped as detailed in the Inventory. Wi-fi and all services are included in this agreement.

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

**The Let Property is a House in Multiple Occupation (HMO).**

**HMO 24 Hour Emergency contact number: 07831508763**

**HMO Licence expiry date: 30 April 2018**

The Let Property is **fully furnished**. See the Inventory and Record of Condition for further details.

### 5. START DATE OF THE TENANCY

The private residential tenancy will start on ..... September 2018

### 6. 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.

### 7. RENT PAYMENT

Rent can be paid by (a) calendar month, (b) semesterley, or by (c) twice yearly payments in advance. **The maximum amount of rent which can be paid in advance is 6 months' rent.**

| EXAMPLE        | ROOM 1<br>£ | ROOM 2<br>£ | ROOM 3<br>£ | ROOM 4<br>£ | PAYMENT DATES                                                                                                                                                                                                                           |
|----------------|-------------|-------------|-------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CALENDAR MONTH |             |             |             |             | 1 <sup>st</sup> September<br>On or before 1 <sup>st</sup> of each calendar month thereafter                                                                                                                                             |
| SEMESTERLEY    |             |             |             |             | 1 <sup>st</sup> September<br>and then subsequently on or before 1 <sup>st</sup> of each 4 month period<br>thereafter: 1 <sup>st</sup> Jan, 1 <sup>st</sup> May...                                                                       |
| TWICE YEARLY   |             |             |             |             | 1 <sup>st</sup> September<br>and then subsequently on or before 1 <sup>st</sup> of each 6 month period<br>thereafter 1 <sup>st</sup> March...<br>£50 reduction for early payment by 1 <sup>st</sup> Aug, 1 <sup>st</sup> Feb thereafter |

Our preferred method by which rent is to be paid is standing order through the bank  
**but rent may be paid using another method if it is reasonable in the circumstances** eg Transferwise  
We do expect correct payment, and do not accept bank charges.

The following services are included in the rental amount noted above:

Wi-fi, Telephone (but not call charges)

Gas and electric

Washing Machine

Communal stair cleaning

#### 8. LATE RENT PAYMENTS

The Landlord will be entitled to pursue the tenant for any reasonable costs incurred as a result of failure to pay on time, including legal costs if appropriate.

#### 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 the amount which remains outstanding, or confirmation that no further amount remains outstanding.**

#### 10. RENT INCREASES

**The rent cannot be increased more than once in any twelve month period and the Landlord must give the Tenant at least three months' notice before any increase can take place. In order to increase the rent, the Landlord must give the Tenant a rent-increase notice, the content of which is set out in 'The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017'. The notice will be sent using the communication method agreed in the 'Communication' clause above.**

**Within 21 days of receiving a rent-increase notice, the Tenant can refer the increase to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable, unless the property is located in a rent pressure zone (RPZ). Before submitting a referral to a rent officer for rent adjudication, the Tenant must complete Part 3 of the rent-increase notice and return it to his or her Landlord to notify the Landlord of his or her intention to make a referral to a rent officer. Failure to return Part 3 to the Landlord will mean that the rent increase will take effect from the date proposed in the notice. If the Let property is located within a rent pressure zone, the Tenant cannot refer a rent increase to a rent officer as Scottish Ministers will have set a cap on the maximum amount the rent can be increased.**

#### 11. DEPOSIT

**The Deposit secures the tenancy. The Landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 working days of the start date of the tenancy.**

**A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Ministers to hold and protect a deposit until it is due to be repaid.**

A deposit of £600 will be paid by each Tenant to the Landlord.

The Landlord will issue a receipt for the deposit to the Tenant.

No interest shall be paid by the Landlord to the Tenant for the deposit.

**By law, the deposit amount cannot exceed the equivalent of two months' rent and cannot include any premiums. For example, charging for an administration fee.**

**The scheme administrator is Safe Deposits Scotland, Lower Ground, 250 West George Street, Glasgow, G2 4QY**

Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out work or performs any other obligation for which the Tenant is responsible, the Landlord can apply for reasonable costs to be deducted from any deposit paid by the Tenant. This would include cases where a tenant has not paid all of the rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.

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

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

## **12. SUBLETTING AND ASSIGNATION**

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

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

## **13. NOTIFICATION ABOUT OTHER RESIDENTS**

**If a person aged 16 or over (who is not a Joint Tenant) occupies the Let Property with the Tenant as that person's only or principal home, the Tenant must tell the Landlord in writing that person's name, and relationship to the Tenant.**

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

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)  
**This property has an HMO Licence for 4 Tenants with rooms of single occupancy**

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".

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. **This property has an HMO Licence for 4 Tenants with rooms of single occupancy**

## **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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').

#### **18. 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.

#### **19. INFORMATION**

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

- gas safety certificate;
- electrical safety inspection reports (EICR and PAT);
- energy performance certificate (unless the Tenant is renting a room with shared access to a kitchen, bathroom and living area).

#### **20. 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.

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

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.

## **22. 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.

## **23. 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.**
  - **By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds and then, if the Tenant chooses not to leave on the day after the notice period expires, subsequently obtaining an eviction order from the Tribunal on the stated eviction ground(s). In this case, the tenancy will come to an end on the date specified in the eviction order.**

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

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

**The amount of notice 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 at least 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 at least 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**

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

**Mandatory Eviction Grounds** If the Tribunal is satisfied that any of the mandatory eviction grounds exists, it must issue an eviction order. The eight mandatory grounds are:

- 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.

**Discretionary Eviction Grounds:** Even if the Tribunal is satisfied that a discretionary ground exists, it will still have discretion on whether to issue an eviction order. The eight discretionary grounds are:

- 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.

#### **Eviction grounds with both a mandatory and a discretionary strand.**

These two eviction grounds have both a mandatory and a discretionary strand, so the Tribunal will have discretion over whether to issue an eviction order in some circumstances, but not in others:

- The Tenant is in rent arrears. (This ground is mandatory if, for three or more months, the Tenant has been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears are at least one month's rent. The Tribunal must also be satisfied that the arrears are not due to a delay or failure in the payment of a relevant benefit. This ground is discretionary if the Tenant has been in arrears of rent for three or more months, and on the first day the Tribunal considers the case, the arrears are less than one month's rent and the Tribunal is satisfied that it is reasonable on this basis to issue an eviction order. 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.)
- The tenancy was granted to an employee and the Tenant is no longer an employee. (This ground is mandatory if the application for eviction was made within 12 months of the Tenant ceasing to be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.)

**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.**

#### **24. CONTENTS AND CONDITION**

The Tenant agrees that the signed Inventory and Record of Condition, [attached as Schedule 1 to this Agreement/ which will be supplied to the Tenant no later than the start date of the tenancy] is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the 'start date of the tenancy' section) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

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.

## 25. USE OF ADHESIVES

The tenant agrees not to apply any adhesives, sticky tape or other sticky materials to the internal or external walls of the Let Property

## 26. CONDENSATION

The Tenant undertakes to take all reasonable steps to adequately heat and ventilate the Let Property in order to help prevent condensation, and to keep window vents open at all times.

## 27. TESTING SMOKE ALARMS

The Tenants will be responsible for testing smoke, heat and carbon monoxide detectors to ensure they are in working order. The Tenant must inform the landlord immediately if they identify any faults with the detectors, Regular checks will also be carried out by the landlord or his representative.

## 28. LOCAL AUTHORITY TAXES/CHARGES

The Landlord will notify the local authority that the Tenant is 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.

## 29. UTILITIES

In this property the Landlord is supplying and paying all utilities and they are included in the rent.

## 30. COMMON PARTS

In the case of a flatlet 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.

In this property the landlord is paying the contract for this work, and it is included in the rent.

## 31. 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.

## 32. 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. This includes bikes.

## 33. PETS

This flat is not suitable for pets and permission will not be granted

## 34. SMOKING

This is a non smoking flat. Permission will not be granted to smoke on the premises.

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the Let Property, The Tenant will not smoke in stairwells or any other common parts.

## 35. SECURING THE PROPERTY

The Tenant must take adequate precautions to keep the Let Property locked and secured.

### 36. RETENTION OF KEYS BY THE LANDLORD

The Landlord has a Masterkey and replacement keys in the event of theft or loss or that the tenants give permission for the Landlord or appointed agent or tradespersons to gain access to carry for repairs.

### 37. REPLACEMENT OF KEYS

In the event that the tenant loses keys to the Let Property, or fails to return keys at the end of the Agreement, the tenant will be required to meet the costs of replacing keys and changing locks.

### 38. DATA SHARING

The Landlord may share details about the performance of obligations under this Agreement by the Landlord and Tenant, past , present and future known addresses with credit and reference providers, and local authority council tax departments, to help prevent dishonesty, and for administrative and accounting purposes.

### 39. THE GUARANTORS

The Guarantor guarantees all payments of rent, any other obligations under this Agreement, and any other payments due to the Landlord which the Tenant is required to pay under this Agreement, and liability continues in respect of any payment due but not paid even after the termination of this Agreement or any alteration to this Agreement.

For data protection guarantor details will be stored separately.

#### 40. DECLARATIONS

In signing this Agreement and taking entry to the Let Property, the Tenant confirms that he or she:

- has made full and true disclosure of all information sought by the Landlord or Letting Agent in connection with the granting of this tenancy
- has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.
- read and understood all of the terms of this Agreement including the accompanying legal commentary.

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 1 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Passport/ EU Identity Number      |  |
| Date                              |  |

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 2 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Passport/ EU Identity Number      |  |
| Date                              |  |

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 3 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Passport/ EU Identity Number      |  |
| Date                              |  |

|                                   |  |
|-----------------------------------|--|
| <b>Tenant 4 Signature</b>         |  |
| Tenant Full Name (Block Capitals) |  |
| Tenant Address                    |  |
| Passport/ EU Identity Number      |  |
| Date                              |  |

|                                     |                                                |
|-------------------------------------|------------------------------------------------|
| <b>Landlord Signature</b>           |                                                |
| Landlord Full Name (Block Capitals) | WILLIAM OLIVER CHRISTIAN CAOLA                 |
| Landlord Business Address           | 6 Normanton Road, Clifton, BRISTOL BS8 2TY, UK |
| Date:                               |                                                |

Private residential tenancies are not subject to the Requirements of Writing (Scotland) Act 1995, so this Agreement can be 'signed' by the Tenant(s) and Landlord(s) typing their names into the electronic document and sending it by email if all parties agree to this. Licence v3.0 except where otherwise stated. To view this licence, visit [nationalarchives.gov.uk/doc/engovernment-licence/version/3](https://nationalarchives.gov.uk/doc/engovernment-licence/version/3) or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: [psi@nationalarchives.gsi.gov.uk](mailto:psi@nationalarchives.gsi.gov.uk)

A physical copy will be signed on arrival at the start of the Tenancy so all signatures will be on the same lease.