

GUIDANCE NOTES FOR USE OF MODEL SHORT ASSURED TENANCY AGREEMENT

The model Short Assured Tenancy Agreement has been prepared by the City of Edinburgh Council and can only be used for private sector tenancies which began on or after 2 January 1989.

It should **not** be used by resident landlords i.e. where landlords and tenants reside in the same accommodation.

It is designed as a model short assured tenancy. A landlord should be able to recover possession at the end of the tenancy if the correct formalities are met to establish and terminate the tenancy.

By law, tenants must be provided with a written Tenancy Agreement and this must be supplied free of charge.

THINGS TO DO BEFORE THE TENANCY AGREEMENT IS SIGNED

AT5 Notice

A special notice, an AT5 Notice, **must** be given to each prospective tenant **prior** to the creation of the tenancy. If this AT5 Notice is not served prior to the tenancy, the tenancy will not be a Short Assured Tenancy with special rights of recovery. An original AT5 Notice is completed by the landlord or agent and each tenant should acknowledge receipt of this by signing a separate declaration. Provision has also been made for the date and time of both landlord and tenant signature to be inserted on the declaration. The tenant should retain the original AT5 Notice. If the tenant does not receive the AT5 Notice prior to the signing of the agreement, the tenancy agreement will default to an assured tenancy. The landlord should therefore get the declaration signed that the tenant has received the AT5. The landlord should keep a copy of the signed AT5 for their records.

Example

Three tenants are about to share a flat

The landlord requires three AT5 Notices which he should complete. Each Tenant should individually sign a declaration.

SPECIAL NOTICE GIVING PRIOR INTIMATION OF THE GROUNDS FOR REPOSSESSION

In order for a landlord to gain possession of his property on certain special grounds he must serve notice giving prior intimation of his right to recovery under grounds 1–5 in Part 1 of schedule 5 of the Housing (Scotland) Act 1988. This notice must also be issued to each tenant in advance of signing the lease. Tenants should sign this notice and both landlord and tenants should keep a copy of the notice.

SIGNING THE TENANCY AGREEMENT

The agreement can be used where the accommodation is let either to one household (i.e. single person, couple or family) or let as a House in Multiple Occupation (HMO) (i.e. three or more unrelated households).

Both landlord and tenant(s) should sign two copies of the lease, one to be kept by the landlord and one to be kept by the tenant(s). Where more than one tenant is named on the lease, each tenant should take a copy of the lease.

EXPLANATION OF THE CLAUSES

The following advice and guidance is given in relation to some of the more important clauses contained in the Tenancy Agreement.

CLAUSE 1 – PARTIES

LANDLORD

The full name and postal address of the landlord together with a contact telephone number should be inserted. Anyone who owns residential property in Scotland which is let must be registered with the local authority where the property is located. Insert your Landlord Registration Number in the space provided. For more information about Landlord Registration go to www.landlordregistrationscotland.gov.uk. Where a managing agent is used, their details must also be added to the lease.

HMO 24 HOUR CONTACT NO.

It is an HMO licensing condition that tenants have a 24-hour contact telephone number for their landlord/agent to use in an emergency.

TENANT

Each and every adult tenant who resides in the accommodation and pays rent should have their full names entered here. Where the accommodation is let to more than one person the term 'the tenant' means each and all of them, and all obligations in this agreement shall bind the named tenants 'jointly and severally' to the terms of the agreement. Where accommodation is let to a family, children over the age of 16 should only be put on the tenancy agreement if they are to be joint and severally liable for the rent and other tenancy obligations.

CLAUSE 2 - SUBJECTS

The full postal address of the accommodation to be let should be inserted. Where only one room in the accommodation is being let, this should clearly be identified by number or position within the building. If the accommodation is to be let as furnished accommodation, landlords should prepare an inventory, (see clause 7) which should be checked with the tenant at the start of the tenancy and then be signed by both landlord and tenant and attached to the lease.

CLAUSE 3 - COMMENCEMENT AND DURATION

A short assured tenancy **must** initially be for a term of not less than six months as laid out in the Housing (Scotland) Act 1988, section 32 (1) (a). This is the absolute minimum period. If the initial period is less than six months an assured tenancy agreement will be created. There is no special right of recovery of possession with an assured tenancy agreement. This model short assured Tenancy Agreement renews itself on a monthly basis after the initial term.

CLAUSE 4 – RENT & OTHER CHARGES

This clause identifies the amount of monthly rent due and when it is payable. It also advises on how any changes of rent will be notified to the tenant. Tenants charged a weekly rent must also be provided with a rent book.

CLAUSE 6 - DEPOSIT

Deposits are generally appropriate where there is furniture or other contents supplied with the house. **The maximum amount of deposit which may be requested is the equivalent of 2 months rent** as laid out in the (Rent (Scotland) Act 1984 section 90 (3).)

Deposits must be paid into a tenancy deposit scheme as required by the Tenancy Deposit Schemes (Scotland) Regulations 2011.

Visit the [Scottish Government](#) web pages for more information about Tenancy Deposit Schemes.

CLAUSE 7 - CONTENTS

The inventory of contents should be checked with the tenant at the start of the tenancy. The inventory should be signed by the landlord and tenant.

CLAUSE 8 - LOCAL AUTHORITY TAXES

The model short assured Tenancy Agreement in its present form makes the tenant responsible for payment of Council Tax. If the tenant is not to be responsible for payment of council tax, landlords should delete this clause.

CLAUSE 9 - HOUSEHOLD BILLS

It is always advisable to ensure that all accounts are immediately put into the incoming tenant's name.

CLAUSE 11.6 – COMMON PARTS

This clause advises tenants of their responsibilities towards stair cleaning/garden maintenance etc.

CLAUSE 11.7 - Tenants should never have access to roofs.

CLAUSE 11.8 – REFUSE

This clause advises tenants of their responsibilities towards the correct and appropriate way to dispose of refuse.

CLAUSE 12 – RESPECT FOR OTHERS

This is an important clause as it requires tenants and their visitors or guests to behave and not to cause nuisance or other antisocial behaviour towards their neighbours or in the locality of the accommodation. Landlords have particular antisocial behaviour duties as laid out in the Antisocial Behaviour etc. (Scotland) Act 2004.

CLAUSE 14 – ACCESS

It is both good practice and a condition of HMO licensing to give tenants at least 24 hours notice in writing, except in emergencies, if you are planning to inspect the property.

CLAUSE 15.1 – THE REPAIRING STANDARD

Chapter 4 of Part 1 of the Housing (Scotland) Act 2006 establishes the Repairing Standard. It is a landlord's duty to ensure that a house meets the Repairing Standard at the start of the tenancy and at all times during it. The landlord (or someone authorised by the landlord) must inspect the house before the tenancy starts, in order to identify work necessary to meet the Repairing Standard, and must notify the tenant of any such work. A tenant who believes that the landlord has failed to comply with the duty to meet the Repairing Standard will be able to apply to the Private Rented Housing Panel. For more information about the Repairing Standard and the Private Rented Housing Panel visit www.prhpscotland.gov.uk .

CLAUSE 18 – ENDING THE TENANCY

The procedure for ending a tenancy is complicated. You are strongly advised to seek advice on the correct procedure to be followed when terminating the tenancy.

Landlords should read the contents of the model short assured Tenancy Agreement carefully as it places obligations on both landlords and tenants.

If you are an HMO landlord and require advice on meeting tenancy management conditions of the HMO licensing scheme please contact the Enforcement and Licensing team on 0131 469 5395 or hmo@edinburgh.gov.uk

Important:	The City of Edinburgh Council will accept no liability for any loss incurred as a result of using the model short assured tenancy agreement. You should consult a solicitor if you are in any doubt as to the implications of this document.
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