

THE LANDLORD: Landlord's name and address

THE AGENT: Easylets Ltd, 7 South Tay Street, Dundee, DD1 1NU

THE TENANTS(S): Tenants' names and home addresses

THE SUBJECTS: Address of property for rent

PLEASE NOTE THAT YOUR SIGNATURE ACCEPTING THE FOLLOWING OFFER OF LEASE WILL RESULT IN A LEGALLY BINDING CONTRACT AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THE ACCEPTANCE.

I (hereinafter referred to as "the Landlord") hereby make you (hereinafter referred to as "the Tenants") an offer of lease on the following terms and conditions:-

1. The subjects of let will be the un/furnished dwelling house/flat at **address of property** (hereinafter referred to as 'the Subjects'), belonging to **landlord's name**.
2. The tenancy will be from/...../2013 (hereinafter referred to as "the Date of Entry") to/...../2014 (hereinafter referred to as "the Date of Termination"), both days inclusive.
3. The tenancy will be subject to the terms and conditions specified in the Schedule of Terms and Conditions annexed and signed as relative thereto.
4. The rent will be **amount in words (amount in figures)** Sterling per calendar month, payable monthly in advance, the first being made before **date of entry**. The rent will be subject to review annually by the Landlord.
5. The Tenants shall pay a deposit of **amount in words (amount in figures)** Sterling before taking entry (hereinafter referred to as "the Deposit").

ACCEPTANCE

I hereby accept the above offer.

Tenant's Signature.....Print name.....Date.....

Tenant's Signature.....Print name.....Date.....

Witness's Signature.....Print name.....Date.....

Agents' Signature.....Print name.....Date.....

THIS AGREEMENT is made on/...../2015, between **landlord's name**, one part (hereinafter referred to as the Landlord) and **tenants' names**, the other part (hereinafter referred to as the Tenants). IT IS AGREED as follows:

SCHEDULE OF TERMS AND CONDITIONS

1. The Tenant acknowledges that he has already received notice from the Landlord in the form prescribed by The Short Assured Tenancies (Forms) (Scotland) Regulation 1988, and that the tenancy hereby created is a short assured tenancy as defined in the Housing (Scotland) Act 1988. A copy of the said notice is annexed and signed as relative hereto. The tenant also acknowledges having received a copy of this Lease.
2. The Rent shall be paid monthly by Standing Order. The first payment of rent will be made not later than the Date of entry.
3. The minimum Term of the lease shall be from the date of entry until the date of Termination ("the Minimum Term"). If the lease has not been terminated at the Date of Termination by two months prior written notice having been given by the Landlord to the tenant, or by two months prior written notice having been given by the Tenant to the Landlord, the lease will continue on a month to month basis until terminated as aforesaid. The Tenant will not be entitled to terminate this lease during the Minimum Term of the Lease. If the Tenant removes from the subjects of Let without the consent of the Landlord which consent shall not be unreasonably withheld or delayed, without notice, or before the expiry of any notice as aforesaid, then:-
 - (a) the Landlord will be entitled immediately to resume possession of the subjects of Let.
 - (b) The Tenant will remain liable for the whole Rent so as far as unpaid for the whole remainder of the period of let during the Minimum Term for all other obligations herein contained: and
4. In addition to the rent, the Tenant shall pay the cost of all electricity and gas and any proportion of the telephone rental and the cost of all telephone calls during the tenancy in relation to the Subjects.
5. (a) The Tenant shall have no responsibility for the insurance of the subjects (except for the Tenant's personal effects).
(b) The Tenant shall be responsible for payment of all local authority charges in respect of the Subjects during the Tenant's occupancy, including the Council Tax.
6. The deposit will be placed in a deposit guarantee scheme as selected by the Agent or Landlord and will be held by the selected deposit scheme for the duration of the tenancy. The Deposit will be repaid to the Tenant at the end of the tenancy in accordance with the relevant deposit guarantee scheme conditions and subject to deduction (which deductions shall be reasonable in the opinion of the Landlord) in respect of the properly incurred and reasonable cost of repair of any damage caused to the Subjects by the Tenant, the replacement of items lost within the Subjects, and the employment of cleaners or other maintenance personnel in relation to any damage caused within the Subjects.
7. At the Date of Entry, the electricity, gas and telephone accounts will be in the name of the Tenants for the duration of the tenancy period.
8. The subjects of let will include the garden ground.
9. The Tenant shall occupy the property continuously during the period of the tenancy solely as a private dwelling house, assignees and sub-tenants being excluded, but declaring that the Tenant shall undertake to advise the Landlord of any period during the tenancy when the Tenant will be absent for a period exceeding seven days.
10. The Tenant shall keep the garden and surrounds in a tidy and clean condition and shall leave the same in the like condition at the termination of the tenancy and if it is found that the garden has not been kept in a tidy condition and the Landlord has to engage a gardener to remedy this then the Tenant shall be liable for the cost involved.
11. The Tenant undertakes that during the currency of the tenancy the occupants will refrain from any conduct which would give rise to annoyance of any kind in the neighbourhood. If there should be any grounds for complaint from neighbouring occupants the Landlord will be entitled to treat the tenancy as terminated and require the Tenant to remove from the premises.
12. The Tenant agrees to give the Landlord or the Landlord's representatives facilities at any time on reasonable notice to inspect the flat and to allow reasonable access for prospective tenants or purchasers viewing the subjects of let.
13. The Tenant agrees to keep all rooms in the house properly aired and fired throughout the tenancy (subject to any period during the tenancy when the Tenant has notified the Landlord that the Tenant shall be absent from the Subjects) and if the house is left unoccupied for any period during the winter months the Tenant will ensure in addition that the water is turned off to avoid burst pipes. The Tenant shall not use paraffin or calor gas heaters in the house. No ventilators will be blocked or disconnected.
14. The Tenant shall not keep any pets in the premises without the Landlord's permission.
15. The Tenant will not do or allow to be done any action or omission or keep on the premises anything which would or might invalidate any insurance policy for the premises.
16. If the Tenant should fall into arrears with the rent and without prejudice to any other remedies which the Landlord may have in terms of this Agreement if it is necessary for the Landlord or his agents to write to the Tenant regarding rent arrears then there shall be a £5.00 minimum charge for each letter or phone call made to the Tenant or his/her agent.

17. Should the subjects be occupied by more than one Tenant then each Tenant shall be jointly and severally liable for payment of all rent, rates and any other charges relative to the property.

18. Notice is hereby given in terms of the Housing (Scotland) Act 1988 that before the creation of the tenancy hereby granted the Landlord granted a heritable Security over the subjects hereby let and if the Debtor defaults under the Security such that the Creditor is entitled to sell the subjects hereby let the Sheriff may be asked to make an Order for possession of the subjects hereby let and thus put an end to the tenancy hereby created.

19. At the termination of the tenancy the Tenant shall vacate the premises and shall remove all contents belonging to him, and shall make payment to the Landlord for any reasonable damage caused to the subjects of let or their contents caused through such removal. Where fixtures and fittings installed by the Tenant cannot be removed without causing damage to the fabric of the building, they will become the property of the Landlord. Any moveable items remaining in the premises after the termination of the tenancy may be disposed of by the Landlord as he sees fit and any sum realised thereby may be applied (after deduction of any costs incurred) towards any outstanding liability of the Tenant to the Landlord under the tenancy or otherwise.

20. (a) The Tenant shall keep the house, furnishings and effects in good and clean condition and shall not damage the walls of the rooms by hanging or fastening any pictures or decorations without previous permission and the Tenant shall not decorate, paint or otherwise alter the interior of the house without previous permission which permission will not be unreasonably withheld or delayed. If any of the carpets become stained or require cleaning then the Tenant undertakes to consult the Landlord before attempting to remedy or clean such marks. At the end of the tenancy the Tenant shall leave the flat in as clean a condition as when the Tenant took occupancy and if the Landlord (in his reasonable opinion) requires to engage a cleaner to have this work done the Tenant shall be liable for the reasonable and properly incurred cost involved.

(b) The obligations of cleaning includes an obligation to sweep and wash any common passage and stairs in the building of which the subjects to let form part.

21. The Tenant and any visitors are prohibited from smoking anywhere on the premises.

22. The Landlord or the Landlord's agents or tradesmen shall have a right of access to the premises whenever necessary for any proper reason, on twenty four hours notice, except in the case of emergency where no notice will be required.

23. The Landlord will be liable for all repairs to the property, except when caused by damage or negligence on the tenant's behalf.

24. The Tenant consents to the Landlord and/or the Landlords Agents retaining a set or sets of keys to the house. The Landlord undertakes that neither her nor his Agents will use those keys during the terms of the Lease unless (a) the Tenant authorises those keys to be used or (b) in the event of an emergency e.g. water or gas leakages

Note: In the interpretation of the foregoing, singular words shall be held to incorporate the plural and masculine gender to incorporate the feminine gender and vice versa.

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Signature

Date