

給業主的指南：租約

একজন বাড়ীর মালিকের
টেন্যান্সি এগ্রিমেন্ট (রায়তী স্বত্ত্ব চুক্তি)

!! مالک مکان کے لئے کرایہ داری کے معاہدوں کا رہنما کتابچہ

دلیل المؤجر :-
لاتفاقیات الاستئجار



A LANDLORD'S GUIDE TO:

Tenancy agreements



letwise

help and advice for Edinburgh's private tenants and landlords

Introduction

Letwise is a team set up by the City of Edinburgh Council to provide advice, information and support to private landlords, letting agents and private tenants in Edinburgh. Letwise offers a range of services, which include:

- [Training for landlords and letting agents.](#)
- [A quarterly magazine updating the letting industry on issues affecting the private rented market.](#)
- [Guidance booklets providing information on a range of tenancy management topics.](#)
- [An advice line for private tenants and landlords.](#)

Letwise's services are available to all private landlords, letting agents and private tenants. There is no requirement to join Letwise – you can simply contact us for advice and information.

If you adopt all the guidance recommended by Letwise, then you will be providing a service above and beyond your legal requirements. This means that Letwise may be able to accredit you through their landlord accreditation scheme. Membership of Edinburgh Landlord Accreditation allows you to promote your status as a landlord or letting agent of excellence, through a recognised stamp of approval which offers potential tenants and clients confidence in the level of service you offer. ELA is voluntary and is free to join. Accredited private landlords have a market edge as they provide a higher standard of service than their non-accredited competitors. In recognition of this, ELA membership offers a range of benefits to complement your business. Please see the back of this guide for benefits of membership and details on how to join.



INVESTOR IN PEOPLE



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Tenancy basics

Types of tenancy agreement

Welcome to the Letwise guide to tenancy agreements. This guide provides a brief overview of assured and short assured tenancy agreements including how and when they can be used, and what can and should be included. Information on ending a tenancy is contained in a separate guide. Contact the Letwise team or visit www.edinburgh.gov.uk/letwise

If you are in any doubt about how the information in this guide relates to your situation you should seek legal advice from a solicitor. You can also get advice from a housing advice centre, Citizens Advice Bureau or by contacting a member of the Letwise team.

Throughout this guide, "tenant" applies to each tenant in a joint and several tenancy agreement unless stated otherwise.

For privately rented property the most common types of tenancies are assured and short assured tenancies. Assured and short assured tenancies were introduced by the Housing (Scotland) Act 1988. This type of tenancy applies to houses, flats and self contained rooms rented to individuals, or a group of people, providing it is their only or main home.

There are some exceptions to the above and these include:

- **Regulated tenancies. These are tenancies created before 2 January 1989.**
- **Properties let to students by educational establishments, such as colleges or universities.**
- **Properties where the landlord lives in the property as a 'resident landlord'.**
- **A property let to provide holiday accommodation.**
- **Properties let by local authorities or housing associations.**

Short assured tenancies

All tenants are entitled to a written tenancy agreement, and you cannot charge them for this. If you don't give your tenant a written 'contractual' tenancy agreement they can ask a sheriff to make you give them one.

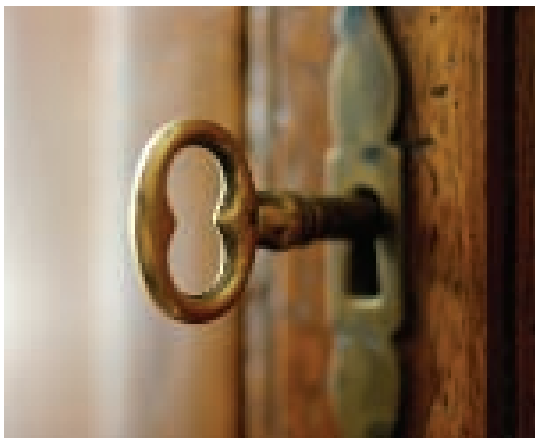
Tenants still have legal rights even if they don't have a written tenancy agreement. If you give your tenant keys and take rent without a tenancy agreement, the tenant may automatically have rights to a year long assured tenancy.

A short assured tenancy is a special form of assured tenancy. There are some important differences between the two.

A short assured tenancy is a type of assured tenancy, which must last for a minimum period of at least six months. Assured tenancies have no minimum period, and it can be more difficult for a landlord to end an assured tenancy.

Short assured tenants have less security than assured tenants because landlords have the right to reclaim the property after the period agreed in the tenancy agreement.

Most landlords prefer to use a short assured tenancy because it guarantees that they can get the property back, or recover possession, at the end of the tenancy - provided the correct forms and notices have been completed and served on the tenant.



Essential documents



Short assured tenancy and the AT5

If you want to create a short assured tenancy, you must first make sure an AT5 form is given to the tenant.

An AT5 form is a legal document required by law which tells the tenant that you intend to create a short assured tenancy. It should be given to the tenant before the tenancy agreement is signed so they are aware they are signing a Short Assured Tenancy, not an Assured Tenancy. Your tenant is given the AT5 form, but you should keep a copy on which you have asked your tenant to sign, date and note the time, to prove it was issued before the tenancy agreement was signed.

If you don't give an AT5 to your tenant, or it is given after the tenant signs the tenancy agreement, then the tenancy becomes an assured tenancy not a short assured tenancy. The tenancy will also be an assured tenancy if you set the initial period for less than six months. If landlords make this mistake, it can result in serious problems later. It can be very difficult to get your property back if your tenant has an assured tenancy.

An AT5 form and notes on how to use it are available from Letwise.

Prior notification of grounds for possession

Whether creating either an assured or short assured tenancy, you may need to give your tenant a notice called 'Prior Notification of Grounds for Possession'. This is required if you want to get the property back under grounds 1 to 5 from the Housing (Scotland) Act 1988. You must give the tenant the Prior Notification of Grounds for Possession notice before the tenancy agreement is signed, if you think you may have to rely on these grounds to recover possession. You should keep a copy of this notice, signed, dated and with the time noted by the tenant.

You should only include any of the grounds that are relevant. The full grounds are contained within our model lease. The most common reasons you may need to rely on this notice are:

- **If the property is your own home and you want to live there in the future (Ground 1).**
- **If there is an outstanding mortgage on the property, your lender will probably insist that this notice is given to tenants, including ground 2 from the 1988 Act.**

A copy of this notice is available from Letwise.



The Repairing Standard

To comply with the Housing (Scotland) Act 2006 you must tell your tenant about the Repairing Standard and their rights at the start of the tenancy. This can be done by giving the tenant a letter. You can find a sample copy of this letter and get more information about your repairing obligations at www.prhpscotland.gov.uk.

The tenancy agreement

Basic requirements

A tenancy agreement should be easy to understand and free from unnecessary legal jargon. All clauses should be fair and enforceable.

A tenancy agreement or lease needs to identify at least four things:

- 1 The names of the landlord(s) and tenant. This is known as the 'parties'. You must also say if there is a managing agent who is acting on your behalf, and give their address and contact details.
- 2 The specific address of the property or part of the property. This is known as the 'subjects'.
- 3 How much the rent is, and when, how often, and how it should be paid (e.g. cash, cheque or standing order).
- 4 How long the agreement is for (the 'duration'). It is best to include the dates the tenancy will start and end. Short Assured Tenancies must be for a minimum of six months initially - a tenancy starting on 1st January cannot end until at least 1st July, not 30th June.

Additional clauses

Your tenancy agreement should also make clear:

- The amount of deposit and how and when it will be returned. The most you can ask for is the equivalent of two months rent. You should also detail why any part of the deposit might not be returned.
- Whether you will pay interest on the deposit. If you don't do this your tenant may be entitled to claim interest.
- The obligations and responsibilities of the tenant and landlord(s) regarding maintenance and upkeep of the property – e.g. cleaning windows and common stairs, looking after the garden and decoration.
- Who is responsible for small repairs. Landlords are usually responsible for all repairs, except where something has been broken or damaged by the tenant.
- Who has responsibility for paying bills including council tax, gas, electricity, telephone and TV licence.

- How you will let your tenant know when you (or someone acting on your behalf) need to get in to inspect the property or carry out any repairs or maintenance. You must let your tenant know in writing at least 24 hours in advance, except in an emergency.
- Who is responsible for buildings insurance and contents insurance. You are responsible for insuring the building and anything you provide as part of the inventory.
- Whether or not your tenant is allowed to have subtenants or lodgers.
- That any antisocial behaviour caused by the tenant or their visitors is not acceptable, and may result in the tenancy being ended.
- When and how much notice needs to be given to end the agreement, by you or the tenant.
- All of the grounds in the Housing (Scotland) Act 1988 which might be used to seek a court order to get the property back from the tenant. The grounds must be listed in full as laid out in the act.

The tenancy agreement should be signed by:

- The landlord (or landlord's agent)
- The tenant
- A witness who will not gain or lose anything from the agreement
- The tenant should initial each page of the tenancy agreement and sign the last page of text

Make sure you date and time the agreement when signing.



Serving documents

Unfair contract terms

Tenancy agreements must not include any unfair or unreasonable clauses. A court of law can decide if a clause is unfair. If a clause is unfair or unreasonable then it cannot be enforced. In general, a clause may be unfair if:

- It stops the tenant using the property in a normal way
- It makes the tenant liable for excessive interest or penalty charges for late rent
- It makes the tenant liable for landlords costs which a court thinks are unreasonable
- It allows the landlord freedom to decide if a penalty charge must be paid
- It makes the tenant do something unreasonable such as drain the water tank every time they are away

The Office of Fair Trading (OFT) has created a guide to unfair contract terms for tenancy agreements. This includes issues such as using plain English. The guide can be downloaded from the OFT website www.offt.gov.uk.



Joint and several liability

“Joint and several” means that each tenant is liable together as a group but also individually. For example, if one tenant does not pay their share of the rent or bills, you could sue any individual tenant for the entire rent and all arrears. Tenants are not able to argue that they are only liable for part of the rent.

If you wish to have joint and severally liable tenants you should make sure that all tenants sign the same tenancy agreement.

If you do not wish your tenants to have joint and several liability you can let rooms on an individual basis with joint access to the common areas.

Rights and obligations

Tenants have the right to:

- Peaceful and uninterrupted enjoyment of the property
- Live in a property which is suitable to be lived in and meets certain minimum standards
- Have repairs carried out by the landlord within a reasonable period of time
- Take the landlord to the Private Rented Housing Panel if the landlord is not carrying out repairs and meeting the Repairing Standard.

Tenants are obligated to:

- Live in and use the property as their only or main home
- Take reasonable care of the property
- Pay rent when it is due
- Keep to the conditions written in the tenancy agreement
- Inform the landlord of repairing issues or damage to the property, fixtures and fittings
- Tell the landlord about any repairs which need to be carried out
- Respect their neighbours.

Landlords are obligated to:

- Keep the building in a wind and watertight condition
- Maintain drains, gutters and external pipes
- Make sure all water, gas and electricity supplies are in good working order, including toilets, heating and hot water systems
- Make sure any furnishings provided are safe to use and fit for purpose
- Make sure that there is a working fire detection system, such as smoke and/or heat detectors
- Inspect the property before it is re-let to make sure it is in a fit condition to let
- Make sure the property meets the repairing standard before and at all times during the tenancy.

The end of the agreement

A residential tenancy agreement does not end just because it reaches the end date (or 'ish date'). If a tenancy agreement has not been brought to an end formally, it will automatically be renewed through a process known as 'tacit relocation'. This means that the tenant has the right to keep living in the property for the same length of time as in the original agreement (up to a maximum of one year) and under the same conditions. This will continue until the tenancy is ended properly. The tenant remains responsible for all the obligations in the tenancy agreement such as paying the rent, etc.

You can only stop the automatic renewal of a tenancy by issuing the correct forms and notices at the correct times. You could then offer your tenant a new or revised tenancy agreement, or take steps to get the property back.

You may wish to put a clause in the tenancy agreement which says that after the initial period, the agreement will continue from month to month (for example), until brought to an end by either you or the tenant by giving the proper amount of notice. A landlord must give a least two months notice to end a short assured tenancy, although you can allow the tenant to give a shorter amount of notice.

For more information about ending a tenancy, see the Letwise guide to Ending a Tenancy.



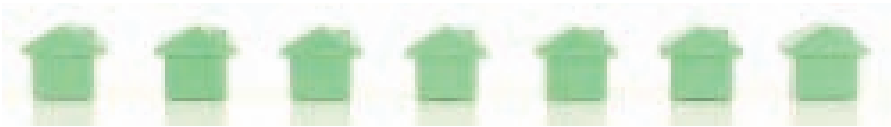
Model tenancy agreements

Letwise can provide a model short assured tenancy agreement free of charge. This can be found on the Letwise website www.edinburgh.gov.uk/letwise, or we can e-mail or post it to you on request.

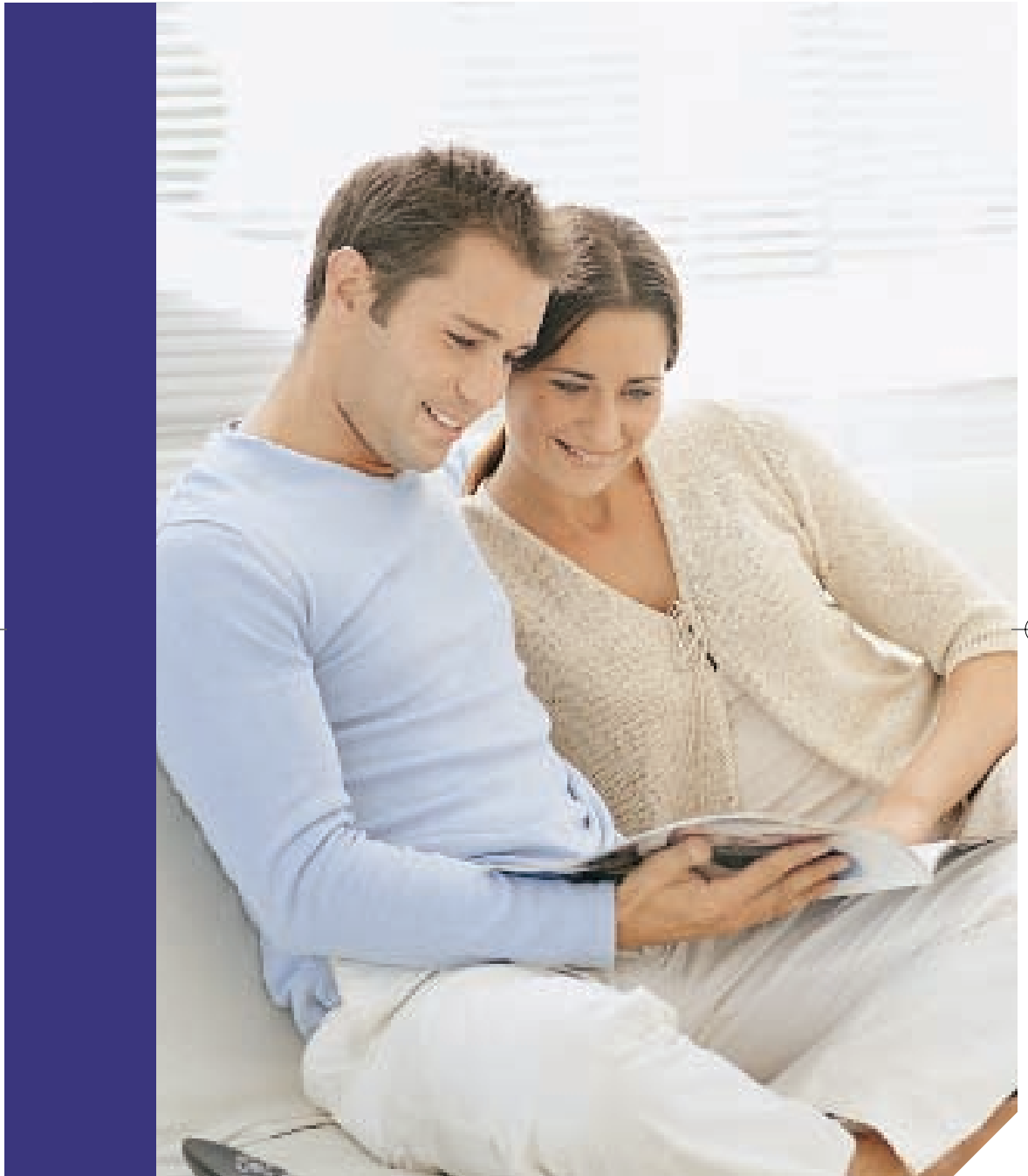
You can also get residential tenancy agreements by joining the Scottish Association of Landlords (SAL) www.scottishlandlords.com or from the Association of Residential Letting Agents (ARLA) www.arla.co.uk.

Your solicitor can also provide a tenancy agreement; however, many solicitors do not specialise in residential tenancies and it is common to find agreements which contain clauses which are only appropriate for commercial lease agreements.

Getting the paperwork right at the start of the tenancy is crucial to avoid problems for yourself and your tenant further down the line.



The information contained in this guide is not intended to be regarded as legal advice or opinion on any specific facts or circumstances. The Council will accept no liability for any loss incurred arising from any error or omission contained within this guide. It is advised that you seek specific legal advice relating to your own situation from a solicitor.



what is ?

Edinburgh Landlord Accreditation

ELA is a joint initiative from the Scottish Association of Landlords and the City of Edinburgh Council. ELA works alongside private landlords and letting agents to promote well-managed good quality housing in the private rented market.

Open to landlords or letting agencies who have properties in Edinburgh, you can become an accredited member and benefit from the opportunities this brings.

- Be recognised as a landlord who maintains good standards
- Advertise your properties on the ELA website
- Quick and easy application process
- Free membership
- Free financial consultation*

- Free legal advice*
- Discounts on energy efficient appliances, insurance, tenant referencing, and electrical safety checks

Application is a quick and easy process. If you comply with the code of standards you qualify for accreditation.

Should there be evidence that a landlord or letting agent's practice does not comply then they may be refused membership of the scheme. If the landlord or agent disagrees with this decision they may appeal to the review panel who will hear and assess the case.

If an accredited landlord is found to be in breach of the code of standards, ELA will investigate and make recommendations to rectify the apparent breach.

* Subject to conditions

What does the Code of Standards Cover?

The code of standards covers nine categories

Communication with Tenants

Accredited landlords must ensure they have effective communication with the tenant including clear statements of rights and responsibilities and complaints procedures

Equality Issues, Complaints Disputes

Treat all tenants in a fair and equitable way and do not discriminate against certain groups of tenants

Management of the Tenancy

Provide tenancy agreements that comply with the law

Minimum Property Condition

Property must be wind and watertight and in good tenantable condition

Repairing Standard

Meet their repairing obligations to the tenant

Repairs and Maintenance

Respond to tenants' requests for repairs

Facilities and Fittings

All fixtures and fittings supplied are kept in good working order and fit for purpose

Energy Efficiency, Insulation and Heating

Consider how they could improve the energy efficiency of the property

Health, Safety and Home Security

Comply with regulations regarding health and safety of tenants and take appropriate measures to ensure the security of the property



All tenants must be treated in a fair and equitable way.
To request a copy of the Code of Standards please contact **ELA**
on **0131 529 7278** or visit **www.edinburghlandlordaccreditation.co.uk**

Edinburgh Landlord Accreditation request for application form

Please fill in the following in BLOCK CAPITALS

Mr / Mrs / Miss / Other Title

First Name

Surname

Company / Trading Name (If Applicable)

Address

Postcode

Daytime Phone No.

Mobile No.

Email

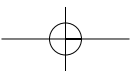
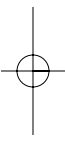
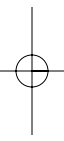
Web

Tick box if you would like to receive information of other services which are available from The City of Edinburgh Council.

PLEASE RETURN TO:

Edinburgh Landlord Accreditation, Chesser House,
500 Gorgie Road, Edinburgh EH11 3YJ
Tel: 0131 529 7278 Email: ela@edinburgh.gov.uk www.edinburgh.gov.uk/ela





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If you would like further information about letwise or Edinburgh Landlord Accreditation or would like to be added to our mailing list, please contact us using the details below:

letwise
500 Gorgie Road
Chesser House
Edinburgh
EH11 3YJ

Tel: 0131 529 7454
Fax: 0131 529 7960
Email: letwise@edinburgh.gov.uk
www.edinburgh.gov.uk/letwise
www.edinburgh.gov.uk/ela

You can get this document on tape, in Braille, **large print** and various computer formats if you ask us. Please contact ITS on 0131 242 8181 and quote reference number 07990. ITS can also give information on community language translations. You can get more copies of this document by calling 0131 529 7247.

租賃易是愛丁堡市議會為愛丁堡的私人業主、地產公司/房屋租賃公司及私人租客提供建議、信息及支援的工作小組。欲查詢本文件的中文翻譯，請致電愛丁堡市議會傳譯及翻譯服務部(ITS)，電話 0131

لیٹ وائز کنسل کی قائم کی ہوئی ایک ٹیم ہے جو نجی مالک مکان، کرائے پر دیے والے ایجنٹوں اور نجی کرایہ داروں کا مشورہ، معلومات اور مدد فراہم کرتی ہے۔ اس دستاویز کا ترجمہ اردو میں کرائے کی معلومات کے لئے برائے مہربانی انگریزی میں ایڈیٹڈ اسٹیٹمنٹ سرورس * LIT (کو اس نمبر پر ٹیلیفون کریں 0131 242 8181 اور ریفرنس نمبر 07990) کا حوالہ دیں

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