

PRIOR NOTIFICATION OF GROUNDS RELATING TO RECOVERY OF POSSESSION (HOUSING (SCOTLAND) ACT 1988)

**IMPORTANT: INFORMATION FOR PROSPECTIVE TENANT(S)
PLEASE READ THIS NOTICE CAREFULLY**

Part 1 To **Alexander Provan and Scott Williams**

Part 2 Notice is hereby given that the landlord may seek to recover possession of the property at

77 Strawberry Bank Parade, Aberdeen, AB11 6UT

under any one or more of the grounds 1 to 5 in Part 1 of schedule 5 of the Housing (Scotland) Act 1988. These grounds are set out below: -

Ground 1

Not later than the beginning of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this Ground or the sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case)-

- (a) at any time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the house as his only or principal home; or
- (b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the house as his or his spouse's only or principal home, and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title from the landlord who gave the notice mentioned above acquired the landlord's interest in the tenancy for value.

Ground 2

The house is subject to a heritable security granted before the creation of the tenancy and-

- (a) as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- (b) either notice was given in writing to the tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

Ground 3

The house is let under a tenancy for a specified period not exceeding eight months and-

- (a) not later than the date of commencement of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered under this Ground; and
- (b) the house was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (i) not exceeding eight months, if it is determinable at the option of the landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and
 - (ii) exceeding eight months, if it confers on the tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

Where the house is let under a tenancy for a specified period not exceeding 12 months and-

- (a) not later than the date of commencement of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this Ground; and
- (b) at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 to this Act; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (i) not exceeding 12 months, if it is determinable at the option of the landlord (other than in the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and
 - (ii) exceeding 12 months, if it confers on the tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is not determinable as mentioned in paragraph (i) above.

Ground 5

The house is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and-

- (a) not later than the beginning of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this ground; and
- (b) the sheriff is satisfied that the house is required for occupation by such a minister or missionary as such a residence.

Part 3 I/We Alexander Provan and Scott Williams

hereby acknowledge receipt of written notice from my landlord that he may seek to recover possession at the above property under one or more of the grounds 1 to 5, of Part 1 of schedule 5 of the Housing (Scotland) Act 1988.

Signed: X [Signature] (1st Tenant) Full Name: X Alexander Jack Provan

Date/Time: X 13/05/15 15:30

Signed: X Scott Williams (2nd Tenant) Full Name: X Scott James Williams

Date/Time: X 15/5/15 15:30

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 32 TO BE SERVED ON A PROSPECTIVE TENANT OF A SHORT ASSURED TENANCY

IMPORTANT INFORMATION FOR PROSPECTIVE TENANT(S)

This notice informs you as prospective tenant(s) that the tenancy being offered by the prospective Landlord is a short-assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

Please read this notice carefully.

Part 1:

To: Alexander Provan and Scott Williams

NOTE 1 TO PROSPECTIVE TENANT

TO BE VALID THIS NOTICE MUST BE SERVED BEFORE THE CREATION OF A TENANCY AGREEMENT. A SHORT ASSURED TENANCY WILL NOT EXIST IF A VALID NOTICE HAS NOT BEEN SERVED.

Part 2:

I, your prospective Landlord

Nicholas William Tapper

of

The Knoll
Huntly Road
Aboyne
Aberdeenshire.
AB34 5HE

Telephone: 013398 86467

give notice that the tenancy being offered to you of the property at

77 Strawberry Bank Parade
Aberdeen
AB11 6UT

to which this notice relates, is to be a short assured tenancy in terms of Section 32 of the Housing (Scotland) Act 1988.

Signed 
(Landlord)

Date 15/5/15

NOTE 2 TO PROSPECTIVE TENANT

A SHORT ASSURED TENANCY IS A SPECIAL FORM OF TENANCY, UNLESS IT FOLLOWS IMMEDIATELY AFTER ANOTHER SHORT ASSURED TENANCY OF THE SAME HOUSE (WITH THE SAME TENANT) IT MUST BE FOR NOT LESS THAN 6 MONTHS.

NOTE 3 TO PROSPECTIVE TENANT

A LANDLORD OF A SHORT ASSURED TENANCY HAS SPECIAL RIGHTS TO REPOSSESS THE HOUSE. IF THE LANDLORD TERMINATES THE TENANCY BY ISSUING A VALID NOTICE TO QUIT AND GIVES THE TENANT AT LEAST 2 MONTHS NOTICE (OR A LONGER PERIOD IF THE TENANCY AGREEMENT PROVIDES) OF HIS INTENTION TO REPOSSESS THE HOUSE, THE COURT MUST GRANT THE LANDLORD AN ORDER ALLOWING HIM TO EVICT THE TENANT IF HE APPLIES FOR ONE AT THE END OF THE TENANCY PERIOD SET OUT IN THE TENANCY AGREEMENT.

Address and telephone number of agents if appropriate

Of Landlord(s) agent

Of Tenant(s) agent

.....n/a.....

.....

.....

.....

.....

.....

NOTE 4 TO PROSPECTIVE TENANT

A TENANT OF A SHORT ASSURED TENANCY HAS A SPECIAL RIGHT TO APPLY TO A RENT ASSESSMENT COMMITTEE FOR A RENT DETERMINATION FOR THE TENANCY.

NOTE 5 TO PROSPECTIVE TENANT

IF YOU AGREE TO TAKE UP THE TENANCY AFTER YOUR LANDLORD HAS SERVED THIS NOTICE ON YOU, YOUR TENANCY WILL BE A SHORT ASSURED TENANCY. YOU SHOULD KEEP THIS NOTICE IN A SAFE PLACE ALONG WITH THE WRITTEN DOCUMENT SETTING OUT THE TERMS OF TENANCY WHICH YOUR LANDLORD MUST PROVIDE UNDER SECTION 30 OF THE HOUSING (SCOTLAND) ACT 1988 ONCE THE TERMS ARE AGREED.

NOTE 6 TO PROSPECTIVE TENANT

IF YOU REQUIRE FURTHER GUIDANCE ON ASSURED AND SHORT ASSURED TENANCIES, CONSULT A SOLICITOR OR ANY ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

SPECIAL NOTES FOR EXISTING TENANTS

1. If you already have a regulated tenancy, other than a short tenancy, should you give it up and take a new tenancy in the same house or another house owned by the same landlord, that tenancy cannot be an assured tenancy or a short assured tenancy. Your tenancy will continue to be a regulated tenancy.
2. If you have a short tenancy under the Tenant's Rights etc (Scotland) Act 1988 or the Rent (Scotland) Act 1984 your landlord can offer you an assured tenancy or short assured tenancy of the same or another house on the expiry of your existing tenancy.
3. If you are an existing tenant and are uncertain about accepting the proposed short assured tenancy you are strongly advised to consult a solicitor or any organisation which gives advice on housing matters.

DECLARATION

In signing this declaration I acknowledge that I have been given a copy of the preceding attached pages known as Form AT5 and understand that the tenancy being offered by you is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

I further declare that this form was issued to me in advance of signing the tenancy agreement.

Name (of prospective tenant) X Scott James Williams

Signed (prospective tenant) X Scott Williams

Date X 15/05/15

Time X 15:27

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 32 TO BE SERVED ON A PROSPECTIVE TENANT OF A SHORT ASSURED TENANCY

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The Knoll
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Telephone: 013398 86467

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(Landlord)

Date.....15/5/15.....

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Address and telephone number of agents if appropriate

Of Landlord(s) agent

Of Tenant(s) agent

.....n/a.....
.....
.....

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.....

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DECLARATION

In signing this declaration I acknowledge that I have been given a copy of the preceding attached pages known as Form AT5 and understand that the tenancy being offered by you is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

I further declare that this form was issued to me in advance of signing the tenancy agreement.

Name (of prospective tenant) X Alexander Jack Pravan

Signed (prospective tenant) X 

Date X 15/05/15

Time X 15:25

EFFECT OF CHAPTER 4 OF PART 1 OF THE HOUSING (SCOTLAND) ACT 2006 ON YOUR TENANCY: INFORMATION PROVIDED BY LANDLORD IN ACCORDANCE WITH SECTION 20(1) OF THE HOUSING (SCOTLAND) ACT 2006

From:

Nicholas William Tapper

of

The Knoll, Huntly Road, Aboyne, Aberdeenshire. AB34 5HE

To:

Alexander Proven^g and Scott William

of

103 Ardarroch Road Aberdeen and Flat 7 Room F Woolmanhill Flats, 134 John Street, Aberdeen

Concerning your tenancy of the following house:

77 Strawberry Bank Parade, Aberdeen, AB11 6UT

This is to inform you, as the tenant of the house described above, that Chapter 4 of Part 1 of the Housing (Scotland) Act 2006 applies in its entirety to your tenancy. This letter summarises the main effects of Chapter 4 on your tenancy.

I, as the landlord, must carry out a pre-tenancy inspection of the house to identify work required to meet the Repairing Standard and must notify you of any such work.

I must ensure that the house meets the Repairing Standard at the start of, and at all times during, the tenancy. This duty applies only when you, as the tenant, inform me of work needed to meet the Repairing Standard (or I become aware of it in some other way). You should therefore notify me of any work required. I must complete that work within a reasonable time of becoming aware of it.

A house meets the Repairing Standard if the following conditions are met if:

- **house is wind and water tight and reasonably fit for human habitation** (taking account of the extent to which the house falls short of any building regulations, because of disrepair or sanitary defects).
- **structure and exterior of the house** (including drains, gutters and external pipes) **are in reasonable repair and proper working order** (having regard to the house's age, character and prospective life and the locality). Where the house forms part of premises (eg, a flat), this requirement includes any part of the premises that the owner is responsible for maintaining, solely or communally, but the Repairing Standard only applies if any part of, or anything in, the premises that the tenant is entitled to use is adversely affected.
- **installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in reasonable repair and proper working order** (including installations outside the house but serving it, and which the owner is responsible for maintaining, solely or communally).
- **fixtures, fittings and appliances provided under the tenancy are in reasonable repair and proper working order.**
- **furnishings provided under the tenancy are capable of being used safely for the purpose for which they are designed.**
- **there is satisfactory provision of smoke alarms.**

The Repairing Standard does not cover work for which you, as the tenant, are responsible due to your duty to use the house in a proper manner; nor does it cover the repair or maintenance of anything that you are entitled to remove from the house.

If you believe that I/we have failed to ensure that the house meets the Repairing Standard at all times during the tenancy, you have the right to apply to the Private Rented Housing Panel (PRHP). The PRHP may reject the application; consider whether the case can be resolved by us (the tenant and landlord) ourselves (for example, by agreeing to mediation); or refer your application to a Private Rented Housing Committee (PRHC) for consideration. The PRHC has power to require a landlord to carry out work necessary to meet the Repairing Standard.


Full details of how to apply to the PRHP may be obtained at www.prhpscotland.gov.uk or from:

Private Rented Housing Panel
3rd Floor, 140 West Campbell Street, Glasgow, G2 4TZ
Tel: 0141 572 1170 Fax: 0141 572 1171 admin@prhpscotland.gov.uk

Signed: 
(Landlord)

Date: 15/5/15

I certify that I have received a copy of this letter.

Signed: 
(Tenant)

Date: 15/05/15

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To:

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Full details of how to apply to the PRHP may be obtained at www.prhpscotland.gov.uk or from:

Private Rented Housing Panel
3rd Floor, 140 West Campbell Street, Glasgow, G2 4TZ
Tel: 0141 572 1170 Fax: 0141 572 1171 admin@prhpscotland.gov.uk

Signed: 
(Landlord)

Date: 15/5/15

I certify that I have received a copy of this letter.

Signed: 
(Tenant)

Date: 15/5/15

SHORT ASSURED TENANCY

This is a Short Assured Tenancy contract within the meaning of section 32 of the Housing (Scotland) Act 1988. Hereinafter referred to as "TENANCY".

1. PARTIES AND PREMISES

1.1. The Landlord is: **Nicholas William Tapper**

Hereinafter referred to as "LANDLORD" which expression will include; successors in ownership of the one part and any person, company, agent or tradesman appointed by the above named Landlord or his successors in ownership.

LANDLORD Address: **The Knoll
Huntly Road
Aboyne
Aberdeenshire
AB345HE**

This is LANDLORD's address for service of notices until TENANT is notified of a different address.

LANDLORD's Telephone: **013398 86467 or 07557 132 133**

1.2. The Tenant(s) is/are: **Alex Provan^{ca} ^{sc}
Scott Williams**

Hereinafter referred to as "TENANT" which expression shall include; any family or other person residing with any of the above named Tenants, or their visitors, guests, invitees, licensees, servants or other suchlike persons.

Where this is a joint tenancy, the expression "TENANT" applies to each of the persons named above and the full responsibilities and rights set out in TENANCY apply to each person jointly and severally. This means that each person will be liable for all sums due under TENANCY and not just liable for a proportionate part.

1.3. The Property Let is: **77 Strawberry Bank Parade
Aberdeen
Aberdeenshire
AB11 6UT**

Hereinafter referred to as "SUBJECTS".

1.4. TENANCY covers all and whole SUBJECTS situated at and known by the above address.

1.5. LANDLORD confirms that he is legally entitled to grant TENANCY and has obtained any appropriate consent from any lender or other interested party and that SUBJECTS are not subject to any restrictive or other conditions or stipulations which have not been disclosed to TENANT, and the observance and performance of which would restrict or lessen TENANT's enjoyment of SUBJECTS.

1.6. If there is a Guarantor, he guarantees that TENANT will keep to his obligations in this TENANCY. The Guarantor agrees to pay on demand to LANDLORD any amount that TENANT owes.

2. COMMENCEMENT & DURATION

TENANCY will commence on **15th day of May 2015**, hereinafter referred to as "START DATE" and will end on **14th day of November 2015**, hereinafter referred to as "END DATE"

2.1. This is a fixed term tenancy with no early termination clause applicable to either party. TENANCY will terminate on the END DATE only if either LANDLORD or TENANT has given to the other party at least two months written notice to that effect prior to the END DATE. If no such notice is given TENANCY will continue until one party gives to the other at least two months prior written notice of termination of TENANCY or such shorter period of notice as both parties may mutually agree in writing.

3. RENT AND OTHER CHARGES

RENT

- 3.1. The rent will be an amount equivalent to **£850.00** per calendar month payable in advance without any deduction, abatement or set-off whatsoever.
Hereinafter referred to as the "RENT"
- 3.2. The first payment will be due on or before the 15th May 2015 and will be the amount covering 15th May 2015 to 14th June 2015.
- 3.3. Subsequent payments will be due before the 15th day of the then current month for the month following.
- 3.4. LANDLORD may increase the rent after the initial END DATE specified in clause 2 above. Under such circumstances TENANT will be given a minimum of one month notice in writing of any change.
- 3.5. The rent will be payable by Bankers Order, cash or cheque to LANDLORD's bank account at:
Nationwide Building Society
Account Name: Mr. N.W. & Mrs. L.F. Tapper
Account Number: 34982553
Sort Code: 07-01-16
- 3.6. If TENANT fails to pay the RENT or any other sum due under this TENANCY within seven days of the due date, whether formally demanded or not, TENANT will pay to LANDLORD interest on the amount outstanding at the rate of 5% per annum above the base rate of the Royal Bank of Scotland from time to time in force such interest accruing from day to day. If as a result of action having to be taken to recover unpaid rent or any other monies owing to LANDLORD then it is to be understood that all costs incurred in collecting the debt are to be met in full by TENANT.

DEPOSIT

- 3.7. On or before the START DATE, a deposit of **£850.00** will be paid by TENANT to LANDLORD.
Hereinafter referred to as the "DEPOSIT"
- 3.8. LANDLORD will be entitled at the expiry of TENANCY to use the DEPOSIT to meet any outstanding sums or accounts due by TENANT, the cost of repairing or replacing any of the fittings and fixtures which have been broken, damaged or lost and the expense of making good any failure by TENANT to fulfil any of the other conditions of this TENANCY.
- 3.9. The LANDLORD will lodge the DEPOSIT with SafeDeposits Scotland within 30 days of the commencement of the TENANCY and provide TENANT with the prescribed information in accordance with LANDLORD obligation under the Tenancy Deposit Scheme Regulations 2011 as amended. The DEPOSIT will be held by SafeDeposits Scotland throughout the TENANCY.
- 3.10. No interest will be paid by LANDLORD to TENANT in respect of the DEPOSIT.
- 3.11. If at termination of TENANCY any sums are due to be paid from the deposit under clause 3.8 the LANDLORD will apply to SafeDeposits Scotland as soon as reasonably practicable for return of the DEPOSIT either in whole or part and notify TENANT. If the full amount of the DEPOSIT is due to TENANT, TENANT will be responsible for applying to SafeDeposits Scotland for DEPOSIT release.

INVENTORY

- 3.12. The cost for preparing an inventory of contents at the start of TENANCY will be borne in full by LANDLORD while the cost of preparing a Schedule of Dilapidations and Deficiencies at the end of TENANCY, should it be required, will be borne in equal parts by both LANDLORD and TENANT.

FACTORING

- 3.13. The cost of all common area factoring and insurance charges will be borne by LANDLORD.

4. CONTENTS INVENTORY & CONDITION

- 4.1. Prior to the START DATE, LANDLORD will appoint a professional Valuator to prepare an inventory of the contents and fixtures & fittings of SUBJECTS which will also note the general state of repair & decoration of SUBJECTS. TENANT will sign the inventory and once having done so agrees that the signed inventory, attached as Schedule 1 is a full and accurate record of the contents of SUBJECTS at the START DATE of TENANCY.

Hereinafter referred to as "INVENTORY"

- 4.2. TENANT agrees check and return signed INVENTORY to LANDLORD or to provide intimation in writing of his reason for not doing so within 10 days of it being issued, thereafter TENANT will be deemed to be fully satisfied with INVENTORY.
- 4.3. TENANT will have a further period of seven days after signing INVENTORY to ensure that it is correct and to inform LANDLORD of any discrepancies in writing, after which TENANT will be deemed to be fully satisfied with INVENTORY.
- 4.4. At the termination of TENANCY a professional Valuator will check INVENTORY and fix by means of a Schedule of Dilapidations and Deficiencies the amount, if any, to be paid by TENANT to LANDLORD for any loss of or damage to SUBJECTS or INVENTORY including any decoration or any damage which may be caused by fire or bursting of water pipes provided this is caused by the negligence of TENANT fair wear and tear excepted. The Valuator's decision will be final and binding on both parties and TENANT will pay to LANDLORD any such sum fixed by the Valuator within 30 days of being so notified or the sum may be deducted by LANDLORD from DEPOSIT under Clause 0 above.

5. LOCAL AUTHORITY TAXES

- 5.1. TENANT will be responsible for payment of the council tax and water and sewerage charges, or any local tax which may replace these.
- 5.2. TENANT will advise the local authority of the date his TENANCY started and ended as appropriate.
- 5.3. At the termination of TENANCY TENANT agrees that LANDLORD may provide the local authorities or other such interested parties with his forwarding address.

6. UTILITIES AND HOUSEHOLD BILLS

- 6.1. TENANT will ensure that the accounts for the supply to the accommodation of gas, electricity and telephone are entered in his name with the relevant supplier and to pay promptly all sums that become due for these supplies during the period of TENANCY.
- 6.2. TENANT will not change the supplier of gas or electricity or instruct suppliers to change gas or electric meters without the prior written permission of LANDLORD.
- 6.3. LANDLORD may keep from the DEPOSIT any sum incurred in settling final accounts with suppliers of gas, electricity and telephone at the termination of TENANCY.
- 6.4. At the termination of TENANCY TENANT agrees that LANDLORD may provide the suppliers of gas, electricity, telephone services or other such interested parties with his forwarding address.
- 6.5. TENANT will be responsible for paying any licence fee required for any television set in the SUBJECTS.

7. INSURANCE

- 7.1. LANDLORD undertakes to pay all premiums for insurance of SUBJECTS and INVENTORY against fire and other fully comprehensive insurance risks for the full reinstatement thereof.
Hereinafter referred to as the "INSURED RISKS".
- 7.2. LANDLORD's INSURED RISKS will declare that LANDLORD will have no liability for any items introduced to SUBJECTS by TENANT. TENANT is responsible for arranging insurance of his own belongings.

8. OCCUPATION AND USE OF SUBJECTS

- 8.1. TENANT will have quiet enjoyment of SUBJECTS without any unlawful interruption from LANDLORD or any person claiming authority from LANDLORD except as provided in Clause 0.
- 8.2. TENANT agrees to use SUBJECTS as a private residence only and not to carry on any profession, trade or business at SUBJECTS, or place or exhibit any notice board or notice whatsoever on any portion of SUBJECTS.
- 8.3. TENANT agrees not to use wedges or suchlike to permanently hold open self-closing fire doors or disconnect self-closing devices, where fitted to doors, whether internal or external to SUBJECTS.
- 8.4. TENANT agrees not to cover, remove or otherwise tamper with smoke detectors in such a way as to deactivate their normal operation.
- 8.5. TENANT agrees not to smoke inside SUBJECTS or allow visitors to do likewise.
- 8.6. TENANT agrees not to permit or suffer to be done in or on SUBJECTS any act or thing which may void any insurance of SUBJECTS or cause premiums to increase.
- 8.7. TENANT agrees not to access the roof or loft or any other roof space.

9. ABSENCES

- 9.1. TENANT agrees not to leave SUBJECTS unoccupied in excess of fourteen days without first giving written notice to LANDLORD of his intention to do so and to be responsible for any increase in the INSURED RISKS premium occasioned by the anticipated vacant or unoccupied period. TENANT agrees to take any measures to secure SUBJECTS prior to such absence as LANDLORD may reasonably require. In the event that TENANT fails to give the required notice and leaves SUBJECTS vacant or unoccupied for a period in excess of fourteen days, then, in the event of any damage or dilapidation or other loss being caused to SUBJECTS, TENANT will be responsible for repairs and reinstating SUBJECTS to the condition in which they were prior to the damage being caused.
- 9.2. TENANT agrees that should SUBJECTS be left vacant between the months October to April inclusive, he will ensure that SUBJECTS are kept sufficiently heated or shut off the water supply and drain hot and cold water systems to prevent, so far as is reasonably practicable, pipes freezing and bursting. TENANT agrees to take any further measures to prevent pipes freezing and bursting as LANDLORD may reasonably require.
- 9.3. TENANT agrees to ensure that SUBJECTS are properly secured when left unattended.

10. SUBLETTING & LODGERS

- 10.1. TENANT agrees not to assign TENANCY to any other person.
- 10.2. TENANT agrees not to sublet SUBJECTS in whole or in part.
- 10.3. TENANT agrees not to take in lodgers or paying guests.
- 10.4. TENANT agrees not to allow other persons to share the occupation of SUBJECTS, whether or not for payment, without the prior written consent of LANDLORD.

11. REASONABLE CARE & ALTERATIONS

- 11.1. TENANT agrees to maintain SUBJECTS and INVENTORY in the same condition of repair and decoration as at the commencement of TENANCY and to make good, repair or replace any items damaged, broken or destroyed, damage covered by INSURED RISKS and fair wear and tear excepted. In particular but without prejudice to the foregoing generality, no paint or decoration, no hooks, screws, nails or other-like may be used on the walls, floors, posts or ceilings without prior written consent from LANDLORD. TENANT will in no way be recompensed for any improvements, installations or the like effected with approval as aforesaid.
- 11.2. TENANT agrees to keep SUBJECTS clean and in good condition and that no rubbish will be kept within SUBJECTS or common areas if SUBJECTS are within a communal block of flats, tenement or suchlike except normal domestic refuse prior to its collection by the local authority and further, where applicable, to take his share of cleaning of the mutual parts of the larger subjects of which SUBJECTS form part.

- 11.3. TENANT agrees that SUBJECTS will be routinely inspected by LANDLORD on no less than a quarterly basis and if at such inspection SUBJECTS are found to be in an unclean state, LANDLORD maintains the right to instruct cleaners to clean SUBJECTS and that the cost of such cleaning will be borne by TENANT.
- 11.4. TENANT agrees to ensure at all times that SUBJECTS are adequately heated and ventilated so as to prevent formation of damp and mildew. In particular, but without prejudice to the foregoing generality, not to dry laundry in such a way as to cause excessive damp or condensation.
- 11.5. TENANT agrees to clean the windows and outside paintwork as reasonably necessary and to replace all broken glass without delay damage by INSURED RISKS excepted.
- 11.6. TENANT agrees not to pour any oil, grease, or other damaging materials down the drains or waste pipes.
- 11.7. TENANT agrees to prevent water pipes freezing in cold weather.
- 11.8. TENANT agrees to avoid danger to SUBJECTS or neighbouring properties by way of fire or flooding.
- 11.9. TENANT agrees not to discharge fire extinguishers or deploy fire blankets other than for the purpose of their intended use.
- 11.10. TENANT agrees not to alter, change or install any locks on any doors or windows in or about SUBJECTS or have any additional keys cut for any locks without prior written consent from LANDLORD. Should permission be so granted TENANT will deliver the same to LANDLORD together with all original keys at the termination TENANCY.
- 11.11. TENANT agrees to take all reasonable steps to ensure that no keys are lost or stolen and in event that any keys are lost or stolen, to pay LANDLORD any costs incurred in replacing the lock and/or missing keys.
- 11.12. TENANT agrees not to install or erect fixed TV aerial or satellite dish at SUBJECTS without prior written consent from LANDLORD.
- 11.13. TENANT agrees to maintain the garden, if any, in a neat and tidy condition at all times and not to cut, lop or remove any of the trees, shrubs, bushes or plants or alter the general character of the garden.
- 11.14. TENANT agrees to leave INVENTORY items at the end of the tenancy in the same places in which they were positioned at the commencement of the TENANCY including replacing clean linen on the beds where linen has been provided.
- 11.15. TENANT agrees that any request for adaptations, auxiliary aids or services as per the Disability Discrimination Act 2006 or the Housing (Scotland) Act 2006 will be made in writing to LANDLORD. Consent for alterations requested under this legislation will not reasonably be withheld.
- 11.16. TENANT agrees to notify LANDLORD promptly after any event which causes damage to SUBJECTS or which may give rise to a claim under the insurance of SUBJECTS.

12. REFUSE

- 12.1. TENANT agrees to dispose of all rubbish in an appropriate manner and at the appropriate time and to take reasonable care to ensure that the rubbish is properly bagged. Where rubbish is normally collected from the street it will not be put out earlier than 7am on the day of collection and rubbish containers will be returned to their normal storage place as soon as possible after the rubbish has been collected.
- 12.2. TENANT agrees to comply with any local authority arrangements for the disposal of larger items of rubbish such as large electrical items.
- 12.3. TENANT agrees that at termination of TENANCY, all items belonging to TENANT which have not been removed from SUBJECTS will be treated as rubbish and TENANT will be liable for costs incurred by LANDLORD in arranging for disposal of said items of rubbish.

13. STORAGE

Nothing belonging to TENANT or anyone living with TENANT or persons visiting TENANT may be left or stored in the common stair or other common areas not specifically designated for storage purposes if it causes nuisance or annoyance to neighbours.

14. DANGEROUS & ILLEGAL SUBSTANCES

- 14.1. TENANT agrees not store keep on or bring to any part of SUBJECTS, including specifically any store, shed or garage, inflammable liquids or explosive gasses or other dangerous substances which might reasonably be considered to be a fire hazard or otherwise dangerous to the premises or its occupants or the neighbours or the neighbour's property.
- 14.2. TENANT agrees not to bring any illegal or illicit substances or material to any part of SUBJECTS.

15. RESPECT FOR OTHERS

Throughout TENANCY TENANT agrees not to cause, or allow other occupiers, guest or visitors to SUBJECTS, to pursue a course of antisocial conduct against any person in the neighbourhood of SUBJECTS.

Antisocial means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property.

Specifically but not forgoing the above or other general obligations TENANT undertakes not to commit or allow members of his household or persons visiting the accommodation to commit any form of harassment on the grounds of race, colour or ethnic origin, nationality, religion or other belief, gender, sexual orientation, disability or age or other status which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of his household either in SUBJECTS or in the locality of SUBJECTS.

Harassment of a person includes causing the person alarm or distress. Conduct includes speech.

A course of conduct means antisocial behaviour on at least two occasions.

In particular, but not forgoing TENANT general obligations; TENANT will not;

- a. make excessive noise. This includes, but is not limited to, the use of televisions, hi-fis, radios and musical instruments and DIY tools
- b. fail to control pets properly or allow them to foul or cause damage to other people's property
- c. allow visitors to SUBJECTS to be noisy or disruptive
- d. use SUBJECTS or allow SUBJECTS to be used, for illegal or immoral purposes
- e. vandalise or damage SUBJECTS or any part of the common parts or neighbourhood
- f. leave rubbish ether in unauthorised places or at inappropriate time
- g. allow TENANT's children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them
- h. harass, threaten or assault any other TENANT, member of his household, visitors, neighbours, members or employees of LANDLORD or any other person or persons in SUBJECTS, or neighbourhood, for whatever reason
- i. use or carry offensive weapons
- j. use or sell unlawful drugs or sell alcohol
- k. store or bring onto the premises any type of firearm or firearm ammunition including any replica

16. PETS

TENANT agrees not to keep any animals or birds or pets in any part of SUBJECTS without the prior written consent of LANDLORD. Any such consent will be revocable at will by LANDLORD. In circumstances where an animal is used as an aid to disability consent will not unreasonably withheld. Where such consent is granted, any animal or pet will be kept under supervision and control to ensure that it does not cause deterioration to SUBJECTS or common areas, nuisance either to neighbours or in the locality of SUBJECTS.

17. ACCESS

- 17.1. TENANT agrees to permit LANDLORD on reasonable prior notice and at reasonable hours of the day, to enter and inspect the state and condition of SUBJECTS and INVENTORY and to allow LANDLORD and those authorised to carry out any repairs which may be deemed necessary.
- 17.2. TENANT agrees to give LANDLORD immediate access to SUBJECTS in an emergency whether or not prior notice has been given. LANDLORD reserves the right to effect forcible entry to SUBJECTS should such access not be made available.
- 17.3. TENANT agrees that should SUBJECTS be offered to another party for let or for sale during the last two months of TENANCY, TENANT will allow access to erect a window board or garden board for advertising purposes and will allow all parties who may wish to see SUBJECTS to be given access at reasonable times by prior arrangement.

18. REPAIRS, MAINTENANCE & HABITABILITY

- 18.1. LANDLORD agrees to maintain the accommodation in a wind and watertight condition and in all other respects reasonably fit for human habitation.
- 18.2. LANDLORD agrees, together with any other owners of common parts of the building in which SUBJECTS are situated, to keep in repair the structure and exterior of SUBJECTS including, but not limited to; drains, gutters and external pipes, roof, outside walls, doors, window sills, window catches, sash cords, and window frames, internal walls, floors, ceilings, doors, door frames, internal stair cases and landings, chimneys, chimney stacks, and flues, pathways, steps or other means of access, plaster work, boundary walls and fences.
- 18.3. LANDLORD agrees to keep in repair and in proper working order the installations in SUBJECTS for the supply of water, gas, electricity, sanitation, space heating and water heating, with the exception of those installed by TENANT or which TENANT is entitled to remove, including, but not limited to; basins, sinks, baths, toilets, showers, gas or electric fires and central heating systems, electrical wiring, door entry systems, cookers, extractor fans and smoke alarms.
- 18.4. LANDLORD will not be liable for the temporary deprivation of the occupancy or the full use and enjoyment of SUBJECTS through the bursting, leaking or failure of water supply, waste or soil pipe or the choking, stoppage or overflow thereof, or of the drains, gutters, rhones or conductors, or from the failure, fusing or breakdown of the central heating system, electric cables, wires or appliances
- 18.5. LANDLORD agrees to repair or replace any of the fixtures, fittings or furnishings contained in INVENTORY, which become defective through usual wear and tear; and will do so within a reasonable period of time.
- 18.6. TENANT agrees to immediately notify LANDLORD of the need for any repair or emergency. LANDLORD undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.
- 18.7. Nothing contained in TENANCY makes LANDLORD responsible for repairing damage caused wilfully or negligently by TENANT. Should LANDLORD be required to carry out repair work as a result of the aforesaid condition, TENANT agrees to pay in full all associated costs and LANDLORD may deduct such costs from DEPOSIT under clause 0 above. This paragraph does not apply to damage caused by fair, wear and tear or vandals provided that TENANT has reported the damage to the Police and LANDLORD as soon as the damage is discovered.
- 18.8. TENANT agrees to be liable for the cost of repairs rendered necessary by the negligence or improper acts of TENANT or his family or that of any person residing with him, or any guests, invitees, licensees, servants or others excepted.

- 18.9. Provided always that and it is hereby agreed as follows: If SUBJECTS or any part thereof will at any time during the tenancy be destroyed or damaged by fire, explosion or otherwise, so as to be unfit for occupation and use and not through the negligence of TENANT or servants or others, RENT, or a fair proportion thereof, according to the nature and extent of the damage sustained will be suspended until SUBJECTS be again fit for habitation and use, provided that if SUBJECTS are unfit for occupation for a continuous period of twenty eight days or more, TENANT may terminate TENANCY with immediate effect, whereupon TENANCY will absolutely cease and terminate, but without prejudice with any right of action which either party may have in respect of any breach of the other parties obligations herein contained.
- 18.10. LANDLORD agrees to return to TENANT any rent paid in advance for any period during which SUBJECTS may have been rendered uninhabitable by fire or any other insured risks unless rendered uninhabitable by the act, omission, or negligence of TENANT in which event the tenancy will remain in force.

19. THE REPAIRING STANDARD

LANDLORD must ensure that SUBJECTS meet the Repairing Standard at the start of TENANCY and at all times during TENANCY. During TENANCY this duty applies only when TENANT informs LANDLORD of work required or LANDLORD becomes aware of it in some other way.

The Repairing Standard does not cover work for which TENANT is responsible due to failure in his duty to use SUBJECTS in a proper manner; nor does it cover the repair or maintenance of anything that TENANT is entitled to remove from SUBJECTS.

If TENANT believes that LANDLORD has failed to ensure that the SUBJECTS meets the Repairing Standard at all times during TENANCY, he has the right to apply to the Private Rented Housing Panel. The Private Rented Housing Panel may reject the application; consider whether the case can be resolved by TENANT and LANDLORD, for example, by agreeing to mediation; or refer TENANT application to a Private Rented Housing Committee for consideration. The Private Rented Housing Committee has power to require LANDLORD to carry out work necessary to meet the Repairing Standard.

20. GAS SAFETY

LANDLORD must ensure that there is an annual gas safety check on all pipework and appliances. The check must be carried out by a "Gas Safe" registered installer. TENANT must be given a copy of LANDLORD's gas safety certificate. LANDLORD must keep certificates for at least two years.

The Gas Safety (Installation and use) Regulations 1998 places duties on TENANT to report any defects with gas pipework or gas appliances to LANDLORD. TENANT is forbidden to use appliances that have been deemed unsafe by a gas contractor.

21. LEGISLATION

LANDLORD undertakes to secure repossession of SUBJECTS only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies, and, where applicable, all legislation relating to other activities carried on or in SUBJECTS, such as the provision of care or support, or food preparation.

22. DATA PROTECTION

TENANT agrees that details relating to performance of obligations under TENANCY may be shared with other Landlords or Tenants, including; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, local authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. TENANT is hereby advised that under the Data Protection Act 1988 he is entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about him and to have it amended if it is shown to be incorrect.

3. ENDING THE TENANCY

TENANCY is a Short Assured Tenancy which may be ended by:-

- 23.1. TENANT giving LANDLORD two months' notice in writing to terminate TENANCY at END DATE.
- 23.2. TENANCY reaching END DATE and LANDLORD giving two months prior written notice that possession of SUBJECTS is required in terms of section 33 of the Housing (Scotland) Act 1988 at END DATE.
- 23.3. By LANDLORD serving on TENANT a Notice to Quit. LANDLORD may serve such notice either
 - a. to terminate the TENANCY at END DATE.
 - b. to terminate the tenancy where TENANT has broken or not performed any of his obligations under TENANCY.

In the event that LANDLORD serves a valid Notice to Quit on TENANT and TENANT vacates SUBJECTS in accordance with the said Notice to Quit, TENANT will remain responsible for payment of rent until such time as the keys are returned to LANDLORD.

- 23.4. By LANDLORD giving TENANT the required notice in the prescribed format in terms of Section 19 of the Housing (Scotland) Act 1988 of their intention to commence proceedings and then subsequently obtaining an order for recovery of possession from the Sheriff Court on one or more of the following grounds set out in schedule 5 of the Housing (Scotland) Act 1988. These grounds are as follows:-

HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 5 PARTS I AND II

Grounds 1-8 set out in Part 1 below are mandatory grounds: that is, if they are established the Sheriff must grant an order for possession.

Grounds 9-17 set out in Part II below are discretionary grounds, that is even if they are established, the Sheriff will grant an order for possession only if he believes it is reasonable to do so.

Ground 1

Not later than the beginning of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to Tenant that possession might be recovered on this Ground or the Sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case)-

- a. at any time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the house as his only or principal home; or
- b. the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the house as his or his spouse's only or principal home, and neither the Landlord (or, in the case of joint Landlords, any one of them) nor any other person who, as Landlord, derived title from the Landlord who gave the notice mentioned above acquired the Landlord's interest in the tenancy for value.

Ground 2

The house is subject to a heritable security granted before the creation of the tenancy and-

- a. as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- b. either notice was given in writing to Tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the Sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

Ground 3

The house is let under a tenancy for a specified period not exceeding eight months and-

- a. not later than the date of commencement of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to Tenant that possession might be recovered under this Ground; and
- b. the house was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy will be treated as being for a specified period-
 - i. not exceeding eight months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and
 - ii. exceeding eight months, if it confers on Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

Where the house is let under a tenancy for a specified period not exceeding 12 months and-

- a. not later than the date of commencement of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to Tenant that possession might be recovered on this Ground; and
- b. at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 to this Act; and for the purposes of this Ground a tenancy will be treated as being for a specified period-
 - i. not exceeding 12 months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and
 - ii. exceeding 12 months, if it confers on Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is not determinable as mentioned in paragraph (i) above.

Ground 5

The house is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and-

- a. not later than the beginning of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to Tenant that possession might be recovered on this ground; and
- b. the sheriff is satisfied that the house is required for occupation by such a minister or missionary as such a residence.

Ground 6

The Landlord who is seeking possession or, where the immediate Landlord is a registered housing association within the meaning of the [1985 c. 69.] Housing Associations Act 1985, a superior Landlord intends to demolish or reconstruct the whole or a substantial part of the house or to carry out substantial works on the house or any part thereof or any building of which it forms part and the following conditions are fulfilled (and in those conditions the Landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant Landlord")—

- a. either-
 - i. the relevant Landlord (or, in the case of joint relevant Landlords, any one of them) acquired his interest in the house before the creation of the tenancy; or
 - ii. none of the following persons acquired his interest in the house for value—
- b. the relevant Landlord (or, in the case of joint relevant Landlords, any one of them);

- c. the immediate Landlord (or, in the case of joint immediate Landlords, any one of them), where he acquired his interest after the creation of the tenancy;
- d. any person from whom the relevant Landlord (or any one of joint relevant Landlords) derives title and who acquired his interest in the house after the creation of the tenancy; and
- e. the relevant Landlord cannot reasonably carry out the intended work without Tenant giving up possession of the house because-
 - i. the work can otherwise be carried out only if Tenant accepts a variation in the terms of the tenancy and Tenant refuses to do so;
 - ii. the work can otherwise be carried out only if Tenant accepts an assured tenancy of part of the house and Tenant refuses to do so; or
 - iii. the work can otherwise be carried out only if Tenant accepts either a variation in the terms of the tenancy or an assured tenancy of part of the house or both, and Tenant refuses to do so; or
 - iv. the work cannot otherwise be carried out even if Tenant accepts a variation in the terms of the tenancy or an assured tenancy of only part of the house or both.

Ground 7

The tenancy has devolved under the will or intestacy of the former Tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former Tenant or, if the sheriff so directs, after the date on which, in his opinion, the Landlord (or, where there are joint Landlords, any of them) became aware of the former Tenant's death. For the purposes of this Ground, the acceptance by the Landlord of rent from a new Tenant after the death of the former Tenant will not be regarded as creating a new tenancy, unless the Landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8

Both at the date of the service of the notice under section 19 of this Act relating to the proceedings for possession and at the date of the hearing, at least three months rent lawfully due from Tenant is in arrears.

Ground 9

Suitable alternative accommodation is available for Tenant or will be available for him when the order for possession takes effect.

Ground 10

The following conditions are fulfilled-

- a. Tenant has given a notice to quit which has expired; and
- b. Tenant has remained in possession of the whole or any part of the house; and
- c. proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- d. Tenant is not entitled to possession of the house by virtue of a new tenancy.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, Tenant has persistently delayed paying rent, which has become lawfully due.

Ground 12

Some rent lawfully due from Tenant-

- a. is unpaid on the date on which the proceedings for possession are begun; and
- b. except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 13

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 14

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, Tenant or any one of joint Tenants or any person residing or lodging with him or any sub-Tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a Tenant or a sub-Tenant of his, Tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant. In this Ground, "the common parts" means any part of a building containing the house and any other premises, which Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

Ground 15

The Tenant, a person residing or lodging in the house with Tenant or a person visiting the house has-

- a. been convicted of-
 - i. using or allowing the house to be used for immoral or illegal purposes; or
 - ii. an offence punishable by imprisonment committed in, or in the locality of, the house; or
- b. acted in an antisocial manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- c. pursued a course of antisocial conduct in relation to such a person as is mentioned in head (b) above

In this Ground "antisocial", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and Tenant includes any one of joint Tenants."

Ground 16

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by Tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with Tenant or by a sub-Tenant of his, Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

Ground 17

The house was let to Tenant in consequence of his employment by the Landlord seeking possession or a previous Landlord under the tenancy and Tenant has ceased to be in that employment.

24. NOTICES & DECLARATIONS

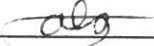

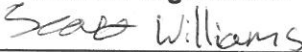
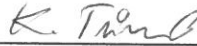
In signing this TENANCY and taking entry to SUBJECTS:

- 24.1. TENANT acknowledges that he was served a Form AT5, before the creation of TENANCY, and that he understands TENANCY to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988.
- 24.2. TENANT confirms that he has made full and true disclosure of all information sought by LANDLORD in connection with the granting of TENANCY.
- 24.3. TENANT confirms that he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect LANDLORD decision to grant the TENANCY.
- 24.4. TENANT agrees to indemnify LANDLORD against any loss at any time during TANANCY or thereafter and caused directly or indirectly by any action or inaction of TENANT or by any failure of TENANT to carry out any of his obligations pursuant to this TENANCY.

25. INTERPRETATION

Declaring for the purposes of TENANCY that words importing the masculine gender will include the feminine; words importing the singular will include the plural, and where there are two or more persons included in the expression "TENANT" the obligations and conditions incumbent upon and expressed to be made by TENANT, including payment of the rent, will be held to bind all such persons jointly and severally.

It is certified that TENANCY is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the guidance note dated 30th June, 1994 referring to Section 240 of the Finance Act 1994.

TENANT Signature 1 	Witness Signature 
TENANT Full Name (Block Capitals) X ALEXANDER JACK PROVAN	Witness Full Name (Block Capitals) Katarina Tunova
TENANT Address X 103 ARDARROCH ROAD AB24 5QS	Witness Address 138 Rosemount Place Aberdeen AB25 2YU
Date: 15/5/15 Time: 15:20	Date: 15/5/15 Time: 15:20
TENANT Signature 2 	Witness Signature 
TENANT Full Name (Block Capitals) X SCOTT JAMES WILLIAMS	Witness Full Name (Block Capitals) Katarina Tunova
TENANT Address X Floor 7, room 6, Woodmanhill flats 134 John Street, AB25 1LE	Witness Address 138 Rosemount Place Aberdeen AB25 2YU
Date: 15/5/15 Time: 15:20	Date: 15:20 15/5/15 Time:
TENANT Signature 3	Witness Signature <i>not applicable</i>
TENANT Full Name (Block Capitals) <i>not applicable</i>	Witness Full Name (Block Capitals) <i>not applicable</i>
TENANT Address <i>not applicable</i>	Witness Address <i>not applicable</i>
Date: Time:	Date: Time:

TENANT Signature 4 <i>not applicable</i>	Witness Signature <i>not applicable</i>
TENANT Full Name (Block Capitals) <i>not applicable</i>	Witness Full Name (Block Capitals) <i>not applicable</i>
TENANT Address <i>not applicable</i>	Witness Address <i>not applicable</i>
Date: _____ Time: _____	Date: _____ Time: _____

Landlord Signature <i>N. Tapper</i>	Witness Signature <i>Shirley J. Cooper</i>
Landlord Full Name (Block Capitals) <i>Nicholas William Tapper</i>	Witness Full Name (Block Capitals) <i>Shirley Cooper</i>
Landlord Address <i>The Knoll, Huntly Road, Aboyne, AB345HE</i>	Witness Address <i>Florence Court, Aberdeen, AB15 9TD</i>
Date: <i>10/5/15</i> Time: <i>09:30</i>	Date: <i>10-5-15</i> Time: <i>9.30</i>

**SCHEDULE 1
INVENTORY**

