

Our Ref:

Your Ref:

Date: []

DT:

DF:

Dear []

On behalf of and as instructed by **ALFRED PLACE LIMITED** a company incorporated under the Companies Acts (Registered Number 02782385) and having its Registered Office at Alfred House, 23–24 Cromwell Place, London, SW7 2LD and **THIRDPART 2003 LIMITED** a company incorporated under the Companies Acts (Registered Number 04852050) and having its Registered Office at Alfred House, 23–24 Cromwell Place, London, SW7 2LD, the said Thirdpart 2003 Limited and Alfred Place Limited being the continuing Trustees acting in terms of the Trust created by the Trust Instrument dated 04 March, 1949 made between Joan Campbell (1), Ian Fife Campbell Anstruther, (2) and Martin James Pollock, Francis Maurice Grosvenor Glyn and John Alfred Fergusson - Cunninghame, (3) and by a Trust Instrument dated 26 September, 1950 made between the same Parties as varied by an Order of the High Court of Justice, Chancery Division, dated 8 March, 1974, reference to the Record whereof is 1973 A 5277 (which Trust is known as the “Alexander Trust”) [Landlord Registration Number] (hereinafter referred to as "the Landlord"), I hereby offer to let to you, [name], residing at [address] (hereinafter referred to as "the Tenant"), but expressly excluding assignees, legal or conventional and sub-tenants, [define let property], together with the garden ground and garage (if any) pertaining thereto and the heritable fittings and fixtures therein and thereon [*all as shown outlined in [] on the plan annexed and signed as relative hereto*] (hereinafter referred to as [*“the Plan”*] and "the Let Property" [*respectively*]) [*it being declared that this Lease is granted to the Tenant as a consequence of the Tenants employment by the Landlord and that if that employment relationship ends the*

Landlord may recover possession of the Let Property as hereinafter provided] [together with a right of pedestrian and vehicular access thereto and therefrom over the private access road coloured [] on the Plan (hereinafter referred to as "the Access Road")] and that upon the following terms and conditions:-

1. The Tenancy shall commence on [] (the "date of entry") and shall be a Private Residential Tenancy in accordance with the Private Housing (Tenancies) (Scotland) Act 2016 ("the Act"). In accordance with Section 49(3) of the Act 2016 the Landlord and Tenant agree that any notice served by the Tenant on the Landlord to end this tenancy will not take effect until (a) [insert date which is 6 months from the start date] or (b) 60 days after the service of the said notice, whichever is the latter.
2. The rent shall be [] per month. The rent will be payable in advance on the [] day of each month and interest will be charged on any unpaid rent at five per cent above the rate specified from time to time by the Bank of Scotland as its base lending rate. The rent will be paid by standing order to [] (sort code []) into account number [] or such other account as may be specified from time to time by the Landlord.

Where any payment of rent is made in cash, the Landlord must provide the Tenant with a written receipt for the payment stating: (a) the date of payment; (b) the amount paid; and (c) either (as the case may be) (i) the amount which remains outstanding; or (ii) confirmation that no further amount remains outstanding.

The rent may be increased only in accordance with Chapter 2 of Part 4 of the Act.

3. *[A deposit of [£] shall be paid by the Tenant before entry as security for the Tenant's obligations under this missive or any other liability incurred by the Tenant in connection with this tenancy as the same may be assessed by the Landlord or his agents. The deposit or any balance thereof will be returnable to the Tenant at the end of the tenancy.]*

The Landlord will lodge the deposit with Safe Deposit Scotland within 30 working days of the start of this tenancy and provide the Tenant with the prescribed information in accordance with the Tenancy Deposit Schemes (Scotland) Regulations 2011.]

Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out

work or performs any other obligation for which the Tenant is responsible, the Landlord can apply for reasonable costs to be deducted from any deposit paid by the Tenant. Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy deposit scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant.

4. The Let Property shall be used as a private dwellinghouse only for the occupation of the Tenant and no other purpose whatsoever. The Tenant is prohibited from using the Let Property or permitting it to be used for any other purpose whatsoever. **The Tenant may not, without the written agreement of the Landlord (a) sublet the Let Property (or any part of it); (b) take in a lodger; (c) assign the tenant's interest in the Let Property (or any part of it); or (d) otherwise part with, or give up to another person, possession of the Let Property (or any part of it).**

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

If (a) in accordance with the term specified in immediately foregoing paragraph, the Landlord has been told about a person occupying the Let Property; and (b) that person has ceased to occupy the Let Property as that person's only or principal home, the Tenant must tell the Landlord that.

5. The Tenant will not do or permit to be done on the Let Property anything which in the opinion of the Landlord or his agents may be a nuisance or cause of annoyance to the Landlord or the occupiers of adjoining property. Should the Let Property at any time be left entirely unoccupied for a period exceeding fourteen days then the Tenant will advise the Landlord or his agents accordingly in advance. During such period of inoccupation the Tenant will leave the Let Property heated so as to avoid damage by cold or frost. If at any time damage is caused to the Let Property by cold or frost and is attributable to inadequate heating then the Tenant will be responsible for the reinstatement of such damage and payment of any incidental costs associated therewith.
6. The Let Property is accepted by the Tenant as being in good habitable and tenantable condition and meets the repairing standard as defined in Section 13 of the Housing (Scotland) Act 2006 and will be maintained by the Tenant in such condition. The Tenant is bound to maintain the interior of the Let Property throughout the period of the tenancy and to leave it

at the termination hereof for any reason in the like habitable and tenantable condition, repair and in good decorative order. No modifications, alterations or additions to the Let Property shall be carried out without the prior written consent of the Landlord or his agents and in the case of redecoration, approval by the Landlord or his agents of colour schemes. If the Let Property forms part of a flatted property the Tenant shall be responsible for paying for the cleaning expenses of the common parts of the flatted property or for implementing any stair cleaning rota and duly fulfilling the obligations of such rota. The Tenant shall be responsible for the cost of vermin control and eradication including rats, mice, cockroaches, bees, wasps, fleas, flies or any other pest taking refuge in the Let Property.

7. A pre-tenancy inspection of the Let Property as required by Section 14(1) of the Housing (Scotland) Act 2006 has been carried out to ensure that it meets the repairing standard. The Landlord undertakes to maintain the structure and exterior of the Let Property (excluding any windows which may be broken or damaged by the Tenant) in watertight condition and will keep in repair and proper working order (i) the installations in the Let Property for the supply of water and electricity and for sanitation (including basins, sinks, baths, sanitary conveniences and septic tanks, but not except as otherwise provided in this agreement fixtures, fittings and appliances for making use of the supply of water and electricity) (ii) the central heating system (if any); (iii) any furnishings provided by the Landlord; and (iv) the installations in the Let Property for detecting fires and for giving warning in the event of fire or suspected fire; provided always that any defects in such installations are reported to the Landlord or his agents in writing and are not due to improper use of them or neglect by the Tenant.
8. The Tenant will notify the Landlord or his agents immediately should any repairs be necessary to, or incident occur affecting, the Let Property.
9. The Tenant agrees to keep the Let Property clean and tidy and to keep regularly cleaned all windows and to have the chimney vents (if any) swept by a reputable firm at least once in every year and to leave all windows so cleaned and vents so swept at the termination of this tenancy. If reasonably required by the Landlord the Tenant will have the carpets properly cleaned at the termination of this tenancy. The Tenant also undertakes to maintain the garden ground (if any) in a neat and tidy condition and to regularly cut and trim all grass and hedges and to keep all boundary fences in good order and condition. The Tenant shall pay the costs of emptying the septic tank as and when required and leave it empty at the termination of this tenancy. Nails must not be driven into the walls nor must sellotape or any other adhesive substance, including Blu-tak, be used on the walls of the Let Property. No dogs, cats or other animals shall be kept in the Let Property without the express written consent of the Landlord

or his agents. In the event of the Landlord giving consent any dogs, cats or other animals shall be kept under proper control and shall not be a nuisance or a disturbance to the occupiers of the adjoining subjects.

10. The Tenant will have the use of all services relating to the Let Property including, where applicable, telephone, electricity, gas and shall pay for all electricity, telephone, gas and broadband charges (including any standing or rental charges) applicable to the Let Property during the period of the let. The tenant will pay all bills as and when they fall due for electricity, gas, telephone and other services consumed or used during the tenancy and all other charges in connection with any televisions (if any) at the Let Property including, without prejudice to the foregoing generality, the television licence fee and any cable, satellite or other similar charges. The Tenant shall arrange for the transfer of the telephone and electricity accounts into the Tenant's name and to pay for such transfer. If for any reason, including non-payment of accounts, the telephone or electricity supplies are disconnected from the Let Property, the Tenant shall be responsible for all charges arising from the reconnection thereof. The Tenant shall not change the provider of any service without the Landlord's prior knowledge and written consent. The Tenant shall be responsible for any charges made by the service provider or providers in disconnecting the services in the Tenant's name and transferring the service or services into the Landlord's name at the termination of the tenancy. Where the service provider has been changed by the Tenant, the Landlord reserves the right to request the Tenant at the Tenant's expense to restore the service to the original provider.
11. The Tenant will be responsible for payment of the Council Tax with effect from the date of entry and any other Local Authority Charges, rates or other such levies which may be imposed from time to time on the Tenant or the Let Property or any other person residing in the Let Property with the Tenant during the period of this let. The Tenant will provide the Regional Assessor with such information as he may require as soon as reasonably practical after the date of entry.
12. Except in the case of emergency the Tenant will allow the Landlord or his agents or any other person authorised by him to have reasonable access to the Let Property for an Authorised Purpose as hereinafter defined where (a) the Tenant has been given at least 48 hours' notice by the Landlord; or (b) access is required urgently for the purpose of (i) carrying out work on the Let Property; or (ii) inspecting the Let Property in order to determine what work of a type mentioned in the immediately following Clause 13 to carry out.

13. The Authorised Purposes mentioned in the foregoing Clause 12 are: (a) carrying out any work on the Let Property which the Landlord has an entitlement or obligation to carry out; (b) inspecting the Let Property (i) in order to determine what work of a type mentioned in head (a) (if any) to carry out; (ii) in pursuance of any entitlement or obligation which the Landlord has to carry out an inspection; (c) valuing the Let Property (or any part of it) Declaring for the avoidance of doubt that the foregoing references to the Landlord having an entitlement or obligation to do something are to the Landlord having an entitlement or obligation to do the thing by virtue of (a) an enactment; or (b) the terms of any agreement between the Landlord and the Tenant.
14. The Tenant is to allow reasonable use of facilities within the Let Property in connection with anything done or to be done under the term specified in Clause 12
15. The Tenant shall indemnify the Landlord against all liability for which the Landlord may become responsible as a result of anything done or omitted to be done on the Let Property by the Tenant, his servants or agents or any other party for whom the Tenant may be responsible including any person who the Tenant has invited upon the Let Property and against all relative or consequential expenses.
16. The Landlord will insure the Let Property against all normal risks with an established insurance company at his own expense. The Tenant will be responsible for the insurance of any contents in the Let Property belonging to the Tenant. The Tenant will not do or permit to be done any act whereby the insurance of the Let Property shall be rendered void or voidable and whereby the premiums payable in respect of such insurance shall be increased beyond the normal rate.
17. The Landlord shall not be liable for the temporary deprivation of the occupancy or the full use and enjoyment of the Let Property through the bursting, leaking or failure of water supply, waste or soil pipes or the choking, stoppage or overflow thereof or of the drains, gutters, rones or conductors or from the failure, fusing or breakdown of the central heating system, electric cables, wires or appliances, or as the result of fire in the Let Property or neighbouring properties.
18. The Tenant acknowledges that the Tenant has, prior to the execution hereof, received the Private Residential Tenancy Statutory Terms Supporting Note in accordance with The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017.

19. The Tenancy may not be brought to an end by the Landlord, the Tenant, nor any agreement between them, except in accordance with Part 5 of the Act. Schedule 3 of the Act provides the following eviction grounds:-
 1. Landlord intends to sell
 - 1.1. It is an eviction ground that the landlord intends to sell the let property.
 - 1.2. The First-tier Tribunal must find that the ground named by sub-paragraph 1.1 applies if the landlord—
 - 1.2.1. is entitled to sell the let property, and
 - 1.2.2. intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it.
 - 1.3. Evidence tending to show that the landlord has the intention mentioned in sub-paragraph 1.2.2 includes (for example)—
 - 1.3.1. a letter of engagement from a solicitor or estate agent concerning the sale of the let property,
 - 1.3.2. a recently prepared document that anyone responsible for marketing the let property would be required to possess under section 98 of the Housing (Scotland) Act 2006 were the property already on the market.
 2. Property to be sold by lender
 - 2.1. It is an eviction ground that a lender intends to sell the let property.

2.2. The First-tier Tribunal must find that the ground named by sub-paragraph 2.1 applies if—

2.2.1. the let property is subject to a heritable security,

2.2.2. the creditor under that security is entitled to sell the let property, and

2.2.3. the creditor requires the tenant to leave the let property for the purpose of disposing of it with vacant possession.

3. Landlord intends to refurbish

3.1. It is an eviction ground that the landlord intends to carry out significantly disruptive works to, or in relation to, the let property.

3.2. The First-tier Tribunal must find that the eviction ground named by sub-paragraph 3.1 applies if—

3.2.1. the landlord intends to refurbish the let property (or any premises of which the let property forms part),

3.2.2. the landlord is entitled to do so, and

3.2.3. it would be impracticable for the tenant to continue to occupy the property given the nature of the refurbishment intended by the landlord.

3.3. Evidence tending to show that the landlord has the intention mentioned in sub-paragraph

3.2.1 includes (for example)—

3.3.1. any planning permission which the intended refurbishment would require,

3.3.2. a contract between the landlord and an architect or a builder which concerns the intended refurbishment.

4. Landlord intends to live in let property

4.1. It is an eviction ground that the landlord intends to live in the let property.

4.2. The First-tier Tribunal must find that the ground named by sub-paragraph 4.1 applies if the landlord intends to occupy the let property as the landlord's only or principal home for at least 3 months.

4.3. References to the landlord in this paragraph—

4.3.1. in a case where two or more persons jointly are the landlord under a tenancy, are to be read as referring to any one of them,

4.3.2. in a case where the landlord holds the landlord's interest as a trustee under a trust, are to be read as referring to a person who is a beneficiary under the trust.

4.4. Evidence tending to show that the landlord has the intention mentioned in sub-paragraph 4.2 includes (for example) an affidavit stating that the landlord has that intention.

5. Family member intends to live in let property

5.1. It is an eviction ground that a member of the landlord's family intends to live in the let property.

5.2. The First-tier Tribunal may find that the ground named by sub-paragraph 5.1 applies if—

- 5.2.1. a member of the landlord's family intends to occupy the let property as that person's only or principal home for at least 3 months, and
- 5.2.2. the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.
- 5.3. A member of the landlord's family is to be regarded as having the intention mentioned in sub-paragraph 5.2 if—
 - 5.3.1. the family member is incapable of having, or expressing, that intention, and
 - 5.3.2. the landlord and (if different) a person entitled to make decisions about where the family member lives, intend that the family member will occupy the let property as the family member's only or principal home for at least 3 months.
- 5.4. For the purposes of this paragraph, a person is a member of the landlord's family if the person is—
 - 5.4.1. in a qualifying relationship with the landlord,
 - 5.4.2. a qualifying relative of the landlord,
 - 5.4.3. a qualifying relative of a person who is in a qualifying relationship with the landlord,
or
 - 5.4.4. in a qualifying relationship with a qualifying relative of the landlord.
- 5.5. For the purposes of sub-paragraph 5.4 —

- 5.5.1. two people are in a qualifying relationship with one another if they are—
 - 5.5.1.1. (married to each other,
 - 5.5.1.2. in a civil partnership with each other, or
 - 5.5.1.3. living together as though they were married,
- 5.5.2. “a qualifying relative” means a parent, grandparent, child, grandchild, brother or sister,
- 5.5.3. a relationship of the half blood is to be regarded as a relationship of the whole blood,
- 5.5.4. a person’s stepchild is to be regarded as the person’s child,
- 5.5.5. a person (“A”) is to be regarded as the child of another person (“B”), if A is being or has been treated by B as B’s child.
- 5.6. In a case where two or more persons jointly are the landlord under a tenancy, references to the landlord in this paragraph are to any one of them.
- 5.7. Evidence tending to show that a member of the landlord’s family has the intention mentioned in sub-paragraph 5.2 includes (for example) an affidavit stating that the person has that intention.
- 6. Landlord intends to use for non-residential purpose
 - 6.1. It is an eviction ground that the landlord intends to use the let property for a purpose other than housing.

- 6.2. The First-tier Tribunal must find that the ground named by sub-paragraph 6.1 applies if the landlord intends to use the let property for a purpose other than providing a person with a home.
- 6.3. Evidence tending to show that the landlord has the intention mentioned in sub-paragraph 6.2 includes (for example) any planning permission which would be required if the let property is to be used for the intended purpose.
7. Property required for religious purpose
- 7.1. It is an eviction ground that the let property is required for use in connection with the purposes of a religion.
- 7.2. The First-tier Tribunal must find that the ground named by sub-paragraph 7.1 applies if—
- 7.2.1. the let property is held for the purpose of being available for occupation by a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed,
- 7.2.2. the let property has previously been occupied by a person engaged in the work of a religious denomination as a residence from which that person's duties were performed, and
- 7.2.3. the let property is required for the purpose mentioned in paragraph 7.2.1.
- 7.3. In sub-paragraph 7.2, reference to a person engaged in the work of a religious denomination includes an imam, a lay missionary, minister, monk, nun, priest and rabbi.

8. Not an employee
- 8.1. It is an eviction ground that the tenancy was entered into to provide an employee with a home and the tenant is not a qualifying employee.
- 8.2. The First-tier Tribunal must find that the ground named by sub-paragraph 8.1 applies if—
- 8.2.1. the tenancy was granted to the tenant—
- 8.2.1.1. in consequence of the tenant being an employee of the landlord, or
- 8.2.1.2. in the expectation that the tenant would become an employee of the landlord,
- 8.2.2. the tenant is not employed by the landlord, and
- 8.2.3. either—
- 8.2.3.1. the application for an eviction order that is before the Tribunal was made within 12 months of the tenant ceasing to be an employee of the landlord, or
- 8.2.3.2. if the tenant never became an employee of the landlord, the application for an eviction order that is before the Tribunal was made within 12 months of the tenancy being granted to the tenant.
- 8.3. The First-tier Tribunal may find that the ground named by sub-paragraph 8.1 applies if—
- 8.3.1. the conditions set out in sub-paragraph 8.2.1 and 8.2.2 are met, and

- 8.3.2. the Tribunal is satisfied that it is reasonable to issue an eviction order, despite the landlord not applying for one within the period of 12 months mentioned in sub-paragraph 8.2.3.
- 8.4. In sub-paragraphs 8.2 and 8.3, “landlord” includes any person who has been a landlord under the tenancy.
9. No longer in need of supported accommodation
- 9.1. It is an eviction ground that the tenancy was entered into on account of the tenant having an assessed need for community care and the tenant has since been assessed as no longer having that need.
- 9.2. The First-tier Tribunal may find that the ground named by sub-paragraph 9.1 applies if—
- 9.2.1. the tenancy was granted in consequence of the tenant being assessed under section 12A of the Social Work (Scotland) Act 1968 to have needs calling for the provision of community care services,
- 9.2.2. the tenancy would not have been granted to the tenant on the basis of the latest assessment of the tenant’s needs under that section, and
- 9.2.3. the Tribunal considers it reasonable to issue an eviction order on account of that fact.
- 9.3. The condition in sub-paragraph 9.2.1 is to be deemed to be met if the tenancy was granted as a result of a local authority taking urgent action by virtue of section 12A(5) of the Social Work (Scotland) Act 1968.

10. Not occupying Let Property

10.1. It is an eviction ground that the tenant is not occupying the let property as the tenant's home.

10.2. The First-tier Tribunal must find that the ground named by sub-paragraph 10.1 applies if—

10.2.1. the let property is not being occupied as the only or principal home of—

10.2.1.1. the tenant, or

10.2.1.2. a person to whom a sub-tenancy of the let property has been lawfully granted, and

10.2.2. the let property not being so occupied is not attributable to a breach of the landlord's duties under Chapter 4 of Part 1 of the Housing (Scotland) Act 2006.

10.3. In sub-paragraph 10.2, the reference to a sub-tenancy being lawfully granted is to be construed in accordance with section 46(3).

11. Breach of tenancy agreement

11.1. It is an eviction ground that the tenant has failed to comply with an obligation under the tenancy.

11.2. The First-tier Tribunal may find that the ground named by sub-paragraph 11.1 applies if—

11.2.1.1. the tenant has failed to comply with a term of the tenancy, and

11.2.1.2. the Tribunal considers it to be reasonable to issue an eviction order on account of that fact.

11.3. The reference in sub-paragraph 11.2 to a term of the tenancy does not include the term under which the tenant is required to pay rent.

12. Rent arrears

12.1. It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.

12.2. The First-tier Tribunal must find that the ground named by sub-paragraph 12.1 applies if—

12.2.1. at the beginning of the day on which the Tribunal first considers the application for an eviction order on its merits, the tenant—

12.2.1.1. is in arrears of rent by an amount equal to or greater than the amount which would be payable as one month's rent under the tenancy on that day, and

12.2.1.2. has been in arrears of rent (by any amount) for a continuous period, up to and including that day, of three or more consecutive months, and

12.2.2. the Tribunal is satisfied that the tenant's being in arrears of rent over that period is not wholly or partly a consequence of a delay or failure in the payment of a relevant benefit.

12.3. The First-tier Tribunal may find that the ground named by sub-paragraph 12.1 applies if—

- 12.3.1. for three or more consecutive months the tenant has been in arrears of rent, and
- 12.3.2. the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order.
- 12.4. In deciding under sub-paragraph 12.3 whether it is reasonable to issue an eviction order, the Tribunal is to consider whether the tenant's being in arrears of rent over the period in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit.
- 12.5. For the purposes of this paragraph—
- 12.5.1. references to a relevant benefit are to—
- 12.5.1.1. a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),
- 12.5.1.2. a payment on account awarded under regulation 91 of those Regulations,
- 12.5.1.3. universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,
- 12.5.1.4. sums payable by virtue of section 73 of the Education (Scotland) Act 1980,
- 12.5.2. references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.
13. Criminal behaviour

- 13.1. It is an eviction ground that the tenant has a relevant conviction.
- 13.2. The First-tier Tribunal must find that the ground named by sub-paragraph 13.1 applies if—
- 13.2.1. after the tenancy is granted, the tenant receives a relevant conviction, and
- 13.2.2. either—
- 13.2.2.1. the application for an eviction order that is before the Tribunal was made within 12 months of the tenant's conviction, or
- 13.2.2.2. the Tribunal is satisfied that the landlord has a reasonable excuse for not making the application within that period.
- 13.3. In sub-paragraph 13.2, "a relevant conviction" means a conviction for an offence—
- 13.3.1. which was committed by using, or allowing the use of, the let property for an immoral or illegal purpose, or
- 13.3.2. which—
- 13.3.2.1. was committed within or in the locality of the let property, and
- 13.3.2.2. is punishable by imprisonment.
- 13.4. In a case where two or more persons jointly are the tenant under a tenancy, the reference in sub-paragraph 13.2 to the tenant is to any one of those persons.
14. Anti-social behaviour

- 14.1. It is an eviction ground that the tenant has engaged in relevant anti-social behaviour.
- 14.2. The First-tier Tribunal may find that the ground named by sub-paragraph 14.1 applies if—
- 14.2.1. the tenant has behaved in an anti-social manner in relation to another person,
 - 14.2.2. the anti-social behaviour is relevant anti-social behaviour, and
 - 14.2.3. either—
 - 14.2.3.1. the application for an eviction order that is before the Tribunal was made within 12 months of the anti-social behaviour occurring, or
 - 14.2.3.2. the Tribunal is satisfied that the landlord has a reasonable excuse for not making the application within that period.
- 14.3. For the purposes of this paragraph, a person is to be regarded as behaving in an anti-social manner in relation to another person by—
- 14.3.1. doing something which causes or is likely to cause the other person alarm, distress, nuisance or annoyance,
 - 14.3.2. pursuing in relation to the other person a course of conduct which—
 - 14.3.2.1. causes or is likely to cause the other person alarm, distress, nuisance or annoyance, or
 - 14.3.2.2. amounts to harassment of the other person.

14.4. In sub-paragraph 14.3 —

- “conduct” includes speech,
- “course of conduct” means conduct on two or more occasions,
- “harassment” is to be construed in accordance with section 8 of the Protection from Harassment Act 1997.

14.5. Anti-social behaviour is relevant anti-social behaviour for the purpose of sub-paragraph 14.2.2 if the Tribunal is satisfied that it is reasonable to issue an eviction order as a consequence of it, given the nature of the anti-social behaviour and—

14.5.1. who it was in relation to, or

14.5.2. where it occurred.

14.6. In a case where two or more persons jointly are the tenant under a tenancy, the reference in sub-paragraph 14.2 to the tenant is to any one of those persons.

15. Association with person who has relevant conviction or engaged in relevant anti-social behaviour

15.1. It is an eviction ground that the tenant associates in the let property with a person who has a relevant conviction or has engaged in relevant anti-social behaviour.

15.2. The First-tier Tribunal may find that the ground named by sub-paragraph 15.1 applies if—

15.2.1. a person who falls within sub-paragraph 15.4 —

15.2.1.1. has received a relevant conviction as defined by paragraph 13.3, or

- 15.2.1.2. has engaged in relevant anti-social behaviour,
- 15.2.2. the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact, and
- 15.2.3. either—
- 15.2.3.1. the application for an eviction order that is before the Tribunal was made within 12 months of the conviction or (as the case may be) the occurrence of the anti-social behaviour, or
- 15.2.3.2. the Tribunal is satisfied that the landlord has a reasonable excuse for not making the application within that period.
- 15.3. In sub-paragraph 15.2.1.2, “relevant anti-social behaviour” means behaviour which, if engaged in by the tenant, would entitle the Tribunal to issue an eviction order on the basis that the tenant has engaged in relevant anti-social behaviour.
- 15.4. A person falls within this sub-paragraph if the person—
- 15.4.1. resides or lodges in the let property,
- 15.4.2. has sub-let the let property (or part of it) from the tenant, or
- 15.4.3. has been admitted to the let property by the tenant on more than one occasion.
- 15.5. In a case where two or more persons jointly are the tenant under a tenancy, the references in sub-paragraphs 15.3 and 15.4 to the tenant are to any one of those persons.

16. Landlord has ceased to be registered
- 16.1. It is an eviction ground that the landlord is not registered by the relevant local authority under the Antisocial Behaviour etc (Scotland) Act 2004 (“the 2004 Act”).
- 16.2. The First-tier Tribunal may find that the ground named by sub-paragraph 16.1 applies if—
- 16.2.1. the landlord is not entered in the register prepared and maintained for the purposes of Part 8 of the 2004 Act by the local authority within whose area the let property is situated because either—
- 16.2.1.1. the local authority has refused to enter the landlord in the register, or
- 16.2.1.2. the local authority has removed the landlord from the register in accordance with section 88(8) or 89 of the 2004 Act,
- 16.2.2. by continuing to let the property to the tenant the landlord—
- 16.2.2.1. is committing an offence under subsection (1) of section 93 of the 2004 Act, or
- 16.2.2.2. would be doing so but for subsection (6) of that section, and
- 16.2.3. the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.
17. HMO licence has been revoked

- 17.1. It is an eviction ground that the let property or associated living accommodation is in multiple occupation and not licensed under Part 5 of the Housing (Scotland) Act 2006 (“the 2006 Act”).
- 17.2. The First-tier Tribunal may find that the ground named by sub-paragraph 17.1 applies if—
- 17.2.1. under section 139(1) or 157(2) of the 2006 Act, the HMO licence for the let property has been revoked, and
- 17.2.2. the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.
18. Overcrowding statutory notice
- 18.1. It is an eviction ground that an overcrowding statutory notice has been served on the landlord.
- 18.2. The First-tier Tribunal may find that the ground named by sub-paragraph 18.1 applies if—
- 18.2.1. an overcrowding statutory notice in respect of the let property has been served on the landlord under section 17(3) of the Private Rented Housing (Scotland) Act 2011, and
- 18.2.2. the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.
20. The Tenant shall at the termination of this tenancy make arrangements for all mail for the Tenant to be redirected to the Tenant's new or forwarding address. The Landlord cannot guarantee to forward mail which arrives for the Tenant after the termination of this tenancy.

21. The Tenant (if more than one person) will be jointly and severally liable for the payment of the rent and the performance of all other obligations contained herein.
22. *[The Tenant shall not do anything which may in any way impede, hinder or prevent the normal continuation of the farming, forestry and sporting activities carried on at [] Estate / Farm.]*
23. Where the Let Property is served by a private septic tank, cesspit or Klargestertype tanks the Tenant shall pay the costs of emptying the septic tank serving the Let Property as and when required. Where any septic tank serves other properties including the Let Property, the Tenant shall pay a share of the costs of emptying the septic tank in accordance with the respective use thereof. The Tenant shall not flush anything additional other than paper down the lavatory, in order not to obstruct the proper operation of the septic tank system, but shall dispose of sanitary or other products in rubbish bags to be taken off the Let Property.
24. *[Whereas the Let Property has a right of pedestrian and vehicular access and egress over the Access Road the Tenant shall pay a share of the cost of maintaining the same along with other users thereof in accordance with the respective use such proportions to be determined by the Landlord in the event of disagreement and the tenant will not park any vehicles on the Access Road.]*
25. The Tenant accepts that signature of this agreement may have certain legal consequences, and he or she should seek independent legal advice before signature.
26. In this agreement wherever the context admits the singular shall include the plural and the masculine shall include the feminine and vice versa.

Yours sincerely

for and on behalf of the Alexander Trust

I/WE, [], (the Tenant) accept the foregoing offer and that on the terms and conditions contained therein.

Signed

Dated

BALCASKYIE