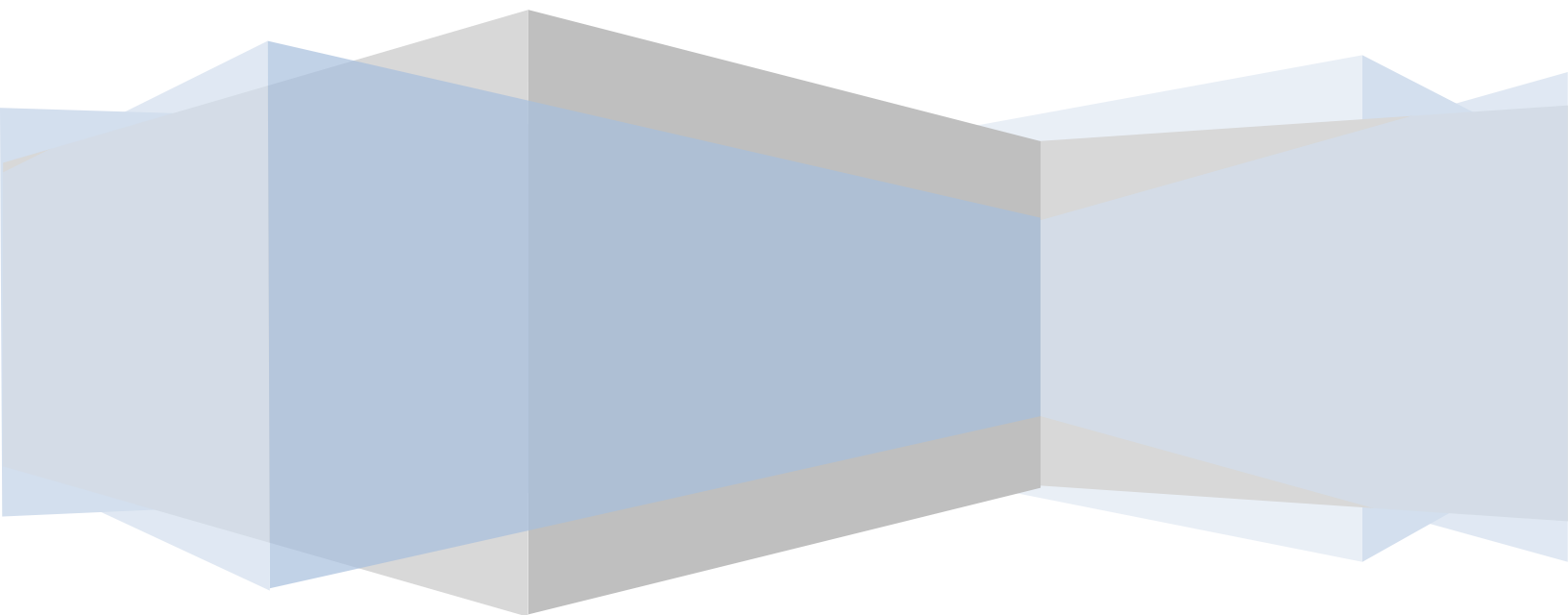


# McKenzie Properties Ltd

Tenancy Agreement

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)



# McKenzie Properties Ltd

---

## *LEASE*

Dear Sir/ Madam,

In the following Missive of Let the following expressions shall have the meaning and effect respectively set opposite them namely:-

- |     |                 |   |
|-----|-----------------|---|
| (a) | The Landlord    | McKenzie Properties Ltd<br>9 Grierson Drive<br>Deanston Doune FK16 6BA  |
| (b) | The Tenant      | NAME .  |
| (c) | The House       | PROPERTY ADDRESS  |
| (d) | Date of Entry   | DATE  |
| (e) | The Rent        | The Sum of RENT (£)<br><br>Per calendar month payable one month in advance.   |
| (f) | The Furnishings | Carpets, Curtains in all rooms, Fridge and freezer, hob, extractor,<br><br>Cupboards, units and worktops in the kitchen, beds and all furniture provided. |

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
9 Grierson Drive Deanston Doune  
FK166BA  
01786 841702

# McKenzie Properties Ltd

---

## *Terms of Tenancy*

I, the Tenant hereby offer to take on the let from the Landlord the house on the following conditions;

1. The let will be from the date of entry for a period of 6 months.  
After the initial period the let may be terminated by one month's notice by either party to the other.
2. The Tenant shall pay;
  - a) The rent monthly in advance, with interest at ten per centum per annum from the due date of payment until paid.
  - b) All electricity, gas, oil, telephone and other charges incurred by the Tenant during the let, including a proportion of the television license fee for the period of the let.
3. The Tenant undertakes;
  - a) To keep the house clean, well aired and fired, the garden in neat and tidy order and free from weeds and the grass regularly cut during the growing season.
  - b) To have the windows cleaned at least once per month
  - c) To check the smoke detectors and/or other provided fire detection equipment once a week, keep a record and notify the landlord of any faults as soon as possible.
  - d) To use the house as a private residence for the Tenant and the Tenant's immediate family only.
  - e) Not to alter, decorate or paint any part of the house.
  - f) Not to remove, mark or cut any part of the house of the furnishings therein.
  - g) Not to stop up or obstruct the waste pipes or drains.
  - h) Not to keep cats, dogs, or any other pets unless agreed in writing with the landlord.

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
9 Grierson Drive Deanston Doune  
FK166BA  
01786 841702

- i) Not to do anything which may result in inconvenience to the Landlord or be a nuisance to neighbours.
  - j) Not to leave the house unoccupied for more than two weeks and on any occasion when it is unoccupied to take all reasonable precautions to safeguard it and the contents including turning off the water at the main and (during winter months) draining the tank and pipes.
  - k) To give the Landlord immediate written notice of any damage to, or defect in, the house.
  - l) Not to assign, sub-let, charge or otherwise part with possession of all or any part of the house.
  - m) To vacate the house on the due date of expiry of the let without the necessity for notice of any kind.
  - n) To permit prospective purchasers, at any time, and prospective tenants at any reasonable time during the last three weeks of the let, to inspect the house.
  - o) To permit the Landlord and his agents to inspect the house at any reasonable time during the let on reasonable prior notice and to provide facilities for the carrying out of any repairs to, or alterations of the house which the landlord or his agents may reasonably consider necessary.
  - p) To pay and/or free the Landlord of the liability for Council Tax which may arise in respect of the house or in consequence of the occupation by the Tenant of the house or any part thereof during the period of let to follow hereon.
4. The Landlord undertakes to keep the house in good condition and repair unless the house becomes uninhabitable as a result of structural defect or damage.
5. The tenant agrees;
- a) That the tenant will remove from the house on the termination of the let.
  - b) That the landlord will be entitled at the termination of the let to use the deposit to meet any outstanding sums or accounts due by the Tenant, the cost of repairing or replacing any of the contents which have been broken, damaged or lost and the expense of making good any failure by the Tenant to fulfill any of the other conditions of the let, the balance of the deposit to be refunded to the Tenant within a reasonable time after the termination of the let.

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

6.
  - a) The Tenant acknowledges notice to the effect that the tenancy to follow hereon is a Short Assured Tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988 and that the requirements of that Section have been complied with and further that the landlord may make application to the Court to recover the possession of the premises under Section 33 of the said Act.
7. The Tenant accepts that if the Tenant is more than one person all obligations on the Tenant's part are taken jointly and severally
8. The Tenant accepts that the furnishings are in good tenantable condition as at the date of entry, and undertakes to leave them in like condition at the termination of the let.
9. The parties hereto consent to the registration of these presents for preservation and execution.

Yours Faithfully,

(Tenant).....

(Tenant).....

(Tenant).....

(Tenant).....

(Tenant).....

(Witness).....

(Date).....

(Full Name).....

(Address).....

.....

I hereby accept the foregoing offer.

(Landlord).....

(Date).....

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
 9 Grierson Drive Deanston Doune  
 FK166BA  
 01786 841702

# McKenzie Properties Ltd

---

## *Form AT-5*

*FORM AT5 for Use by a Landlord of Assured Tenancies*

*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, (name of prospective tenant(s)) .....

### **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 McKenzie Properties Ltd 9 Grierson Drive Deanston Doune FK16 6BA your prospective Landlord give notice that the tenancy being offered to you of the accommodation within the house known as ADDRESS, to which the notice relates is to be a short assured tenancy in terms of Section 32 of the Housing (Scotland) Act 1988.

Signed Landlord .....

Date .....

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
9 Grierson Drive Deanston Doune  
FK166BA  
01786 841702

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 NOT LESS THAN 6 MONTHS.

NOTE 3 TO PROSPECTIVE TENANT

A LANDLORD OF A SHORT ASSURED TENANCY HAS SPECIAL RIGHTS TO REPOSSES 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.

PART 3 ADDRESS AND TELEPHONE NUMBER OF AGENTS IF APPROPRIATE

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 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.

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
9 Grierson Drive Deanston Doune  
FK166BA  
01786 841702

## 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 1980 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 organization which gives advice on housing matters.

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
9 Grierson Drive Deanston Doune  
FK166BA  
01786 841702



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(s)).....

Signed (prospective tenant(s)) .....

Date .....

[www.flatsinstirling.co.uk](http://www.flatsinstirling.co.uk)

McKenzie Properties LTD  
9 Grierson Drive Deanston Doune  
FK166BA  
01786 841702