

Short Assured Tenancy

Draft Lease

Between

Viton Services Limited, a company incorporated under the Companies Acts and having their registered office at Barremman, Clynder, G84 0QX, (hereinafter referred to as “The Landlord”)

and _____ residing at

(hereinafter referred to as “The Tenant”)

of subjects

at Flat 8, Argyll View, Helensburgh, G84

1. It is agreed between the Landlord and the Tenant that the premises will be leased under the Housing (Scotland) Act 1988 as a Short Assured Tenancy, for the period from the day of 2005 for a minimum period of six months. Thereafter the Lease will continue on a monthly basis and may be terminated by either party by giving one month’s written notice to the other party.
2. It is understood that the Tenant will, when required by the Landlord or his agents, allow prospective tenants to view the premises at all reasonable times.
3. The rent shall be at the rate of £ (thousand hundred pounds) sterling per annum payable at the rate of £ per calendar month in advance on the first day of each month. The deposit will be £ prior to entry. The deposit will be returned in full after a satisfactory inspection of the premises prior to the tenant vacating the premises.

4. In addition to the foregoing rent, there shall be payable by the Tenant, all council tax payments and all charges for electricity and gas consumed during his/her occupancy and to this end the relevant meters will be read both at the commencement and at the expiry or termination of the let, whichever is the sooner. The Tenant shall pay for the whole cost of the telephone rental, telephone calls, terrestrial and other television services, Broadband and other digital services originated by him/her during the occupancy. In addition, the electricity and gas supplies and the telephone service will be transferred into the name of the Tenant prior to commencement of occupancy. The Tenant will not change the supplier of gas, electricity or telephone services without the written permission of the Landlord. The Tenant will transfer said supplies and service back into the name of the Landlord at the expiry or sooner termination of the let if so requested. An account will be made between the Landlord and the Tenant at such intervals as may be decided upon by the Landlord or at the termination of the Lease.
5. It is agreed that; the Tenant will, for the entire period of the Lease, have quiet and exclusive possession of the premises except as hereinafter provided which premises shall be occupied only as a private dwelling house by the Tenant. The Tenant shall have no right to assign or sub-let the premises in whole or in part or take in boarders or lodgers without the written permission of the Landlord. The Tenant agrees to keep the premises regularly occupied, aired and heated.
6. It is further agreed that: all personal property or furniture or household equipment belonging to the Tenant which the Tenant brings on to the premises during the period of this Lease will remain the personal property of the Tenant and the Tenant must remove from the premises such property on the termination of this Lease. The Tenant will be responsible for effecting any insurance cover considered necessary in respect of his/her own property at his/her own expense and no liability shall attach to the Landlord in respect of any loss or damage or injury to the Tenant's personal property however occurring.
7. The Tenant shall not breed or keep any birds, dogs, cats or other animals on the premises without the written permission of the Landlord.
8. If at any time the Landlord or Landlord's agents desire access to the premises for whatever reason the Tenant shall arrange same on being given twenty four hours' notice.

9. The Tenant accepts the premises in good and sufficient repair including the equipment, furniture and furnishings specified in the schedule thereof annexed and subscribed by the parties as relative hereto and agrees to keep them in a good, clean and tidy condition as at his/her ingoing, reasonable use and fair wear and tear excepted. In addition the Tenant will make payment to the Landlord any charges due for the maintenance of the garden grounds pertaining to the premises. These charges will be agreed by the Landlord and the Tenant prior to entry and subject to an annual review. The Landlord will merely keep the structure and exterior of the premises wind and water tight and in repair and will maintain in proper working order the installations in the premises for the supply of water, gas and electricity and for sanitation, all in terms of paragraph 3 of Schedule 10 to the Housing (Scotland) Act 1987. All other repairs shall be the responsibility of the Tenant who must not, however, execute or instruct any repairs, except those of a minor nature, or make any alterations or additions to the premises as soon as it occurs. No claim for compensation for expenditure on or improvements to the premises or otherwise shall be competent at the instance of the Tenant or his representative except insofar as the Landlord has agreed in writing to meet the cost of said expenditure or the cost of said improvements. No alterations shall be made to the structure of the property without the written permission of the Landlord. No interior decoration shall be carried out without the written permission of the Landlord.
10. The Tenant shall not remove any household furniture, fittings or effects from the premises except as hereinafter provided) and shall leave the same at the termination of the tenancy in the several rooms and places as described in the inventory aftermentioned or as found at the commencement of his/her occupancy. The Tenant shall replace, if possible or make a reasonable payment in lieu of all furnishings, fittings and effects and decorations which may have disappeared and repair any which may have been damaged during the period of his/her occupancy.
11. If any payment or any part thereof is not paid on the due date or if the Tenant is in breach of the conditions within this Lease, or shall fail to implement any of his obligations as Tenant, then in any of these events, the Landlord shall be entitled to terminate the tenancy forthwith and resume possession of the premises without any declarator or process of law and without prejudice to any claim that he may have against the Tenant who binds and obliges him/herself to flit and remove with his family and possessions at the expiry or sooner termination of the Lease without any warning or process of law whatever.

12. The Tenant shall not do, permit or suffer to be done in or upon the premises or any part thereof any act or thing which in view of the Landlord shall or may be or become a nuisance, danger annoyance or inconvenience to the Landlord or to neighbouring proprietors.

13. The Tenant shall not allow to accumulate in or around the premises any rubbish or wastage, save in receptacles to be provided by the Landlord for this purpose. All rubbish and wastage stored outside the premises shall be placed in the receptacles provided therefor at the rear of the premises.

14. An Inventory of the contents of the premises shall be prepared and this Inventory will be signed as relative hereto shall be conclusive as to the existence and condition of the items included therein as at the date hereof. The Tenant accepts that the tenancy hereby created is "Short Assured Tenancy" in terms of Section 32 of the Housing (Scotland) Act 1988.

15. The Tenant, by his subscription of these presents, acknowledges that he has received the Notice (Form AT5) prescribed by said Section from the Landlord, prior to the date hereof.

16. All questions, differences and disputes between the parties which may arise as to the interpretation of this Agreement or as to the fulfilment or otherwise by either party of their respective obligations hereunder or as to any matter connected therewith or out of or in respect of these presents in any manner of way, shall failing agreement be referred to the amicable decision of the Professor of Conveyancing at the time in the University of Glasgow as sole Arbiter, whom failing by declinature or otherwise, such Arbiter, as shall be appointed by the Dean for the time being of the Faculty of Solicitors of Dunbartonshire on the application of either party and whatever the said Arbiter shall determine shall be final and binding upon both the Landlord and Tenant who shall be bound to implement and fulfil to each other the decision, findings and decrees of said Arbiter with power to the said Arbiter to find either the Landlord or the Tenant liable in the expenses of the arbitration and to decern accordingly; Declaring that the parties hereby agree to exclude the jurisdiction of the Court to give its opinion on any question of law arising in any such arbitration under and in terms of Section 1 of the Administration Justice Scotland Act.

Signed _____

Signed _____

Witness _____

Date _____