

STUDIO FLAT

TENANCY AGREEMENT

THE UNIVERSITY OF THE HIGHLANDS AND ISLANDS,

and

[]

**Subjects: Cityheart Living Student Accommodation,
Plot 7A, South Inverness Campus, University of the Highlands and Islands, Inverness IV2 5NA**

**Brodies LLP
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Ref: DWAL.CIT0043.44
FAS 5569
2016**

- 1.14. **"Schedule"** means the schedule annexed hereto.
- 1.15. **"Service Media"** means the central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided by the Landlord.
- 1.16. **"Tenancy"** means the tenancy agreement constituted by this lease;
- 1.17. **"Tenant"** means [] and where the expression "Tenant" means more than one person, each of those persons shall be jointly and severally liable for all of the obligations incumbent on the Tenant in terms of this Tenancy;
- 1.18. **"UHI"** means the University of Highlands and Islands, a limited company registered in Scotland with company number SC148203, a registered Scottish charity with charity number SCO22228 and having its registered office at 12b Ness Walk Inverness, IV3 5SQ;
- 1.19. **"1988 Act"** means the Housing (Scotland) Act 1988.

2. **No Assured Tenancy**

The Tenancy hereby created is by virtue of Section 12 and Condition 7 of Schedule 4 of the Housing (Scotland) Act 1988 not an Assured Tenancy as defined in Section 12 of the Housing (Scotland) Act 1988.

3. **Let**

The Landlord in consideration of the rent hereby lets the Room to the Tenant (but, except as hereinafter specified, expressly excluding heirs, assignees, trustees, sub-tenants and creditors) together with (i) the right to use the Building Common Areas including the right of access to and from the Room over such of the Building Common Areas as are designated or designed for such access and (ii) the right to use the shared facilities within the Flat Common Areas.

4. **Entry and duration**

Entry to the Room will be given, and the Tenancy shall commence, on the Date of Entry notwithstanding the date or dates hereof and the Tenancy shall continue until the Date of Expiry, provided that, if neither party shall have given to the other notice in writing of termination not later than two months prior to the Date of Expiry, this Tenancy shall continue after the Date of Expiry on a month to month basis until terminated by either party giving to the other party two months' notice in writing of the intention to terminate at the end of the relevant period of continuation of the Tenancy.

5. **Rent**

- 5.1. The Tenant will pay the Deposit to the Landlord within five working days of the date on which the Tenancy is created. The Deposit will act as a booking fee in security of the Room reservation

made by the Tenant, although the Landlord reserves the right to substitute such alternative Room prior to commencement of the Tenancy, provided such substituted Room is of a comparable size and standard to that which was originally reserved by the Tenant.

- 5.2. The rent payable by the Tenant shall be at the rate of £160 per week and shall be payable by the Tenant to the Landlord in three instalments as follows: £2,370 on 1st September (being the initial instalment of rent under deduction of the Deposit), £2,720 on 1st January and £2,720 on 1st April.
- 5.3. If this Tenancy continues, for any reason, beyond the Date of Expiry, the rent will be the subject of upward review to the then current market rental determined, failing agreement, by the arbiter appointed, failing agreement, by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. The Landlord will give the Tenant a minimum of one month's notice in writing of the proposed revised rent before the rental period when the revised rent becomes payable.
- 5.4. If payment of rent or any other amount due under this Tenancy is late, the Tenant must pay interest at the rate of 3% above the base rate of The Royal Bank of Scotland plc from time to time on the outstanding amount from the due date of payment until payment is received in full.

6. Landlord's obligations

- 6.1. The Landlord undertakes to the Tenant that, subject to payment of the rent referred to in Clause 5.1 and due performance by the Tenant of all the respective obligations under this Tenancy, the Tenant may possess and enjoy the Room during the Tenancy without any interruption from the Landlord or any person acting on the Landlord's behalf (except for any reason expressly set out in this Tenancy), and the Landlord will *inter alia*:
- 6.1.1. maintain and repair the structure of the Building including the window frames and window glass (the Tenant being obliged to notify the Landlord of any wants of repair as soon as reasonably practicable);
- 6.1.2. maintain, repair, decorate and provide adequate heating and lighting to the Building Common Areas and the Flat Common Areas; and to clean the Building Common Areas;
- 6.1.3. maintain all Service Media serving the Building;
- 6.1.4. provide security facilities for the Building; and
- 6.1.5. provide and maintain equipment in the Building Common Areas and the Flat Common Areas.
- 6.2. The Landlord shall not be liable for the temporary deprivation of the occupancy or the use and enjoyment of the Room or Flat by or through the bursting, leaking, failure or interruption to services provided by the Service Media.

- 6.3. The Tenant acknowledges that the Landlord has no control over the neighbouring properties and any disruption caused by neighbouring building works during the Tenancy will not form the basis for any claim for discount of rent, compensation, termination of the Tenancy or a request to relocate to alternative accommodation.

7. Condition of the Room

- 7.1. The Landlord has carried out a pre-tenancy inspection of the Room as required by Section 19 of the Housing (Scotland) Act 2006 and the Landlord has satisfied itself the Room is in good tenable order and condition.
- 7.2. The Landlord will prepare an inventory of Contents which will be given to the Tenant on the Date of Entry and the same will be checked by the Tenant within five days of his/her receiving the keys. The inventory must be returned by the Tenant to the student accommodation office within two weeks. The inventory will also be checked on or immediately prior to the date on which the Tenant vacates the Room.
- 7.3. The Tenant accepts the Room, Flat, Building Common Areas, Flat Common Areas and the Building and Contents as being clean and in good tenable condition and fit for the purposes for which they are let. The Tenant is obliged to maintain the Room, and with other tenants of the Flat, the Flat Common Areas in at least as good repair and decorative order and clean condition as they are as at the Date of Entry. The Tenant must also maintain the Contents in at least as good repair and condition as they are in as at the Date of Entry except for fair wear and tear (the inventory referred to in clause 9.1 being evidence of the existing condition). In order to comply with Fire and Safety Regulations, the Tenant must not bring additional pieces of domestic upholstered furniture into the Room or Flat during the period of the Tenancy. It shall be the responsibility of the Tenant to notify the Landlord as soon as reasonably practicable of any defects or repairs in or to the Room, the Flat, the Building Common Areas, the Flat Common Areas or the Contents. In the event of the Tenant failing to notify the Landlord of such defects or necessary repairs, the Tenant may at the Landlord's discretion be held liable for the cost in whole or in part of such necessary repairs when discovered by the Landlord or their agents.
- 7.4. If the Tenant brings portable electrical apparatus into the Room or Flat he or she will be responsible for ensuring that all such appliances comply with Health & Safety Guidance Note PM3 entitled "The Safe Use of Portable Electrical Apparatus".
- 7.5. The cost of cleaning or any other repairs or replacements necessary to return the Room or Flat or any Contents to a clean and tenable condition as determined by the Landlord or their agents at any stage during the Tenancy will be due and payable by the Tenant as a debt on demand.

8. Services and charges

- 8.1. The Tenant shall be responsible for the payment of all (if any) council tax, occupier's taxes and all other occupier's charges in connection with the Room.

- 8.2. The rent is inclusive of heating, electricity and basic Wi-Fi provision (which provision can be upgraded by the Tenant at the Tenant's sole cost in accordance with the details contained in the Room, in which case the Tenant will be responsible for all, if any, Wi-Fi service accounts rendered in respect of the Room attributable to the period under this Tenancy).

9. Use

- 9.1. The Room shall be used and occupied by the Tenant as a private dwelling house only and for no other purpose.
- 9.2. The Tenant shall be bound to reside in the Room at all times, customary holiday periods excepted, and to keep the Room continually ventilated and heated.
- 9.3. The Tenant is prohibited from:
- 9.3.1. sub-letting the Room or assigning this Tenancy in whole or in part;
 - 9.3.2. using the Room as a guest house, hotel or accommodation for lodgers; or
 - 9.3.3. permitting campers or caravans on any part of the Building.

10. Regulations

- 10.1. For the purposes of this Clause 10 "antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Antisocial conduct includes speech. A course of conduct means antisocial behaviour on at least two occasions.
- 10.2. The Tenant must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such persons include residents, visitors, agents and contractors and those in the Room.
- 10.3. In particular, but without prejudice to the foregoing generality, the Tenant must not:
- 10.3.1. make excessive noise including but not limited to the use of televisions, sound systems, musical instruments and DIY tools and the Tenant must ensure that the main doors to the Building and the Room are closed and locked when not in use;
 - 10.3.2. keep any animals in the Building,
 - 10.3.3. allow visitors to the Room or Flat to be noisy or disruptive, nor allow more than 10 persons to be present in the Room or Flat at any one time. The Tenant will be responsible for the behaviour of any guests or visitors whilst such guests or visitors are in or on the Room or Flat and Flat Common Areas, and will be held liable for the cost of making good any losses, breakages or damage to the Rooms and associated Flat

and associated common parts by such guests or visitors. Overnight guests are not permitted;

- 10.3.4. use the Room or Flat or allow them to be used, for illegal or immoral purposes;
- 10.3.5. vandalise or damage the Landlord's property or any part of the Building;
- 10.3.6. leave rubbish either in unauthorised places or at inappropriate times and the Tenant must not leave rubbish on any doorstep, stair, landing, common passageways or footpath;
- 10.3.7. use or sell unlawful drugs or sell alcohol, or possess illegal substances within the Building;
- 10.3.8. store or bring on to the Building any type of firearm or firearm ammunition including any replica or decommissioned firearms, or any dangerous or explosive substances;
or
- 10.3.9. remove any of the Contents from the Room or the Flat Common Areas.

10.4. Alterations

The Tenant is prohibited from redecorating the Room, carrying out structural alterations, additions or adaptations to the Room or Flat without the specific written permission of the Landlord or their agents; this includes any installation or additions by services providers including installation of any satellite equipment. The Tenant will at no time throughout the duration of the tenancy use Blu-Tack or sellotape or any other adhesive on the interior walls or woodwork or on any other part of the Room or Flat for displaying posters or for any other purpose. The use of drawing pins or map pins only is permitted on the large pin-boards and the driving of nails into the plasterwork and of nails, drawing pins, map pins etc into woodwork is prohibited.

10.5. Fire Safety

- 10.5.1. The fire safety equipment within the Building must not be tampered with. If a Tenant is found to misuse the equipment, it will be treated as a serious disciplinary offence and the Landlord may terminate this Tenancy and the Tenant may be asked to vacate the Room. The Tenant must obey the fire evacuation procedures and vacate the Building when an alarm sounds (except on the pre-advertised weekly tests).
- 10.5.2. No paraffin heaters will be used to heat the Room or the Flat and Calor or other bottled gas heaters will not be used without the written permission of the Landlord. Traditional chip pans, deep-fat fryers, rice cookers, candles, fairy lights, fireworks and any items using or requiring a naked flame are prohibited. Barbeques are not allowed in the Room or Flat or Flat Common Areas or the Building Common Areas.

- 10.5.3. Nothing shall be done or permitted to be done in the Room or Flat nor shall anything be brought therein by the Tenant that in any way increases the risk of fire or the rate of fire insurance on the Building or on the property kept therein, or obstructs or interferes with the rights of other persons within the Building or in any way injures or annoys them or conflicts with the laws relating to fires or other risks or with any insurance policy upon the Building or any part thereof. No stores of any combustible or offensive goods, provisions or materials shall be kept upon the Room or the Flat.
- 10.5.4. All windows within the Building are fitted with safety catches; these are designed to restrict aperture width and keep occupiers safe. The Tenant is not permitted to open the windows beyond the restrictors at any time.
- 10.5.5. It is essential that the extractor fans in toilets and shower rooms are kept switched on at all times as they are designed to come on (and go off) automatically in order to keep the relevant areas of the Room free of condensation so that mould does not gather.

10.6. Prohibition re Keeping of Vehicles

- 10.6.1. The Tenant shall not keep or permit to be kept any motor car, motorcycle or other vehicle, trailer or caravan within the grounds of the Building unless prior agreement has been reached with the Landlord which at the Landlord's discretion may include incurring a charge for parking.
- 10.6.2. No bikes shall be permitted to be stored in the Room or the Flat Common Areas or the Building Common Areas other than in designated bicycle storage areas. Any such bicycle stored will be at the Tenant's risk and the Landlord will not accept liability for any loss or damage suffered.

10.7. Smoking

Neither the Tenant nor any visitors or guests will be permitted to smoke anywhere within the grounds of the Building, or within the Building itself.

10.8. No blockages

The Tenant shall not cause any blockage to or hinder free movement within the Flat Common Areas or the Building Common Areas.

11. Insurance

- 11.1. The Landlord shall insure the Building and the Contents against fire and such other risks and for such value as the Landlord may deem necessary with a company of the Landlord's own choice.
- 11.2. The Landlord will arrange basic insurance cover for the Tenant's personal contents within the Room which will be provided at no additional charge to the Tenant. However, responsibility for arranging insurance for high value articles will rest with the Tenant.

- 11.3. The Tenant shall indemnify the Landlord against all liabilities for which the Landlord may become responsible as a result of anything done or omitted in or on the Room or Flat or Flat Common Areas or the Building Common Areas by the Tenant, or any other party for whom the Tenant may be responsible and against all relative or consequential loss and expenses.
- 11.4. If the Room or any part of the Flat are rendered unfit for use by fire or by any other reason including any defect or want of repair during the Tenancy, a just proportion of the rent according to the nature and extent of the damage sustained shall cease to be payable for so long as the Room or relevant part of the Flat remains unfit for use, but this clause shall not apply if the damage or defect is caused by the fault of the Tenant, or if the Tenant has failed to notify the Landlord immediately of any defects or repair becoming necessary of which the Tenant ought reasonably be expected to have been aware.

12. Landlord's reserved rights

- 12.1. There is reserved to the Landlord and his agents a right of access to the Room and the Flat for the purpose of inspecting the Room and the Flat at all reasonable times subject to giving reasonable notice to the Tenant and the Landlord shall retain a key fob for the Room for that purpose. As a statutory requirement this will include undertaking periodic inspection of the service media within the Room and the Flat which may involve switching off the electricity for up to four hours. If an email is sent to the Tenant at their UHI email address this will be deemed to constitute "written notice". Where the Tenant has reported a fault or a fault has been noted following inspection, no written notice will be given unless the Tenant requests this in writing (which can include notice from their UHI email account). It is also agreed that the Tenant shall have the right to be present at the checking of the inventory of Contents referred to in Clause 8.2 and the Tenant must be present when the inventory is checked on or immediately prior to the Date of Expiry.
- 12.2. The Tenant shall permit the Landlord immediate access to the Room or Flat in the case of emergency whether or not notice has been given.
- 12.3. In the event of the Tenant failing to implement the obligations and conditions imposed on him by this Tenancy in relation to repair and maintenance of the Room or Flat or Contents, the Landlord may enter upon the Room and carry out such work as may be necessary and charge the Tenant with the full cost thereof, which cost shall be payable not later than two months after demanded.
- 12.4. The Landlord reserves the right during the Tenancy to move the Tenant to alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs to the Room or Flat or if the Landlord considers it necessary or desirable to avoid difficulties between tenants or for the better management of the Building PROVIDED THAT:
- 12.4.1. the Tenant is given reasonable notice;
- 12.4.2. the alternative accommodation is of no lesser standard than the Room or Flat; and

12.4.3. the Tenant will occupy the alternative accommodation on the same terms as those of this Tenancy .

Any such relocation may not be grounds for the Tenant to claim a reduction in rent or seek early termination of the Tenancy.

13. Attendance at UHI

- 13.1. The Tenant shall be subject to the strictures of discipline applicable to all students in Cityheart Living provided accommodation as detailed in the Code of Conduct drawn up by the Landlord, a copy of which is annexed and executed as relative hereto and which can be examined on <https://studentaccommodationuhi.co.uk/downloads/occupier-code-of-conduct-manual-september-2016.pdf>
- 13.2. In the event of the Tenant breaching certain conditions of the Tenancy or committing offences all as more particularly referred to in the Code of Conduct referred to above, the Tenant may be obliged to pay a charge in terms of the scale of charges referred to in the said Code of Conduct. Charges will be inclusive of any administrative charge to cover the Landlord's costs in dealing with such breach or offence. The said charge will be payable by the Tenant to the Landlord within the time specified.
- 13.3. It is an essential condition of this Tenancy that the Room is let to the Tenant in consequence of his or her attendance at UHI and that for the duration of the Tenancy the Tenant will remain a student and in attendance at UHI. In the event of the Tenant terminating his or her studies at UHI such cessation of studies shall constitute a breach of the terms of this Tenancy entitling the Landlord to terminate this Tenancy forthwith. In those circumstances the Landlord will be entitled to recover possession of the Room but without prejudice to recover all losses and damages incurred due to the Tenant's breach as aforesaid or any other breach of this Tenancy and to otherwise enforce the terms of this Tenancy.
- 13.4. Without prejudice to the terms of Condition 13 hereof it is an essential condition of this Agreement that if the Tenant withdraws from UHI the Tenant must inform the Landlord in writing of his or her intention to do so and ensure the completion of all necessary documentation to formally register his or her withdrawal from UHI. The Tenant will require to give 28 days' notice in writing of his or her intention to withdraw from UHI which period begins from the date on which UHI authorises termination i.e. the date UHI receives from the Tenant a letter from the Tenant's tutor confirming withdrawal or a valid medical certificate. Medical certificates will be assessed by the Landlord and will be accepted or refused entirely at their discretion.
- 13.5. The Tenant will remain responsible for payment of rent during the foregoing notice period and until (a) the declaration has been completed as aforesaid (b) the key fob is returned and (c) the Tenant's whole goods and gear have been removed from the Room and Flat and the Room and Contents are left in a neat, clean and tidy condition in accordance with the provisions of this Tenancy.

- 13.6. In the event of the Tenant wishing to vacate the Room except in the circumstances outlined in Condition 13.5 prior to the date of termination of this Tenancy. The Tenant will remain liable for the rent and other charges in respect of the Room until the earlier of (i) the Date of Expiry and (ii) the date of acceptance by the Landlord of a replacement occupier.
- 13.7. In the event of the provisions of Condition 13.6 applying and the Landlord re-letting the Room, there shall be refunded to the Tenant such proportion of any payments made in advance by the Tenant as may remain after deduction of (1) any rent due by the Tenant until the date of occupation by the new occupier and (2) re-imburement of the administrative, legal, factorial, cleaning and other costs incurred by the Landlord in re-letting the Room.
- 13.8. Notwithstanding the terms of condition 13.7 in the event that rent due by the Tenant until the date of occupation by the new occupier and/or the administrative, legal, factorial, cleaning and other costs incurred by the Landlord exceed the sum of any payments made in advance by the Tenant the Tenant shall remain liable to reimburse such shortfall as may be due to the Landlord.

14. Statutory requirements

The Tenant shall be bound to observe and comply with the provisions and requirements of every Act of Parliament and every order, regulation and bye-law so far as relating to or affecting the Room, the Flat, the Building Common Areas and the Flat Common Areas.

15. Termination

- 15.1. It is agreed between the Landlord and the Tenant that if at any time:-
- 15.1.1. the whole or any part of the rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or
 - 15.1.2. there has been a serious breach, non-performance or non-observance of the Tenant's obligations; or
 - 15.1.3. without prejudice to Clause 15.1.2 the Tenant ceases to be a student at UHI,
- the Landlord shall be entitled to:
- 15.1.4. irritate this Tenancy; and failing the Tenant vacating the Room
 - 15.1.5. to apply for a Court Order confirming the irritancy and allowing the Landlord to recover possession, if the Court Order is granted, the Tenancy shall end immediately but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.
- 15.2. Should the Tenant breach any condition or obligation contained in this Tenancy and the Landlord, in compliance with the terms of this Lease, terminates the Tenancy, the Landlord reserves to

himself, in such an event all rights and claims for past, due or current rents and for compensation in respect of the failure of the Tenant to implement his obligations under this Tenancy.

16. Guarantee

- 16.1. The Guarantor is responsible for ensuring that the Tenant pays the rent and performs and observes the monetary obligations under this Tenancy. If the Tenant does not pay the rent and/or make payment of any other monetary sums due under this Tenancy, the Guarantor will make payment on demand to the Landlord instead and the Guarantor will reimburse the Landlord for any losses, damages, costs and expenses suffered by or incurred by them as a result of the Tenant's failure to adhere to the terms of this Tenancy. The Landlord is under no obligation to bring any claim against the Tenant before bringing any action against the Guarantor.

17. Arbitration

- 17.1. All disputes arising out of and during the currency of this Tenancy which are not resolved by agreement between the parties shall be referred to a single arbitrator mutually chosen by the parties.
- 17.2. In the event of the parties failing to agree upon a single arbitrator, an arbitrator shall be appointed by the Sheriff of Inverness on the application of either party.
- 17.3. The award of such arbitrator shall be final and binding on the parties.

18. Implementation of obligations

- 18.1. The Landlord and the Tenant bind and oblige themselves to implement their respective obligations under this Tenancy.
- 18.2. Where more than one person is the Landlord or Tenant, the obligations of the persons who are the Landlord or the Tenant as the case may be shall be joint and several, and reference in this tenancy to the masculine shall include the feminine and the plural.
- 18.3. The parties consent to registration hereof for preservation and execution.

19. Testing clause

This document is executed as follows:

University of the Highlands and Islands

signature of witness

signature of []

full name of witness (print)

date of signing

address of witness

place of signing

Tenant

signature of witness

signature of []

full name of witness (print)

date of signing

address of witness

place of signing

Guarantor

signature of witness

signature of []

full name of witness (print)

date of signing

address of witness

place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING TENANCY AGREEMENT BETWEEN
THE UNIVERSITY OF THE HIGHLANDS AND ISLANDS AND []

INSERT CODE OF CONDUCT REFERRED TO AT CLAUSE 13.1

<https://studentaccommodationuhi.co.uk/downloads/occupier-code-of-conduct-manual-september-2016.pdf>

SAMPLE