

**LEASE OF PRIVATE HOUSING TO A LOCAL AUTHORITY
FOR THE PROVISION OF TEMPORARY HOUSING**

LEASE

Between



(hereinafter referred to as "the Owner") of

And

THE CITY OF EDINBURGH COUNCIL, the Local Authority for the said City in terms of the Local Government etc (Scotland) Act 1994 and having its Principal Office at City Chambers, High Street, Edinburgh (hereinafter referred to as "the Council").

NOW IT IS AGREED AS FOLLOWS:


1. DEFINITIONS AND INTERPRETATION

In this Lease the following expressions shall have the following meanings:

"The Subjects" means (subject always to any exclusions detailed in clause 2.2) the property known as



and includes the garden, path, driveway, garage, parking space, fence, wall **(if any)** and other boundary feature and the whole facilities and services used or available for use in conjunction with the proper use of the Subjects, together with the Owner's fixtures and fittings and those items of furniture and other household items within the Subjects as detailed in the Inventory annexed and signed as relative to this Lease ("the Inventory").

"The Rent" means the sum of  per month and is inclusive of any Value Added Tax payable. The first quarterly payment will be paid within 30 days after the Commencement Date of the Lease. Thereafter the Rent will be paid on a quarterly basis and will be received within 15 days of the due date. *{The rent shall be increased on 1st April 2008 and each anniversary thereafter in accordance with the increase shown to have occurred in the Retail Price Index for the immediately preceding year}*

"The Managing Agents" are Orchard and Shipman plc Suite 303, 47 Timber Bush Edinburgh EH6 6QH who are appointed and authorised by the Council to act on its behalf in all matters arising in connection with the Council's interest in the Lease including payment of rent and procuring performance as tenant of the Council's obligations under this Lease.

"The Commencement Date" is the date agreed in writing with the Owner from which the Council leases the Subjects.

"The Term" means the duration of this Lease for the period of **FIVE** years from the Commencement Date.

Words importing one gender shall be construed as importing the other gender. Words importing the singular shall be construed as importing the plural and vice versa. Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.

The clause headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.

2. THE GRANT OF LEASE

- 2.1** The Owner lets to the Council the Subjects for the Term of this Lease.
- 2.2** For the avoidance of doubt the following will not be included within the Subjects and the Council will have no liability or obligation arising therefrom;

NONE

- 2.3** The Council shall have an option at their sole discretion at any time on the provision of two months written notice to renounce this Lease. In the event that the Council exercise this option to renounce, the Council shall be liable to discharge its obligations under this Lease to the date of renunciation and to pay as at the date of renunciation all sums of Rent due to the conclusion of the Term.
- 2.4** The Council will have option at their sole discretion, during the period commencing six months prior to the specified termination date, on the provision of two months written notice, to either terminate this Lease early or to extend this Lease for a specified period not exceeding six months.

3. COUNCIL'S OBLIGATIONS

The Council shall be obliged:-

3.1 USE OF SUBJECTS

To use the Subjects for the purposes of temporary housing accommodation in accordance with the Housing (Scotland) Act 2001 etc The Council is prohibited from occupying the Subjects itself.

The Council shall procure that the Subjects are occupied only as a principal home and not to use the Subjects for illegal activities nor for any business or trade purposes.

3.2 ASSIGNATION

To assign this Lease only with the prior consent of the Owner and such consent will not be unreasonably withheld. No consent shall be required if such assignation is to a new social housing authority or body taking over the Council's function as social housing authority for the purposes of this Lease.

The Council shall be entitled to sub-let the accommodation without the prior consent of the Owner but always subject to the terms and conditions of this Lease. The Owner specifically prohibits the grant of any Scottish Secure Tenancy to any person who might sub-let accommodation from the Council.

3.3 RENT

To pay the Rent, in advance quarterly instalments the first payment being due on 19/09/06 and thereafter quarterly in advance.

3.4 LOCAL AUTHORITY TAXES

To pay and discharge Council Tax, water and sewerage charges or any other local tax which may replace the same in respect of the Subjects.

3.5 HOUSEHOLD BILLS

To procure that the accounts for the supply to the Subjects of gas, electricity and telephone relative to the period of the Lease are paid promptly.

3.6 ACCESS

3.6.1 To permit the Owner and its duly authorised agents upon giving reasonable notice, and by arrangement with the Managing Agent, to enter on, and to examine the condition of the Subjects and to enter with such workmen and appliances as may be necessary to execute repairs on the Subjects or on adjoining premises belonging to the Owner. Any damage caused by the Owner or its duly authorised agents in pursuance of this clause will be made good by the Owner.

3.6.2 Access arrangements will be exercised to cause the least

inconvenience to the occupants.

3.7 REPAIRS AND MAINTENANCE

- 3.7.1 Not to make any alterations or additions whatsoever to the Subjects
- 3.7.2 To repair and keep in a good state of repair and decoration (fair wear and tear excepted) the interior decorative finishes of the walls, ceilings and floors of the Subjects and all the Owner's fixtures and fittings except always that such state or condition will not be any better than that evidenced by the Inventory and to keep the Subjects clean, tidy and in good order and condition and to procure that such of the Owner's fixtures and fittings and effects as require servicing are regularly and properly serviced except for those items which are stated to be the responsibility of the Owner in this Lease.
- 3.7.3 The Council will repair, replace or compensate for fixtures and fittings destroyed, damaged, removed or lost during the tenancy (fair wear and tear excepted).
- 3.7.4 To keep any gardens forming part of the Subjects neat and tidy.
- 3.7.5 To inform the Owner immediately upon becoming aware of any damage to the structure or exterior of the Subjects or to any other part of the Subjects which the Owner is liable to repair and where reasonably practicable to take any measures appropriate to limit the extent of such damage.
- 3.7.6 To procure that reasonable care is taken of the Subjects and any common parts, and in particular to take all reasonable steps to ensure that:-
 - (i) the Subjects are aired and heated
 - (ii) no hazardous or combustible goods or material are brought into the Subjects
 - (iii) no oil, grease or other damaging materials are poured down the drains or waste pipes
 - (iv) all necessary steps are taken to prevent water pipes freezing in cold weather;
 - (v) danger is avoided to the Subjects or neighbouring properties by way of fire and flooding
- 3.7.7 In the case of flatted property to undertake, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway. Any garden, back green to other communal area forming part of the Subjects will be kept in a clean and tidy condition.
- 3.7.8 To dispose of all rubbish in an appropriate manner and at

the appropriate time.

3.8 ANTI SOCIAL BEHAVIOUR

- 3.8.1 To take all reasonable steps to ensure that those who occupy the Subjects will not cause (nor allow other occupiers, guests or visitors to the Subjects to cause) nuisance, annoyance, or disturbance to neighbours, or to the Owner, his agents or employees.
- 3.8.2 To take all reasonable steps to ensure that those who occupy the Subjects do not allow members of the household or persons visiting the Subjects to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of, or cause offence to, any neighbours or members of their household either in their accommodation or in the vicinity of the property.

3.9 COMPLIANCE WITH STATUTE

To comply with the lawful requirements of any statutory or other competent authority except in so far as the same is specifically the responsibility of the Owner in terms of said statutory or other competent authority or in terms of this Lease.

3.10 END OF LEASE

- 3.10.1 To permit the Owner at any time during the three months prior to the expiry of the Lease to erect or affix a signboard or boards upon the outside of the Subjects advertising the Subjects or part of them for sale or let.
- 3.10.2 On the expiry of the Lease, to return the Subjects to the Owner with vacant possession in a state and condition in accordance with the Council's obligations as set out in the Lease and if necessary the Council will re-house or otherwise provide alternative accommodation for all sub-tenants and other lawful occupants. The Council will be under no obligation to return to the Owner the furniture and other household items as detailed in the Inventory and if any such items are returned to the Owner on the expiry of this Lease the Council will have no obligation to the Owner as to the state or condition of such items.

4. OWNER'S OBLIGATIONS

The Owner shall be obliged:-

4.1 HABITABILITY

Throughout the period of the tenancy to maintain the Subjects in a wind and watertight condition and in all other respects reasonably fit for human habitation

4.2 REPAIRS AND MAINTENANCE

4.2.1 Together with any other owners of common parts of the building in which the Subjects are situated, if appropriate to keep in good order and repair the structure and exterior of the Subjects including the following:

- (i) drains, gutters and external pipes
- (ii) roof
- (iii) outside walls, doors, window-sills, window-catches, sash cords and window frames;
- (iv) internal walls, floors, ceilings, doors, door frames, internal stair cases and landings;
- (v) chimneys, chimney stacks and flues (including sweeping)
- (vi) pathways, steps or other means of access
- (vii) plasterwork
- (viii) boundary walls and fences
- (ix) any common areas

4.2.2 Except where required on account of damage or neglect caused by the Council, their sub-tenants or agents, to keep in repair and in proper working order the installations in the Subjects for the supply of water, gas, electricity, sanitation, space heating, and water heating (with the exception of those installed by the Council or which the Council is entitled to remove) including the following:

- (i) basins, sinks, baths, toilets and showers
- (ii) gas or electric fires and central heating systems
- (iii) electrical wiring
- (iv) door entry systems
- (v) cookers
- (vi) fridges/fridge freezers
- (vii) washing machines
- (viii) extractor fans

4.2.3 Except where required on account of damage or neglect caused by the Council, their sub-tenants or agents, to repair or replace any of the fixtures or fittings supplied by the Owner in the Subjects which become defective. Such items will be repaired or replaced within a reasonable period of time and to the reasonable satisfaction of the Council's Managing Agents.

4.2.4 To carry out or procure to be carried out any repairs for which the Owner is liable in terms of this Lease. This work

must be carried out by competent and properly qualified tradesmen to the satisfaction of the Council's Managing Agents who will arrange access to the Subjects if required to carry out such repairs. All site materials shall be removed at the conclusion of the works. Any work not carried out in this manner may be rectified by the Council's Managing Agents and the properly and reasonably incurred cost charged to the Owner. Without prejudice to any other method of recovery, the Council may deduct such cost of any remedial works from any rent owing to the Owner.

4.3 INSURANCES

- 4.3.1 To insure and keep insured the Subjects against loss or damage by the usual insured risks to full re-instatement value such insurance policy to be approved by the Council's Managing Agents and to produce, if required, on demand, the receipt or receipts for the premiums in respect thereof.
- 4.3.2 To procure that such insurance policy is noted with the interest of the Council as third parties and that the insurance company waive their subrogation rights.

4.4 LANDLORD'S OUTGOINGS

To pay all existing and future taxes, assessments and outgoings imposed or charged upon the Subjects other than those borne by the Council in the terms of this Lease.

4.5 ENJOYMENT OF ACCOMMODATION

To permit the Council and it's sub-tenants to peaceably hold and enjoy the Subjects during the currency of this Lease without interruption.

4.6 COMPLIANCE WITH STATUTE

To comply with the lawful requirements of any statutory or other competent authority except in so far as the same is specifically the responsibility of the Council as Tenant, in terms of said statutory or other competent authority or in terms of this Lease.

5. IRRITANCY

If any quarterly payment or any part thereof is not paid on the due date, (subject to any deductions occasioned by Paragraph 4.2.4) or

if the Council is in breach of any of the conditions contained in this lease, the Owner shall be entitled to terminate this Lease. Provided that the Owner shall not be entitled to terminate this Lease unless he shall first have given notice of the breach to the Council prescribing reasonable time (in the case of non payment of rent being not less than twenty-one days) within which such breach must be remedied and the Council shall have failed to remedy the breach within the time prescribed in the notice, and the Council binds and obliges itself to flit and remove at the expiry or sooner termination of the Lease without any warning or process of law whatsoever.

6. DESTRUCTION OF SUBJECTS

If the Subjects or any part of it should at any time during the currency of this Lease be destroyed or damaged by fire or other insured risks so as to be in the reasonable opinion of the Council's Managing Agents unfit for occupation and use and the policies of the insurance effected by the Owner have not been vitiated by the act or default of the Council or its sub-tenants, then this Lease will be treated as being terminated as at the date of destruction or damage and the Owner shall return to the Council any rent paid in advance for any period after the date of destruction or damage.

7. DISPUTE PROVISIONS

Any dispute or difference between the parties as to the true intent and meaning of these presents or the implementation thereof shall be referred to the decision of an Arbiter to be mutually agreed upon by the parties or failing agreement to be appointed by the President for the time being of The Law Society of Scotland or to an arbiter appointed by him. The award of an arbiter in such arbitration shall be final and binding on both parties concerned. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby expressly excluded.

8. INDEMNITY

Each party shall indemnify the other against any action, claim or demand made against them arising out of any failure on the part of the other to fulfil their responsibilities as set out in this Lease.

9. STAMP DUTY LAND TAX

If appropriate, the Council shall be responsible for complying with the Stamp Duty Land Tax provisions in connection with this Lease.

10. NOTICE & DECLARATIONS

In signing this Agreement and taking entry to the accommodation, the Owner:

10.1 TITLE DEEDS

Warrants that he is heritably vest in the Subjects and no adverse title conditions or encumbrances prohibit the granting of this Lease.

10.2 FULL DISCLOSURE

Confirms that full and true disclosure has been made of all information requested by the Council and its Managing Agents in connection with the granting of this Lease.



10.3 FALSE STATEMENTS

Confirms that he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Council's decision to enter into this Lease.


11. CONSENT TO REGISTRATION

The parties hereto consent to registration hereof for preservation and execution.

This Lease consisting of this and the [] preceding pages and the Inventory and Schedule of Condition annexed hereto is SIGNED and WITNESSED as shown below.

Owner Signature		
Owner Full Name (Block Capitals)		
Owner Address		
Date: 30/8/06	Time: 3.30pm	Place: 

Owner Signature		
Owner Full Name (Block Capitals)		
Owner Address		
Date:	Time:	Place:

Witness Signature		
Witness Full Name (Block Capitals)		

Witness Address		
Date: 30/08/06	Time: 3.30pm	Place:

Signature For and on behalf of City of Edinburgh Council		
Full Name (Block Capitals)		
Address		
Date: 18/9/06	Time: 15.40	Place: AS ABOVE

Witness Signature		
Full Name (Block Capitals)		
Address		
Date: 18/9/06	Time: 15.40	Place: AS ABOVE

This is the Inventory referred to in the foregoing Lease between the Owner
and the Council

LEASE OF PRIVATE HOUSING TO A LOCAL AUTHORITY FOR THE PROVISION OF TEMPORARY HOUSING

LEASE

Between [REDACTED]

28 SEP 2011

[REDACTED]
(hereinafter referred to as "the Owner")

and

THE CITY OF EDINBURGH COUNCIL, the local authority for the said City in terms of the Local Government etc. (Scotland) Act 1994 and having its Principal Office at City Chambers, High Street, Edinburgh, EH1 1YJ (hereinafter referred to as "the Council")

NOW IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Lease the following expressions shall have the following meanings:

"the Subjects" means the property known as [REDACTED] and which includes such pertinents including boundary features as are specified in Schedule 1 annexed and executed as relative hereto together with the whole facilities and services used or available for use in conjunction with the proper use of the Subjects and that whether owned solely by the Owner or communally with others together with the Owner's fixtures and fittings and those items of furniture and other household items within the subjects as detailed in the Inventory thereof contained in Schedule 2 annexed and signed as relative hereto.

"the Rent" means the sum of [REDACTED] per calendar month which sum is inclusive of any Value Added Tax payable. The first payment will be paid within thirty days of the Commencement Date. Thereafter the Rent will be paid in advance on a quarterly [for the term of the lease] /monthly [for the extension period] basis and will be received within fifteen days of the due date.

"the Service Providers" are LINK GROUP LIMITED, SC001026, Registered Office at : Link House, 2c New Mart Road, Edinburgh, EH14 1RL who are appointed and authorised by the Council to act on its behalf in all matters arising in connection with the Council's interest in the Lease including payment of rent and procuring performance as tenant of the Council's obligations under this Lease and such authority shall endure until such time as the Council notifies the Owner that the Service Providers are no longer so authorised and in such event the Council shall either notify the Owner of the identity of the new Service Providers or alternatively shall notify the Owner that the Council intends to act as Service Providers itself.

"Commencement Date" shall be **20 March 2012** being the date from which the Council leases the Subjects from the Owner.

“the Term” means the period of one year being the duration of the Lease from the Commencement Date or such shorter period as appropriate in the event of the Lease being terminated earlier as hereinafter provided for.

Words importing one gender shall be construed as importing the other gender.

Words importing singular shall be construed as importing the plural and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.

The Clause headings do not form part of this Lease and shall not be taken into account in the construction or interpretation.

2 THE GRANT OF LEASE

- 2.1 The Owner lets to the Council the Subjects for the Term of this Lease.
- 2.2 The Council shall have an option at its sole discretion at any time upon the provision of a minimum of two months' written notice to the Owner to renounce this Lease by serving written notice to that effect on the Owner and in the event of it so doing the Lease shall terminate on the expiry of such period of notice. In such an event the obligations of the Council (including specifically the obligation to pay rent) shall cease forthwith except in respect of any antecedent breach.
- 2.3 The Council shall have an option at its sole discretion at any time during the period commencing six months prior to the expiry of the Term on provision of a minimum of two months' written notice to the Owner to extend the Term of the Lease for an undefined period (the “Term Extension”) which period shall not in any event exceed seven months. Notwithstanding such extension in the event of the Council thus extending the Term the Council shall be entitled at any point prior to or during the Term Extension to terminate the Lease upon giving the Owner a minimum of two weeks written notice and in the event of their so doing the obligations of the Council (including specifically the obligation to pay rent) shall terminate upon the expiry of said two week period except in respect of any antecedent breach. Declaring, however, that notwithstanding the foregoing provision the Council shall not be entitled to serve said two week notice so as to terminate the Lease at a date any earlier than the original Term date.

3 COUNCIL’S OBLIGATIONS

The Council shall be obliged:

3.1 USE OF SUBJECTS

To use the Subjects for the purposes of temporary residential accommodation in accordance with the Housing (Scotland) Act 2001. The Council is prohibited from occupying the premises itself.

3.2 SUB-LETTING

The Council shall be entitled to sub-let the Subjects without the prior consent of the Owner but always subject to the terms and conditions of this Lease. The Owner specifically prohibits the grant by the Council of any Scottish Secure Tenancy (as distinct from a Short Scottish Secure Tenancy) to any person who might sub-let the Subjects or any part thereof from the Council.

3.3 ASSIGNATION

The Council shall be entitled to assign this Lease but only with the prior consent of the Owner which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed. Notwithstanding the foregoing no such consent shall be required if such assignation is to a new social housing authority or body taking over the Council's function as social housing authority for the purpose of this Lease.

3.4 RENT

To pay the Rent in advance in quarterly instalments the first payment being due on **20 April 2012** and thereafter quarterly in advance.

Where the lease is extended the rent will be paid in monthly instalments from the first month that lease exceeds the term.

3.5 LOCAL AUTHORITY TAXES

To pay and discharge Council Tax, water and sewerage charges or any other local tax which may replace same in respect of the Subjects.

3.6 HOUSEHOLD BILLS

To procure that the accounts for the supply to the Subjects of gas, electricity and telephone relative to the period of the Lease are paid promptly.

3.7 ACCESS

To permit the Owner and his duly authorised agents once in every twelve month period throughout the duration of the Lease and that upon giving reasonable notice to the Council (which notice shall be a minimum of fourteen days except in case of emergency in which event nonetheless only by prior agreement with the Council) to enter on and to examine the condition of the Subjects. Thereafter the Owner shall be permitted by prior arrangement with the Council to enter on the Subjects either personally or through the Owner's appointed contractors or workmen and to bring on to the Subjects such appliances and materials as may be necessary to execute repairs to the Subjects or to adjoining premises belonging to the Owner. Any damage caused by the Owner or his duly authorised agents in pursuance of this clause will be made good by the Owner as soon as reasonably practicable to the reasonable satisfaction of the Council and that at the Owner's sole expense. Such access arrangements will be exercised so as to cause least inconvenience to the occupants of the Subjects.

3.8 REPAIRS AND MAINTENANCE

- 3.8.1 To keep in a good decorative order (fair wear and tear excepted) the interior of the Subjects together with the Owner's fixtures and fittings as also the items specified in Schedule 2 and that to the standard set out in Schedule 3 annexed and executed as relative hereto and to keep the Subjects clean and tidy and in good order and condition and to procure that such of the Owner's fixtures and fittings and items specified in Schedule 2 as require servicing are regularly serviced except for those items which are hereinafter stated to be the responsibility of the Owner. For the avoidance of doubt the Council shall be liable for internal redecorating only.
- 3.8.2 The Council will repair, replace or compensate the Owner for fixtures and fittings or any of the items specified in Schedule 2 which are destroyed, damaged, removed or lost during the duration of the Lease (fair wear and tear excepted) and that no later than the date of termination of the Lease.
- 3.8.3 To keep any gardens included with the Subjects neat and tidy.
- 3.8.4 To inform the Owner as soon as reasonably practicable upon becoming aware of any damage to the structure or exterior of the Subjects or to any other part of the Subjects which the Owner is liable to repair and where reasonably practicable to take any measures appropriate to limit the extent of such damage.
- 3.8.5 To ensure reasonable care is taken of the Subjects and in particular to take reasonable steps to ensure that:-
- (i). The Subjects are aired and heated.
 - (ii) No hazardous or combustible goods or materials are brought on to the Subjects.
 - (iii) No oil, grease or other damaging materials are poured down the drains or waste pipes.
 - (iv) All necessary steps are taken to prevent water pipes freezing in cold weather.
 - (v) Danger is avoided to the Subjects or neighbouring properties by way of fire or flooding.
- 3.8.6 In the case of flatted property to undertake regularly in conjunction with the other proprietors/occupiers (or in the event of the failure of such other proprietors/occupiers solely in so far as is reasonable) to sweep and clean the common stairway. Any garden, back green or other communal area shall be kept in a clean and tidy condition.
- 3.8.7 To dispose of all rubbish in an appropriate manner and at the appropriate time.

3.9 **ALTERATIONS**

Not to make any alterations or additions whatsoever to the Subjects unless with the Owner's written consent.

3.10 ANTI-SOCIAL BEHAVIOUR

3.10.1 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees will not cause nor allow to be caused any nuisance, annoyance or disturbance to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.10.2 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees do not commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of or cause offence to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.11 COMPLIANCE WITH STATUTE

To comply with the lawful requirements of any statutory or other competent authority except insofar as same is specifically the responsibility of the Owner either hereunder or in terms of said statutory or other competent authority.

3.12 TERMINATION OF LEASE

On the expiry of the Lease to return the Subjects to the Owner with vacant possession and in such a state and condition as same was at the commencement of the Lease fair wear and tear excepted.

4 OWNER'S OBLIGATIONS

The Owner shall be obliged to:-

4.1 HABITABILITY

Ensure that the Subjects are both at the commencement of the Lease and throughout the duration of the same in a wind and watertight, safe and secure condition and in all other respects reasonably fit for human habitation to the satisfaction of the Council. The landlord must also comply with all common law or statutory obligations upon him as landlord. The Owner shall also ensure that the Subjects comply with all building and planning regulations both at the commencement of the Lease and throughout the duration of same.

4.2 REPAIRS AND MAINTENANCE

4.2.1 Either solely or together with any other owners of common parts of the building in which the Subjects are situated, as appropriate, to keep in good order and repair and renew if necessary the structure and external decoration of the Subjects to the Council's satisfaction including *inter alia* the following:-

- (i) drains, gutters and both external and internal pipes
- (ii) roof

- (iii) outside walls, doors, window sills, window catches, plate glass, sash cords and window frames
- (iv) internal walls, floors, ceilings, doors, door frames, internal staircases and landings
- (v) chimneys, chimney stacks and flues (including sweeping thereof)
- (vi) pathways, steps or other means of access
- (vii) plasterwork
- (viii) boundary walls and fences
- (ix) any common areas.

In the event that the Owner is unable to compel the compliance of his co-owners to carry out repairs to any of the common items forming part of the Subjects and such repairs are in the opinion of the Council reasonably necessary to render the Subjects in a fit state for habitation then the Owner shall be obliged to carry out such repairs at his sole expense and in the event of his refusing or delaying to do so within a reasonable time the Council shall have the option to terminate the Lease as hereinafter provided for.

4.2.2 To keep in repair and proper working order the installations in or on the Subjects for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Council or which the Council is entitled to remove) including (without prejudice to the foregoing generality) the following:-

- (i) basins, sinks, baths, toilets and showers
- (ii) gas or electric fires and central heating systems. Gas installations and appliances shall be serviced and have a gas safety check every 12 months by a Gas Safe registered engineer and maintained all in accordance with the Gas Safety (Installation and Use) Regulations 1998 or most current version of these regulations).
- (iii) electrical wiring
- (iv) door entry system
- (v) cookers
- (vi) fridges/fridge freezers
- (vii) washing machines
- (viii) extractor fans

For the avoidance of doubt in the event that any of the aforementioned appliances or any other appliances are gifted by the Owner to the Council it is accepted that the Owner shall have no obligation to repair same but in such an event the

Council shall likewise have no obligation to return same to the Owner at the termination of the Lease and in such an event the Council may at its sole discretion choose whether to repair same or dispose of same.

- 4.2.3 The Owner will repair or replace any of the fittings or fixtures or items specified in Schedule 2 supplied by the Owner in the Subjects which becomes defective. Such items will be repaired or replaced within a reasonable period of time and to a standard which is to the satisfaction of the Council.
- 4.2.4 To carry out or procure to be carried out any repairs for which the Owner is liable in terms of this Lease. Said work shall be carried out by competent and properly qualified tradesmen to the satisfaction of the Council who will arrange access to the Subjects if required to carry out such repairs. All site materials shall be removed at the conclusion of the works.

Notwithstanding the foregoing the Owner shall have no liability to repair, restore, renew any item or part of the Subjects which would otherwise be the Owner's liability in terms of this Clause in the event that the damage thereto has been caused by the Council, its agents, contractors or sub-tenants.

- 4.2.5 The owner shall be required to intimate promptly to the service providers any change in their contact details including changes to their name, home addresses, contact telephone numbers and e-mail addresses.
- 4.2.6 In the event of the Owner failing to or delaying in fulfilling any of his obligations under Clauses 4.1 or 4.2 hereof the Council shall be entitled to serve notice upon the Owner calling upon him to fulfil such obligations hereunder within such reasonable period as the Council shall determine and in the event of the Owner's continuing failure to do so the Council shall upon the expiry of said period be entitled to procure fulfilment of said obligation itself and to recover the cost thereof from the Owner and that by deduction from the Rent if necessary. Alternatively and at the Council's sole option the Council shall be entitled to suspend payment of the Rent until the Owner has fulfilled his obligation and that to the Council's satisfaction acting reasonably.

4.3 Work Priorities

- 4.3.1 "Emergency Repairs" defined as any defect which puts the health, safety or security of any occupant or any third party at immediate risk or which may adversely affect the structure of the building.
- 4.3.2 The Owner must ensure that defects/repairs classed by the Council as emergency repairs are repaired or made safe within 3 hours of notification from the Council.
- 4.3.3 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 3 hours of notification from the Council.
- Total loss of water supply
 - Significant leaks or flooding from water or heating pipes, tanks, cisterns
 - Flooding
 - Severe storm damage or serious roof leak
 - Total loss of electrical supply

- Unsafe electrical fittings
- Insecure external doors, locks and windows
- Total or partial loss of gas supply
- Gas leak
- Blocked flue
- Blocked main drains, soil pipe or sole w.c.
- Sole w.c. does not flush
- Blocked drains, sinks, basins, bath
- Total or partial loss of space or water heating where no alternative heating is available
- Failure of lift
- Failure of warden alarm / call system
- Unsafe access path or step

4.3.4 “Urgent Repairs” are defined as any defect or repair that causes serious discomfort, inconvenience or nuisance to a occupant or a third party or which is likely to lead to further deterioration of the building if the problem persists.

4.3.5 The Owner must ensure that defects/repairs classed by the Council as Urgent Repairs are repaired or made safe within 2 days of notification from the Council.

4.3.6 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 2 working days of notification from the Council.

- Partial loss of water supply
- Manageable / minor plumbing leaks
- Defective cistern or overflow
- Heating system defects / partial loss of heat (*if alternative heating available*)
- Hot water system defects / partial loss of hot water
- Partial loss of electric power
- Minor electrical faults
- Manageable roof leaks
- Blocked gutters
- Severe dampness
- Security of internal doors and windows
- Failure of entry phone
- Faulty extractor fan (*statutory time limit = 7 working days*)
- Defective flooring
- Faulty communal TV aerial
- Damage to stair treads or hand rails / banisters
- Unsafe timber flooring
- Rain penetration at doors or windows
- Fire damage
- Offensive or racist graffiti

4.3.7 “Routine Repairs” are defined as any defect or repair that does not cause serious discomfort, inconvenience or nuisance to occupants or to third parties, nor long term deterioration of the building.

4.3.8 The Owner must ensure that defects/repairs classed by the Council as Routine Repairs are repaired or made safe within 5 days of notification from the Council.

4.3.9 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 5 working days of notification from the Council.

- Loose slates / tiles where there is no rain penetration or falling slates / tiles
- General joinery repairs
- Repairs to doors, windows and floors
- Repairs to external walls, fences and paths (*but note statutory obligation to repair unsafe access path or step as emergency see above*)
- Repairs / cleaning of gutters and downpipes
- Repairs to kitchen fittings
- Repairs to plaster work
- Dripping / leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor day-to-day repairs / replacements

4.3.10 "User Defined Repairs" are defined as defects that do not cause serious discomfort, inconvenience or nuisance to tenants or to third parties, nor long term deterioration of the building.

4.3.11 The owner must ensure that defects/repairs classed by the Council as 'User Defined Repairs' are repaired or made safe within 20 days of notification by the Council.

4.3.12 The foregoing category of repair is subject to the overriding principle of what the Council at its sole discretion and in the particular circumstances necessitating the repair deems a reasonable time in which to have the repair carried out.

4.4 INSURANCES

4.4.1 To insure and keep insured the Subjects under a Landlord's insurance policy against loss or damage by the usual insured risks which shall without prejudice to the foregoing generality include fire, lightning, aircraft, explosion, riot and civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and over flowing of water pipes and apparatus and impact by vehicles for the full reinstatement value of the Subjects to include debris removal costs, architects' and surveyors' fees and property owners' liability. Such insurance policy shall be approved by the Council and the Owner shall produce a copy of the insurance policy on request, together with a copy of the premium receipt. Said insurance policy must:-

- (i) permit the letting of the property both by the Owner to the Council and the Council to its sub-tenants.
- (ii) provide cover in the event of the Subjects lying vacant between sub-tenancies.

4.4.2 To insure such contents of the Subjects as are the property of the Owner.

- 4.4.3 To procure that such insurance policies are noted with the interest of the Council as third parties and that the insurance company waives its subrogation rights.

4.5 **LANDLORD'S OUTGOINGS**

To pay timeously all existing and future mortgages or other loans secured over the property, taxes, assessments and outgoings and posts charged upon the Subjects other than those borne by the Council in terms of this Lease.

4.6 **ENJOYMENT OF ACCOMMODATION**

To permit the Council and its sub-tenants to peaceably hold and enjoy without interruption the Subjects during the currency of this Lease.

4.7 **IRRITANCY**

If any quarterly/monthly payment or any part thereof is not paid in terms of Clauses 1 and 3.4 hereof, (subject to any deductions in terms by Clause 4.2.5) or if the Council is in breach of any of its obligations hereunder the Owner shall be entitled to terminate the Lease. Provided, however, that the Owner shall not be entitled to terminate the Lease unless he shall first have given written notice of the breach to the Council prescribing a reasonable time (which in the case of non-payment of rent shall be not less than twenty one days) within which such breach must be remedied and the Council shall have failed to remedy the breach within such time. The Council binds and obliges itself to flit and remove at the expiry or earlier termination of the Lease without any warning or process of law whatsoever.

4.8 **COMPLIANCE WITH STATUTE**

To comply with the lawful requirement of any statutory or other competent authority except in so far as same is specifically the responsibility of the Council as tenant in terms of said statutory or other competent authority or in terms of this Lease. The Council may at its sole option procure compliance with any such lawful requirements which are the obligation of the Owner and recover the cost of same from the Owner. For the avoidance of doubt nothing herein contained or implied or done shall prejudice or affect the powers, rights, duties and obligations of The City of Edinburgh Council or its statutory successors as local authority, planning authority, building control authority, roads authority and so on under or by virtue of any public or local act, order, statutory instrument regulations and by-laws.

5 **OBLIGATIONS OF BOTH PARTIES**

The proper observance and compliance with equal opportunities legislation, policy and practice by both parties which shall include all persons or bodies employed by the parties and shall specifically include the service providers, who shall not unfairly discriminate against any individual on the grounds of race, colour, culture, ethnic or national origin, religion, gender, age, disability, sexual orientation, family circumstances or marital status. This clause covers all the activities of both parties, including their respective policies and practices.

6 **DESTRUCTION OF SUBJECTS**

If the Subjects or any part of same should at any time during the Term of this Lease be destroyed or damaged by fire or any other insured or uninsured risk so as to be in the reasonable opinion of the Council unfit for occupation and use and the policies of the insurance effected by the Owner have not be vitiated by the act or default of the Council or its sub-tenants then this Lease will be treated as being terminated as at the date of such destruction or damage and the Owner shall return to the Council any Rent paid in advance for any period after the date of such destruction or damage.

7 **DISPUTE PROVISIONS**

Any dispute or difference between the parties as to the true intent and meaning of these presents or the implementation thereof shall failing resolution between the parties be referred to the decision of an Arbiter to be mutually agreed upon by the parties or failing agreement to be appointed by the President for the time being of the Law Society of Scotland or to an Arbiter appointed by him. The award of an Arbiter in such arbitration shall be final and binding on both parties concerned. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby expressly excluded. Notwithstanding the foregoing generality no referral shall be made to an Arbiter unless and until such complaint procedure as is provided by the Council's Service Providers has been exhausted without resolution.

8 **INDEMNITY**

Each party shall indemnify the other against any action, claim or demand made against them arising out of any failure on the part of the other to fulfil their responsibilities as set out in the Lease.

9 **SERVICE OF NOTICES**

In the event of the Owner or the Council wishing to serve notice hereunder on the other the following provisions shall apply:-

- (i) In the event of the Council wishing to serve notice on the Owner such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the Owner's address as stated in the preamble hereto or such other address as has been properly notified to the Council by the Owner.
- (ii) In the event of the Owner wishing to serve notice on the Council such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the business contact address of the Council's Managing Agents from time to time or in the event that the Council has intimated to the Owner that it is managing the property "in house" then such notice shall be sent by the aforementioned method to the Director of Services for Communities,

10 **DECLARATIONS**

In signing this Lease and granting entry to the accommodation the Owner:-

11 TITLE DEEDS

Warrants that he is heritably vest in the Subjects and that there are no adverse title conditions or incumbrances prohibiting the granting of this Lease nor any dispute regarding the Owner's title nor the extent of the Subjects and in particular that he is not subject to the provisions of a Discount Standard Security granted in terms of the Housing (Scotland) Act 1987 as amended.

12 FULL DISCLOSURE

Warrants that full and true disclosure has been made of all information required by the Council in connection with the granting of this Lease including:-

- (i) Landlord registration of the Subjects by the Owner
- (ii) compliance of the Subjects with all planning and building regulations
- (iii) that the property has not had a history of anti-social behaviour
- (iv) appropriate insurances in terms of Clause 4.3
- (v) has not been served notice that the property is scheduled for demolition nor that there are any statutory notices which would prevent the Owner fulfilling his obligations under the Lease
- (vi) the Subjects are not a matrimonial house terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended nor a family house in terms of the Civil Partnership Act 2004.

If requested the Owner shall produce such evidence as the Council may reasonably require of the foregoing.

13 FALSE STATEMENTS

Confirms that he has not knowingly or carelessly made any false or misleading statements or failed to make any statements (whether written or oral) which might affect the Council's decision to enter into this Lease.

14 HERITABLE CREDITOR'S CONSENT

Warrants that he has the written consent of any heritable creditor to the grant of this Lease and shall prior to the date of commencement of the Lease exhibit same to the Council.

15 CONSENT TO REGISTRATION

The parties hereto consent to registration hereof for preservation and execution.

This document consisting of this and the preceding pages together with the three Schedules annexed hereto is signed and witnessed as below.

Owner name (printed) _____

Owner signature _____

Owner address _____

Date 15 SEPTEMBER 2011

Owner name (printed) _____

Owner signature _____

Owner address _____

Date _____

Witness name (printed) _____

Witness signature _____

Witness address _____

Date 15 SEPTEMBER 2011

On behalf of the Council (full name printed) _____

On behalf of the Council signature _____

On behalf of the Council address 2C NEW MART ROAD. EDINBURGH, EH14 1RL

Date 04/10/2011

Witness name (printed) _____

Witness signature _____

Witness address _____

2C NEW MART ROAD. EDINBURGH, EH14 1RL

Date 04/10/2011

SCHEDULE 1

Pertinents of the Subjects

Owner Name (Printed)

Owner Signature

Owner Name (Printed)

Owner Signature

Witness name (printed)

Witness signature

On behalf of the Council (full name printed)

On behalf of the Council signature

Witness name (printed)

Witness signature

15
SCHEDULE 2

Owner's Furniture and other Household items

I accept the attached terms and assessment of condition of furnishings contained in the initial inventory; and the terms and conditions defined therein. It is noted that the original inventory description of the furnishings will have deteriorated given the ongoing lease of the subjects.

Owner Name (Printed) _____

Owner Signature _____

Owner Name (Printed) _____

Owner Signature _____

Witness name (printed) _____

Witness signature _____

On behalf of the Council (full name printed) _____

On behalf of the Council signature _____

Witness name (printed) _____

Witness signature _____

SCHEDULE 3

Condition of Owner's (a) Fixtures and Fittings and
(b) Furniture and other Household Items

I accept the attached terms and assessment of condition of furnishings contained in the initial inventory; and the terms and conditions defined therein. It is noted that the original inventory description of the furnishings will have deteriorated given the ongoing lease of the subjects.

Owner Name (Printed) _____

Owner Signature _____

Owner Name (Printed) _____

Owner Signature _____

Witness name (printed) _____

Witness signature _____

On behalf of the Council (full name printed) _____

On behalf of the Council signature _____

Witness name (printed) _____

Witness signature _____

LEASE

between



and

THE CITY OF EDINBURGH
COUNCIL

AUGUST 2011

SUBJECTS:



LEASE OF PRIVATE HOUSING TO A LOCAL AUTHORITY FOR THE PROVISION OF TEMPORARY HOUSING

LEASE

Between [REDACTED]

(hereinafter referred to as "the Owner")

and

THE CITY OF EDINBURGH COUNCIL, the local authority for the said City in terms of the Local Government etc. (Scotland) Act 1994 and having its Principal Office at City Chambers, High Street, Edinburgh, EH1 1YJ (hereinafter referred to as "the Council")

NOW IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Lease the following expressions shall have the following meanings:

"the Subjects" means the property known as [REDACTED] and which includes such pertinents including boundary features as are specified in Schedule 1 annexed and executed as relative hereto together with the whole facilities and services used or available for use in conjunction with the proper use of the Subjects and that whether owned solely by the Owner or communally with others together with the Owner's fixtures and fittings and those items of furniture and other household items within the subjects as detailed in the Inventory thereof contained in Schedule 2 annexed and signed as relative hereto.

"the Rent" means the sum of [REDACTED] per calendar month which sum is inclusive of any Value Added Tax payable. The first payment will be paid within thirty days of the Commencement Date. Thereafter the Rent will be paid in advance on a quarterly basis and will be received within fifteen days of the due date. **The Rent shall be increased on 01 April 2014** and on each anniversary thereafter in accordance with the increase shown to have occurred in the Consumer Price Index published in November of the previous year.

"the Service Providers" are

Link Group Limited, SCO01026, Registered Office at: 2C New Mart Road, Edinburgh, EH14 1RL who are appointed and authorised by the Council to act on its behalf in all matters arising in connection with the Council's interest in the Lease including payment of rent and procuring performance as tenant of the Council's obligations under this Lease and such authority shall endure until such time as the Council notifies the Owner that the Service Providers are no longer so authorised and in such event the Council shall either notify the Owner of the identity of the new Service Providers or alternatively shall notify the Owner that the Council intends to act as Service Providers itself.

"Commencement Date" shall be **20 March 2013** being the date from which the Council leases the Subjects from the Owner.

"the Term" means the period of **three years** being the duration of the Lease from the Commencement Date or such shorter period as appropriate in the event of the Lease being terminated earlier as hereinafter provided for.

Words importing one gender shall be construed as importing the other gender.

Words importing singular shall be construed as importing the plural and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.

The Clause headings do not form part of this Lease and shall not be taken into account in the construction or interpretation.

2 THE GRANT OF LEASE

- 2.1 The Owner lets to the Council the Subjects for the Term of this Lease.
- 2.2 The Council shall have an option at its sole discretion at any time upon the provision of a minimum of two months' written notice to the Owner to renounce this Lease by serving written notice to that effect on the Owner and in the event of it so doing the Lease shall terminate on the expiry of such period of notice. In such an event the obligations of the Council (including specifically the obligation to pay rent) shall cease forthwith except in respect of any antecedent breach.
- 2.3 The Council shall have an option at its sole discretion at any time during the period commencing six months prior to the expiry of the Term on provision of a minimum of two months' written notice to the Owner to extend the Term of the Lease for an undefined period (the "Term Extension") which period shall not in any event exceed seven months. Notwithstanding such extension in the event of the Council thus extending the Term the Council shall be entitled at any point prior to or during the Term Extension to terminate the Lease upon giving the Owner a minimum of two weeks written notice and in the event of their so doing the obligations of the Council (including specifically the obligation to pay rent) shall terminate upon the expiry of said two week period except in respect of any antecedent breach. Declaring, however, that notwithstanding the foregoing provision the Council shall not be entitled to serve said two week notice so as to terminate the Lease at a date any earlier than the original Term date.

3 COUNCIL'S OBLIGATIONS

The Council shall be obliged:

3.1 USE OF SUBJECTS

To use the Subjects for the purposes of temporary residential accommodation in accordance with the Housing (Scotland) Act 2001. The Council is prohibited from occupying the premises itself.

3.2 SUB-LETTING

The Council shall be entitled to sub-let the Subjects without the prior consent of the Owner but always subject to the terms and conditions of this Lease. The Owner specifically prohibits the grant by the Council of any Scottish Secure Tenancy (as distinct from a Short Scottish Secure Tenancy) to any person who might sub-let the Subjects or any part thereof from the Council.

3.3 ASSIGNATION

The Council shall be entitled to assign this Lease but only with the prior consent of the Owner which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed. Notwithstanding the foregoing no such consent shall be required if such assignation is to a new social housing authority or body taking over the Council's function as social housing authority for the purpose of this Lease.

3.4 RENT

To pay the Rent in advance in quarterly instalments the first payment being due on **20 April 2013** and thereafter quarterly in advance.

Where the lease is extended the rent will be paid in monthly instalments from the first month that lease exceeds the term.

3.5 LOCAL AUTHORITY TAXES

To pay and discharge Council Tax, water and sewerage charges or any other local tax which may replace same in respect of the Subjects.

3.6 HOUSEHOLD BILLS

To procure that the accounts for the supply to the Subjects of gas, electricity and telephone relative to the period of the Lease are paid promptly.

3.7 ACCESS

To permit the Owner and his duly authorised agents once in every twelve month period throughout the duration of the Lease and that upon giving reasonable notice to the Council (which notice shall be a minimum of fourteen days except in case of emergency in which event nonetheless only by prior agreement with the Council) to enter on and to examine the condition of the Subjects. Thereafter the Owner shall be permitted by prior arrangement with the Council to enter on the Subjects either personally or through the Owner's appointed contractors or workmen and to bring on to the Subjects such appliances and materials as may be necessary to execute repairs to the Subjects or to adjoining premises belonging to the Owner. Any damage caused by the Owner or his duly authorised agents in pursuance of this clause will be made good by the Owner as soon as reasonably practicable to the reasonable satisfaction of the Council and that at the

Owner's sole expense. Such access arrangements will be exercised so as to cause least inconvenience to the occupants of the Subjects.

3.8 REPAIRS AND MAINTENANCE

- 3.8.1 To keep in a good decorative order (fair wear and tear excepted) the interior of the Subjects together with the Owner's fixtures and fittings as also the items specified in Schedule 2 and that to the standard set out in Schedule 3 annexed and executed as relative hereto and to keep the Subjects clean and tidy and in good order and condition and to procure that such of the Owner's fixtures and fittings and items specified in Schedule 2 as require servicing are regularly serviced except for those items which are hereinafter stated to be the responsibility of the Owner. For the avoidance of doubt the Council shall be liable for internal redecorating only.
- 3.8.2 The Council will repair, replace or compensate the Owner for fixtures and fittings or any of the items specified in Schedule 2 which are destroyed, damaged, removed or lost during the duration of the Lease (fair wear and tear excepted) and that no later than the date of termination of the Lease.
- 3.8.3 To keep any gardens included with the Subjects neat and tidy.
- 3.8.4 To inform the Owner as soon as reasonably practicable upon becoming aware of any damage to the structure or exterior of the Subjects or to any other part of the Subjects which the Owner is liable to repair and where reasonably practicable to take any measures appropriate to limit the extent of such damage.
- 3.8.5 To ensure reasonable care is taken of the Subjects and in particular to take reasonable steps to ensure that:-
 - (i). The Subjects are aired and heated.
 - (ii) No hazardous or combustible goods or materials are brought on to the Subjects.
 - (iii) No oil, grease or other damaging materials are poured down the drains or waste pipes.
 - (iv) All necessary steps are taken to prevent water pipes freezing in cold weather.
 - (v) Danger is avoided to the Subjects or neighbouring properties by way of fire or flooding.
- 3.8.6 In the case of flatted property to undertake regularly in conjunction with the other proprietors/occupiers (or in the event of the failure of such other proprietors/occupiers solely in so far as is reasonable) to sweep and clean the common stairway. Any garden, back green or other communal area shall be kept in a clean and tidy condition.
- 3.8.7 To dispose of all rubbish in an appropriate manner and at the appropriate time.

3.9 ALTERATIONS

Not to make any alterations or additions whatsoever to the Subjects unless with the Owner's written consent.

3.10 ANTI-SOCIAL BEHAVIOUR

- 3.10.1 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees will not cause nor allow to be caused any nuisance, annoyance or disturbance to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.
- 3.10.2 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees do not commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of or cause offence to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.11 COMPLIANCE WITH STATUTE

To comply with the lawful requirements of any statutory or other competent authority except insofar as same is specifically the responsibility of the Owner either hereunder or in terms of said statutory or other competent authority.

3.12 TERMINATION OF LEASE

On the expiry of the Lease to return the Subjects to the Owner with vacant possession and in such a state and condition as same was at the commencement of the Lease fair wear and tear excepted.

4 OWNER'S OBLIGATIONS

The Owner shall be obliged to:-

4.1 HABITABILITY

Ensure that the Subjects are both at the commencement of the Lease and throughout the duration of the same in a wind and watertight, safe and secure condition and in all other respects reasonably fit for human habitation to the satisfaction of the Council. The landlord must also comply with all common law or statutory obligations upon him as landlord. The Owner shall also ensure that the Subjects comply with all building and planning regulations both at the commencement of the Lease and throughout the duration of same.

4.2 REPAIRS AND MAINTENANCE

- 4.2.1 Either solely or together with any other owners of common parts of the building in which the Subjects are situated, as appropriate, to keep in good order and repair and renew if necessary the structure and external decoration of the Subjects to the Council's satisfaction including *inter alia* the following:-

- (i) drains, gutters and both external and internal pipes
- (ii) roof
- (iii) outside walls, doors, window sills, window catches, plate glass, sash cords and window frames
- (iv) internal walls, floors, ceilings, doors, door frames, internal staircases and landings
- (v) chimneys, chimney stacks and flues (including sweeping thereof)
- (vi) pathways, steps or other means of access
- (vii) plasterwork
- (viii) boundary walls and fences
- (ix) any common areas.

In the event that the Owner is unable to compel the compliance of his co-owners to carry out repairs to any of the common items forming part of the Subjects and such repairs are in the opinion of the Council reasonably necessary to render the Subjects in a fit state for habitation then the Owner shall be obliged to carry out such repairs at his sole expense and in the event of his refusing or delaying to do so within a reasonable time the Council shall have the option to terminate the Lease as hereinafter provided for.

4.2.2 To keep in repair and proper working order the installations in or on the Subjects for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Council or which the Council is entitled to remove) including (without prejudice to the foregoing generality) the following:-

- (i) basins, sinks, baths, toilets and showers
- (ii) gas or electric fires and central heating systems. Gas installations and appliances shall be serviced and have a gas safety check every 12 months by a Gas Safe registered engineer and maintained all in accordance with the Gas Safety (Installation and Use) Regulations 1998 or most current version of these regulations).
- (iii) electrical wiring
- (iv) door entry system
- (v) cookers
- (vi) fridges/fridge freezers
- (vii) washing machines
- (viii) extractor fans

For the avoidance of doubt in the event that any of the aforementioned appliances or any other appliances are gifted by the Owner to the Council it is accepted that the Owner shall have no obligation to repair same but in such an event the Council shall likewise have no obligation to return same to the Owner at the termination of the Lease and in such an event the Council may at its sole discretion choose whether to repair same or dispose of same.

4.2.3 The Owner will repair or replace any of the fittings or fixtures or items specified in Schedule 2 supplied by the Owner in the Subjects which becomes defective. Such items will be repaired or replaced within a reasonable period of time and to a standard which is to the satisfaction of the Council.

4.2.4 To carry out or procure to be carried out any repairs for which the Owner is liable in terms of this Lease. Said work shall be carried out by competent and properly qualified tradesmen to the satisfaction of the Council who will arrange access to the Subjects if required to carry out such repairs. All site materials shall be removed at the conclusion of the works.

Notwithstanding the foregoing the Owner shall have no liability to repair, restore, renew any item or part of the Subjects which would otherwise be the Owner's liability in terms of this Clause in the event that the damage thereto has been caused by the Council, its agents, contractors or sub-tenants.

4.2.5 The owner shall be required to intimate promptly to the service providers any change in their contact details including changes to their name, home addresses, contact telephone numbers and e-mail addresses.

4.2.6 In the event of the Owner failing to or delaying in fulfilling any of his obligations under Clauses 4.1 or 4.2 hereof the Council shall be entitled to serve notice upon the Owner calling upon him to fulfil such obligations hereunder within such reasonable period as the Council shall determine and in the event of the Owner's continuing failure to do so the Council shall upon the expiry of said period be entitled to procure fulfilment of said obligation itself and to recover the cost thereof from the Owner and that by deduction from the Rent if necessary. Alternatively and at the Council's sole option the Council shall be entitled to suspend payment of the Rent until the Owner has fulfilled his obligation and that to the Council's satisfaction acting reasonably.

4.3 Work Priorities

4.3.1 "Emergency Repairs" defined as any defect which puts the health, safety or security of any occupant or any third party at immediate risk or which may adversely affect the structure of the building.

4.3.2 The Owner must ensure that defects/repairs classed by the Council as emergency repairs are repaired or made safe within 3 hours of notification from the Council.

4.3.3 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 3 hours of notification from the Council.

- Total loss of water supply

- Significant leaks or flooding from water or heating pipes, tanks, cisterns
- Flooding
- Severe storm damage or serious roof leak
- Total loss of electrical supply
- Unsafe electrical fittings
- Insecure external doors, locks and windows
- Total or partial loss of gas supply
- Gas leak
- Blocked flue
- Blocked main drains, soil pipe or sole w.c.
- Sole w.c. does not flush
- Blocked drains, sinks, basins, bath
- Total or partial loss of space or water heating where no alternative heating is available
- Failure of lift
- Failure of warden alarm / call system
- Unsafe access path or step

4.3.4 "Urgent Repairs" are defined as any defect or repair that causes serious discomfort, inconvenience or nuisance to a occupant or a third party or which is likely to lead to further deterioration of the building if the problem persists.

4.3.5 The Owner must ensure that defects/repairs classed by the Council as Urgent Repairs are repaired or made safe within 2 days of notification from the Council.

4.3.6 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 2 working days of notification from the Council.

- Partial loss of water supply
- Manageable / minor plumbing leaks
- Defective cistern or overflow
- Heating system defects / partial loss of heat (*if alternative heating available*)
- Hot water system defects / partial loss of hot water
- Partial loss of electric power
- Minor electrical faults
- Manageable roof leaks
- Blocked gutters
- Severe dampness
- Security of internal doors and windows
- Failure of entry phone
- Faulty extractor fan (*statutory time limit = 7 working days*)
- Defective flooring
- Faulty communal TV aerial
- Damage to stair treads or hand rails / banisters
- Unsafe timber flooring
- Rain penetration at doors or windows
- Fire damage
- Offensive or racist graffiti

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4.3.8 The Owner must ensure that defects/repairs classed by the Council as Routine Repairs are repaired or made safe within 5 days of notification from the Council.

4.3.9 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 5 working days of notification from the Council.

- Loose slates / tiles where there is no rain penetration or falling slates / tiles
- General joinery repairs
- Repairs to doors, windows and floors
- Repairs to external walls, fences and paths (*but note statutory obligation to repair unsafe access path or step as emergency see above*)
- Repairs / cleaning of gutters and downpipes
- Repairs to kitchen fittings
- Repairs to plaster work
- Dripping / leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
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- Other minor day-to-day repairs / replacements

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4.3.11 The owner must ensure that defects/repairs classed by the Council as 'User Defined Repairs' are repaired or made safe within 20 days of notification by the Council.

4.3.12 The foregoing category of repair is subject to the overriding principle of what the Council at its sole discretion and in the particular circumstances necessitating the repair deems a reasonable time in which to have the repair carried out.

4.4 INSURANCES

4.4.1 To insure and keep insured the Subjects under a Landlord's insurance policy against loss or damage by the usual insured risks which shall without prejudice to the foregoing generality include fire, lightning, aircraft, explosion, riot and civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and over flowing of water pipes and apparatus and impact by vehicles for the full reinstatement value of the Subjects to include debris removal costs, architects' and surveyors' fees and property owners' liability. Such insurance policy shall be approved by the Council and the Owner shall produce a copy of the insurance policy on request, together with a copy of the premium receipt. Said insurance policy must:-

- (i) permit the letting of the property both by the Owner to the Council and the Council to its sub-tenants.

- (ii) provide cover in the event of the Subjects lying vacant between sub-tenancies.

4.4.2 To insure such contents of the Subjects as are the property of the Owner.

4.4.3 To procure that such insurance policies are noted with the interest of the Council as third parties and that the insurance company waives its subrogation rights.

4.5 LANDLORD'S OUTGOINGS

To pay timeously all existing and future mortgages or other loans secured over the property, taxes, assessments and outgoings and posts charged upon the Subjects other than those borne by the Council in terms of this Lease.

4.6 ENJOYMENT OF ACCOMMODATION

To permit the Council and its sub-tenants to peaceably hold and enjoy without interruption the Subjects during the currency of this Lease.

4.7 IRRITANCY

If any quarterly/monthly payment or any part thereof is not paid in terms of Clauses 1 and 3.4 hereof, (subject to any deductions in terms by Clause 4.2.5) or if the Council is in breach of any of its obligations hereunder the Owner shall be entitled to terminate the Lease. Provided, however, that the Owner shall not be entitled to terminate the Lease unless he shall first have given written notice of the breach to the Council prescribing a reasonable time (which in the case of non-payment of rent shall be not less than twenty one days) within which such breach must be remedied and the Council shall have failed to remedy the breach within such time. The Council binds and obliges itself to flit and remove at the expiry or earlier termination of the Lease without any warning or process of law whatsoever.

4.8 COMPLIANCE WITH STATUTE

To comply with the lawful requirement of any statutory or other competent authority except in so far as same is specifically the responsibility of the Council as tenant in terms of said statutory or other competent authority or in terms of this Lease. The Council may at its sole option procure compliance with any such lawful requirements which are the obligation of the Owner and recover the cost of same from the Owner. For the avoidance of doubt nothing herein contained or implied or done shall prejudice or affect the powers, rights, duties and obligations of The City of Edinburgh Council or its statutory successors as local authority, planning authority, building control authority, roads authority and so on under or by virtue of any public or local act, order, statutory instrument regulations and by-laws.

5 OBLIGATIONS OF BOTH PARTIES

The proper observance and compliance with equal opportunities legislation, policy and practice by both parties which shall include all persons or bodies employed by the parties and shall specifically include the service providers, who shall not unfairly discriminate against any individual on the grounds of race, colour, culture,

ethnic or national origin, religion, gender, age, disability, sexual orientation, family circumstances or marital status. This clause covers all the activities of both parties, including their respective policies and practices.

6 DESTRUCTION OF SUBJECTS

If the Subjects or any part of same should at any time during the Term of this Lease be destroyed or damaged by fire or any other insured or uninsured risk so as to be in the reasonable opinion of the Council unfit for occupation and use and the policies of the insurance effected by the Owner have not been vitiated by the act or default of the Council or its sub-tenants then this Lease will be treated as being terminated as at the date of such destruction or damage and the Owner shall return to the Council any Rent paid in advance for any period after the date of such destruction or damage.

7 DISPUTE PROVISIONS

Any dispute or difference between the parties as to the true intent and meaning of these presents or the implementation thereof shall failing resolution between the parties be referred to the decision of an Arbiter to be mutually agreed upon by the parties or failing agreement to be appointed by the President for the time being of the Law Society of Scotland or to an Arbiter appointed by him. The award of an Arbiter in such arbitration shall be final and binding on both parties concerned. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby expressly excluded. Notwithstanding the foregoing generality no referral shall be made to an Arbiter unless and until such complaint procedure as is provided by the Council's Service Providers has been exhausted without resolution.

8 INDEMNITY

Each party shall indemnify the other against any action, claim or demand made against them arising out of any failure on the part of the other to fulfil their responsibilities as set out in the Lease.

9 SERVICE OF NOTICES

In the event of the Owner or the Council wishing to serve notice hereunder on the other the following provisions shall apply:-

- (i) In the event of the Council wishing to serve notice on the Owner such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the Owner's address as stated in the preamble hereto or such other address as has been properly notified to the Council by the Owner.
- (ii) In the event of the Owner wishing to serve notice on the Council such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the business contact address of the Council's Managing Agents from time to time or in the event that the Council has intimated to the Owner that it is managing the property "in house" then such notice shall

be sent by the aforementioned method to the Director of Services for Communities,

10 **DECLARATIONS**

In signing this Lease and granting entry to the accommodation the Owner:-

11 **TITLE DEEDS**

Warrants that he is heritably vest in the Subjects and that there are no adverse title conditions or incumbrances prohibiting the granting of this Lease nor any dispute regarding the Owner's title nor the extent of the Subjects and in particular that he is not subject to the provisions of a Discount Standard Security granted in terms of the Housing (Scotland) Act 1987 as amended.

12 **FULL DISCLOSURE**

Warrants that full and true disclosure has been made of all information required by the Council in connection with the granting of this Lease including:-

- (i) Landlord registration of the Subjects by the Owner
- (ii) compliance of the Subjects with all planning and building regulations
- (iii) that the property has not had a history of anti-social behaviour
- (iv) appropriate insurances in terms of Clause 4.3
- (v) has not been served notice that the property is scheduled for demolition nor that there are any statutory notices which would prevent the Owner fulfilling his obligations under the Lease
- (vi) the Subjects are not a matrimonial house terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended nor a family house in terms of the Civil Partnership Act 2004.

If requested the Owner shall produce such evidence as the Council may reasonably require of the foregoing.

13 **FALSE STATEMENTS**

Confirms that he has not knowingly or carelessly made any false or misleading statements or failed to make any statements (whether written or oral) which might affect the Council's decision to enter into this Lease.

14 **HERITABLE CREDITOR'S CONSENT**

Warrants that he has the written consent of any heritable creditor to the grant of this Lease and shall prior to the date of commencement of the Lease exhibit same to the Council.

15 **CONSENT TO REGISTRATION**

The parties hereto consent to registration hereof for preservation and execution.

This document consisting of this and the preceding pages together with the three Schedules annexed hereto is signed and witnessed as below.

Owner name (PRINTED) _____

Owner signature _____

Owner address _____

Date 20 August 2012

2nd Owner name (PRINTED) _____

2nd Owner signature _____

Owner address _____

Date _____

Witness name (PRINTED) _____

Witness signature _____

Witness address _____

Date 20 August 2012

On behalf of the Council (full name printed) _____

On behalf of the Council signature _____

On behalf of the Council address 2C NEW MART ROAD, EDINBURGH, EH14 1RL

Date 03/09/2012

Witness name (printed) _____

Witness signature _____

Witness address 2C NEW MART ROAD, EDINBURGH, EH14 1RL

Date 3 Sept 12

SCHEDULE 1

Pertinents of the Subjects

SCHEDULE 2

Owner's Furniture and other Household items

I accept the terms and assessment of condition of furnishings contained in the original inventory; and accept the terms and conditions defined therein. It is noted that the original inventory description of the furnishings will have deteriorated given the ongoing lease of the Subjects.

SCHEDULE 3

Condition of Owner's (a) Fixtures and Fittings and
(b) Furniture and other Household Items

LEASE

between

[REDACTED]

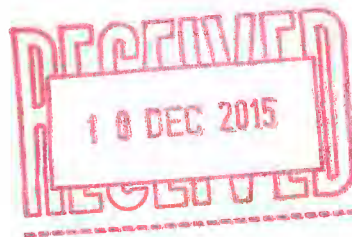
and

THE CITY OF EDINBURGH
COUNCIL

August 2012

SUBJECTS:

[REDACTED]



V4

LEASE OF PRIVATE HOUSING TO A LOCAL AUTHORITY FOR THE PROVISION OF TEMPORARY HOUSING

LEASE

Between [REDACTED]

(hereinafter referred to as "the Owner")

and

THE CITY OF EDINBURGH COUNCIL, the local authority for the said City in terms of the Local Government etc. (Scotland) Act 1994 and having its Principal Office at City Chambers, High Street, Edinburgh, EH1 1YJ (hereinafter referred to as "the Council")

NOW IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Lease the following expressions shall have the following meanings:

"the Subjects" means the property known as [REDACTED] and which includes such pertinents including boundary features as are specified in Schedule 1 annexed and executed as relative hereto together with the whole facilities and services used or available for use in conjunction with the proper use of the Subjects and that whether owned solely by the Owner or communally with others together with the Owner's fixtures and fittings and those items of furniture and other household items within the subjects as detailed in the Inventory thereof contained in Schedule 2 annexed and signed as relative hereto.

"the Rent" means the sum of [REDACTED] per calendar month which sum is inclusive of any Value Added Tax payable. The first payment will be paid within sixty days of the Commencement Date. Thereafter the Rent will be paid in advance on a quarterly basis and will be received within fifteen days of the due date. **The Rent shall be increased on 01 April 2017 and on each anniversary thereafter in accordance with the increase shown to have occurred in the Consumer Price Index published in November of the previous year.**

"the Service Providers" are

Link Group Limited, SCO01026, Registered Office at: 2C New Mart Road, Edinburgh, EH14 1RL who are appointed and authorised by the Council to act on its behalf in all matters arising in connection with the Council's interest in the Lease including payment of rent and procuring performance as tenant of the Council's obligations under this Lease and such authority shall endure until such time as the Council notifies the Owner that the Service Providers are no longer so authorised and in such event the Council shall either notify the Owner of the identity of the new Service Providers or alternatively shall notify the Owner that the Council intends to act as Service Providers itself.

"Commencement Date" shall be **20-Mar-2016** being the date from which the Council leases the Subjects from the Owner.

"the Term" means the period of **THREE YEARS** term being the duration of the Lease from the Commencement Date or such shorter period as appropriate in the event of the Lease being terminated earlier as hereinafter provided for.

Words importing one gender shall be construed as importing the other gender.

Words importing singular shall be construed as importing the plural and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.

The Clause headings do not form part of this Lease and shall not be taken into account in the construction or interpretation.

2 THE GRANT OF LEASE

- 2.1 The Owner lets to the Council the Subjects for the Term of this Lease.
- 2.2 The Council shall have an option at its sole discretion at any time upon the provision of a minimum of two months' written notice to the Owner to renounce this Lease by serving written notice to that effect on the Owner and in the event of it so doing the Lease shall terminate on the expiry of such period of notice. In such an event the obligations of the Council (including specifically the obligation to pay rent) shall cease forthwith except in respect of any antecedent breach.
- 2.3 The Council shall have an option at its sole discretion at any time during the period commencing six months prior to the expiry of the Term on provision of a minimum of two months' written notice to the Owner to extend the Term of the Lease for an undefined period (the "Term Extension") which period shall not in any event exceed seven months. Notwithstanding such extension in the event of the Council thus extending the Term the Council shall be entitled at any point prior to or during the Term Extension to terminate the Lease upon giving the Owner a minimum of two weeks written notice and in the event of their so doing the obligations of the Council (including specifically the obligation to pay rent) shall terminate upon the expiry of said two week period except in respect of any antecedent breach. Declaring, however, that notwithstanding the foregoing provision the Council shall not be entitled to serve said two week notice so as to terminate the Lease at a date any earlier than the original Term date.

3 COUNCIL'S OBLIGATIONS

The Council shall be obliged:

3.1 USE OF SUBJECTS

To use the Subjects for the purposes of temporary residential accommodation in accordance with the Housing (Scotland) Act 2001. The Council is prohibited from occupying the premises itself.

3.2 SUB-LETTING

The Council shall be entitled to sub-let the Subjects without the prior consent of the Owner but always subject to the terms and conditions of this Lease. The Owner specifically prohibits the grant by the Council of any Scottish Secure Tenancy (as distinct from a Short Scottish Secure Tenancy) to any person who might sub-let the Subjects or any part thereof from the Council.

3.3 ASSIGNATION

The Council shall be entitled to assign this Lease but only with the prior consent of the Owner which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed. Notwithstanding the foregoing no such consent shall be required if such assignation is to a new social housing authority or body taking over the Council's function as social housing authority for the purpose of this Lease.

3.4 RENT

To pay the Rent in advance in quarterly instalments the first payment being due on 60 days from lease start date and thereafter quarterly in advance.

Where the lease is extended the rent will be paid in monthly instalments from the first month that lease exceeds the term.

3.5 LOCAL AUTHORITY TAXES

To pay and discharge Council Tax, water and sewerage charges or any other local tax which may replace same in respect of the Subjects.

3.6 HOUSEHOLD BILLS

To procure that the accounts for the supply to the Subjects of gas, electricity and telephone relative to the period of the Lease are paid promptly.

3.7 ACCESS

To permit the Owner and his duly authorised agents once in every twelve month period throughout the duration of the Lease and that upon giving reasonable notice to the Council (which notice shall be a minimum of fourteen days except in case of emergency in which event nonetheless only by prior agreement with the Council) to enter on and to examine the condition of the Subjects. Thereafter the Owner shall be permitted by prior arrangement with the Council to enter on the Subjects either personally or through the Owner's appointed contractors or workmen and to bring on to the Subjects such appliances and materials as may be necessary to execute repairs to the Subjects or to adjoining premises belonging to the Owner. Any damage caused by the Owner or his duly authorised agents in pursuance of this clause will be made good by the Owner as soon as reasonably practicable to the reasonable satisfaction of the Council and that at the

Owner's sole expense. Such access arrangements will be exercised so as to cause least inconvenience to the occupants of the Subjects.

3.8 REPAIRS AND MAINTENANCE

- 3.8.1 To keep in a good decorative order (fair wear and tear excepted) the interior of the Subjects together with the Owner's fixtures and fittings as also the items specified in Schedule 2 and that to the standard set out in Schedule 3 annexed and executed as relative hereto and to keep the Subjects clean and tidy and in good order and condition and to procure that such of the Owner's fixtures and fittings and items specified in Schedule 2 as require servicing are regularly serviced except for those items which are hereinafter stated to be the responsibility of the Owner. For the avoidance of doubt the Council shall be liable for internal redecorating only.
- 3.8.2 The Council will repair, replace or compensate the Owner for fixtures and fittings or any of the items specified in Schedule 2 which are destroyed, damaged, removed or lost during the duration of the Lease (fair wear and tear excepted) and that no later than the date of termination of the Lease.
- 3.8.3 To keep any gardens included with the Subjects neat and tidy.
- 3.8.4 To inform the Owner as soon as reasonably practicable upon becoming aware of any damage to the structure or exterior of the Subjects or to any other part of the Subjects which the Owner is liable to repair and where reasonably practicable to take any measures appropriate to limit the extent of such damage.
- 3.8.5 To ensure reasonable care is taken of the Subjects and in particular to take reasonable steps to ensure that:-
- (i) The Subjects are aired and heated.
 - (ii) No hazardous or combustible goods or materials are brought on to the Subjects.
 - (iii) No oil, grease or other damaging materials are poured down the drains or waste pipes.
 - (iv) All necessary steps are taken to prevent water pipes freezing in cold weather.
 - (v) Danger is avoided to the Subjects or neighbouring properties by way of fire or flooding.
- 3.8.6 In the case of flatted property to undertake regularly in conjunction with the other proprietors/occupiers (or in the event of the failure of such other proprietors/occupiers solely in so far as is reasonable) to sweep and clean the common stairway. Any garden, back green or other communal area shall be kept in a clean and tidy condition.
- 3.8.7 To dispose of all rubbish in an appropriate manner and at the appropriate time.

3.9 ALTERATIONS

Not to make any alterations or additions whatsoever to the Subjects unless with the Owner's written consent.

3.10 ANTI-SOCIAL BEHAVIOUR

3.10.1 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees will not cause nor allow to be caused any nuisance, annoyance or disturbance to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.10.2 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees do not commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of or cause offence to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.11 COMPLIANCE WITH STATUTE

To comply with the lawful requirements of any statutory or other competent authority except insofar as same is specifically the responsibility of the Owner either hereunder or in terms of said statutory or other competent authority.

3.12 TERMINATION OF LEASE

On the expiry of the Lease to return the Subjects to the Owner with vacant possession and in such a state and condition as same was at the commencement of the Lease fair wear and tear excepted.

4 OWNER'S OBLIGATIONS

The Owner shall be obliged to:-

4.1 HABITABILITY

Ensure that the Subjects are both at the commencement of the Lease and throughout the duration of the same in a wind and watertight, safe and secure condition and in all other respects reasonably fit for human habitation to the satisfaction of the Council. The landlord must also comply with all common law or statutory obligations upon him as landlord. The Owner shall also ensure that the Subjects comply with all building and planning regulations both at the commencement of the Lease and throughout the duration of same.

4.2 REPAIRS AND MAINTENANCE

4.2.1 Either solely or together with any other owners of common parts of the building in which the Subjects are situated, as appropriate, to keep in good order and repair and renew if necessary the structure and external decoration of the Subjects to the Council's satisfaction including *inter alia* the following:-

- (i) drains, gutters and both external and internal pipes

- (ii) roof
- (iii) outside walls, doors, window sills, window catches, plate glass, sash cords and window frames
- (iv) internal walls, floors, ceilings, doors, door frames, internal staircases and landings
- (v) chimneys, chimney stacks and flues (including sweeping thereof)
- (vi) pathways, steps or other means of access
- (vii) plasterwork
- (viii) boundary walls and fences
- (ix) any common areas.

In the event that the Owner is unable to compel the compliance of his co-owners to carry out repairs to any of the common items forming part of the Subjects and such repairs are in the opinion of the Council reasonably necessary to render the Subjects in a fit state for habitation then the Owner shall be obliged to carry out such repairs at his sole expense and in the event of his refusing or delaying to do so within a reasonable time the Council shall have the option to terminate the Lease as hereinafter provided for.

4.2.2 To keep in repair and proper working order the installations in or on the Subjects for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Council or which the Council is entitled to remove) including (without prejudice to the foregoing generality) the following:-

- (i) basins, sinks, baths, toilets and showers
- (ii) gas or electric fires and central heating systems. Gas installations and appliances shall be serviced and have a gas safety check every 12 months by a Gas Safe registered engineer and maintained all in accordance with the Gas Safety (Installation and Use) Regulations 1998 or most current version of these regulations).
- (iii) electrical wiring
- (iv) door entry system
- (v) cookers
- (vi) fridges/fridge freezers
- (vii) washing machines
- (viii) extractor fans

For the avoidance of doubt in the event that any of the aforementioned appliances or any other appliances are gifted by the Owner to the Council it is accepted that the Owner shall have no obligation to repair same but in such an event the Council shall likewise have no obligation to return same to the Owner at the termination of the Lease and in such an event the Council may at its sole discretion choose whether to repair same or dispose of same.

- 4.2.3 The Owner will repair or replace any of the fittings or fixtures or items specified in Schedule 2 supplied by the Owner in the Subjects which becomes defective. Such items will be repaired or replaced within a reasonable period of time and to a standard which is to the satisfaction of the Council.
- 4.2.4 To carry out or procure to be carried out any repairs for which the Owner is liable in terms of this Lease. Said work shall be carried out by competent and properly qualified tradesmen to the satisfaction of the Council who will arrange access to the Subjects if required to carry out such repairs. All site materials shall be removed at the conclusion of the works.

Notwithstanding the foregoing the Owner shall have no liability to repair, restore, renew any item or part of the Subjects which would otherwise be the Owner's liability in terms of this Clause in the event that the damage thereto has been caused by the Council, its agents, contractors or sub-tenants.

- 4.2.5 The owner shall be required to intimate promptly to the service providers any change in their contact details including changes to their name, home addresses, contact telephone numbers and e-mail addresses.
- 4.2.6 In the event of the Owner failing to or delaying in fulfilling any of his obligations under Clauses 4.1 or 4.2 hereof the Council shall be entitled to serve notice upon the Owner calling upon him to fulfil such obligations hereunder within such reasonable period as the Council shall determine and in the event of the Owner's continuing failure to do so the Council shall upon the expiry of said period be entitled to procure fulfilment of said obligation itself and to recover the cost thereof from the Owner and that by deduction from the Rent if necessary. Alternatively and at the Council's sole option the Council shall be entitled to suspend payment of the Rent until the Owner has fulfilled his obligation and that to the Council's satisfaction acting reasonably.

4.3 Work Priorities

- 4.3.1 "Emergency Repairs" defined as any defect which puts the health, safety or security of any occupant or any third party at immediate risk or which may adversely affect the structure of the building.
- 4.3.2 The Owner must ensure that defects/repairs classed by the Council as emergency repairs are repaired or made safe within 3 hours of notification from the Council.
- 4.3.3 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 3 hours of notification from the Council.
- Total loss of water supply
 - Significant leaks or flooding from water or heating pipes, tanks, cisterns

- Flooding
- Severe storm damage or serious roof leak
- Total loss of electrical supply
- Unsafe electrical fittings
- Insecure external doors, locks and windows
- Total or partial loss of gas supply
- Gas leak
- Blocked flue
- Blocked main drains, soil pipe or sole w.c.
- Sole w.c. does not flush
- Blocked drains, sinks, basins, bath
- Total or partial loss of space or water heating where no alternative heating is available
- Failure of lift
- Failure of warden alarm / call system
- Unsafe access path or step

4.3.4 "Urgent Repairs" are defined as any defect or repair that causes serious discomfort, inconvenience or nuisance to a occupant or a third party or which is likely to lead to further deterioration of the building if the problem persists.

4.3.5 The Owner must ensure that defects/repairs classed by the Council as Urgent Repairs are repaired or made safe within 2 days of notification from the Council.

4.3.6 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 2 working days of notification from the Council.

- Partial loss of water supply
- Manageable / minor plumbing leaks
- Defective cistern or overflow
- Heating system defects / partial loss of heat (*if alternative heating available*)
- Hot water system defects / partial loss of hot water
- Partial loss of electric power
- Minor electrical faults
- Manageable roof leaks
- Blocked gutters
- Severe dampness
- Security of internal doors and windows
- Failure of entry phone
- Faulty extractor fan (*statutory time limit = 7 working days*)
- Defective flooring
- Faulty communal TV aerial
- Damage to stair treads or hand rails / banisters
- Unsafe timber flooring
- Rain penetration at doors or windows
- Fire damage
- Offensive or racist graffiti

4.3.7 "Routine Repairs" are defined as any defect or repair that does not cause serious discomfort, inconvenience or nuisance to occupants or to third parties, nor long term deterioration of the building.

4.3.8 The Owner must ensure that defects/repairs classed by the Council as Routine Repairs are repaired or made safe within 5 days of notification from the Council.

4.3.9 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 5 working days of notification from the Council.

- Loose slates / tiles where there is no rain penetration or falling slates / tiles
- General joinery repairs
- Repairs to doors, windows and floors
- Repairs to external walls, fences and paths (*but note statutory obligation to repair unsafe access path or step as emergency see above*)
- Repairs / cleaning of gutters and downpipes
- Repairs to kitchen fittings
- Repairs to plaster work
- Dripping / leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor day-to-day repairs / replacements

4.3.10 "User Defined Repairs" are defined as defects that do not cause serious discomfort, inconvenience or nuisance to tenants or to third parties, nor long term deterioration of the building.

4.3.11 The owner must ensure that defects/repairs classed by the Council as 'User Defined Repairs' are repaired or made safe within 20 days of notification by the Council.

4.3.12 The foregoing category of repair is subject to the overriding principle of what the Council at its sole discretion and in the particular circumstances necessitating the repair deems a reasonable time in which to have the repair carried out.

4.4 INSURANCES

4.4.1 To insure and keep insured the Subjects under a Landlord's insurance policy against loss or damage by the usual insured risks which shall without prejudice to the foregoing generality include fire, lightning, aircraft, explosion, riot and civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and over flowing of water pipes and apparatus and impact by vehicles for the full reinstatement value of the Subjects to include debris removal costs, architects' and surveyors' fees and property owners' liability. Such insurance policy shall be approved by the Council and the Owner shall produce a copy of the insurance policy on request, together with a copy of the premium receipt. Said insurance policy must:-

- (i) permit the letting of the property both by the Owner to the Council and the Council to its sub-tenants.

- (ii) provide cover in the event of the Subjects lying vacant between sub-tenancies.

4.4.2 To insure such contents of the Subjects as are the property of the Owner.

4.4.3 To procure that such insurance policies are noted with the interest of the Council as third parties and that the insurance company waives its subrogation rights.

4.5 LANDLORD'S OUTGOINGS

To pay timeously all existing and future mortgages or other loans secured over the property, taxes, assessments and outgoing and posts charged upon the Subjects other than those borne by the Council in terms of this Lease.

4.6 ENJOYMENT OF ACCOMMODATION

To permit the Council and its sub-tenants to peaceably hold and enjoy without interruption the Subjects during the currency of this Lease.

4.7 IRRITANCY

If any quarterly/monthly payment or any part thereof is not paid in terms of Clauses 1 and 3.4 hereof, (subject to any deductions in terms by Clause 4.2.5) or if the Council is in breach of any of its obligations hereunder the Owner shall be entitled to terminate the Lease. Provided, however, that the Owner shall not be entitled to terminate the Lease unless he shall first have given written notice of the breach to the Council prescribing a reasonable time (which in the case of non-payment of rent shall be not less than twenty one days) within which such breach must be remedied and the Council shall have failed to remedy the breach within such time. The Council binds and obliges itself to flit and remove at the expiry or earlier termination of the Lease without any warning or process of law whatsoever.

4.8 COMPLIANCE WITH STATUTE

To comply with the lawful requirement of any statutory or other competent authority except in so far as same is specifically the responsibility of the Council as tenant in terms of said statutory or other competent authority or in terms of this Lease. The Council may at its sole option procure compliance with any such lawful requirements which are the obligation of the Owner and recover the cost of same from the Owner. For the avoidance of doubt nothing herein contained or implied or done shall prejudice or affect the powers, rights, duties and obligations of The City of Edinburgh Council or its statutory successors as local authority, planning authority, building control authority, roads authority and so on under or by virtue of any public or local act, order, statutory instrument regulations and by-laws.

5 OBLIGATIONS OF BOTH PARTIES

The proper observance and compliance with equal opportunities legislation, policy and practice by both parties which shall include all persons or bodies employed by the parties and shall specifically include the service providers, who shall not unfairly discriminate against any individual on the grounds of race, colour, culture, ethnic or national origin, religion, gender, age, disability, sexual orientation, family

circumstances or marital status. This clause covers all the activities of both parties, including their respective policies and practices.

6 DESTRUCTION OF SUBJECTS

If the Subjects or any part of same should at any time during the Term of this Lease be destroyed or damaged by fire or any other insured or uninsured risk so as to be in the reasonable opinion of the Council unfit for occupation and use and the policies of the insurance effected by the Owner have not been vitiated by the act or default of the Council or its sub-tenants then this Lease will be treated as being terminated as at the date of such destruction or damage and the Owner shall return to the Council any Rent paid in advance for any period after the date of such destruction or damage.

7 DISPUTE PROVISIONS

Any dispute or difference between the parties as to the true intent and meaning of these presents or the implementation thereof shall failing resolution between the parties be referred to the decision of an Arbiter to be mutually agreed upon by the parties or failing agreement to be appointed by the President for the time being of the Law Society of Scotland or to an Arbiter appointed by him. The award of an Arbiter in such arbitration shall be final and binding on both parties concerned. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby expressly excluded. Notwithstanding the foregoing generality no referral shall be made to an Arbiter unless and until such complaint procedure as is provided by the Council's Service Providers has been exhausted without resolution.

8 INDEMNITY

Each party shall indemnify the other against any action, claim or demand made against them arising out of any failure on the part of the other to fulfil their responsibilities as set out in the Lease.

9 SERVICE OF NOTICES

In the event of the Owner or the Council wishing to serve notice hereunder on the other the following provisions shall apply:-

- (i) In the event of the Council wishing to serve notice on the Owner such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the Owner's address as stated in the preamble hereto or such other address as has been properly notified to the Council by the Owner.
- (ii) In the event of the Owner wishing to serve notice on the Council such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the business contact address of the Council's Managing Agents from time to time or in the event that the Council has intimated to the Owner that it is managing the property "in house" then such notice shall be sent by the aforementioned method to the Director of Services for Communities,

10 **DECLARATIONS**

In signing this Lease and granting entry to the accommodation the Owner:-

11 **TITLE DEEDS**

Warrants that he is heritably vest in the Subjects and that there are no adverse title conditions or incumbrances prohibiting the granting of this Lease nor any dispute regarding the Owner's title nor the extent of the Subjects and in particular that he is not subject to the provisions of a Discount Standard Security granted in terms of the Housing (Scotland) Act 1987 as amended.

12 **FULL DISCLOSURE**

Warrants that full and true disclosure has been made of all information required by the Council in connection with the granting of this Lease including:-

- (i) Landlord registration of the Subjects by the Owner
- (ii) compliance of the Subjects with all planning and building regulations
- (iii) that the property has not had a history of anti-social behaviour
- (iv) appropriate insurances in terms of Clause 4.3
- (v) has not been served notice that the property is scheduled for demolition nor that there are any statutory notices which would prevent the Owner fulfilling his obligations under the Lease
- (vi) the Subjects are not a matrimonial house terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended nor a family house in terms of the Civil Partnership Act 2004.

If requested the Owner shall produce such evidence as the Council may reasonably require of the foregoing.

13 **FALSE STATEMENTS**

Confirms that he has not knowingly or carelessly made any false or misleading statements or failed to make any statements (whether written or oral) which might affect the Council's decision to enter into this Lease.



14 **HERITABLE CREDITOR'S CONSENT**

Warrants that he has the written consent of any heritable creditor to the grant of this Lease and shall prior to the date of commencement of the Lease exhibit same to the Council.



15 **CONSENT TO REGISTRATION**


The parties hereto consent to registration hereof for preservation and execution.

This document consisting of this and the preceding pages together with the three Schedules annexed hereto is signed and witnessed as below.

First owner to complete this section	
Owner name (PRINTED) ↓	Owner signature ↓
	
Owner address ↓	Date ↓
	19 AUGUST 2015

Joint owner to complete this section	
Joint Owner name (PRINTED) ↓	Joint Owner signature ↓
Joint Owner address ↓	Date ↓

Witness to above owner signature(s)	
Witness name (PRINTED) ↓	Witness signature ↓
	
Witness address ↓	Date ↓
	19 AUGUST 2015

Link to complete this section	
On behalf of the Council (FULL NAME PRINTED)	On behalf of the Council signature
	
Council agent's address	Date
Link House, 2C New Mart Road, Edinburgh, EH14 1RL	10/12/2015

SCHEDULE 1

Pertinent of the Subjects

SCHEDULE 2

Owner's Furniture and other Household items

SCHEDULE 3

Condition of Owner's (a) Fixtures and Fittings and
(b) Furniture and other Household Items

LEASE

between

[REDACTED]

and

THE CITY OF EDINBURGH
COUNCIL

SUBJECTS:

[REDACTED]

LEASE OF PRIVATE HOUSING TO A LOCAL AUTHORITY FOR THE PROVISION OF TEMPORARY HOUSING

Postal Address: [REDACTED]

LEASE

Between [REDACTED]

(hereinafter referred to as "the Owner")

and

THE CITY OF EDINBURGH COUNCIL, the local authority for the said City in terms of the Local Government etc. (Scotland) Act 1994 and having its Principal Office at City Chambers, High Street, Edinburgh, EH1 1YJ (hereinafter referred to as "the Council")



NOW IT IS AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1.1 In this Lease the following expressions shall have the following meanings:

"Building" means the larger building of which the Subjects form part;

"Commencement Date" means **20th March 2019** being the date from which the Council leases the Subjects from the Owner;

"Common Parts" means the Building other than the Subjects and other units that are capable of being let and occupied;

"Condition Schedule" means the photographic schedule of condition of the Owner's fixtures and fittings and the Contents as at the Commencement Date annexed at part 2 of the Schedule;

"Contents" means those items of furniture and other household items within the Subjects as detailed in the inventory annexed at part 1 of the Schedule and to the extent any items within the Subjects are not listed in the said inventory they shall be deemed to be gifted by the Owner;

"Emergency Repairs" means any defect which puts the health, safety or security of any occupant of the Subjects or any third party at immediate risk or which may adversely affect the structure of the Subjects or the Building;

"Rent" means the sum of **£589.26** per calendar month which sum is inclusive of any Value Added Tax payable;

“Rent Payment Dates” means the fifteenth day of **Cycle A months**;

“Routine Repairs” means any defect or repair that does not cause serious discomfort, inconvenience or nuisance to occupants of the Subjects or to third parties, nor long term deterioration of the Subjects or the Building;

“Schedule” means the schedule annexed to this Lease;

“Service Providers” means **Link Housing Association Limited**, a company incorporated in Scotland under the Companies Acts (Company Number SC216300) and having its registered office at Link House, 2c New Mart Road, Edinburgh EH14 1RL who are appointed and authorised by the Council to act on its behalf in all matters arising in connection with the Council’s interest in the Lease including payment of rent and procuring performance as tenant of the Council’s obligations under this Lease and such authority shall endure until such time as the Council notifies the Owner that the Service Providers are no longer so authorised and in such event the Council shall either notify the Owner of the identity of the new Service Providers or alternatively shall notify the Owner that the Council intends to act as Service Providers itself;

“Subjects” means the property known as [REDACTED] **Edinburgh**, [REDACTED] together with (1) all rights common, mutual and individual relating to the Subjects; (2) the garden, path, driveway, garage, parking space, **(if any)** and the whole facilities and services used or available for use in conjunction with the proper use of the Subjects; and (3) the Owner’s fixtures and fittings and the Contents;

“Term” means subject to Clause 2 and the other terms of the Lease, the period of **5 years** being the duration of the Lease from the Commencement Date until the Termination Date and from week to week thereafter until terminated in writing by either party;

“Termination Date” means **19th March 2024**

“Urgent Repairs” means any defect or repair that causes serious discomfort, inconvenience or nuisance to an occupant of the Subjects or a third party or which is likely to lead to further deterioration of the Subjects or the Building if the problem persists;

“User Defined Repairs” means defects that do not cause serious discomfort, inconvenience or nuisance to the occupiers of the Subjects or to third parties, nor long term deterioration of the Subjects or the Building;

“Working Day” means any day on which the clearing banks in Edinburgh and Glasgow are open for business;

1.2 Words importing one gender shall include all other genders;

1.3 Words importing the singular shall include the plural and vice versa;

- 1.4 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons;
- 1.5 Any reference to a statute or subordinate legislation shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders and regulations for the time being made, issued or given thereunder or deriving validity therefrom;
- 1.6 The clause, paragraph and schedule headings in this Lease are for reference only and shall not be taken into account in the construction or interpretation of this Lease.

THE GRANT OF LEASE AND RENT

- 2.1 The Owner lets to the Council the Subjects for the Term and at the Rent per annum payable in equal quarterly payments in advance within fifteen days of the Rent Payment Dates. The first payment will be paid within Twenty Five Working Days of the Commencement Date and shall be a proportionate payment calculated on a daily basis over a year for the period from the Commencement Date until the Rent Payment Date next following.
- 2.2 The Council shall have an option at its sole discretion at any time upon the provision of a minimum of two months' prior written notice to the Owner to renounce this Lease by serving written notice to this effect on the Owner and in the event of it so doing the Lease shall terminate on the expiry of such period of notice. In such an event the obligations of the Council (including specifically the obligation to pay Rent) shall cease forthwith except in respect of any antecedent breach.
- 2.3 Notwithstanding Clause 2.2, the Council shall have the option at its sole discretion on the third, sixth and ninth anniversary of the Commencement Date to terminate this Lease without penalty by serving not less than six months' prior written notice to this effect on the Owner. In the event of the Council exercising its option as aforesaid this Lease shall terminate on the third, sixth or ninth anniversary of the Commencement Date as the case may be and any portion of the Rent which has been paid and is in respect of a period of time following the termination of the Lease as aforesaid shall be repaid by the Owner to the Council within 10 Working Days of the Lease terminating.
- 2.4 The Council shall have an option at its sole discretion at any time during the period commencing six months prior to the expiry of the Term on provision of a minimum of two months' written notice to the Owner to extend the Term of the Lease for an undefined period (the "Term Extension") which period shall not in any event exceed seven months. Notwithstanding such extension in the event of the Council thus extending the Term the Council shall be entitled at any point prior to or during the Term Extension to terminate the Lease upon giving the Owner a minimum of two weeks written notice and in the event of their so doing the obligations of the Council (including specifically the

obligation to pay rent) shall terminate upon the expiry of said two week period except in respect of any antecedent breach. Declaring, however, that notwithstanding the foregoing provision the Council shall not be entitled to serve said two week notice so as to terminate the Lease at a date any earlier than the original Term date.

COUNCIL'S OBLIGATIONS

The Council shall be obliged:

3.1 USE OF SUBJECTS

To use the Subjects for the purposes of temporary residential accommodation in accordance with the Housing (Scotland) Act 2001. The Council is prohibited from occupying the Subjects itself.

3.2 SUB-LETTING

To sub-let the Subjects without the prior consent of the Owner but always subject to the terms and conditions of this Lease. The Owner specifically prohibits the grant by the Council of any Scottish Secure Tenancy (as distinct from a Short Scottish Secure Tenancy) to any person who might sub-let the Subjects or any part thereof from the Council.

3.3 ASSIGNATION

Not to assign this Lease except with the prior consent of the Owner which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed. Notwithstanding the foregoing no such consent shall be required if such assignation is to a new social housing authority, registered social landlord or body taking over the Council's function as social housing authority for the purpose of this Lease.

3.4 RENT

To pay the Rent quarterly in advance on the Rent Payment Date. Where the Council has exercised its option under Clause 2.4 the Rent will be paid in equal monthly instalments in advance from the first month the Lease continues beyond the original Termination Date.

3.5 LOCAL AUTHORITY TAXES

To pay and discharge Council Tax, water and sewerage charges or any other local tax which may replace same in respect of the Subjects.

3.6 HOUSEHOLD BILLS

To procure that the accounts for the supply to the Subjects of gas, electricity and telephone relative to the period of the Lease are paid promptly.

3.7 ACCESS

To permit the Owner and his duly authorised agents once in every twelve month period throughout the duration of the Lease and that upon giving reasonable notice to the Council (which notice shall be a minimum of 10 Working Days except in case of emergency in which event nonetheless only by prior agreement with the Council) to enter on and to examine the condition of the Subjects. Thereafter the Owner shall be permitted by prior arrangement with the Council to enter on the Subjects either personally or through the Owner's appointed contractors or workmen and to bring on to the Subjects such appliances and materials as may be necessary to execute repairs to the Subjects or to adjoining premises belonging to the Owner. Any damage caused by the Owner or his duly authorised agents in pursuance of this clause will be made good by the Owner as soon as reasonably practicable to the reasonable satisfaction of the Council and that at the Owner's sole expense. Such access arrangements will be exercised so as to cause least inconvenience to the occupants of the Subjects.

3.8 REPAIRS AND MAINTENANCE

- 3.8.1 To keep in a good decorative order (fair wear and tear excepted) the interior of the Subjects together with the Owner's fixtures and fittings and the Contents and that to the standard set out in the Condition Schedule and to keep the Subjects clean and tidy and in good order and condition and to procure that such of the Owner's fixtures and fittings and the Contents as require servicing are regularly serviced except for those items which are hereinafter stated to be the responsibility of the Owner. For the avoidance of doubt the Council shall be liable for internal redecorating only.
- 3.8.2 To repair, replace or compensate the Owner for fixtures and fittings or the Contents which are destroyed, damaged, removed or lost during the Term of the Lease (fair wear and tear excepted) and that no later than the date of termination of the Lease however the same is determined.
- 3.8.3 To keep any gardens included with the Subjects neat and tidy.
- 3.8.4 To inform the Owner as soon as reasonably practicable upon becoming aware of any damage to the structure or exterior of the Subjects or to any other part of the Subjects or the Common Parts which the Owner is liable to repair and where reasonably practicable to take any measures appropriate to limit the extent of such damage.
- 3.8.5 To ensure reasonable care is taken of the Subjects and in particular to take reasonable steps to ensure that:-
 - (i) The Subjects are aired and heated.

- (ii) No hazardous or combustible goods or materials are brought on to the Subjects.
- (iii) No oil, grease or other damaging materials are poured down the drains or waste pipes.
- (iv) All necessary steps are taken to prevent water pipes freezing in cold weather.
- (v) Danger is avoided to the Subjects or neighbouring properties by way of fire or flooding.

3.8.6 In the case of flatted property to undertake regularly in conjunction with the other proprietors/occupiers (or in the event of the failure of such other proprietors/occupiers solely in so far as is reasonable) to sweep and clean the common stairway.

3.8.7 To dispose of all rubbish in an appropriate manner and at the appropriate time.

3.9 ALTERATIONS

Not to make any alterations or additions whatsoever to the Subjects without the Owner's written consent.

3.10 ANTI-SOCIAL BEHAVIOUR

3.10.1 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees will not cause nor allow to be caused any nuisance, annoyance or disturbance to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.10.2 To take reasonable steps to ensure that those who occupy the Subjects together with members of their household or invitees do not commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of or cause offence to any neighbours or to the Owner, his agents or employees and that either on the Subjects or in the vicinity of same.

3.11 COMPLIANCE WITH STATUTE

To comply with the lawful requirements of any statutory or other competent authority except insofar as same is specifically the responsibility of the Owner either hereunder or in terms of said statutory or other competent authority.

3.12 TERMINATION OF LEASE

On the expiry of the Lease to return the Subjects to the Owner with vacant possession and in such a state and condition as same was at the Commencement Date subject to the Condition Schedule and fair wear and tear excepted.

OWNER'S OBLIGATIONS

The Owner shall be obliged:-

4.1 HABITABILITY

To ensure that the Subjects are both at the Commencement Date and throughout the Term in a wind and watertight, safe and secure condition and in all other respects reasonably fit for human habitation to the satisfaction of the Council. The Owner must also comply with all common law or statutory obligations upon him as landlord. The Owner shall also ensure that the Subjects comply with all building and planning regulations both at the Commencement Date and throughout the Term.

4.2 REPAIRS AND MAINTENANCE

4.2.1 Either solely or together with any other owners of the Common Parts of the Building, as appropriate, to keep in good order and repair and renew if necessary the structure and external decoration of the Subjects to the Council's satisfaction including *inter alia* the following:-

- (i) drains, gutters and both external and internal pipes
- (ii) roof
- (iii) outside walls, doors, window sills, window catches, plate glass, sash cords and window frames
- (iv) internal walls, floors, ceilings, doors, door frames, internal staircases and landings
- (v) chimneys, chimney stacks and flues (including sweeping thereof)
- (vi) pathways, steps or other means of access
- (vii) plasterwork
- (viii) boundary walls and fences
- (ix) any garden, back green or other common areas.

4.2.2 In the event that the Owner is unable to compel the compliance of his co-owners to carry out repairs to any of the Common Parts and such repairs are in the opinion of the Council reasonably necessary to render the Subjects in a fit state for habitation then the Owner shall be obliged

to carry out such repairs at his sole expense and in the event of his refusing or delaying to do so within a reasonable time the Council shall have the option to terminate the Lease as hereinafter provided for.

4.2.3 To keep in repair and proper working order the installations in or on the Subjects for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Council or which the Council is entitled to remove) including (without prejudice to the foregoing generality) the following:-

- (i) basins, sinks, baths, toilets and showers
- (ii) gas or electric fires and central heating systems. Gas installations and appliances shall be serviced and have a gas safety check every 12 months by a Gas Safe registered engineer and maintained all in accordance with the Gas Safety (Installation and Use) Regulations 1998 or most current version of these regulations).
- (iii) electrical wiring
- (iv) door entry system
- (v) cookers
- (vi) fridges/fridge freezers
- (vii) washing machines
- (viii) extractor fans

For the avoidance of doubt in the event that any of the aforementioned appliances or any other appliances are not included within the Contents they are gifted by the Owner to the Council; it is accepted that the Owner shall have no obligation to repair same but in such an event the Council shall likewise have no obligation to return same to the Owner at the termination of the Lease; and in such an event the Council may at its sole discretion choose whether to repair same or dispose of same.

4.2.4 To repair or replace any of the Contents which becomes defective. Such items will be repaired or replaced within a reasonable period of time and to a standard which is to the satisfaction of the Council.

4.2.5 To carry out or procure to be carried out any repairs for which the Owner is liable in terms of this Lease. Said work shall be carried out by competent and properly qualified tradesmen to the satisfaction of the Council who will arrange access to the Subjects if required to carry out such repairs. All site materials shall be removed at the conclusion of the works. Notwithstanding the foregoing the Owner shall have no liability to repair, restore, renew any item or part of the Subjects which

would otherwise be the Owner's liability in terms of this Clause in the event that the damage thereto has been caused by the Council, its agents, contractors or sub-tenants.

4.2.6 To intimate promptly to the Service Providers any change in their contact details including changes to their name, home addresses, contact telephone numbers and e-mail addresses.

4.3 In the event of the Owner failing to or delaying in fulfilling any of his obligations under Clauses 4.1 or 4.2 hereof the Council shall be entitled to serve notice upon the Owner calling upon him to fulfil such obligations hereunder within such reasonable period as the Council shall determine and in the event of the Owner's continuing failure to do so the Council shall upon the expiry of said period be entitled to procure fulfilment of said obligation itself and to recover the cost thereof from the Owner and that by deduction from the Rent if necessary. Alternatively and at the Council's sole option the Council shall be entitled to suspend payment of the Rent until the Owner has fulfilled his obligation and that to the Council's satisfaction acting reasonably.

4.4 **WORK PRIORITIES**

Emergency Repairs

4.4.1 The Owner must ensure that defects/repairs classed by the Council as Emergency Repairs are repaired or made safe within 3 hours of notification from the Council.

4.4.2 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 3 hours of notification from the Council:

- Total loss of water supply
- Significant leaks or flooding from water or heating pipes, tanks, cisterns
- Flooding
- Severe storm damage or serious roof leak
- Total loss of electrical supply
- Unsafe electrical fittings
- Insecure external doors, locks and windows
- Total or partial loss of gas supply
- Gas leak
- Blocked flue
- Blocked main drains, soil pipe or sole w.c.
- Sole w.c. does not flush
- Blocked drains, sinks, basins, bath
- Total or partial loss of space or water heating where no alternative heating is available
- Failure of lift
- Failure of warden alarm / call system

- Unsafe access path or step

Urgent Repairs

4.4.3 The Owner must ensure that defects/repairs classed by the Council as Urgent Repairs are repaired or made safe within 2 Working Days of notification from the Council.

4.4.4 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 2 Working Days of notification from the Council:

- Partial loss of water supply
- Manageable / minor plumbing leaks
- Defective cistern or overflow
- Heating system defects / partial loss of heat (*if alternative heating available*)
- Hot water system defects / partial loss of hot water
- Partial loss of electric power
- Minor electrical faults
- Manageable roof leaks
- Blocked gutters
- Severe dampness
- Security of internal doors and windows
- Failure of entry phone
- Faulty extractor fan (*statutory time limit = 7 working days*)
- Defective flooring
- Faulty communal TV aerial
- Damage to stair treads or hand rails / banisters
- Unsafe timber flooring
- Rain penetration at doors or windows
- Fire damage
- Offensive or racist graffiti

Routine Repairs

4.4.5 The Owner must ensure that defects/repairs classed by the Council as Routine Repairs are repaired or made safe within 5 Working Days of notification from the Council.

4.4.6 Without prejudice to the foregoing generality the Owner must specifically ensure that the below noted defects/repairs must be completed within 5 Working Days of notification from the Council:

- Loose slates / tiles where there is no rain penetration or falling slates / tiles
- General joinery repairs

- Repairs to doors, windows and floors
- Repairs to external walls, fences and paths (*but note statutory obligation to repair unsafe access path or step as emergency see above*)
- Repairs / cleaning of gutters and downpipes
- Repairs to kitchen fittings
- Repairs to plaster work
- Dripping / leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor day-to-day repairs / replacements

User Defined Repairs

4.4.7 The Owner must ensure that defects/repairs classed by the Council as User Defined Repairs are repaired or made safe within 15 Working Days of notification by the Council or such other period of time as the Council in its sole discretion and having regard to the particular circumstances necessitating the repair deems a reasonable time in which to have the repair carried out.

4.5 INSURANCES

4.5.1 To insure and keep insured the Subjects under a landlord's insurance policy against loss or damage by the usual insured risks which shall without prejudice to the foregoing generality include fire, lightning, aircraft, explosion, riot and civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and over flowing of water pipes and apparatus and impact by vehicles for the full reinstatement value of the Subjects to include debris removal costs, architects' and surveyors' fees and property owners' liability. Such insurance policy shall be approved by the Council and the Owner shall produce a copy of the insurance policy on request, together with a copy of the premium receipt. Said insurance policy must:-

- (i) permit the letting of the Subjects both by the Owner to the Council and the Council to its sub-tenants.
- (ii) provide cover in the event of the Subjects lying vacant between sub-tenancies.

4.5.2 To insure the Contents.

4.5.3 To procure that such insurance policies are noted with the interest of the Council as third parties and that the insurance company waives its subrogation rights.

4.6 LANDLORD'S OUTGOINGS

To pay timeously all existing and future mortgages or other loans secured over the Subjects, taxes, assessments and outgoings and posts charged upon the Subjects other than those borne by the Council in terms of this Lease.

4.7 ENJOYMENT OF ACCOMMODATION

To permit the Council and its sub-tenants to peaceably hold and enjoy without interruption the Subjects during the Term.

4.8 COMPLIANCE WITH STATUTE

To comply with the lawful requirement of any statutory or other competent authority except in so far as same is specifically the responsibility of the Council as tenant in terms of said statutory or other competent authority or in terms of this Lease. The Council may at its sole option procure compliance with any such lawful requirements which are the obligation of the Owner and recover the cost of same from the Owner. For the avoidance of doubt nothing herein contained or implied or done shall prejudice or affect the powers, rights, duties and obligations of The Council or its statutory successors as local authority, planning authority, building control authority, roads authority and so on under or by virtue of any public or local act, order, statutory instrument regulations and by-laws.

4.9 OBLIGATIONS OF BOTH PARTIES

The proper observance and compliance with equal opportunities legislation, policy and practice by both parties which shall include all persons or bodies employed by the parties and shall specifically include the Service Providers, who shall not unfairly discriminate against any individual on the grounds of race, colour, culture, ethnic or national origin, religion, gender, age, disability, sexual orientation, family circumstances or marital status. This clause covers all the activities of both parties, including their respective policies and practices.

5 IRRITANCY

If any payment or any part thereof is not paid in terms of this Lease (subject to any deductions the Council is entitled to make) or if the Council is in breach of any of its obligations hereunder the Owner shall be entitled to terminate the Lease. Provided, however, that the Owner shall not be entitled to terminate the Lease unless he shall first have given written notice of the breach to the Council prescribing a reasonable time (which in the case of non-payment of rent shall be not less than twenty one days) within which such breach must be remedied and the Council shall have failed to remedy the breach within such time. The Council binds and obliges itself to flit and remove at the expiry or earlier termination of the Lease without any warning or process of law whatsoever.

6 DESTRUCTION OF SUBJECTS

If the Subjects or any part of same should at any time during the Term of this Lease be destroyed or damaged by fire or any other insured or uninsured risk so as to be in the reasonable opinion of the Council unfit for occupation and use and the policies of the insurance effected by the Owner have not been vitiated by the act or default of the Council or its sub-tenants then this Lease will be treated as being terminated as at the date of such destruction or damage and the Owner shall return to the Council any Rent paid in advance for any period after the date of such destruction or damage.

7 DISPUTE PROVISIONS

Any dispute or difference between the parties as to the true intent and meaning of these presents or the implementation thereof shall failing resolution between the parties be referred to the decision of an Arbiter to be mutually agreed upon by the parties or failing agreement to be appointed by the President for the time being of the Law Society of Scotland or to an Arbiter appointed by him. The award of an Arbiter in such arbitration shall be final and binding on both parties concerned. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby expressly excluded. Notwithstanding the foregoing generality no referral shall be made to an Arbiter unless and until such complaint procedure as is provided by the Council's Service Providers has been exhausted without resolution.

8 INDEMNITY

Each party shall indemnify the other against any action, claim or demand made against them arising out of any failure on the part of the other to fulfil their responsibilities as set out in the Lease.

9 SERVICE OF NOTICES

In the event of the Owner or the Council wishing to serve notice hereunder on the other the following provisions shall apply:-

- (i) In the event of the Council wishing to serve notice on the Owner such notice shall be deemed sufficiently served if sent by email to the notified email address of the Owner or by first class recorded delivery post to the Owner's address as stated in the preamble hereto or such other address as has been properly notified to the Council by the Owner.
- (ii) In the event of the Owner wishing to serve notice on the Council such notice shall be deemed sufficiently served if sent by first class recorded delivery post to the business contact address of the Council's Managing Agents from time to time or in the event that the Council has intimated to the Owner that it is managing the property "in house" then

such notice shall be sent by the aforementioned method to the Director of Services for Communities,

10 DECLARATIONS

In signing this Lease and granting entry to the Subjects the Owner:-

11.1 TITLE DEEDS

Warrants that he is heritably vest in the Subjects and that there are no adverse title conditions or incumbrances prohibiting the granting of this Lease nor any dispute regarding the Owner's title nor the extent of the Subjects and in particular that he is not subject to the provisions of a Discount Standard Security granted in terms of the Housing (Scotland) Act 1987 as amended.

11.2 FULL DISCLOSURE

Warrants that full and true disclosure has been made of all information required by the Council in connection with the granting of this Lease including:-

- (i) Landlord registration of the Subjects by the Owner
- (ii) compliance of the Subjects with all planning and building regulations
- (iii) that the Subjects have not had a history of anti-social behaviour
- (iv) appropriate insurances in terms of Clause 4.5
- (v) has not been served notice that the Subjects are scheduled for demolition nor that there are any statutory notices which would prevent the Owner fulfilling his obligations under the Lease
- (vi) the Subjects are not a matrimonial house terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended nor a family house in terms of the Civil Partnership Act 2004.

If requested the Owner shall produce such evidence as the Council may reasonably require of the foregoing.

11.3 FALSE STATEMENTS

Confirms that he has not knowingly or carelessly made any false or misleading statements or failed to make any statements (whether written or oral) which might affect the Council's decision to enter into this Lease.

11.4 HERITABLE CREDITOR'S CONSENT

Warrants that he has the written consent of any heritable creditor to the grant of this Lease and shall prior to the Commencement Date exhibit same to the Council.

12 CONSENT TO REGISTRATION

The parties hereto consent to registration hereof for preservation and execution.

This document consisting of this and the preceding pages together with the Schedule annexed hereto is signed and witnessed as below.

For completion by Owner(s) and Owner(s) witness	
Owner name (PRINTED)	
Owner signature	
Owner address	
Date	10 DECEMBER 2018
For completion by second Owner (where applicable)	
Second Owner name (PRINTED)	N/A
Second Owner signature	
Second Owner address	
Date	
Witness section for signature of both Owner and Second Owner (if applicable)	
Witness name (PRINTED)	
Witness signature	
Witness address	
Date	10 DECEMBER 2018

The Service provider as agent for and on behalf of and as instructed by the Council (Office use)	
Full name (PRINTED)	
On behalf of the Council Signature	
On behalf of the Council Address	2C New Mart Road, Edinburgh, EH14 1RL
Witness name (PRINTED)	
Witness signature	
Witness address	2C New Mart Road, Edinburgh, EH14 1RL
Date	18/12/2018

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING LEASE

Part 1

The Contents

(Owner's Furniture and other Household items)

Part 2

Condition Schedule

(Condition of Owner's Fixtures and Fittings and
the Contents)

SHORT SCOTTISH SECURE TENANCY AGREEMENT

2. INTRODUCTION

- 2.1 These tenancy conditions state the responsibilities of the Landlord (the Council) and you (the Tenant) under this tenancy agreement. The Council has appointed Managing Agents, Link Group Ltd, Link House, 2c New Mart Road, Edinburgh, EH14 1RL, to manage the property on the Council's behalf.

You must therefore contact Link on 08451 550021 if you have any problems or queries with your accommodation.

- 2.2 This document is a short Scottish Secure Tenancy Agreement between us, City of Edinburgh Council, and you:

NAME



Joint Tenant

- 2.3 We agree to rent accommodation to you on the terms and conditions in this Agreement. The accommodation includes the fixtures and fittings and any furniture contained within it, the use of the common parts and the means of access to it. It also includes any other facilities that we may specify in writing to you. It is referred to as the 'house' in this Agreement. The term 'common parts' is explained at paragraph 1.13. If you ask us we will give you a more detailed description of the house and a plan detailing your rights relating to the common parts, and access to your house.

- 2.4 The full address of the house is:



- 2.5 Agreement will take effect from 4/7/13. This is regardless of the date on which this Agreement is signed. The Agreement will continue from the entry date until the termination date, which is 10/1/14. However, if neither you nor us end the tenancy in one of the ways described in Part 6 of this Agreement, the tenancy will be automatically renewed on a monthly basis unless we and you agree that the renewed tenancy should be for a different period. The renewed tenancy will also be a short Scottish secure tenancy.

- 2.6 This Short Scottish Secure Tenancy is created under the provisions of the Housing (Scotland) Act 2001, Schedule 5, sections 5 and 7, and will therefore never be eligible for conversion to a Scottish secure tenancy.

- 2.7 The rent is £693 every month payable in advance by you on or before the first day of each rental period. This is broken down into:

Rent:

Management Fee:



Total Rent: