

Dom Poski im Gen. Wł. Sikorskiego
General Wł. Sikorski's Memorial House



The Polish Social and Educational Society
5 Parkgrove Terrace, Glasgow G3 7SD

SHORT ASSURED TENANCY AGREEMENT

between

The Polish Social and Educational Society
5 Parkgrove Terrace,
Glasgow G3 7SD
(hereinafter called "the Landlord")

and

(hereinafter called "the Tenant")

currently residing at

Subjects: Furnished Room at 4 Parkgrove Terrace, Glasgow G3 7SD

It is hereby contracted between the Landlord and the Tenant as follows :-

- ONE** In accordance with the Landlord's Constitution the accommodation under this Agreement is strictly for members of the Polish Social and Educational Society in Glasgow (hereinafter called "the Society") only. The Tenant is required to remain a fully paid member of the Society and this is declared to be an essential condition of this Agreement (hereinafter called "this Agreement")
- TWO** The Landlord agrees to lease and the Tenant agrees to take on lease the subjects known as and forming the **Furnished Room at 4 Parkgrove Terrace, Glasgow, G3 7SD** with the fixtures and fittings and furniture in said room, (hereinafter called "the Subjects") together with a right to use in common, with the other tenants and occupiers of the larger property at 4 Parkgrove Terrace, Glasgow (which larger property is hereinafter called "the Property"), of which the Subjects form part, the bathroom and kitchen facilities.
- THREE** The date of entry will be _____, notwithstanding the date hereof, and the Tenancy shall endure from the said date of entry to Room No. _____, ("the Tenancy") unless previously terminated in the manner hereinafter expressed.

- FOUR** There are excluded from this Agreement sub-tenants, trustees and managers for creditors and assignees, whether legal or conventional, except with the prior consent in writing of the Landlord.
- FIVE** Either party will be entitled to terminate this Agreement at the end of the Tenancy or any subsequent period, on giving at least one month's notice in writing to that effect to the other party.
- SIX** The Rent payable weekly in advance shall be POUNDS STERLING £ _____ per week. The payment arrangement will be that the Tenant brings the rent downstairs and pays it to the Manager of the Society who will record the payment in a Rent-book to be retained by the Tenant. The Landlord reserves the right to serve a Notice on the Tenant of an increase in the Rent payable in the event of an increase in the Council Tax. The first payment amounting to POUNDS STERLING £ _____ shall be due on the date of entry as aforesaid and thereafter the Rent will be payable on each Monday of the following weeks thereafter.) Interest shall be paid by the Tenant to the Landlord at the rate of Two per cent (2%) over the base rate per annum of The Royal Bank of Scotland plc applicable from time to time on any rental payments or monies outstanding in whole or in part due to the Landlord from the date that they become due until actual payment to the Landlord;
- (i) In addition to the Rent above specified the Tenant shall pay to the Landlord a deposit equivalent to four weeks rent on the commencement of the Tenancy, which deposit shall be held by the Landlord or his agents in a designated Rent Deposit Post Office, Bank or Building Society account during the Tenancy; a receipt for said deposit will be issued to the Tenant;
- (ii) Within 14 days after termination of the Tenancy (howsoever determined) and provided that vacant possession of the Subjects shall have been given to the Landlord, the Landlord or his agents will refund the deposit to the Tenant but shall be entitled to retain such of the deposit as shall be necessary to make good any breach or non-compliance by the Tenant of his undertakings contained herein and to pay all costs, charges and expenses incurred in connection therewith and shall account to the Tenant for any balance of such sum and if the deposit shall be insufficient for the purpose aforesaid, the Tenant shall pay to the Landlord or his agents on demand such further sums as shall be required;
- (iii) For the avoidance of doubt no interest will be due to the Tenant on this deposit.

SEVEN The Tenant hereby agrees and undertakes as follows:-

- (a) To pay the rent without demand or reminder and without exercising any right of set-off to the Landlord in the manner aforesaid;
- (b) To use the Subjects as a residence for himself only;
- (c) To keep the Subjects clean and properly aired;
- (d) To clean the kitchen and bathroom after use;
- (e) To keep the contents, fittings and furnishings of the Subjects and those of the kitchen and bathroom in good and proper working order, fair wear and tear excepted, and replace or repair items damaged through the neglect, carelessness or wilful damage on the part of the Tenant, his family or person visiting the Tenant;

(f) To regularly remove his rubbish and deposit it in the bins provided outside the Property;

(g) To clean his window regularly;

(h) Not to do or suffer to be done by any person occupying or visiting the Subjects, any act or thing which may be a nuisance or annoyance to the Landlord, or to other tenants or occupiers of the Property or any adjoining premises, or to those in the vicinity of the Property, and without prejudice to the foregoing generality, particularly with regard to cleanliness and not to play instruments, gramophones, radios, tapes, televisions and the like at such a volume as to be audible outside the Subjects;

(i) Not to keep or permit or suffer to be kept any combustible or offensive materials upon the Subjects or anything which may be or become a nuisance or annoyance to the Landlord, or to the other tenants or occupiers of the Property or any adjoining premises, or to those in the vicinity of the Property;

(j) Not to do or suffer to be done by any person occupying or visiting the Subjects, any act or thing which could interfere with equipment and services, including fire equipment and services, or which may vitiate any insurance of the Subjects or the Property or the contents thereof against fire or otherwise increase the ordinary premium thereon;

(k) Not to use or allow the Subjects to be used for any illegal, immoral or improper purpose;

(l) Not to carry on any trade, profession or business without the prior written consent of the Landlord;

(m) Not to carry out or permit to be carried out any alteration or redecoration of the Subjects, including paperwork or decorative work, without the previous consent in writing of the Landlord or his agents. Any means (including Sellotape or Blue-Tac etc.) of fixing items to the walls which might damage the walls, decoration or wallpaper of the Subjects are prohibited. Without prejudice to the Landlord's rights and remedies under this Agreement, in case of any breach of this undertaking by the Tenant, the Tenant shall pay to the Landlord the entire cost of repair work or redecoration necessary to reinstate the Subjects to its condition at the commencement of the Lease period;

(n) Not to keep any pet, animal or bird in the Subjects without the prior written consent of the Landlord or his agents;

(o) Not to commit or allow members of his family or any person visiting him to commit any form of harassment or behaviour which might be construed as anti-social which may interfere with the peace and comfort of, or cause offence to, other tenants or occupiers in the Property or any adjoining premises, or those in the vicinity of the Property;

(p) Not to cause or allow members of his family or any person visiting him to commit any act of violence or any form of harassment to the Landlord or his agents;

(q) Not to do or permit to be done any act, matter or thing in contravention of the terms of this Agreement;

(r) To notify the Landlord or his agents immediately in writing of any emergencies, defects or disrepair in the Subjects or the Property, including those involving the supply of gas, electricity and water (whether or not caused by the act, default or neglect of the Tenant) and including acts of vandalism of which he becomes aware and in the event of loss or damage by fire, theft, impact or other causes immediately to inform the Landlord or the his agents and to give details thereof to enable the Landlord to make his claim to the Landlord's insurance company;

(s) To permit the Landlord and his agents with or without workmen and others at all reasonable times and as often as may be necessary, upon the Landlord giving to the Tenant written notice at least 24 hours beforehand (except in case of emergency), to enter and examine the state and condition of the Subjects or the Property, and the gas and electrical installations and appliances therein, and to carry out any works which may be necessary to maintain the structure and fabric of the Subjects and the Property, and thereupon the Landlord or his agents may serve upon the Tenant notice in writing specifying any repairs necessary to be done and for which the Tenant is liable under the undertakings contained herein, and if the Tenant shall not within ten days after the service of such notice proceed diligently with the execution of such repairs, then to permit the Landlord and his agents to enter upon the Subjects and execute such repairs, and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable from the Tenant; In the event of an emergency the Landlord or his agents are entitled to gain access to the Subjects without prior notice to the Tenant, using forcible entry if necessary.

(t) To insure against loss or damage throughout the term of the Tenancy with a reputable insurance company all goods and effects belonging to the Tenant which may be kept in the Subjects or the Property, and to insure at his own cost against breakages and damage, including breaking windows, to or in the Subjects or the Property, which policies will be exhibited to the Landlord or his agents on demand. The Landlord shall not be responsible for any injury or damage to any person who is present in the Subjects of the Property, or their goods, or possessions whether they are Tenants or otherwise;

(u) To be responsible for payment of all gas, electricity, fuel and telephone charges that may be separately metered during the period of Tenancy and not to cause, permit or allow any of the said services to be disconnected, altered or removed. The Tenant must make all reasonable efforts if appropriate to transfer these services to subsequent Tenants or current or future owners;

(v) To pay the reasonable cost of the Landlord remedying any breach by the Tenant of any of the terms of this Agreement;

(w) During the last three weeks prior to the termination of the Tenancy to permit prospective Tenants or purchasers to view the Subjects at reasonable times and on reasonable notice;

(x) To forward immediately upon receipt to the Landlord or his agents any correspondence addressed to the Landlord which is delivered at the Subjects and to inform the Landlord or his agents forthwith of any notice affecting the Subjects or the Property which may be served on the Tenant or left on the Subjects or otherwise come to the attention of the Tenant.

EIGHT The Landlord hereby agrees and undertakes:-

(a) To pay all rates, taxes and ground burdens in respect of the Subjects and the Property;

(b) To insure and keep the Subjects and the Property and the Landlord's contents therein insured against loss or damage by fire and such other risks as are normally covered by a policy of household insurance and such other risks as the Landlord or his agents may consider appropriate;

(c) To fulfil his responsibilities to provide, repair and maintain and clean the Subjects and the Property and the halls, staircases and kitchen and bathroom facilities therein, and in all other respects maintain the Subjects and the Property in a tenantable and habitable condition, (unless they becomes uninhabitable as a result of structural damage) as implied into this Agreement by common law and statute, provided that the Landlord shall not be liable to repair unless he or his agents have received written notice from the Tenant about the want of repair;

(d) To make good as soon as reasonably practical, any damage caused by the acts of vandalism/criminal activity, by a person or persons other than the Tenant, or a member of the Tenant's family or the Tenant's visitor, provided that the said activity has been reported to the police by the Tenant or someone acting on behalf of the Tenant within 24 hours of the incident occurring;

(e) To take all reasonable steps to ensure that the Tenant complies with the terms of this Tenancy Agreement and conducts himself in a manner that does not interfere with the rights of the other tenants or occupiers in the Property or any adjoining premises, or those in the vicinity of the Property to enjoy a healthy, safe and peaceful occupation of their homes;

(f) Not to commit or allow any employee of his or his agents or any person visiting the Property on the Landlord's behalf, to commit any act of violence, or any form of harassment against the Tenant or any member of the Tenant's family or person visiting the Subjects;

(g) To provide adequate facilities for the storage and disposal of rubbish from the Subjects and the Property and to ensure that the Tenant and all other tenants and occupiers in the Property are aware of said facilities and comply with the arrangements in respect thereof;

(h) To ensure that the furnishings and installations provided for the use of the Tenant and the other tenants and occupiers in the Subjects and the Property are suitable for their purpose and comply with the current fire safety legislation and any other statutory legislation;

(i) To provide a suitable lock and key for the Subjects;

NINE Provided always and it is hereby agreed as follows:-

(a) If the rent or any part thereof (whether normally demanded or not) shall be unpaid for twenty-eight days after the day on which it is due, or in the event of any breach, non-observance or non-performance of any of the undertakings contained herein by the Tenant, the Landlord may terminate the Tenancy by service on the Tenant of a Notice to Quit and the Tenant will remove himself from the Subjects and the Property forthwith;

(b) Any notice under this Agreement to the Landlord shall be served on the Landlord personally or by Recorded Delivery post at the address stated in this Agreement. (A notice to be sent by Recorded Delivery post shall be deemed to have been delivered 48 hours after it is placed in the post). Any notice to the Tenant shall be deemed sufficiently served if it is sent by registered post to the Subjects and shall be deemed to be received 48 hours after posting;

(c) Where the Tenant fails to remove from the Subjects at the end of the period specified in such Notice of Quit, the Landlord may bring legal action against the Tenant to recover possession of the Subjects on one or more of the grounds set out in Section 33 and Schedule 5 to the Housing (Scotland) Act 1988. These grounds are set out in the Schedule to this Agreement;

(d) If the Tenancy is terminated as provided for above, the Tenant will remain liable to the Landlord for all payments due to the Landlord under the obligations of this Agreement for the period prior to the termination, whether or not these expenses are identified by the Landlord prior to the termination of the Tenancy. If the Tenant should remain in occupation of the Subjects after the termination of the Tenancy, he shall be liable to the Landlord for all the Landlord's losses due to breach of contract including violent profits, charges in respect of services and any of the Landlord's expenses, outlays or losses arising both in terms of this Agreement and by operation of law.

TEN The Landlord warrants that he is the sole owner of the relevant interest in the Subjects and the Property and that all consents necessary to enable him to enter into this Agreement (whether from Superiors or heritable creditors) have been obtained.

ELEVEN The Tenant warrants in respect of the Subjects that he satisfies the requirements of the Housing (Scotland) Act 1988 so that the Tenancy created hereunder is a valid Short Assured Tenancy and confirms that he has made full and true disclosure of all information sought by the Landlord in connection with the granting of this Agreement and has not made knowingly or carelessly any false or misleading statements which might affect the Landlord's decision to grant this Tenancy.

TWELVE The Tenant hereby acknowledges that:-
The Tenancy granted under this Agreement is a Short Assured Tenancy under Section 32 of the Housing (Scotland) Act 1988 and that notice in Form AT5 was given by the Landlord to the Tenant prior to the commencement of this Agreement, and the Tenant hereby acknowledges safe receipt of said notice. The Landlord may bring legal action against the tenant to recover possession of the Subjects on one or more of the grounds set out in Section 33 and Schedule 5 to the Housing (Scotland) Act 1988. These grounds are set out in the Schedule to this Agreement.

THIRTEEN The Landlord and the Tenant hereby consent to registration of these presents for preservation and certify that this Agreement is not a Lease which gives effect to an Agreement for Lease as interpreted by the Inland Revenue in terms of the Guidance Note dated 30th June 1994, referring to Section 240 of the Finance Act 1994;

The Tenant hereby accepts that his signature to this Agreement may have legal consequences, and that he should take independent legal advice before signing it.

The Tenant hereby accepts the foregoing provisions and acknowledges receipt of requisite notice under Clause TWELVE hereof and Form AT5.

THIS AGREEMENT AND THE SCHEDULE REFERRED TO HEREIN ARE SIGNED AT:

ON THE _____ DAY OF _____ IN THE YEAR _____

BY:-

Signature of Tenant

Witness

Signature of Landlord/Landlord's agent

Witness

SCHEDULE referred to in the foregoing Tenancy Agreement between

The Polish Social and Educational Society

and

FOURTEEN: Grounds for recovery of a Short Assured Tenancy in terms of Section 33 and Schedule 5 to the Housing (Scotland) Act 1988:

Recovery of possession on termination of a short assured tenancy

33.

- (1) Without prejudice to any right of the landlord under a short assured tenancy to recover possession of the house let on the tenancy in accordance with sections 12 to 31 of this Act, the sheriff shall make an order for possession of the house if he is satisfied -
 - (a) that the short assured tenancy has reached its ish;
 - (b) that tacit relocation is not operating;
 - (c) that no further contractual tenancy (whether a short assured tenancy or not) is for the time being in existence; and
 - (d) that the landlord (or, where there are joint landlords, any of them) has given to the tenant notice stating that he requires possession of the house.
- (2) The period of notice to be given under subsection (1)(d) above shall be-
 - (i) if the terms of the tenancy provide, in relation to such notice, for a period of more than two months, that period;
 - (ii) in any other case, two months.
- (3) A notice under paragraph (d) of subsection (10) above may be served before, at or after the termination of the tenancy to which it relates.
- (4) Where the sheriff makes an order for possession of a house by virtue of subsection (1) above, any statutory assured tenancy which has arisen as at that ish shall end (without further notice) on the day on which the order takes effect.

SCHEDULE 5

GROUND FOR POSSESSION OF HOUSES LET ON ASSURED TENANCIES

PART I

GROUND ON WHICH SHERIFF MUST ORDER POSSESSION

Ground 1

Not later than the beginning of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this Ground or the sheriff is of the opinion that it is reasonable to dispense with the requirement of notice and (in either case)-

- (a) at any time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the house as his only or principal home; or
- (b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the home as his or his spouse's only or

principal home, and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title from the landlord who gave the notice mentioned above acquired the landlord's interest in the tenancy for value.

Ground 2

The house is subject to a heritable security granted before the creation of the tenancy and-

- (a) as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and
- (b) either notice was given in writing to the tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the sheriff is satisfied that it is reasonable to dispense with the requirement of notice.

Ground 3

The house is let under a tenancy for a specified period not exceeding eight months and-

- (a) not later than the date of commencement of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered under this Ground, and
- (b) the house was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (i) not exceeding eight months, if it is determinable at the option of the landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and
 - (ii) exceeding eight months, if it confers on the tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (i) above.

Ground 4

Where the house is let under a tenancy for a specified period not exceeding 12 months and-

- (a) not later than the date of commencement of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this Ground, and
- (b) at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 to this Act; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (i) not exceeding 12 months, if it is determinable at the option of the landlord (other than the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and
 - (ii) exceeding 12 months, if it confers on the tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is not determinable as mentioned in paragraph (i) above.

Ground 5

The house is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and-

- (a) not later than the beginning of the tenancy the landlord (or, where there are joint landlords, any of them) gave notice in writing to the tenant that possession might be recovered on this ground; and
- (b) the sheriff is satisfied that the house is required for occupation by such a minister or missionary as such a residence.

Ground 6

The landlord who is seeking possession or, where the immediate landlord is a registered housing association within the meaning of the Housing Association Act 1985, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the house or to carry out substantial works on the house or any part thereof or any building of which it forms part and the following conditions are fulfilled (and in those conditions the landlord who is intending to carry out the demolition, reconstruction or substantial works is referred to as "the relevant landlord")-

- (a) either -
 - (i) the relevant landlord (or, in the case of joint relevant landlords, any of them) acquired his interest in the house before the creation of the tenancy;or -
 - (ii) none of the following persons acquired his interest in the house for value-
 - (A) the relevant landlord (or, in the case of joint relevant landlords, any one of them);
 - (B) the immediate landlord (or in the case of joint immediate landlords, any one of them), where he acquired his interest in the house after the creation of the tenancy; and
 - (C) any person from whom the relevant landlord (or any one of joint relevant landlords) derives title and who acquired his interest in the house after the creation of the tenancy; and
- (b) the relevant landlord cannot reasonably carry out the intended work without the tenant giving up possession of the house because-
 - (i) the work can otherwise be carried out only if the tenant accepts a variation in the terms of the tenancy and the tenant refuses to do so;
 - (ii) the work can otherwise be carried out only if the tenant accepts an assured tenancy of part of the house and the tenant refuses to do so' or
 - (iii) the work can otherwise be carried out only if the tenant accepts either a variation in the terms of the tenancy or an assured tenancy of part of the house or both, and the tenant refuses to do so; or
 - (iv) the work cannot otherwise be carried out even if the tenant accepts a variation in the terms of the tenancy or an assured tenancy of only part of the house or both.

Ground 7

The tenancy has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the sheriff so directs, after the date on which, in his opinion, the landlord (or, where there are joint landlords, any of them) became aware of the former tenant's death...

For the purposes of this Ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8

Both at the date of the service of the notice under section 19 of this Act relating to the proceedings for possession and at the date of the hearing, at least three months rent lawfully due from the tenant is in arrears.

PART II

GROUND ON WHICH SHERIFF MAY ORDER POSSESSION

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10

The following conditions are fulfilled-

- (a) the tenant has given a notice to quit which has expired; and
- (b) the tenant has remained in possession of the whole or any part of the house; and
- (c) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (d) the tenant is not entitled to possession of the house by virtue of a new tenancy.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12

Some rent lawfully due from the tenant-

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where the subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 13

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 14

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any one of joint tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a tenant or a sub-tenant of his, the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

In this Ground, "the common parts" means any part of a building containing the house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

Ground 15

The tenant or any other person residing or lodging with him in the house has been guilty of conduct in or in the vicinity of the house which is a nuisance or annoyance, or has been convicted of using the house or allowing the house to be used for immoral or illegal purposes.

Ground 16

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 17

The house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.