**A Tenant’s Guide to**

**Understanding Private Residential Tenancy Agreements in Scotland**

On 1st December 2017, Private Residential Tenancy (PRT) Agreements replaced Assured and Short-Assured tenancies in Scotland. The information below gives a short outline of the use and content of a typical PRT Agreement.

**Why Use a PRT Agreement and What Format Should It Take?**

The PRT Agreement protects both the Landlord and the Tenant(s) by setting out the terms of renting a residential property in the form of a contract. The PRT Agreement has no fixed end date and clear rules about eviction. This means that the PRT can be considered a good long-term option for Tenants.

In Scotland, a PRT Agreement can be used if:

* the property will be the main residence of the Tenant(s).
* the property is a separate dwelling or is a shared house where facilities such as the bathroom and kitchen are shared with other Tenants or the Landlord.
* the tenancy is not excluded under Schedule 1 of the Private Housing (Tenancies) (Scotland) Act.

There is a Model PRT Agreement on the Scottish Government website your Landlord might use as a base for the Agreement.

The PRT Agreement must be given to the Tenant in writing by the end of the first day of the tenancy (if your tenancy is being changed to a PRT, your landlord has 28 days after the day the tenancy becomes a PRT to provide the Agreement and any supporting documents). The PRT must contain all the mandatory clauses, and any optional clauses the Landlord feels are relevant. If there have been verbal agreements made as part of the rental process, these must also be written into the PRT Agreement. If the Landlord has used the Model PRT above, they must also supply the Tenant(s) with a copy of the Private Residential Tenancy Agreement Model Agreement: Easy Read Notes, created by the Scottish Government.

**What Do The Statutory and Discretionary Clauses Cover?**

The mandatory clauses relate to the property:

* tenancy start date.
* occupation and usage of the property.
* rent and rent increases.
* deposits.
* subletting of the property.
* notification of additional residents.
* insurance.
* absences.
* reasonable care.
* The Repairing Standard and landlord's responsibilities.
* Legionella.
* access for repairs and inspections.
* respect for others.
* equality requirements.
* data protection.
* ending the tenancy agreement.

The optional clauses can relate to the property, the use of it or any extra facilities outside the property that may be used by the Tenant(s). This could include:

* use and maintenance of any garden.
* maintenance of any shared area (external stairs, closes, kitchen or bathrooms)
* whether pets are permitted and any limits on numbers.
* whether smoking is permitted.
* whether there is allocated parking off-site.
* whether tenants are permitted to make alterations to the property.

**What can I do if I believe there is a problem with my PRT Agreement?**

If you believe your PRT Agreement has clauses which are not legal or make the terms unfair, or if there is something missing that should be there, you have the right to make a complaint. FPRS can provide advice on how to go about making a complaint.

Our contact information is:

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Helpful Links:

[Schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016](https://www.legislation.gov.uk/asp/2016/19/schedule/1/enacted)

[Model PRT Agreement](https://www.gov.scot/publications/scottish-government-model-private-residential-tenancy-agreement/)

[Private Residential Tenancy Agreement Model Agreement: Easy Read Notes](https://www.gov.scot/publications/easy-read-notes-scottish-government-model-private-residential-tenancy-agreement/pages/1/)