

To: Communities, Housing and Planning Policy Board

On: 29 October 2019

Report by: Director of Communities, Housing and Planning Services

Heading: Renfrewshire Council's Scottish Secure Tenancy Agreement 2019

1. Summary

- 1.1 Renfrewshire Council's Scottish Secure Tenancy Agreement has been updated to take account of the provisions of the Housing (Scotland) Act 2014.
 - 1.2 The revised Tenancy Agreement is attached (Appendix 1) for approval.
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2. Recommendations

- 2.1 It is recommended that the Policy Board:
 - (i) approves the updated Renfrewshire Council Scottish Secure Tenancy Agreement, which is attached as Appendix 1 to this report;
 - (ii) notes that the tenancy agreement will be implemented from 1 November 2019; and
 - (iii) notes that the Tenancy Agreement has been updated to make specific reference to the need to keep common parts in high rise blocks clear from obstruction at all times and that all existing tenants and residents will also be advised of this requirement.
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3. Scottish Secure Tenancy Agreement

- 3.1 When the current Tenancy Agreement was approved by the Policy Board in November 2017, it was noted that further revision would be required to take account of the provisions in the Housing (Scotland) Act 2014 which would come into effect during 2019.

3.2 The main changes in the Housing (Scotland) Act 2014 which are reflected in the updated Tenancy Agreement relate to:

- Assignment, sub-letting and joint tenancies
- Succession to Scottish Secure Tenancies
- Ending Scottish Secure Tenancies by court order
- Recovering adapted properties
- Converting Secure Tenancies to Short Secure Tenancies

3.3 The tenancy agreement has now been updated to take account of the statutory changes that came into effect in May 2019 and the final provisions which will come into effect on 1 November 2019.

3.4 Letters were sent to all existing Council tenants in Autumn 2018 to advise them of the changes coming into effect on 1 November 2019. When signing for their tenancy, new tenants have been notified about the changes and a leaflet detailing the tenancy changes has been made available. These changes have also been publicised to Council tenants through the People's News and officers have met with tenant representatives to discuss the changes.

3.5 The Scottish Government's model tenancy agreement has been used as guidance in updating the Council's Tenancy Agreement. In addition to the changes arising from the 2014 Act, minor amendments have also been made to the Tenancy Agreement to clarify tenant and landlord responsibilities.

4. Tenancy Conditions Relating to Common Property Areas and High Rise Blocks

4.1 Paragraph 2.13 of the new Tenancy Agreement notes that the common areas of flatted properties should not be used for the storage of belongings. It refers in particular to the need to keep common parts in high rise blocks clear from obstruction at all times.

4.2 The Council works closely with Scottish Fire & Rescue Service (SFRS) in matters relating to fire safety in high rise properties. SFRS carry out quarterly visits to high rise properties for the purpose of ensuring that the premises and facilities, equipment and devices provided for the use and protection of firefighters comply with Part 3 of the Fire (Scotland) Act 2005 and the Fire Safety (Scotland) Regulations 2006.

4.3 The issue of combustible items (e.g. furniture / carpets) being kept in communal areas outside flat entrance doors and on landings has been raised by SFRS and it is noted that current standards and best practice applicable in respect of facilities for firefighters, securing means of escape for residents and general fire safety precautions, mean that these items should not be stored in communal areas. SFRS require the Council to ensure these items are removed and therefore it will be a condition of the new tenancy agreement that these areas are kept clear at all times.

- 4.4 It is also proposed that current tenants and residents are advised of the requirement to keep these areas clear at all times and an exercise will be undertaken to ensure landings are cleared of any items currently located there. Relevant Tenant and Resident Associations have been consulted on this matter and they have indicated their support in this regard. It is recognised that the removal of carpets / floorcoverings which have been put in place by residents may result in the original landing materials being damaged and where this is the case, it is proposed that a programme of works to upgrade the floor covering on all landings will be put in place.
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Implications of the Report

1. **Financial** – None
2. **HR & Organisational Development** – None.
3. **Community/Council Planning** –
 - **Our Renfrewshire is thriving** –
Meeting the needs of Council tenants and residents
 - **Building strong, safe and resilient communities** –
Creating strong communities where people choose to live.
4. **Legal** – Legal Services have been consulted on the development of the tenancy agreement.
5. **Property/Assets** - None
6. **Information Technology** – None
7. **Equality & Human Rights** - Recommendations contained within this report have been assessed in relation to their impact on equalities and human rights. No negative impacts on equality groups or potential for infringement of individuals' human rights have been identified arising from the recommendations contained in the report. If required following implementation, the actual impact of the recommendations and the mitigating actions will be reviewed and monitored, and the results of the assessment will be published on the Council's website.
8. **Health & Safety** – None
9. **Procurement** – None
10. **Risk** – None
11. **Privacy Impact** – None
12. **COSLA Policy Position** – None
13. **Climate Risk** – n/a

List of Background Papers

- (a) Report to Communities, Housing and Planning Policy Board, 07 November 2017 'Update to the Housing (Scotland) Act 2014 and Scottish Secure Tenancy Agreement'.

The foregoing background papers will be retained within Communities, Housing and Planning Services for inspection by the public for the prescribed period of four years from the date of the meeting. The contact officer within the service is Lesley Muirhead, Planning and Housing Manager, 0141 618 6259, email: lesley.muirhead@renfrewshire.gov.uk

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Renfrewshire Council

Scottish Secure Tenancy Agreement

DRAFT OCTOBER 2019

Date approved	
Date implemented	
Date to be reviewed	

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Tenancy Agreement

Tenancy Reference:

Section 1: Introduction

1.1 This document is a Scottish secure tenancy Agreement between:

- us, Renfrewshire Council;
- and you:

.....(tenant/joint tenant) and

.....(joint tenant)

When we refer to ‘you’ in this agreement, it means all joint tenants.

1.2 The full address of the home you are renting under the agreement is:

.....

1.3 We agree to rent a home to you on the terms and conditions in this Agreement. The home includes the fixtures and fittings 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 “home” in this Agreement. The term “common parts” is explained at paragraph 1.11. If you ask us, we will give you a more detailed description of your home.

1.4 Your tenancy will start on(the entry date). This is regardless of the date on which this Agreement is signed. As long as you keep to the conditions in this Agreement, your tenancy will continue from the date your tenancy starts until and then every week until the tenancy is ended. There are different ways of ending the tenancy and these are described in section 6 of this Agreement.

1.5 Your total rent for your home is £..... every week payable in advance by you. The total rent is made up of the following amounts:

Rent	£
Heating	£
Launderette	£
Others	£
Housing Support Services	£
Total Rent	£

1.6 We may provide services in connection with your tenancy. If we do, those services and their costs are set out in a separate document. That document forms part of this Agreement. It is a condition that you pay for those compulsory services unless those services are housing support services provided free of charge.

1.7 We will consult you about any proposed increase in rent or service charge and will consider your opinion before we make our decision. We are entitled to change the amount of rent and any service charge, as long as we tell you in writing at least four weeks before the beginning of the rental period when the change is to start. We will not normally change the rent or service charge more than once every twelve months.

1.8 If you break any part of this Agreement, we may:

- take legal action against you (including eviction proceedings); and
- charge you for any resulting losses we have suffered including any legal expenses as assessed by the court.

1.9 You can telephone us or write to us if you would like to know more about anything contained in this Agreement. We will do our best to help you. You can also get independent advice and information from a number of organisations such as law centres, solicitors, housing advice centres, Citizens Advice Scotland, tenants associations, and the Equality and Human Rights Commission.

1.10 If you want another copy of this Agreement, we will provide one on request. If you want a copy of it in another language or another format (such as Braille or audio), please tell us and we will provide you with one as soon as we can.

However, in the event of any dispute, it is this version of the Agreement which is binding on you and us.

1.11 Interpretation

In this Agreement, the following words have the following meanings except where the context indicates otherwise.

- We/us/our - the landlord
- You/your - the tenant and any joint tenant
- Tenant - includes any joint tenant
- Neighbour - any person living in the locality
- Neighbourhood - the locality of your home
- Common Parts - this includes any part of the structure and exterior of the building in which the home is located (such as the roof, guttering, and outside walls) as well as any common facilities in that building (such as: the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, back green and back court)
- Repair - See paragraph 5.1
- Home - See paragraph 1.3
- Co-habitee - a person, whether of the opposite sex or not, who is living with you in a relationship similar to that of husband and wife or civil partner
- Family - this term includes your spouse, civil partner, co-habitee, parent, grandparent, child (including a child treated by you as your child and stepchildren), grandchild, brother, sister, uncle, aunt, niece, nephew; and any of those of your spouse
- Antisocial - See paragraph 3.2
- Overcrowding - more people are sleeping in your home than is allowed by section 135 of the Housing (Scotland) Act 1987.
- Scottish secure tenancy - a tenancy as defined by section 11 of the Housing (Scotland) Act 2001

1.12 This Agreement, in parts, attempts to summarise current legislation. In case of conflict between those parts and current legislation, the legislation shall prevail. Where legislation has been amended since this Agreement was entered into, this Agreement shall be read consistently with the amended legislation.

1.13 You are responsible for ensuring that anyone living with you does not do anything that would be a breach of this Agreement as if they were the tenant. If they do, we will treat you as being responsible for any such action.

1.14 Changing this Agreement

No part of this Agreement may be changed except in the following circumstances:

- we and you agree in writing to change it;
- we increase the rent or service charge in the way described in paragraph 1.7 above;
- we or you apply to the sheriff under Section 26 of the Housing (Scotland) Act 2001 for an order to change the Agreement and the sheriff grants such an order.

1.15 Joint and Several Liability

If two or more people have signed this Agreement, they are jointly and severally liable for the terms and conditions of this Agreement. This means that each one of them is fully responsible for making sure that all the conditions in this Agreement are kept to, including payment of rent. You can apply for a joint tenant to be added to the tenancy: see paragraph 4.1 below.

Section 2: Using Your Home and the Common Parts and Telling Us About Changes to Who is Living in Your Home

Your household

2.1 You must take entry to your home, occupy and furnish it and use it solely as your only or principal home. You may request that members of your family occupy your home with you, as long as this does not lead to overcrowding.

2.2 You must tell us who is living in your home including when anyone moves in after obtaining our permission. If you do not inform us of changes to your household, including people moving out, this may impact on your ability to make changes to the tenancy and for others to succeed to this tenancy.

Preventing damage

2.3 You, those living with you, and your visitors must take reasonable care to prevent damage to:

- your home (including its fixtures and fittings, decorations and our furniture);
- the common parts; and
- your neighbours' property.

For example:

- before you leave your home unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your home;
- you must tell us if you intend to go away, for more than four weeks and your home will be unoccupied during that time;
- if your home is going to be unoccupied for any length of time, and there is a risk of water pipes freezing when you are away, you must tell us before you leave.

Running a business

2.4 You and anyone living with you must not run any kind of business from your home. However, if you ask us, we may give permission. See paragraph 10.2 of this Agreement for more information about doing this. If we give permission, we may also increase your rent.

Overcrowding

2.5 You must not allow your home to become overcrowded.

Pets

2.6 You must not keep any dog, cat, bird or any other animal in the home or on any part of our property without our permission (which we will not refuse without good reason). If we give you permission to keep a pet, the following conditions will apply:

- Keeping your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law;
- You are responsible for the behaviour of any pets owned by you or anyone living with you;
- You must take all reasonable steps to supervise and keep such pets under control;
- You must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell coming from your pet;
- You must take reasonable care to see that such pets do not foul or cause damage to your home, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts. We can withdraw our permission for you to keep your pet if it causes any damage;
- You are responsible for cleaning up your pet's mess. If you don't, we may do it and charge you for this;
- Dogs other than guide dogs and hearing dogs are not allowed in multi-storey or sheltered homes.

Illegal activities

2.7 You must not use or allow your home to be used for illegal or immoral purposes.

Heat and ventilation

2.8 While you are in occupation of your home, you must make reasonable efforts to heat your home. You must also make reasonable efforts to ventilate your home using any suitable means provided in the home for doing so. Failure to heat or ventilate the home can lead to condensation and any resultant damage would not be our responsibility. You must not block any air vents.

Cleaning shared parts

2.9 You must take your turn, with all those who share the common parts, in keeping them clean and tidy. If you share a common stair, you must also take your turn in regularly cleaning, washing and keeping tidy the common stair, its windows, banisters and any bin chute accesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide

exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies open to us.

2.10 You must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying areas. You must comply with any local rotas for the use and sharing of the common parts. In cases of dispute between the users of the common parts, we are entitled to decide the arrangements and rotas for the use of and the sharing of the common parts. Before making our decision, we will consult with you. Our decision will be binding on you.

Gardens

2.11 If you have exclusive use of a garden attached to your home, you must take reasonable care to keep it from becoming over-grown, untidy or causing a nuisance (unless we have agreed to take care of it). If you fail to do this, we are entitled to decide exactly what work requires to be done so as to comply with this duty. Before making our decision, we will consult with you. Our decision will be binding on you. If you do not do the work contained in this paragraph we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You must not remove, chop down or destroy any bushes, hedges or trees without our written permission (unless you planted them).

2.12 If you share a garden with others, you must take your turn with them to keep it from becoming overgrown, untidy or causing a nuisance (unless we have agreed to take care of it). If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You must not remove, destroy or chop down any bushes, hedges or trees without our written permission (unless you planted them).

Storage

2.13 No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles, mobility scooters or prams, should be stored in any of the common parts except in areas set aside for storage. In high rise

properties, all common parts including the landing area outside the flat entrance front door, must be kept clear from storage and obstruction at all times. You must not do anything which causes inconvenience or danger to anyone using the common parts.

You or anyone who lives in or visits your home, must not leave or store anything on our land unless;

- The land is set aside for that purpose; or
- You have our permission in writing.

Anything that is allowed to be stored on our land must not annoy or cause a nuisance to your neighbours.

Household rubbish

2.14 You must put all your household rubbish for collection in the bin store or other proper place allocated for it. You must take reasonable care to see that your rubbish is properly disposed of. If rubbish is normally collected from the street, it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. You must comply with the local arrangements for the disposal of large items (such as large electrical items).

Using and storing liquid petroleum or gas (LPG) and paraffin

2.15 You and your household must not store or use any bottled gas, LPG or paraffin in your home or in any shared parts unless we have given permission in writing.

Parking

2.16 No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on our land unless:

- that land is set aside for parking;
 - we have given you written permission;
 - it is a public road;
- and, in every case,
- it does not cause a nuisance or annoyance to your neighbours.

2.17 If you want to change any part of this Agreement which restricts your use or enjoyment of your home, you must first ask us in writing. If we refuse, you have a right to make an application to the sheriff. See paragraph 10.2 for more details.

Section 3: Respect for Others

3.1 You, those living with you, and your visitors, must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include residents, visitors, our employees, agents and contractors and those in your home.

3.2 'Antisocial' means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress.

3.3 In particular, you, those living with you and your visitors must not:

- make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools;
- fail to control your pets properly or allow them to foul or cause damage to other people's property;
- allow visitors to your home to be noisy or disruptive;
- use your home, or allow it to be used, for illegal or immoral purposes;
- vandalise or damage our property or any part of the common parts;
- leave rubbish in unauthorised places;
- smoke in the presence of Council staff or contractors attending your home;
- allow your children, or children you are responsible for, to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- harass or assault any person in your home, or vicinity, for whatever reason;
- Use or carry offensive weapons;
- Use, sell or be concerned in the supply of unlawful drugs or sell alcohol.

3.4 You, those living with you and your visitors must not do the following in an antisocial way:

- run a business from your home;
- park any vehicle, caravan or trailer;

- carry out work to any type of vehicle, caravan or trailer;
- use alcohol.

The particular prohibitions on behaviour listed in paragraphs 3.3 and 3.4 do not in any way restrict the general responsibilities contained in paragraph 3.1 above.

3.5 You, those living with you, and your visitors, must not bring into your home or store in your home any type of firearm or firearm ammunition without a valid license.

3.6 You will be in breach of this Agreement if you, those living with you or your visitors do anything which is prohibited in this part of the Agreement and this could result in your tenancy being changed to a short Scottish secure tenancy or terminated by us.

3.7 If you have a complaint about nuisance, annoyance or harassment being caused by a neighbour (or anyone living with him/her or his/her visitors), you may report it to us. If, after investigation, there are good grounds in our opinion for your complaint, we will take reasonable steps to try to prevent the behaviour happening again. These steps may include legal action. A copy of our written policy about dealing with these kinds of complaints is available from us.

3.8 We will act fairly to you in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sex, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure. You may also wish to take independent advice.

Section 4: Subletting, Assignment, Joint Tenancy and Exchange of Your Tenancy

4.1 If you want to:

- take in a lodger;
- add a joint tenant to the tenancy;
- sublet part or all of your home;
- assign the tenancy (pass on the tenancy to someone else);
- carry out a mutual exchange (where you swap homes with another tenant);

- otherwise give up possession

you must first get our written permission.

To apply for our permission you must tell us in writing:

- the details of the proposed change including who you want to sublet or assign or give up possession to, take as a lodger or joint tenant or exchange with (and the home involved); and
- the amount of rent and any other payments (including a deposit) you propose charging (if any); and
- when you want the subletting, lodging, assignation, giving up of possession or exchange or change in tenancy to take place.

4.1.1 Subletting

If you want to sublet all or part of your home, the home must have been your only or principal home for at least 12 months immediately before the date of your written request to sublet the home to someone else. If you were not the tenant throughout that period, the home must have been your only or principal home during those 12 months and the tenant must have told us that you were living there. The length of time the person who wants to sublet all or part of the home has been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

4.1.2 Assignation

If you want to assign this tenancy to another person, the home must have been your only or principal home during the 12 months immediately before the date of your written request to assign the tenancy to someone else. In addition, the person who you wish to assign your tenancy to must have been living in the home as their only or principal home for at least 12 months before the date of your written request and you, a joint tenant or the person who you now wish to assign the tenancy to must have notified us of them moving into the property. The length of time the person you want to assign this tenancy to must have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

4.1.3 Joint Tenancy

If you want another person to be a joint tenant, the property must have been the only or principal home of the person who is to become a joint tenant for at least 12 months immediately before the date of your written request and you, a joint tenant or the person you now wish to become a joint tenant must have notified us of them moving into the property. The person you wish to add as a joint tenant, and any existing joint tenants must apply to us in writing along with you. The length of time the person you want to add as a joint tenant must have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

4.2 We will not unreasonably refuse permission for an assignation, subletting, joint tenancy, giving up of possession or taking in a lodger request. Reasonable grounds for refusing permission include the following:

- We have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- We have obtained an order for your eviction;
- It appears that you propose to receive a payment or an unreasonable rent or deposit;
- The proposed change would lead to the criminal offence of overcrowding;
- We intend to carry out work on your home (or the building of which your home forms part) which would affect the part of the home connected with the proposed change.
- We have not been notified that the relevant person has been living in the property as their only or principal home;
- The relevant person has not been living in the property for the required 12 month period;
- For assignation requests additional grounds for us refusing permission are:
 - if the proposed assignee would not be given reasonable preference (priority) in terms of our allocations policy;
 - if the property would be under-occupied as a result of the assignation.

These examples do not in any way alter our general right to refuse permission on reasonable grounds. If we give permission, you cannot increase the rent or other

payments made to you by the other person unless we give our permission. See paragraph 10.2 for more detail on getting permission.

4.3 We will not unreasonably refuse permission for a mutual exchange of your home. The exchange must be with another home where the tenant holds a Scottish secure tenancy or short Scottish secure tenancy. The landlord does not need to be us. The other landlord must also agree to the exchange. Reasonable grounds for refusing permission include the following:

- We have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- We have obtained an order for your eviction;
- your home was let to you because of your employment with us;
- your home was designed or adapted for persons with special needs and if the exchange was allowed, there would be no person living in the home who required those designs or adaptations;
- the other home is substantially larger than you and your family need or it is not suitable for the needs of you and your family;
- the proposed exchange would lead to the criminal offence of overcrowding.

These examples do not in any way alter our general right to refuse permission on reasonable grounds. See paragraph 10.2 for more detail on getting permission.

4.4 If you are married, in a civil partnership, or if you live in the home with someone as if you were married, we may need their consent. If you are a joint tenant, we will need the other tenant's written consent to the proposed change. If you want to change the joint tenancy to a single tenancy because the other joint tenant has abandoned the tenancy, you should ask us to use our powers under paragraph 6.8 of this Agreement.

Section 5: Repairs, Maintenance, Improvements and Alterations

Repairs and maintenance: Our responsibilities and rights

5.1 In this Agreement, the words "repair" and "repairs" includes any work necessary to put the home into a state which is wind and watertight, habitable and in all respects reasonably fit for human habitation.

5.2 Before the start of the tenancy, we will inspect your home to ensure that it is wind and watertight, habitable and in all other respects reasonably fit for human habitation. If repair or other work needs to be done to bring your home up to that standard, we will do so before the tenancy begins. Any other repairs may be carried out after the tenancy begins.

5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep your home in a condition which is habitable, wind and watertight and in all respects reasonably fit for human habitation. We will carry out all repairs to your home within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality materials.

5.4 We will carry out an inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your home. We will repair any other defect we find which will significantly affect your use of the common parts, or your home, within a reasonable period, as long as we get all permission from all owners allowing the work to proceed. During the course of the tenancy, we will carry out inspections of the common parts, as required.

5.5 If we need the co-operation or permission of another person to carry out repairs or other work to your home or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get the permission we need.

5.6 Our duty to repair includes a duty to take into account the extent to which the home falls short of the current building regulations by reason of disrepair or sanitary defects.

5.7 We will:

- keep in repair the structure and exterior of your home as long as we get the permission we require;
- keep in repair and in proper working order, any installations in your home provided by us for:
 - the supply of water, gas and electricity:
 - sanitation (for example basins, sinks, baths, showers, toilets);

- hot water heating;
- space heating (for example central heating) including fireplaces, flues and chimneys.

Installations include those which we own or lease which directly or indirectly serve your home. We will not however be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from your home at the end of the tenancy unless we have specifically agreed otherwise. We will not be responsible for the repair or maintenance of any garage, shed or other structure not installed by the Council. You are reminded that permission must be requested and obtained in writing before fixtures and fittings are installed by you.

We will inspect annually any gas installations in your home. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation fitted by the Council, we will do so within a reasonable period. We will give you a copy of the current inspection record before the beginning of the tenancy;

If your home is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you.

5.8 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your home. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:

- fair wear and tear;
- vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).

5.9 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a home becomes available. Until that time, we will provide temporary accommodation if your home is uninhabitable.

5.10 We have the right to come into your home to inspect it and its fixtures and fittings or carry out repairs to it, during reasonable times of the day. We will give

you at least 24 hours' notice in writing. We have the right of access to your home in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your home without notice.

5.11 If we know that any Council owned house or flat adjoining your home is going to be void for more than four weeks, we will take reasonable steps to avoid damage or danger to you or your property arising from that house or flat being untenanted. These steps may include, but are not limited to the following:

- to seeing that its doors and windows are properly secured;
- to seeing that the water, gas and electricity supplies to the house or flat are turned off where possible.

5.12 If we cause damage to your home or your property while carrying out inspections, repairs or improvements, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay. If after having carried out inspections, repairs or improvements you believe that we have negligently caused damage to your property, you may claim for the damage through your own contents insurers or, pursue a public liability claim for compensation against the Council. Further details on how to do this can be found on the Council's website.

5.13 Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.

Repairs and maintenance: Your responsibilities and rights

5.14 You must report to us, as soon as reasonably possible, any damage to your home, the common parts or loss or damage to our property. You can do this over the phone or by visiting our website. We have an emergency telephone service outside office hours.

5.15 You are responsible for taking reasonable care of your home. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping your home in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.

5.16 You have a right to have certain small repairs carried out within fixed time limits and instruct contractors specified by us if they are not done within those time limits. You may also have a right to compensation in the case of delay. We will tell you when you report the need for a repair whether that repair is one covered by this scheme.

5.17 If we have failed to carry out repairs that we should under this Agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:

- you have notified us in writing about the need for the repairs; and
- we have not done those repairs within a reasonable period; and
- you have made a formal complaint under our complaints procedure (see paragraph 9.1); and
- you have finished the complaints procedure and you are still dissatisfied, or 3 months have passed since you made the formal complaint under the complaints procedure.

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU WRONGLY EXERCISE THIS RIGHT. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

5.18 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc. The Council has arranged access to affordable home contents insurance cover for tenants. More information about this can be found online or by contacting your local housing office.

Alterations and improvements

5.19 If you want to:

- alter, improve or enlarge your home, fittings or fixtures;

- add new fittings or fixtures (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, laminate or wooden flooring material, lighting or other electrical installations or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of your home;

you must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 10.2 for more details about the procedure.

5.20 If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these regulations to make a discretionary payment.

5.21 If you carry out any alterations or improvements without our permission we are entitled to restore your home to its previous condition during or at the end of your tenancy. If we do so, we are entitled to charge you for this work.

5.22 If you want to have your own gas appliances fitted in your home, you must first get our permission. You must make sure that any gas appliances are installed by a Gas Safe registered engineer and provide the appropriate certification to us.

5.23 If you want to make alteration to or add to electrical circuits, you must get our permission and give us the appropriate test certificate in line with the IEE regulations that apply at the time.

5.24 You must get our permission if you want to get or want to remove a gas supply. Where permission is granted any works must be completed by qualified persons with appropriate certification.

Section 6: Ending the Tenancy

The tenancy can be ended in any one of the following ways:

6.1 By Notice

You give us at least twenty-eight days' notice. You must tell us at the same time if you are married, in a civil partnership or if you live in the home with another person as if you were married.

or

6.2 By Written Agreement

By written agreement between you and us. You must tell us at the same time if you are married, in a civil partnership or if you live in the home with another person as if you were married.

or

6.3 By Court Order

The sheriff grants an order for eviction following a request by us. You have a right to defend any legal action taken by us against you. We may ask for such an order under Section 14 of the Housing (Scotland) Act 2001 on any of the grounds contained within Schedule 2 of the Act. Before we do so, we will first send you a written warning. We will also send that written warning to anyone else living with you who is a member of your family aged 16 or over, your lawful subtenants, lodgers and assignees. They will also have a right to take part in the court proceedings. The following is a summary of the grounds contained within that Act and does not change the legal position contained in that Act.

- you owe us rent or you have broken some other condition of this Agreement.
- you, someone residing in your home, or anyone visiting it, has been convicted of using your home or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the home or the locality.
- the condition of your home or common parts, or furniture we have supplied, has deteriorated because of the fault of you, your subtenant or somebody in your household.
- you, and your spouse, civil partner or co-habitee, have been absent from the home for more than six months without good reason or you have stopped living in it as your principal home.

- we gave you this tenancy as a result of false information given by you in your application for the home.
- you, someone residing in your home, or anyone visiting it, has acted in an antisocial manner towards (or has harassed) someone else in the locality and it is not reasonable for us to transfer you to another home.

In all the above cases, the sheriff must also be satisfied that it is reasonable to make an order for eviction unless we are relying solely on paragraph 2 of Schedule 2 of the Act and have served the appropriate notices within 12 months of the conviction or appeal in accordance with section 16(2)(aa) of the Act in which case the Sheriff must grant an order for eviction.

- you or someone residing in your home has been guilty of nuisance or annoyance in or in the vicinity of your home, or has pursued a course of conduct amounting to harassment of someone else in the locality and it is appropriate, in our opinion, to transfer you to another home.
- the numbers of people in your home amount to the criminal offence of overcrowding.
- we intend to demolish or carry out substantial work to your home (or the building in which it is located) within a reasonable time and that work cannot be done if you are still living there.
- your home has been designed or adapted for people with special needs and no one in your household has such special needs but we require the home for someone who has.
- your home is part of a larger group of homes which have been designed or adapted or located near facilities for people with special needs and no-one in your household has those needs but we require the home for someone who has.
- we have leased your home from somebody else and that lease has ended or will end within six months.

In the six cases above, the sheriff must grant an order for eviction if we also offer you a suitable alternative house as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001.

- we want to transfer the tenancy to your husband or wife (or ex-husband or ex-wife), civil partner or co-habitee, where one of you no longer wishes to live with the other. In this case, we will offer you a suitable alternative home

as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001. The sheriff must also be satisfied that it is reasonable to grant the order.

or

6.4 By Abandonment by you

We have reasonable grounds for believing that you have abandoned your home. In this case, we may forcibly enter the home to make it secure. We will also give you at least four weeks' notice that we believe that you have abandoned your home. If at the end of that period we have reasonable grounds for believing that you have abandoned your home, we may repossess it by service of another notice. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody and delivery to you of any property which is found in your home. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period.

or

6.5 By Death

By your death, if the tenancy does not pass to someone else (see section 7 below).

or

6.6 By Sale to You

If we offer to sell the home to you and you buy your home from us, your tenancy will terminate on the date of transfer of ownership. Until that point, this Agreement remains in force.

or

6.7 By conversion to a short Scottish secure tenancy

If an antisocial behaviour order has been made against you, or anyone living with you, or if we believe that you, or anyone living with you or visiting you has been acting in an antisocial manner or pursuing a course of conduct amounting to harassment in the previous 3 years, we may serve a notice on you converting your tenancy to a short Scottish secure tenancy. Your tenancy under this Agreement

ends on service of that notice. You have a right to make application to the sheriff if we do this.

6.8 Abandonment by a joint tenant

If we have reasonable grounds for believing that a joint tenant has abandoned the home, we may give that tenant 4 weeks' notice. If we are satisfied on reasonable grounds, at the end of the four week period, that the joint tenant has abandoned the home, we may serve another notice. This second notice will terminate that joint tenant's interest in the tenancy in not less than 8 weeks. That second notice will not however terminate the tenancy which will continue. That person has a right to make application to the sheriff if we do this.

6.9 Termination by joint tenant alone

A joint tenant may at any time end his or her interest in the tenancy of the home by giving four weeks' written notice to us and to the other joint tenant. That notice will not however terminate the tenancy which will continue.

6.10 Before moving out of your home, you must do the following:

- leave the home in a clean and tidy condition;
- remove all your belongings;
- make sure any lodgers or subtenants leave with you;
- allow us access to your home before you move out, at reasonable times, to show new tenants round;
- hand in your keys to the neighbourhood teams at the Customer Service Centres;
- remove any fixtures and fittings you have installed without our written permission and put right any damage caused. This does not affect your obligations under paragraph 5.19 above;
- remove all floorcoverings (unless otherwise advised);
- check with us to make sure that you have paid all payments due to us;
- apply for any compensation you may be entitled to under paragraph 5.20 above;

- leave the home in good decorative order;
- do the repairs you are obliged to do;
- give us a forwarding address unless there is good reason for not doing so.

If you fail to leave the property in the required condition or any repairs you carry out prior to the end of the tenancy are not of a satisfactory standard, we will carry out the work and you will be recharged for the cost.

Section 7: After the Tenant's Death

7.1 If you die, the tenancy may be inherited by one of the following people in the following way.

7.2 *Level One*

- your spouse, civil partner or co-habitee if the home was their only or principal home on your death; or
- a joint tenant, if the home was his or her only or principal home on your death.

In the case of a co-habitee, he or she must also have occupied your home as his/her only or principal home for at least 12 months immediately before your death.

The 12 month period cannot begin unless we have been told that the individual is living in the property as their only or principal home. We must have been told that by you, a joint tenant, or the person who wishes to succeed to the tenancy. The length of time they have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

If more than one person qualifies for the tenancy under Level One, they must decide among themselves who should get the tenancy. If they cannot agree, we will decide.

7.3 *Level Two*

If no-one qualifies at Level One, or a qualified person does not want the tenancy, it may be inherited by a member of your family as long as:

- he or she is aged at least 16 at the date of death;

- your home was his or her only or principal home at the date of death.

The member of your family must have occupied the home as his/her only or principal home for at least 12 months immediately before your death to qualify to succeed to the tenancy. The 12 month period cannot begin unless we have been told that your family member is living in the property as their only or principal home. We must have been told that by you, a joint tenant, or the person who wishes to succeed to the tenancy. The length of time they have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

If more than one person qualifies for the tenancy under Level Two, they must decide among themselves who should get the tenancy. If they cannot agree, we will decide.

7.4 *Level Three*

If no-one qualifies at Level One or Level Two, or a qualified person does not want the tenancy, it will be inherited by a carer as long as:

- he or she is aged at least 16 at the date of death;
- the home was his or her only or principal home at the date of death;
- he or she gave up another only or principal home before the death of the tenant;
- he or she is providing, or has provided care for the tenant or a member of the tenant's family.

The carer must have occupied the home as his/her only or principal home for at least 12 months immediately before your death to qualify to succeed to the tenancy. The 12 month period cannot begin unless we have been told that the carer is living in the property as their only or principal home. We must have been told that by you, a joint tenant, or the carer who wishes to succeed to the tenancy.

If more than one person qualifies for the tenancy under Level Three, they must decide among themselves who should get the tenancy. If they cannot agree, we will decide.

7.5 If the home was designed or substantially adapted for a person with special needs, no person will qualify under level two or three above unless that person has special needs requiring the type of accommodation in the home. If a person would

have qualified, but for this paragraph, we will make other suitable accommodation available.

7.6 If someone qualifies for the tenancy but does not want it, they should tell us in writing within four weeks of the death and leave the home within three months. Rent will be charged only for the actual period of occupation.

7.7 The tenancy can only be inherited twice under the provisions noted above. If the tenancy has already been inherited twice, the third death will normally end the tenancy. This will not happen if there is a surviving joint tenant whose Scottish secure tenancy will continue. However, if there is still a person in the home who would otherwise qualify to inherit the tenancy under the above paragraphs, the tenancy will continue for up to 6 months after the last death. The tenancy will not be a Scottish secure tenancy for that period.

7.8 The provisions noted above are a summary of the law which is contained within Section 22 of the Housing (Scotland) Act 2001. This summary does not alter that law.

Section 8: Information and Consultation

8.1 You are entitled under the General Data Protection Regulation to access personal data we hold on you in our housing files. We will provide you with a copy of any such information we hold within one calendar month of your request. You may have other rights under the General Data Protection Regulation in relation to your personal data, which we will honour. You are entitled to check information you have provided in connection with your housing application free of charge.

8.2 We will publish an annual report on our housing management performance which you may obtain from us on request. We will give you information about our complaints procedure.

8.3 On request, we will provide you with information relating to:

- the terms of your tenancy;
- our policy and procedures on setting rent and service charges;
- our policy and rules about:
 - admission to the housing lists;
 - allocations;

- transfers of tenants between homes;
- exchanges of homes between our tenants, and tenants of other landlords;
- repairs and maintenance;
- our tenant participation strategy;
- our arrangements for taking decisions about housing management and services.

8.4 We will consult you about making or changing:

- policies regarding housing management, repairs and maintenance if the proposal is likely to significantly affect you;
- proposals for changes in rent and service charges where they affect all or a class of tenants (and you are to be affected);
- proposals for the sale or transfer of your home to another landlord;
- decisions about the information to be provided relating to our standards of housing management and performance;
- performance standards or targets in relation to housing management repairs and maintenance;
- our tenant participation strategy.

We will take into account any views that you have before making a final decision. Any consultation with you will include giving you comprehensive information in an accessible form and reasonable time to express views.

Section 9: Complaints

9.1 If you think that we have broken this Agreement or have failed to do anything we promised, you can complain to us under the complaints procedure which we will have made available to you.

9.2 If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the Ombudsman. You may also wish to take advice from an independent source such as a law centre, solicitor, housing advice centre, Citizens' Advice Bureau or tenants association.

9.3 If we have failed to carry out any of our material obligations under this Agreement, you have a right (in addition to any other legal rights you may have) to withhold your rent until we do comply with our obligations. However, you may only do so if:

- you have told us in writing why you think we have broken this Agreement; and
- we have not fulfilled our obligations within a reasonable period; and
- you have made a formal written complaint under our complaints procedure (see paragraph 9.1); and
- you have finished the complaints procedure and you are still dissatisfied, or 3 months has passed since you made the formal written complaint under the complaints procedure.

YOU ARE STRONGLY ADVISED TO OBTAIN LEGAL ADVICE BEFORE WITHHOLDING YOUR RENT. YOUR HOME IS AT RISK IF YOU WRONGLY WITHHOLD RENT. IT IS ESSENTIAL IN ALL CASES THAT ALL THE RENT WITHHELD IS PLACED IN A SECURE ACCOUNT AND THAT YOU CAN PROVIDE EVIDENCE OF THIS.

Section 10: General Provisions

10.1 Management Services

You have the right, in terms of Section 55 of the Housing (Scotland) Act 2001 together with others in a tenant management co-operative, to seek to exercise the management of one or more aspects of the housing service that we provide. We will provide more details to you about this right on request.

10.2 Permissions

- Where this Agreement requires you to obtain our permission for anything you must make your request in writing. We will not refuse the request unreasonably.
- If we refuse permission, we will tell you what the reason is. We will give you our decision in writing as soon as possible.
- We may give you permission on certain conditions. If you object to our decision, you can appeal using our complaints procedure.

- If the request for permission is about taking a lodger, subletting, assignation, or exchanging your home or creating a joint tenancy (see section 4 of this Agreement), we will reply to your written request within one month of receipt of the written application. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will notify you of the reasons for our refusal in writing within one month of receipt of your application. If you are unhappy about our refusal you have the right to make application to the sheriff.
- If the request for permission is about alterations or improvements etc. to your home (see paragraph 5.19 of this Agreement), we will reply to your written request within one month of receipt of the written application. In that reply we will tell you if we agree to the proposed alterations etc. and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know in writing our reasons for refusal within one month of receipt of your written application. If you are unhappy about our refusal or the conditions that we have attached, you have the right to make application to the sheriff.
- If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the home (see paragraphs 2.4 and 2.18) and we refuse permission, you have a right of application to the sheriff.

10.3 Notices

- If you want to send any form of document to us, it will be sufficient if you send or deliver it to us at our headquarters or our local office. If we want to give you any document, we will deliver it to you, leave it at your last known address or send it by recorded delivery to your last known address. We will assume that this is your current address and that all documents to you should be sent there unless you tell us that you want anything to be sent to another address.
- If you are notifying us that someone is moving into or out of the property or any other changes in the household, you should follow the process set out in our tenant handbook. Only notice given in this way will be accepted by us for the purposes of subletting, assignation, joint tenancies and succession.

10.4 Completion of this Agreement

By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement. This Agreement does not terminate any existing tenancy. The terms and conditions of this Agreement replace the terms and conditions under any other tenancy agreement that you had with us, immediately before this Agreement came into effect, in relation to the home.

Signed for Landlord

Name

Witness Name

Witness Signature

Witness Address

Date

Signed by Tenant/Joint Tenant

Witness Name

Witness Signature

Witness Address

Date

Signed by Tenant/Joint Tenant

Witness Name

Witness Signature

Witness Address

Date