

Tenancy Management

If you have difficulty with sight or hearing, or if you require a translated copy of this document, we would be pleased to provide this information in a form that suits your needs.

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Our Vision, Mission Statement and Values

Glen Oaks' vision statement '**Where Communities Thrive**' and our mission statement '**Our aim is to provide good quality affordable housing and an excellent service. We will encourage resident participation and work with other agencies to regenerate our community**' provide the foundation for Glen Oaks Housing Association's commitment to its residents and the communities they live in.

This commitment is also demonstrated in the Association's values which were agreed following discussions with the Board and staff. Glen Oaks' values are fundamental to how we carry out our day-to-day activities.

Our values are:

respectful

we trust and respect our customers and each other

dedicated

we will give 100% commitment to our work

transparent

we will be open and honest about what we do

aspirational

we will strive to achieve the best we can for our communities

quality & Diversity Statement

The Association is intent on ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; sex; marriage & civil partnership; race; religion or belief; sexual orientation; gender reassignment; pregnancy & maternity.

This document complies with the Association's equality & diversity policy.

The Association will regularly review this document for equal opportunities implications and take the necessary action to address any inequalities that result from the implementation of the policy.

Notifiable Events

Notifiable events will be reported to the Scottish Housing Regulator in line with the Notifiable events policy.

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Appendix 1

1.0 Introduction

1.1 Glen Oaks Housing Association is a registered social landlord. It aims to ensure effective, efficient and accountable management of its properties. This policy sets out how the organisation meets the requirements of the Housing (Scotland) Act 2001 & 2014, with regard to aspects of tenancy creation and termination.

2.0 Compliance with SHR Charter, Legislation and Good Practice

2.1 In developing this policy Glen Oaks Housing Association has taken into consideration the following, which directly or indirectly affect this policy:

- Scottish Housing Regulator: Scottish Social Housing Charter which states under Tenancy Sustainment (Charter Outcome 11):
Tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations.
- Housing (Scotland) Act 2014
- Housing (Scotland) Act 2001
- Scottish Secure Tenancy Agreement
- Equality Act 2010
- Human Rights Act 1998
- Data Protection Act 1998
- Data Protection Act 2018
- Civil Partnership Act 1999
- Matrimonial Homes (Family Protection) Act 1981

3.0 Policy Objectives

3.1 Glen Oaks Housing Association aims to ensure effective, efficient and accountable management of its properties. It is a legal requirement that all tenants are offered either a Scottish Secure tenancy or a Short Scottish Secure tenancy.

3.2 The main aim of the policy is to establish clear guidelines for staff to follow when offering a tenancy agreement and where there is a change in a tenancy. It also intends to confirm to tenants the requirements placed on

them. This will ensure that requests are dealt with in a consistent manner and that there is clear information for tenants in respect of their rights.

4.0 Tenancies

4.1 Tenancies offered

4.1.1 Every new tenant of Glen Oaks Housing Association will be offered either a Scottish Secure Tenancy or a Short Scottish Secure Tenancy. In most cases, a Scottish Secure Tenancy will be offered, but in specifically defined circumstances, (see below) a Short Scottish Secure Tenancy may be offered.

4.1.2 The process of signing the Tenancy Agreement will normally take place in the Association's Office. Alternative arrangements can be made where required. The terms and conditions of the tenancy agreement will be explained to each new tenant, and the tenant will be given the opportunity to bring someone along to support them and to ask any questions in relation to their tenancy at this time. A new tenant video is also sent via email prior to, or shown at the sign up, this is confirmed by disclaimer at sign up.

4.2 Scottish Secure Tenancy

4.2.1 The Scottish Secure Tenancy was introduced in Section 11 of the Housing (Scotland) Act 2001. A tenancy will be an SST where:

- The house is let as a separate dwelling.
- The tenant is an individual and the house is the tenant's only or principal home.
- The landlord is a local authority, a Registered Social Landlord or a water or sewerage authority.
- The tenancy was created on or after 30 September 2002.

4.2.2 The Scottish Secure Tenancy Agreement outlines the terms and conditions of the tenancy (a copy of the Association's Tenancy Agreement is attached - Appendix 1).

4.3 Short Scottish Secure Tenancy

4.3.1 A Short Scottish Secure Tenancy (SSST) was introduced in Section 34 of the Housing (Scotland) Act 2001. This tenancy has limited security of tenure with no succession.

4.3.2 Basic conditions for this type of tenancy to apply:

- The tenancy would otherwise be a Scottish Secure Tenancy.
- The tenancy would be longer than 12 months duration although there is the provision to extend for a further 6 months where the SSST has been given on the grounds of anti-social behaviour. This would be considered where Housing Support Services are in place and sufficient improvement in behaviour has not yet been demonstrated.

4.3.3 The Association is required to serve a notice on the prospective tenant informing them that the short tenancy will be offered to them.

4.3.4 A Short Scottish Secure Tenancy may be offered where any of the following apply:

- Where the prospective tenant or anyone intending to live with the prospective tenant is subject to an Anti-social Behaviour Order. If a full ASBO has been granted against a tenant, we have the right to instigate action to convert their Scottish Secure Tenancy to a Short Scottish Secure Tenancy (SSST).
- The Association may grant a Short Scottish Secure Tenancy (SSST) to a new or existing tenant if there has been Antisocial behaviour within the previous three years. This can be given without the need for any criminal conviction or other court proceedings. An SSST can be based not just on the antisocial behaviour of the existing tenant or prospective tenant but on any joint tenant (applicant) anyone residing or lodging at the property, any sub tenant or any visitors to the property.
- Tenant(s) who have previously been evicted on the grounds of anti-social behaviour in the last three years.
- Temporary accommodation for people taking up employment in the area.
- Temporary accommodation for tenants who have to move because of work being carried out on their house.
-

- The prospective tenant requires or is in receipt of housing support services.

4.3.5 Where a Short Scottish Secure tenancy has been granted as a result of anti-social behaviour circumstances, the Association will ensure housing support services are provided with a view to helping the tenant convert to a Scottish Secure Tenancy at the end of 12 or 18 months.

4.3.6 A notice must be served on the prospective tenant prior to the tenancy commencement. This notice will state the reasons why a short tenancy is offered and not the full Scottish Secure Tenancy. The notice will also state the period for which the tenancy is offered.

4.3.7 The Housing Services Director will determine whether a Short Scottish Secure Tenancy is to be offered.

4.3.8 Tenants have a right of appeal to the courts against a decision not to offer a Scottish Secure Tenancy or a Short Scottish Secure Tenancy.

4.4 Joint Tenancies

4.4.1 The Housing (Scotland) Act 2001 Section 11 states that any tenant is entitled to a joint tenancy with one or more individuals.

4.4.2 The tenant must apply to the Association in writing providing details of the individuals to be included as joint tenant(s) on the tenancy agreement. The proposed joint tenant and any other current joint tenants must also apply in writing to the Association. The proposed joint tenant must have resided in the property for a period of 12 months before the application is granted. Therefore, the tenant, joint tenant or proposed joint tenant must give notification to the Association that the proposed joint tenant is living in the property as their only or principal home. After the expiry of 12 months, the proposed joint tenant can then be added to the tenancy.

4.4.3 Such tenants will be jointly and severally liable for their responsibilities under the tenancy including rent. All joint tenants must live in the property as their only or principal home.

4.4.4 Consent must be given, unless there are reasonable grounds for not doing so. The Association may refuse permission for a joint tenancy if the property

would be overcrowded, or where the proposed joint tenants have been evicted for anti-social behaviour or substantial rent arrears.

5.0 Termination of the Tenancy

5.1 Where a tenant wishes to terminate his or her tenancy, this will be dealt with in accordance with Section 12 of the Housing (Scotland) Act 2001.

5.2 There are six ways in which a Scottish Secure Tenancy can be brought to an end. These are:

- Where the Association has successfully brought action under one of the grounds for possession and secured a court order for possession.
- Where the property has been abandoned and notice has been served.
- On the death of a tenant or where a qualifying person succeeds to a tenancy on the death of the previous tenant.
- Conversion to a short Scottish Secure Tenancy because an anti-social behaviour order has been granted against the tenant.
- By written agreement between the Association and the tenant.
- By four weeks notice given by the tenant to the landlord.

5.3 Anti-social Behaviour

To complement existing measures to address anti-social behavior a streamlined eviction process, introduced by the Housing (Scotland) Act 2014, can be used to obtain a repossession order to terminate the tenancy. This can be requested when there has been a recent criminal conviction punishable by imprisonment for tenancy related antisocial behavior or criminal behavior within the previous 12 months. This behavior can be caused by the tenant, any joint tenants, a person living in the household, a lodger in the house, a subtenant or a person visiting the house. A streamlined eviction removes the requirement for the Court to consider whether it is reasonable to make an eviction order. The Association would consider this where the person is using the house or allowing it to be used for immoral or illegal purposes or an offence punishable by imprisonment committed in, or in the locality of, the house.

5.4 Termination of a Joint Tenant's interest in the Tenancy

5.4.1 A joint tenant may end their participation in a tenancy by giving four weeks notice to the Association and to each of the other joint tenants. Under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 the consent of a 'non-entitled' spouse of any joint tenant relinquishing a tenancy is also required. A joint tenant's liability for the tenancy finishes at the end of the four-week period.

5.5 Abandonment of a Tenancy

5.5.1 The Association can recover possession of a house, which they believe has been abandoned by the tenant and where we believe that the house is unoccupied and that the tenant does not intend to occupy the house as their home.

5.5.2 This type of tenancy termination is dealt with separately and details can be found in our Abandoned House Policy.

6.0 **Houses under temporary accommodation**

6.1 The tenancy rights of Scottish Secure Tenancy tenants who have been temporarily housed elsewhere is protected under Section 11 (9) of the Housing (Scotland) Act 2001. Where the house that the tenant normally occupies under Scottish Secure Tenancy is not available for occupation and the tenant has been temporarily accommodated in another house, then the house that they are occupying is to be regarded as the house for the purposes of the tenancy. This covered in full within the Association's Decant Policy.

7.0 **Succession**

7.1 For there to be a succession to a tenancy there are two essential conditions:

- The tenant must die.
- There must be a qualified person to succeed.

7.2 A request for succession will be considered in accordance with Section 22 and Schedule 3 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014.

7.3 Qualified persons have a right to succeed to a tenancy in the event of the death of a tenant. There are three priorities in determining who should succeed to the tenancy:

The **first** priority is to the surviving spouse, co-habitee of either sex (providing the house has been their principal home for at least 12 months prior to the tenant's death), or a joint tenant and notification has been provided to the Association that they are residing in the property 12 months prior to the date of death.

The **second** priority is to members of the tenants' family provided they are aged 16 or over and that the house was their only or principal home at the time of the tenant's death and notification has been provided to the Association that they are residing in the property 12 months prior to the date of death.

The **third** priority is given to a carer who is providing (or who has provided) care for the tenant or a member of the tenant's family. To be qualified for succession, the carer must be aged 16 or over and provided notification to the Association that they are residing in the property 12 months prior to the date of death and have given up their previous or principal home.

- 7.4 More than one person can succeed to a tenancy. If there is more than one qualifying successor, they must agree which one will succeed, or they can agree to have a joint tenancy.
- 7.5 Where a house has been designed or substantially adapted for the use of persons with special needs, only spouses, co-habitees, same sex partners, joint tenants or persons with special needs can succeed to the tenancy. Other persons who would otherwise be qualified to succeed will have a right to suitable alternative accommodation.
- 7.6 The Act also places a limit of two occasions in which a tenancy may be succeeded. Glen Oaks Housing Association will consider any subsequent successions with regard to the circumstances of the application.
- 7.7 Where a qualified person succeeds to the tenancy, then that person is required to pay rent for the period following the death of the tenant. If the qualifying person declines the succession, then they will be charged a fee equivalent to the amount of rent in respect of any period in which they have occupied the house after the tenant's death.
- 7.8 Where an applicant has no rights to succession, and continues to occupy the property unlawfully, the Association will seek to recover the property through the eviction process. Applying the law allows the Association to

maintain fairness and accountability in the allocation process. *Discretion may be applied in cases where there is extenuating circumstances.*

7.9 Where suitable, the Association may offer an alternative housing option, to those with no succession rights, in an attempt to prevent homelessness.

8.0 Assignment

8.1 An assignment of tenancy occurs when a tenant who intends to leave the house conveys all rights and obligations under the tenancy agreement to another person. A request to assign the tenancy is considered under Section 32 and Part 2 of Schedule 5 in the Housing (Scotland) Act 2001. Section 12(2) of the 2014 Act makes the following changes to the Housing (Scotland) Act 2001:

- the house must have been the tenant's only or principal home during the 12 months immediately before the tenant applies for written permission to pass their tenancy to someone else; and
- the person the tenant wishes to pass their tenancy to must have lived at the property as their only or principal home for the 12 months before they apply; and
- the tenant, joint tenant or person they wish to assign their tenancy to must have notified the Association that the person they wish to assign the tenancy to is living in the house. The 12-month period does not start unless the Association has been notified that the person is living in the property as their only or principal home.

8.2 Tenants wishing to assign their tenancy must make an application in writing requesting permission for the assignment. We must give our consent before the assignment takes place.

Where an application has been made to have a tenancy assigned, consent may only be withheld if there are reasonable grounds for doing so.

8.3 Reasonable grounds for refusing permission are contained in Section 32 of Part 2 of Schedule 5 of the Housing (Scotland) Act 2001 and are as follows:

Where a notice of possession has been served against the tenant specifying one of Grounds 1 to 7 in Part 1 of Schedule 2;

An order for recovery of possession has been made against the tenant;

A payment other than a reasonable rent or a deposit has been received by the tenant in consideration of his assignation;
The assignation would lead to overcrowding;
Where the Association would not give the person the tenant wishes to pass the tenancy to reasonable preference under our allocations policy;
Where, in the landlord's opinion, the assignation would result in the home being under occupied;
The Association proposes to carry out work on the house or building.

- 8.4 A tenant who wishes to assign their house must give details of the proposed transaction, including any payment to be received by the tenant in relation to pursuing the transaction.
- 8.5 The Association will give their consent or reasons for refusal within 28 days of receiving an application. If a reply is not given within 28 days it can be assumed that consent to the application has been given.

9.0 Request for Lodgers or Sublet

- 9.1 A request to take in a lodger or to sublet your home will be considered in accordance with Section 32 and Part 2 of Schedule 5 of the Housing (Scotland) Act 2001.
- 9.2 All tenants with a Scottish Secure Tenancy have the right to ask for permission from the Association if they wish to take in a lodger(s) or sublet their home. The only exception to this is where the tenancy has been converted to a Short Scottish Secure Tenancy. To be able to sublet a tenancy, the house must have been the tenant's only or principal home for 12 months before they make a written request to sublet the tenancy.
- 9.4 For the purpose of this policy, a lodger is defined as a person (not a member of the tenant's household) who has the use of one or more rooms within the property and who may have a formal financial arrangement with the tenant.
- 9.5 Subletting is defined as the tenant nominating another responsible person to take care of the property, due to the tenant wishing to leave their home for a temporary period but intending to return to it.
- 9.6 A tenant who wishes to sublet their house or take in a lodger must make an application to the Association in writing to request permission and obtain our written consent. They must give details of the proposed transaction,

including payment to be received by the tenant in relation to pursuing the transaction.

9.7 The Association will not refuse permission for subletting or taking in a lodger unless there are reasonable grounds to do so.

9.8 Reasonable grounds for refusing permission are contained in Sub-section (3) of Part 2 of Schedule 5 of the Housing (Scotland) Act 2001 and include:

A notice of recovery of possession has been served against the tenant specifying that we may seek eviction on certain grounds because of their conduct;

An order has been obtained for the tenants' eviction;

The rent or deposit that the tenant proposes to charge the sublet tenant or lodger is unreasonable;

The transaction would lead to overcrowding;

The Association intends to carry out work on the house (or the building of which the house forms part of) which would affect the part of the house connected with the proposed change.

9.9 If permission is granted, the tenant cannot increase the rent or other payments made by the sublet person or lodger without permission of the Association.

9.10 The Association will give their consent or reasons for refusal within 28 days of receiving an application and all requested documentation. If a reply is not given within 28 days it can be assumed that consent to the application has been given.

9.11 It is not the intention of the Association to allow lodgers or subletting indefinitely, and a period of up to one year will be considered as normal and maximum. A tenant may re-apply for permission at the end of this period.

10.0 Mutual Exchange

10.1 Where an application has been received from tenants who wish to exchange properties, the application will be considered in accordance with Section 33 of the Housing (Scotland) Act 2001.

10.2 A tenant has a right to exchange their house with another tenant providing both tenants are tenants of a registered social landlord or a local authority and that the landlords of both tenants give their consent.

10.3 Further details can be found in Glen Oaks Housing Association's Allocations Policy.

11.0 Entitlements, Payments and Benefits

11.1 In order to ensure that the Association is able to comply with the requirements of the Association's Entitlements, Payments and Benefits Policy, all applicants wishing a tenancy or a change of tenancy will be asked to declare any relative status and/or relationship that may bring their application within the scope of this policy. Specifically, applicants will be asked to declare any direct relationship with an employee or former employee of the Association and/or current Board member.

12.0 Right of Appeal

12.1 Where a tenant is aggrieved by the decision made by the Association not to offer either a Scottish Secure Tenancy or a Short Scottish Secure Tenancy or with the conversion of their existing Scottish Secure Tenancy to a Short Scottish Secure Tenancy, they can request a review of the decision. This should be made in writing to the Housing Services Manager.

If the tenant remains dissatisfied following the appeal process, then they may make a complaint which will be handled in accordance with our complaints procedure.

The applicant also has a right to appeal to the First Tier Tribunal (FTT) against certain actions/decisions taken by the Association.

13.0 Confidentiality

13.1 To maintain confidentiality, tenant's circumstances will not be discussed with third parties except with the written permission of the tenant.

13.2 The Association maintains computerised tenancy records. In line with Data Protection and Access to Information legislation, the Association will respond to written requests by a tenant or applicant for access to any records stored pertaining to their application.

14.0 Performance Monitoring

14.1 Reports will be provided to the Housing, Technical and Health & Safety Sub-Committee informing them of:

- Secure Tenancies allocated annually.
- Details of any issues that may require to be considered for policy or procedural change.
- Information (without disclosing personal details) about any tenant who formally initiates a right of appeal.

15.0 Staff Training and Development

15.1 Glen Oaks Housing Association recognises that staff are the key resource in ensuring an effective service. It is important staff have the confidence and knowledge to identify and investigate issues and take appropriate action.

15.2 All staff will receive training on tenancy management issues to keep them aware of all options available for dealing with problems and to enable them to develop the necessary skills to put these effectively into practice.

15.3 The Housing Services Manager will be responsible for implementing the Policy and ensuring Housing Services Officers comply with the policy. The Housing Services Director will have delegated authority to give or withhold consent to a tenancy offer or change of tenancy request within the statutory timescales.

16.0 Consultation

16.1 Glen Oaks Housing Association has developed this policy in consultation with tenants, registered tenants' groups and other service users and account has been taken of representations made.. Where appropriate, key stakeholders such as tenants and interested parties will be consulted as part of any review of this policy

17.0 Risk Management

17.1 Risk can arise from the Association's Tenancy Management policy as a result of:

- illegal tenancy changes.
- failure to address tenancy issues timeously.

Given the importance of these risks the effective management of this policy is vital.

18.0 Review of the Tenancy Management Policy

- 18.1 Until a new policy is formally adopted this document will remain in force and operational. This policy will be reviewed in accordance with the policy review programme agreed by the Corporate Management Team (CMT).
- 18.2 If there are significant changes to legislation or regulation or there are found to be deficiencies or failures in this policy, as a result of complaints or findings from any independent organisations, the Director of Housing & Community Services will initiate an immediate review.

19.0 Links with other policies

- Abandoned House policy
- Void Management Policy
- Rent Arrears Policy
- Allocatons Policy
- Anti-social Behaviour Policy
- Complaints Policy
- Data Protection Policy
- Risk Management Strategy
- Decant Policy
- Entitlement, Payments and Benefits Policy

20.0 Complaints

- 20.1 We accept that despite our best efforts, problems arise from time to time. Should you have a complaint about how this policy has been handled or any other issue in respect of its implementation then you should use our complaints procedure.

This does not prejudice the tenant's right to raise a Court action under Section 32, Part 2 of Schedule 5 of the Housing (Scotland) Act 2001 which gives tenants that are aggrieved by our decision the right to apply to the sheriff court to reconsider the decision. Where the court finds our decision

to be unreasonable, the court must order the Association to consent to the request.

20.2 If you require a copy of this Policy in another language or in another form (such as Braille or audio tape), this can be available on request.

Scottish Secure Tenancy Agreement

For tenancies created on or after 1 May 2019

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1.0 Introduction

1.1 This document is a **Scottish Secure Tenancy Agreement** between us,

Glen Oaks Housing Association Limited,
3 Kilmuir Drive, Glasgow, G46 8BW

and you:

(tenant/joint tenant)

and

(joint tenant)

1.2 We agree to rent accommodation to you on the terms and conditions in this Agreement.

The accommodation 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 “house” in this Agreement.

The term “common parts” is explained at paragraph 1.11.

1.3 The full address of the house is:

1.4 The tenancy will start on [This Agreement will take effect from]

(the entry date)

This is regardless of the date on which this Agreement is signed.

This Agreement will continue from the entry date until

and after that on a four weekly basis.

There are different ways of ending the tenancy and these are described in Part 6 of this Agreement.

- 1.5 The rent is £[Click or tap here to enter text.](#) every four weeks payable in advance by you on or before the first day of each rental period.
- 1.6 We may provide services in connection with your tenancy. Where additional services are provided, a service charge of £[Click or tap here to enter text.](#) will be due to be paid in addition to your rent. The following compulsory services are provided in connection with this house:
[Click or tap here to enter text.](#)
- 1.7 We will consult you about any proposed increase in rent or service charge and have regard to your opinions 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.

You have a right to a statement of our rent and service charge policy. See paragraph 8.3 for more details.

- 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 form (such as Braille or audio tape), this can also be available on request.

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 house
- Common Parts - this includes any part of the structure and exterior of the building in which the accommodation 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
- House - see paragraph 1.2
- 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 the house 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 no-one living with you does anything that would be a breach of this Agreement 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; OR
- we increase the rent or service charge in the way described in paragraph 1.7 above; OR
- 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.

2.0 Use of the House and the Common Parts and telling us about changes to who is living in your Home

2.1 You must take entry to the house, occupy and furnish it **and use it solely as your only or principal home**. You are entitled to have members of your family occupying the house with you, as long as this does not lead to overcrowding.

2.2 You must tell us who is living in the house including when anyone moves in or out. If you do not inform us of changes in the household this may impact on your ability to make changes to the tenancy and for others to succeed to this tenancy.

You should tell us as soon as there is any change in those who are living in your house.

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

- the house;
- decoration;
- the fixtures and fittings;
- the common parts;
- your neighbours' property.

For example:

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

- 2.4 You and anyone living with you must not run any kind of business from the house. 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.

- 2.5 **You must not allow your house to become overcrowded.** If the overcrowding is as a result of an increase in the size of your family living with you, you should apply to us for a house transfer. We will try to get you a larger house. In this circumstance only, we will not treat you as being in breach of this condition. However, if we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.

- 2.6 All tenants on accepting the tenancy must agree **to abide by the Association's policy on the keeping of pets.**

Tenants who wish to keep pets must firstly obtain the written consent of the Association. Where consent is given the pet must be kept under supervision and control. Consent will not be unreasonably withheld.

Where the tenant wishes to keep pets such as reptiles, spiders, rodents or birds, the tenant must confirm details of the species to be kept and to provide written details of how the animal will be caged. On no account will the Association allow the keeping of these species if they are not caged.

- each household shall be allowed to keep a maximum of two pets;
- tenants must comply with legislation contained within the Dangerous Dogs Act 1991 or by any other law; in relation to specific breeds of dogs. Any dog that is classed as a "dangerous dog" must be registered and should be muzzled on all occasions when it is in the common part or environs of the Association's housing stock;
- the Association will not give permission for the keeping of pigeons or for the erection of a pigeon loft;
- you will be responsible for the behaviour of any pets owned by you or anyone living with you, within your household. You must take reasonable care to ensure that such pets do not cause nuisance, annoyance or danger to neighbours or cause any deterioration or

damage to your house, common areas or to your neighbour's property. This includes fouling, noise or smell from your domestic pet;

- the tenant will be responsible for cleaning up dog faeces;
- the Association may require removal of the pet if it causes nuisance or damage;
- where the property has been damaged and requires repair to bring it back to a reasonable standard, the tenant will be responsible for the cost of this work.

2.7 You must not use or allow the house to be used for illegal or immoral purposes. This includes but is not limited to the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.

2.8 While you are in occupation of the house, you must make reasonable efforts to heat the house, taking into account your income. You must make reasonable efforts to ventilate the house using any suitable means provided in the house for doing so.

2.9 You must take your turn, with all other tenants and owner-occupiers sharing the common parts, in keeping them clean and tidy.

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.

- 2.11 If you have exclusive use of a garden attached to the house, 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.

- 2.13 No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do

anything which causes inconvenience or danger to anyone using the common parts.

- 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 bagged. 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).
- 2.15 The use of paraffin or bottled gas heaters (such as Calor) is generally discouraged but is expressly prohibited in any building that exceeds four storeys in height.

The maximum amount of fuel that can be stored for use in these appliances is:

- 15kg of bottled gas inside the property;
 - 2 gallons of paraffin inside the property.
- 2.16 Other than those fuels stated in 2.15, it is prohibited to store materials of an explosive, flammable, noxious or dangerous nature, in or in the vicinity of the property or in any common parts.
- 2.17 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; OR
 - we have given you written permission; OR
 - it is a public road;

AND, in every case,

- it does not cause a nuisance or annoyance to your neighbours.

2.18 Nothing belonging to you or anyone living with you or your visitors may be left or stored on our land unless:

- the land is set aside for that purpose; OR
- we have given you written permission;

AND, in every case,

- it does not cause a nuisance or annoyance to your neighbours.

2.19 If you want to change any part of this Agreement which restricts your use or enjoyment of the house, 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.

3.0 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, Board members, agents and contractors and those in your house.

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. Conduct includes speech. A course of conduct must involve conduct on at least two occasions.

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 or common areas;

- allow visitors to your house to be noisy or disruptive;
- use your house, or allow it to be used, for illegal or immoral purposes;
- vandalise or damage our property or any part of the common parts or neighbourhood;
- leave rubbish in unauthorised places;
- allow your children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- harass or assault any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- Use or carry offensive weapons;
- Use or sell unlawful drugs or sell alcohol.

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

- run a business from your house;
- park any vehicle, caravan or trailer;
- carry out work to any type of vehicle, caravan or trailer;
- use or sell alcohol or drugs.

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 the house or store in the house any type of firearm or firearm ammunition unless you have a permit.

- 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. We will investigate your complaint in accordance with our policy on antisocial behaviour.

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 mediation or 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, 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.

4.0 Subletting, Assignment, Joint Tenancy and Exchange of your Tenancy

4.1 If you want to:

- take in a lodger; OR
- add a joint tenant to the tenancy; OR
- sublet part or all of your house; OR
- assign the tenancy (pass on the tenancy to someone else); OR
- carry out a mutual exchange; OR
- 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 house 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.

If you want to assign your tenancy, the house must have been the only or principal home of the person to whom you want to assign the tenancy for at least 6 months before the date of your written request.

From 1 November 2019, there will be new notification and residency requirements that have to be met for subletting, assignation and adding a joint tenant to your tenancy agreement as follows:

4.1.1 Subletting

From 1 November 2019, if you want to sublet all or part of the house, the house must have been your only or principal home for at least 12 months immediately before the date of your written request to sublet the house to someone else.

If you were not the tenant throughout that period, the house 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 house 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. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

4.1.2 Assignation

From 1 November 2019, if you want to assign this tenancy to another person, the house 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 house 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.

You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

4.1.3 Joint Tenancy

From 1 November 2019, if you want another person to be a joint tenant, the house 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 house.

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.

You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

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 the house (or the building of which the house forms part) which would affect the part of the house connected with the proposed change.

From 1 November 2019, we will have the following additional reasonable grounds for refusing permission for an assignation, subletting or joint tenancy request:

- 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 house 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 house. The exchange must be with another house 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 house was let to you because of your employment with us;
- your house was designed or adapted for persons with special needs and if the exchange was allowed, there would be no person living in the house who required those designs or adaptations;
- the other house 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 house with someone as husband and wife, 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.

5.0 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 house 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 house 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 the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins. Further details can be obtained in the Tenant Handbook.

- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and in all respects reasonably fit for human habitation.

We will carry out all repairs 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 competent contractor, using good quality material.

- 5.4 We will carry out a reasonably diligent 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 house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period.

We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.

- 5.5 If we need the co-operation or permission of another person to carry out repairs or other work to the house 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 such permission.

5.6 Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness, as well as the obligations contained in this paragraph. We will provide and maintain the house so that any tenant who we might reasonably expect to live in the house can heat the house to a reasonable temperature at a reasonable cost, so as to avoid condensation dampness and mould.

If during the tenancy, the house suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the house (including insulation, provision for heating or ventilation), we will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time so that that feature is not a cause of the condensation dampness.

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

5.8 We will:

5.8.1 Keep in repair the structure and exterior of the house.

5.8.2 Keep in repair and in proper working order, any installations in the house 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.

5.8.3 Installations include those which we own or lease which directly or indirectly serve the house. 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 the house at the end of the tenancy unless we have specifically agreed.

- 5.8.4 We will inspect annually any gas installations in the house provided by us. 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, 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.
- 5.8.5 If your house 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.
- 5.9 We will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the Water Byelaws in force in your area. The byelaws, among other things, specify that:
- all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
 - the stopcocks and servicing valves must be placed so that they can be readily examined, maintained and operated with reasonable practicability;
 - the water pipes, both inside and outside the house, must be effectively protected against freezing and damage from other causes.

We will inspect the installations for the storage and supply of water we are responsible for at the beginning of the tenancy and at reasonable intervals thereafter so as to comply with the Water Byelaws.

- 5.10 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 house. 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).

- 5.11 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 house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.
- 5.12 We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, 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 house 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 house without notice.

- 5.13 If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer 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 unoccupied. 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.
- 5.14 If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, 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, in accordance with our Decant Policy. You will be charged rent during this period but no more than you normally pay.

- 5.15 Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.
- 5.16 You must report to us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to our property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf, although the responsibility of ensuring the repair is reported is yours. In the event of an emergency, you must take all reasonable steps to ensure that we are notified immediately, including those involving the supply of water, electricity and gas. It is also necessary to confirm access arrangements for the Association's representatives/contractors. We operate an emergency telephone service outside office hours.
- 5.17 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.18 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.
- 5.19 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.

5.20 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, etc. We operate such a scheme. Ask us for details.

Alterations and Improvements

5.21 If you want to:

- alter, improve or enlarge the house, fittings or fixtures;
- add new fittings or fixtures (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of the house

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 10.1 for more details about the procedure.

5.22 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.

- 5.23 If you carry out any alterations or improvements without our permission, we are entitled to restore the house 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.

6.0 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 house with another person as husband and wife. If you do, their agreement may also be required.

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 house with another person as husband and wife. If you do, their agreement may also be required.

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 house, or anyone visiting it, has been convicted of using the house or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the house or the locality.
- the condition of the house 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 house 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 house.
- you, someone residing in your house, 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 house.

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 house has been guilty of nuisance or annoyance in or in the neighbourhood of the house, 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 house.

- the numbers of people in the house amount to the criminal offence of overcrowding.
- we intend to demolish or carry out substantial work to your house (or the building in which it is located) within a reasonable time and that work cannot be done if you are still living there.
- the house has been designed or adapted for people with special needs and no one in your household has such special needs but we require the house for someone who has.
- the house is part of a larger group of houses 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 house for someone who has.
- we have leased your house 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 house to your husband or wife (or ex-husband or 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 house 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 the house. In this case, we may forcibly enter the house to make it secure.

We will also give you at least four weeks' notice that we believe that you have abandoned the house. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, 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 the house. 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 Part 7 below).

OR

6.6 By Sale to You

If we offer to sell your house to you and you buy your house 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 house, we may give that tenant four weeks' notice. If we are satisfied on reasonable grounds, at the end of the four-week period, that the joint tenant has abandoned the house, 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 house 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 house, you must do the following:

- leave the house in a clean and tidy condition;
- remove all your belongings;
- make sure any lodgers or subtenants leave with you;
- allow us access to your house before you move out, at reasonable times, to show new tenants round;
- hand in your keys to the housing office;
- 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 5.21 above;
- 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 5.22 above;

- leave the house 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.

7.0 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.

From 1 November 2019, there will be new notification and residency requirements that have to be met for someone to inherit your tenancy and these are set out for the various levels below.

7.2 Level One

- your spouse, civil partner or co-habitee if the house was their only or principal home on your death; OR
- a joint tenant, if the house 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 the house as his/her only or principal home for at least 6 months immediately before your death.

From 1 November 2019, a co-habitee must also have occupied the house 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.

You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

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

From 1 November 2019, the member of your family must have occupied the house 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.

You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

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 house 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.

From 1 November 2019, the carer must have occupied the house 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.

You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

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 house 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 house.

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 house 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 house 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.

8.0 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 houses;
- exchanges of houses 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 house 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.

9.0 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 have 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.

10.0 General Provisions

10.1 Permissions

- 10.1.1 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.
- 10.1.2 If we refuse permission, we will tell you what the reason is. We will give you our decision in writing as soon as possible.
- 10.1.3 We may give you permission on certain conditions. We may withdraw our permission if the activity which we have given you permission for is antisocial to anyone in the neighbourhood.
- 10.1.4 If you object to our decision, you can appeal using our complaints procedure.
- 10.1.5 If the request for permission is about taking a lodger, subletting, assignation, or exchanging the house or creating a joint tenancy (see Part 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.

- 10.1.6 If the request for permission is about alterations or improvements etc. to the house (see paragraph 5.21 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.

10.1.7 If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see paragraphs 2.4 and 2.19) and we refuse permission, you have a right of application to the Sheriff.

10.2 Notices

10.2.1 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 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.

10.3 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 house.

Signed for Landlord:	
Name:	
Witness Name:	
Witness Signature:	
Witness Address:	3 Kilmuir Drive, Arden, Glasgow, G46 8BW
Date:	

Signed by Tenant/Joint Tenant:	
Witness Name:	
Witness Signature:	
Witness Address:	3 Kilmuir Drive, Arden, Glasgow, G46 8BW
Date:	

Signed by Tenant/Joint Tenant:	
Witness Name:	
Witness Name:	
Witness Address:	3 Kilmuir Drive, Arden, Glasgow, G46 8BW
Date:	