

Our Ref. FOI-17-1006
Contact Information Compliance Team
Email foienquiries@aberdeencity.gov.uk
Direct Dial 01224 523827



ABERDEEN CITY COUNCIL

11 September 2017



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Dear 

Freedom of Information (Scotland) Act 2002

FOI-17-1006 – Lease Information

Thank you for your information request of 18 August 2017. Aberdeen City Council (ACC) has completed the necessary search for the information requested.

46 Holburn Road, Aberdeen, AB10 6ET

In terms of the Freedom of Information (Scotland) Act 2002, I request written copy of all information held by Aberdeen City Council in respect of the lease and sub-let of the above property.

Records of all attendance of Police at the above address following complaint of criminal or anti-social behaviour.

Aberdeen City Council does not hold a full record of all attendances of Police at the above address. We would like to advise you to contact Police Scotland at the following address:

FOI Central Processing Unit
Information Management Unit
Police Scotland
Clyde Gateway
2 French Street
Glasgow
G40 4EH
foi@scotland.pnn.police.uk

ACC is unable to provide you with information on **all attendance of Police at the above address following complaint of criminal or anti-social behaviour** as it is not held by ACC. In order to comply with its obligations under the terms of Section 17 of the FOISA, ACC hereby give notice that this information is not held by it.

ANGELA SCOTT
CHIEF EXECUTIVE



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Record of all calls to the Aberdeen City Anti-Social Behaviour Helpline.

Since February 2017, Anti-Social Behaviour Investigation Team have received 7 calls reporting issues with Anti-Social Behaviour at 46 Holburn Road.

Number of placements at the above property by Aberdeen City Council since the lease commenced i.e. how many individuals or families have been housed there and for how long.

Street	House Number	Household composition	Tenancy Start Date	Actual End Date	Duration of Tenancy in days
HOLBURN ROAD	046	Family	12/04/2017	13/08/2017	104
HOLBURN ROAD	046	Single	18/07/2016	14/03/2017	239
HOLBURN ROAD	046	Family	06/05/2016	21/06/2016	46
HOLBURN ROAD	046	Couple	14/03/2016	12/04/2016	29

Aberdeen City Council's policy in respect of leasing property from private owners.

Please see enclosed. Please also see enclosed blank copies of Tenant's leases for your information.

We hope this helps with your request.

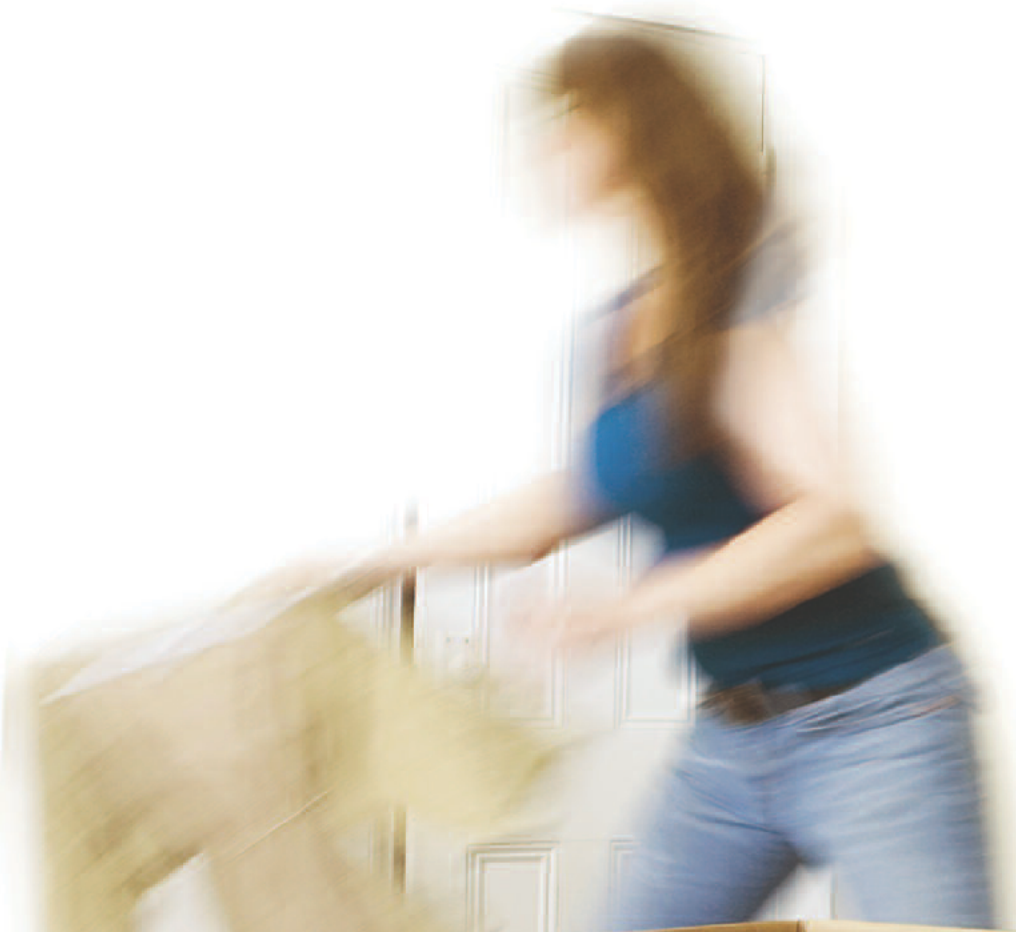
Yours sincerely,

Grant Webster
Information Compliance Officer

INFORMATION ABOUT THE HANDLING OF YOUR REQUEST

ACC handled your request for information in accordance with the provisions of the Freedom of Information (Scotland) Act 2002. Please refer to the attached PDF for more information about your rights under FOISA.

ABERDEEN PRIVATE SECTOR LEASING SCHEME



INTRODUCTION

What is Private Sector Leasing

Private Sector Leasing is a way for Local Authorities to lease properties from private Landlords. Properties sourced from the private sector are commonly used to fulfil a Local Authorities legal obligation to provide temporary accommodation to individuals following an interview assessment.

What are the advantages to Landlords

- Guaranteed Rent – we guarantee to pay your rent even when the property is not occupied.
- The rent paid will not drop during the term of the lease – not even if the market rates drop
- No letting or management fees – the price we quote is the price we pay
- Regular visits to the property
- Repairs service provided
- Property returned with vacant possession and in lettable condition (subject to fair wear and tear)

What to do if interested in the Private Sector Leasing Scheme

Where a Landlord is interested in joining the Private Sector Leasing Scheme they must complete the enclosed application form. The return of the application form does not constitute a binding offer or agreement.

If you have any queries regarding the Private Sector Leasing Scheme please contact us:

Email: psl@aberdeencity.gov.uk

Telephone: (01224) 522149 or (01224) 523277

Key Elements of the Scheme

This section covers the following areas:

- Criteria for selection of Landlords
- Criteria for selection of Properties
- Information required from Landlords
- Aberdeen City Council Responsibilities
- Landlords Responsibilities
- Emergency Repairs
- Management of the Property
- Property Inspection
- The Lease
- Rent and Payment
- Lease End

Criteria for Selection of Landlords

To be eligible for the scheme Landlords must be registered Landlords for the Aberdeen City Council area.

The legislation relating to private landlord registration is contained within the Antisocial Behaviour etc. (Scotland) Act 2004.

To register as a landlord please contact the Landlord Registration Unit on (01224) 522299, landlordregistration@aberdeencity.gov.uk or register directly at landlordregistrationscotland.gov.uk.

Criteria for Selection of Properties

On receipt of an application form a review of application form will be made of the application. Once the initial assessment has been completed Aberdeen City Council will contact the Landlord to confirm the status of their application.

Aberdeen City Council will keep details of all interested Landlords on file and contact them at an appropriate time

Aberdeen City Council will only accept properties where there is a need for a property of the size, type and location offered

The first stage of the process is to return the application form. Once this has been returned the following stages will apply:

STAGE 2: Application assessed

STAGE 3: Property visit arranged and undertaken

STAGE 4: Property deemed to meet the needs of Aberdeen City Council

STAGE 5: Where the property is accepted as suitable for the scheme discussion shall be undertaken to ascertain a suitable rental

STAGE 6: The lease agreement will be issued to the Landlord for comment and at this stage documentation will be required from the Landlord (see below)

STAGE 7: A further property visit shall be undertaken to prepare a photographic schedule of condition and inventory

STAGE 8: Legal documentation signed. Lease begins.



Information required from Landlords

Before the property will be accepted on to the scheme the Landlord or Landlords agent must provide:

- Landlord registration details
- Proof of ownership i.e. title deeds
- Buildings insurance (to include Public Liability Insurance to a level of £5,000,000)
- The Landlord is responsible for insuring the property (with Aberdeen City Council's interest endorsed on the policy) against loss or damage for a sum representing the full reinstatement value of the property.
- Letter from Mortgage Company consenting to the lease of the property to Aberdeen City Council and future sub-let thereof or a copy of the mortgage conditions confirming that the mortgage is buy to let.
- Where no mortgage is in place a letter from the Landlord confirming this.
- Gas safety certificate from a Gas Safe registered gas heating contractor (this can be provided as part of an annual maintenance contract).
- Periodic Inspection Repair provided by a qualified electrician to NICEIC or IEEE standards.

Aberdeen City Council Responsibilities:

- Payment of rent to the Landlord quarterly in advance
- Allocating tenancies
- Managing tenancies
- Carrying out regular property inspections
- Managing repairs

The property will be returned to the Landlord at the end of the Lease term in the same condition as received (subject to fair wear and tear).

Landlord's Responsibilities

- Ensure the property meets the criteria set out in the application form.
- Ensure all necessary permissions are in place in order to let the property.
- Ensure all necessary certifications are in place prior to entering into the lease
- Factoring charges (where applicable)
- Insurance – written evidence of buildings insurance
- Ensuring the external fabric of the building is maintained

to an acceptable standard. This includes the outside walls, outside doors, drains, gutters, external pipes, window sills, window catches and frames.

- Ensuring the internal fabric of the building is maintained to an acceptable standard including walls, floors and ceilings (the structural elements thereof).
- Maintaining heating installations, water supply, supply of gas/electricity (to include all pipes and wiring)

All of the above obligations on the Landlord are on the condition that any damage caused by the Tenants neglect or wilful damage shall be the responsibility of Aberdeen City Council.

Emergency Repairs

Where the Landlord is notified of the need for repairs they must be undertaken within 24 hours of notification (except for minor repairs where the Landlord will have 7 days to undertake repairs).

Aberdeen City Council will be entitled to undertake emergency repairs to a total of £200 (on each individual occasion). Such repairs will be charged to the Landlord with a breakdown of costs.

Property Inspection

Following a review of the application a property will be visited (where deemed suitable for the Scheme). The property visit will concentrate on the following main elements:

- The condition - internal and external of the property. Any issues raised with the Landlord should be rectified prior to inclusion in the scheme
- The property must be clean and tidy
- Quality of decoration within the property
- Quality of fittings within the property
- Amenity of the neighbourhood
- Presence and concentration of existing temporary accommodation within the area

Aberdeen City Council will liaise with the prospective Landlord where works are required prior to a lease being entered in to.

The minimum tolerable standards for properties to be accepted on to the scheme are detailed within the standards leaflet contained within this pack.

An inventory of fixtures, fittings and installations shall be prepared prior to commencement of the Lease. Both parties to the Lease shall hold a copy which will assist in recording the condition at the date of entry.

A photographic schedule of condition will also be prepared at the date of entry to evidence the condition of the property at the date of entry. Both parties shall hold a copy of the photographic schedule.

The Lease

A copy of the draft Lease is contained within this pack. Specific details will be added for each property. The lease contained is for information purposes only and does not constitute any form of offer.

Rent and Payment

Rent levels are set in accordance with the Local Housing Allowance. Payment to the Landlord will be around 85% of the Local Housing Allowance for Aberdeen City. Payment will be quarterly in advance, direct to the Landlord and is guaranteed for the duration of the Lease.

Lease End

At the end of the lease the property will be inspected by a Property Worker from the Private Sector Leasing Scheme in the presence of the Landlord. The inspection will compare the property with the photographic schedule of condition completed at the outset of the lease. While reasonable wear and tear is allowed every attempt will be made to return the property to the same standard as at the beginning of the lease.

Essential Paperwork for Private Sector Leasing Scheme

- A Periodic Inspection Repair supplied by a qualified electrician to NICEIC or IEEE standards. We will require sight of the original certificate before we can enter into a lease.
- A gas installation test must be undertaken. This test can be carried out by a Gas Safe registered gas heating engineer. We must have sight of the original certificate before we can enter into a lease.
- If you have a mortgage on the property or any charges are held against the property, we will require written confirmation that you have gained the consent of the mortgage company to lease the property. Please note that if you do not seek the consent of your Bank/Building Society you could be in breach of your mortgage conditions. If the property is free from charges we shall require written confirmation of this from you.
- We require confirmation that your property is adequately insured and that your buildings insurance has been paid to date.
- The Private Sector Leasing Scheme will require all Landlords who intend to join the scheme to submit a current Energy Performance Certificate.



SCHEDULE 1 TENANCY
(Paragraphs 5 and 10)
Homeless Persons
House not owned by Aberdeen City Council

TENANCY AGREEMENT

1. The Parties

This document is a Temporary Tenancy Agreement between ABERDEEN CITY COUNCIL, Town House, Broad Street, Aberdeen, AB10 1AQ ("the Landlord") and

.....

.....

("the Tenant")

2. The House

The full address of the house let under this agreement is:

.....

3. Period of tenancy

The tenancy will start on(the entry date). This is regardless of the date on which this Agreement is signed. This Agreement will continue from the entry date until Sunday.....and after that on a weekly basis until terminated in terms of clause 7 of this Agreement.

4. The Rent

The rent is £.....every week payable in advance by the Tenant on or before the first day of each rental period. The service charge is **£60.00** every week payable in advance by the Tenant on or before the first day of each rental period. If the entry date falls on any day other than a Monday, the rent and service charge payable by the Tenant for the period from the entry date until the start of the next rental period will be calculated on a pro rata basis and will be payable by the Tenant either on or before the entry date. The Landlord is entitled to change the amount of the rent or any service charge as long as it tells the Tenant in writing at least 28 days before the beginning of the rental period when the change is to start.

5. The Tenancy

The tenancy is not a Scottish secure tenancy in terms of the Housing (Scotland) Act 2001 ("the 2001 Act") by reason that, in terms of paragraph 5 of schedule 1 to the 2001 Act, the house is hereby let to the Tenant expressly on a temporary basis, for a term of less than 6 months, in fulfilment of a duty imposed on the Landlord by Part II (homeless persons) of the Housing (Scotland) Act 1987 as amended.

The tenancy is not a Scottish secure tenancy in terms of the 2001 Act by reason also that, in terms of paragraph 10 of schedule 1 to the 2001 Act, the house is leased by the Landlord from

another body and the terms of that lease preclude the letting of the house by the Landlord under a Scottish secure tenancy.

Accordingly, the Tenant does not have the right to buy the house under Part III of the Housing (Scotland) Act 1987 as amended.

6. Other Conditions of the Tenancy

The Landlord's obligations:-

- 6.1 To ensure that the house is habitable and tenantable, structurally sound and wind and watertight, and to keep the house in a reasonable state of repair and maintenance.
- 6.2 To maintain in good repair the structure and exterior of the house, including drains, gutters and external pipes.
- 6.3 To maintain the equipment in the house supplied by the Landlord including all fittings and fixtures.
- 6.4 To maintain in a reasonable state of repair the common areas associated with the house including entrance steps, paths, halls, stairways, banisters, lifts, rubbish chutes and any other common parts including the means of lighting.
- 6.5 To carry out necessary repairs within a reasonable period of time of becoming aware that the repairs need to be done.

The Tenant's obligations:-

- 6.6 To pay the rent and other charges each week and on time.
- 6.7 To occupy the house as a dwelling house only and not carry on any business activity at the house.
- 6.8 To adequately heat and ventilate the house.
- 6.9 To maintain the house, including the Landlord's fixtures, fittings and furnishings and other items belonging to the Landlord, in a satisfactory condition and in reasonable decorative order.
- 6.10 To keep any smoke detector installed by the Landlord in proper working order by testing it regularly and replacing the battery when necessary.
- 6.11 To tell the Landlord as soon as possible about any repairs which are needed to ensure the house is safe, sound, wind and watertight and equipped with the necessary basic services.
- 6.12 To pay the cost of repairing any damage which occurs to the house, furniture or other items belonging to the Landlord, fixtures or fittings or the common parts associated with the house due to neglect or misuse by the Tenant or any person living in the house or any person visiting the house.

- 6.14 To take due turn at cleaning communal areas including hallways, stairways, landings, bin areas and paths.
- 6.15 To allow access to the house by the Landlord's officers, agents and contractors, upon reasonable notice, for the purposes of inspection and carrying out repairs, servicing and improvements including the installation of cavity insulation, door entry systems, kitchens and windows. If the Tenant fails to allow entry, the Landlord may make forcible entry provided the Tenant has been given a reasonable opportunity to let the Landlord in voluntarily. If forcible entry is required, the Tenant will be liable for the costs of any damage reasonably caused. In an emergency, including where the house appears to have been abandoned, the Landlord has the right to make forcible entry to the house without notice. Where the house is left insecure or appears to have been abandoned, the Landlord may change the locks to ensure the security of the house.
- 6.16 To use any door entry system properly and with due care and attention so as not to cause damage to the system or nuisance to neighbours.
- 6.17 To accept responsibility for insuring the Tenant's own possessions within the house.
- 6.18 To attend appointments at the Landlord's Homelessness Section as arranged, in order to process the Tenant's homelessness application. Failure to attend appointments without a reasonable excuse or prior notification may result in the termination of this Agreement.
- 6.19 To remove all personal furnishings and belongings at the termination of this Agreement, leaving the house in a clean and tidy condition. For the avoidance of any doubt, the Landlord shall have no liability for any such furnishings or belongings remaining in the house after the date of termination of this Agreement and shall be entitled to dispose of such furnishings and belongings as it sees fit.
- 6.20 To return the keys for the house to the Landlord as soon as possible after the date of termination of this Agreement.
- 6.21 Not to cause, or allow members of the Tenant's household or visitors to the house to cause, alarm, distress, nuisance or annoyance to neighbours.
- 6.22 Not to commit, or allow members of the Tenant's household or visitors to the house to commit, any criminal offence in the house or the vicinity thereof.
- 6.23 Not to remove or dispose of any items of furniture, or other items, supplied by the Landlord. In the event of any such furniture or other items being removed or disposed of by the Tenant, the Landlord may recover from the Tenant the costs of replacing same.
- 6.24 Not to park a motor vehicle, caravan, trailer, boat or other vehicle on any area in the vicinity of the house or on ground attached to the house where such parking is likely to cause an obstruction or nuisance.
- 6.25 Not to keep any pets at the house.

7. Termination

This Agreement may be terminated by the Tenant giving 7 days' notice in writing to the Landlord or by the Landlord giving 28 days' notice in writing to the Tenant. The Tenant shall be responsible for all sums due in respect of the Tenant's occupation of the house up to the date of termination of this Agreement or the Tenant's removal from the house, whichever is the later, such sums including arrears of rent and service charges and repair costs chargeable to the Tenant.

8. Signatures

IN WITNESS WHEREOF this Agreement written on this and the preceding 4 pages is signed and witnessed at Aberdeen as shown below:

SIGNED FOR LANDLORD.....
NAME AND DESIGNATION.....
WITNESS NAME.....
WITNESS SIGNATURE.....
WITNESS ADDRESS.....
DATE:.....

SIGNED BY TENANT.....
WITNESS NAME.....
WITNESS SIGNATURE.....
WITNESS ADDRESS.....
DATE:.....

SIGNED BY TENANT.....
WITNESS NAME.....
WITNESS SIGNATURE.....
WITNESS ADDRESS.....
DATE:.....

SCHEDULE 1 TENANCY

(Paragraph 5)
Homeless Persons

TENANCY AGREEMENT

1. The Parties

This document is a Temporary Tenancy Agreement between ABERDEEN CITY COUNCIL, Town House, Broad Street, Aberdeen AB10 1AQ (“the Landlord”) and

.....

.....

(“the Tenant”)

2. The House

The full address of the house let under this agreement is:

.....

3. Period of tenancy

The tenancy will start on (the entry date). This is regardless of the date on which this agreement is signed. This agreement will continue from the entry date until Sunday.....and after that on a weekly basis until terminated in terms of clause 7 of this Agreement.

4. The rent

The rent is £.....every week payable in advance by the Tenant on or before the first day of each rental period. The service charge is £.....every week payable in advance by the Tenant on or before the first day of each rental period. If the entry date falls on any day other than a Monday the rent and service charge payable by the Tenant for the period from the entry date until the start of the next rental period will be calculated on a pro rata basis and will be payable by the Tenant either on or before the entry date. The Landlord will give the Tenant 28 days written notice of any alteration to the rent or service charge.

5. The Tenancy

The tenancy is not a Scottish secure tenancy in terms of the Housing (Scotland) Act 2001 (“the Act”) by reason that, in terms of paragraph 5 of schedule 1 to the Act, the house is hereby let to the Tenant expressly on a temporary basis, for a term of less than 6 months, in fulfilment of a duty imposed on the Landlord by Part II (homeless persons) of the Housing (Scotland) Act 1987 as amended. Accordingly, the Tenant does not have the right to buy the house under Part III of the Housing (Scotland) Act 1987 as amended by the Act.

6. Other Conditions of Tenancy

The Landlord’s obligations:-

- 6.1 To ensure that the house is habitable and tenantable, structurally sound and wind and watertight, and to keep the house in a reasonable state of repair and maintenance.

- 6.2 To maintain in good repair the structure and exterior of the house, including drains, gutters and external pipes.
- 6.3 To maintain the equipment in the house supplied by the Landlord including all fittings, fixtures and furniture and all other items.
- 6.4 To maintain in a reasonable state of repair the common areas associated with the house including entrance steps, paths, halls, stairways, banisters, lifts, rubbish chutes and any other common parts including the means of lighting.
- 6.5 To carry out necessary repairs within a reasonable period of time of becoming aware that the repairs need to be done.

The Tenant's obligations:-

- 6.6 To pay the rent and other charges each week and on time.
- 6.7 To occupy the house as a dwelling house only and not carry on any business activity at the house.
- 6.8 To adequately heat and ventilate the house.
- 6.9 To maintain the house, including the Landlord's fixtures, fittings, furnishings and other items belonging to the Landlord, in a satisfactory condition and in reasonable decorative order.
- 6.10 To keep any smoke detector installed by the Landlord in proper working order by testing it regularly and replacing the battery when necessary.
- 6.11 To tell the Landlord as soon as possible about any repairs which are needed to ensure the house is safe, sound, wind and watertight and equipped with the necessary basic services.
- 6.12 To pay the cost of repairing any damage which occurs to the house, furniture or other items belonging to the Landlord, fixtures or fittings or the common parts associated with the house due to neglect or misuse by the Tenant or any person living in the house or any person visiting the house.
- 6.13 To maintain in a satisfactory condition any garden ground attached to the house; use only the ground or space provided for washing or drying facilities and allow appropriate access for neighbours if a common path is shared.
- 6.14 To take due turn at cleaning communal areas including hallways, stairways, landings, bin areas and paths.
- 6.15 To allow access to the house to the Landlord's officers, agents and contractors upon reasonable notice for the purpose of inspection and carrying out repairs, servicing and improvements including the installation of cavity insulation, door entry systems, kitchens and windows. If the Tenant fails to allow entry, the landlord may make forcible entry provided the Tenant has been given a reasonable opportunity to let the Landlord in voluntarily. If forcible entry is required, the Tenant will be liable for the costs of any damage reasonably caused. In an emergency, including where the house appears to have been abandoned, the Landlord has the right to make forcible entry to the house without notice. Where the house is left insecure or otherwise

appears to have been abandoned, the Landlord may change the locks to ensure the security of the house.

- 6.16 To use any door entry system properly and with due care and attention so as not to cause damage to the system or nuisance to neighbours.
- 6.17 To accept responsibility for insuring their own possessions within the house.
- 6.18 To attend appointments at the Landlord's Homelessness Section as arranged, in order to process their homelessness application. Failure to attend appointments without a reasonable excuse or prior notice may result in the termination of this agreement.
- 6.19 To remove all personal furnishings and belongings at the termination of the tenancy, leaving the house in a clean and tidy condition. If any items belonging to the tenant remain in the house after this agreement is terminated the Landlord shall consider them to be abandoned and may dispose of them as it sees fit. The Tenant agrees that the Landlord shall not be liable for the cost of any items disposed of and the Tenant shall have no claim against the Landlord in respect of same.
- 6.20 To return the keys for the house to the Landlord as soon as possible after the termination date.
- 6.21 Not to allow anyone other than the homeless applicant(s) to occupy the property.
- 6.22 Not to cause, or allow members of the household or visitors to cause, nuisance or annoyance to neighbours.
- 6.23 Not to commit, or allow members of the household or visitors to commit, any criminal offence or behave in such a way as to cause alarm and distress to any other person, in or in the vicinity of the house.
- 6.24 Not to remove or otherwise dispose of any items of furniture or other items supplied by the Landlord. In the event of any furniture or other items being removed or disposed of, the Landlord may recover the costs of replacing same from the Tenant.
- 6.25 Not to park a motor vehicle, caravan, trailer or boat on any area in the vicinity of the house or on ground attached to the house which is likely to cause an obstruction or nuisance.
- 6.26 Not to keep any pets at the house.

7. Termination

This Agreement may be terminated by the Tenant giving 7 days notice in writing to the Landlord or by the Landlord giving 28 days notice in writing to the Tenant. The Tenant shall be responsible for all sums due in respect of the occupation of the house up to the date of termination of the Agreement or removal from the house, whichever is the later including arrears of rent and service charges and repair costs chargeable to the Tenant.

8. Signatures

IN WITNESS WHEREOF this Agreement typewritten on this and the preceding 3 pages are signed and witnessed at Aberdeen as shown below:

SIGNED FOR LANDLORD.....
NAME AND DESIGNATION.....
WITNESS NAME.....
WITNESS SIGNATURE.....
WITNESS ADDRESS.....
DATE:.....

SIGNED BY TENANT.....
WITNESS NAME.....
WITNESS SIGNATURE.....
WITNESS ADDRESS.....
DATE:.....

SIGNED BY TENANT.....
WITNESS NAME.....
WITNESS SIGNATURE.....
WITNESS ADDRESS.....
DATE:.....