

Aberdeen City Council

Scottish Secure Tenancy Agreement

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1 INTRODUCTION

1.1 This document is a Scottish secure tenancy Agreement between us, **Aberdeen City Council, Town House, Aberdeen**, and you:

(tenant/joint tenant)

and

(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 is referred to as the 'house' in this Agreement. The term 'common parts' is explained at paragraph 1.12. If you ask us, we will give you a more detailed description of the house and a plan outlining your rights relating to the common parts, and access to the house.

1.3 The full address of the house is:

1.4 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 _____ and after that on a 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 £ _____ every week payable in advance by you on or before the first day of each rental period. Rent free periods are shown on your rent card.

1.6 We will provide the following services in connection with the house

- £
- £
- £
- £

You must pay £ every week for this. You must pay it at the same time as the rent is payable. If you do not pay this amount, we will be entitled to withdraw the services and recover any outstanding charges from you, in addition to our other rights under this Agreement. If we withdraw the services, your obligations under this Agreement remain the same.

- 1.7** We may provide services in connection with your tenancy. These services may be provided directly by the Council or by an organisation contracted by the Council. If these services are provided then they will be clearly set out in a separate document. That document will also clearly set out the cost of these services and will state whether the services are optional or compulsory. That document will be a legal document signed by you and by the Council or, where appropriate, the organisation contracted by the Council to provide the services. Once that document is signed, it will become part of this Agreement. It is a condition of this Agreement that you pay for any compulsory services.
- 1.8** 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 more than once every twelve months. You have a right to a statement of our rent and service charge policy. See paragraph 8.5 for more details.
- 1.9** 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.
- 1.10** You can telephone us or write to us if you would like to know more about anything stated 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 Bureaux, Tenants' Associations, and the Equality and Human Rights Commission.
- 1.11** 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 audiotape), please tell us and we will provide you with one as soon as we can. However, in the event of any dispute, it is this version of the Agreement which is binding on you and us.

1.12 INTERPRETATION

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

- **We/us/our** – Aberdeen City Council.
- **You/your** – the tenant and any joint tenant.
- **Tenant** – includes any joint tenant.
- **Neighbour** – any person who lives near the house.
- **Neighbourhood** – the locality of the house.
- **Common Parts** – any areas shared in common with other tenants and/or

owner occupiers: this may include 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 entrance hall, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, loft spaces, 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.
- **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 or civil partner.
- **Anti-social** – 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.
- **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.
- **Short Scottish secure tenancy** – a tenancy as defined by section 34 of the Housing (Scotland) Act 2001.

1.13 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.

1.14 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.

1.15 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 charges identified at 1.5, 1.6 or 1.7 in the way described in paragraph 1.8; OR
- we or you apply to the sheriff under section 26 of the Housing (Scotland) Act 2001 for an order to change the tenancy agreement and the sheriff grants such an order.

1.16 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. A joint tenant can also withdraw from the tenancy.

2 USE OF THE HOUSE AND COMMON PARTS

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. If we ask, you must tell us who is living in the house. You must tell us who is living in the house when you take entry and of any later changes to who is living there.

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

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

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

- your neighbours or anyone within the neighbourhood.

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 the house;
- you must tell us if you intend to go away for more than four weeks and the house will be unoccupied during that time;
- if the 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.

2.3 RUNNING A BUSINESS

You must not run any kind of business, or allow any kind of business to be run, from the house without our written permission. You must get our written permission before you start doing any of these things. See paragraph 10.3 for more information about this. If we give permission, we may also increase your rent.

2.4 OVERCROWDING

You must not allow the 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.

2.5 KEEPING OF PETS

You must get our written permission before keeping a pet: see paragraph 10.3 for how to do this. We will not permit you to keep a dog unless it is registered under our Dog Registration Scheme. You will not be permitted to keep any pet if doing so is prohibited by the Dangerous Dogs Act 1991 or any other law, or if the pet is classed as a dangerous wild animal in the Dangerous Wild Animals Act 1976. Before giving our permission, we will need to be satisfied that:

- a) keeping the pet will not be contrary to the public interest for reasons of safety, nuisance (including fouling or noise or smell) or any other reason (including reasons related to the type of house you live in);
- b) you are a suitable person to keep the pet on the basis (where relevant) of knowledge, experience and training;
- c) the conditions and facilities you will provide for the pet are adequate to ensure that it will have-
 - freedom from hunger and thirst;
 - freedom from discomfort;
 - freedom from pain, injury or disease;
 - freedom to express normal behaviour;
- d) the pet's diet does not include live animals, insects or other creatures.

We may require you to provide us with a vet's certificate about any of these matters, at your expense.

2.6 ILLEGAL OR IMMORAL USE

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: possessing, producing or dealing in controlled drugs; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.

2.7 HEATING

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

2.8 CLEANING OF COMMON PARTS

You must take your turn, with all other tenants and owner-occupiers sharing the common parts, in keeping them clean and tidy. If you share a common stair, you must also take your turn in regularly cleaning, washing and keeping tidy the common stair, its windows, banisters and any bin chute accesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work stated 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.

2.9 USE OF COMMON PARTS

You must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying areas. All ropes, props and other items shall be taken down and stored when not in use for drying washing and the like. You must comply with any rotas we lay down 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.

2.10 MAINTENANCE OF GARDEN AREAS

If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming overgrown, 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 stated 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. Except in an emergency, you must not remove, chop down or destroy any bushes, hedges or trees without our written permission. You must ensure that any trees in the garden are kept in a safe condition and that any work you do on them is done safely.

2.11 SHARED GARDEN

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 stated 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. Except in an emergency, you must not remove, chop down or destroy any bushes, hedges or trees without our written permission. You must ensure that any trees in the garden are kept in a safe condition and that any work you do on them is done safely.

2.12 MUTUAL PATHS

If you live in a block of terraced houses where the whole block belongs, or belonged, to us and your rear garden does not have direct access to or from a public road, you will have the right to use the mutual path serving the end house in the block. The path may be used for carrying in fuel, garden manure, or other articles or matter which cannot conveniently be carried through the house and for removing garden produce, waste and the like. Our decision will be final if there is any dispute as to the use of the path. If you use the mutual path, you will be responsible for cleaning and tidying it and its surrounds after use. Where necessary to allow future improvement or extension of any house, we may stop up or reroute any mutual path. If you live in an end terraced house, you must give access over the mutual path and must not place any obstruction on the path or impede access in any way.

2.13 STORAGE

No property belonging to you or anyone living with you or anyone visiting you, including bicycles, motorcycles or prams, may 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 HOUSEHOLD RUBBISH

You must put all your household rubbish for collection in the wheeled bin, 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 the collection. Rubbish containers must 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 USE OF HEATERS FIRED BY LPG

You must not use heaters fuelled by any kind of liquefied petroleum gas (for example Calor Gas) or store such gas if the house is in a building more than 2 storeys high. In any other kind of house, you must not keep more than 2x15kg bottles of liquefied petroleum gas in the house at any one time.

2.16 STORAGE OF PARAFFIN etc

You must not keep more than 5 litres of paraffin in the house. You must take all reasonable precautions to prevent risks (such as fire and explosion) arising from the use or storage of paraffin or other inflammable or dangerous substances in the house.

2.17 PARKING OF VEHICLE, CARAVAN OR TRAILER

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
- you have an authorised runway consisting of a vehicle hardstanding and lowered roadside kerb; OR
- we have given you written permission (see paragraph 10.3); AND, in every case
- it does not cause a nuisance or annoyance or obstruction to your neighbours.

2.18 EXTERNAL STORAGE

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

- the land is set aside for that purpose; OR
- we have given you written permission (see paragraph 10.3); AND, in every case
- it does not cause a nuisance or annoyance or obstruction 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 10.3 for more details.

3 RESPECT FOR OTHERS

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

3.2 'Anti-social' 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-fis, radios, musical instruments and DIY tools;
 - fail to control any pets properly or allow them to foul or cause damage to other people's property;
 - allow visitors to the house to be noisy or disruptive;
 - use the 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 anti-social way:
- run a business from the house;
 - park any vehicle, caravan or trailer;
 - carry out work to any type of vehicle, caravan or trailer;
 - use alcohol.

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

- 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 and comply with the necessary licence or 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.
- 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 start to investigate your complaint within one week. 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 from one of the sources listed in paragraph 1.10.

4 SUB-LETTING, ASSIGNATION AND EXCHANGE OF YOUR TENANCY REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

4.1 If you want to:

- take in a lodger; OR
- sub-let part or all of the 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 do this, you must tell us in writing:

- the details of the proposed change including who you want to sub-let or assign or give up possession to, take in as a lodger 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 sub-letting, lodging, assignation, giving up of possession or exchange to take place.

If you want another person to be a joint tenant, both of you must apply to us in writing. The other person must use the house, or intend to use the house, as his or her only or principal home. We will not unreasonably refuse permission.

You will not be permitted to (i) take in more than one lodger who is not of the same family as you; or (ii) sub-let part or all of the house to more than one person who is not of the same family as you. For the purposes of this paragraph 4.1, a person is a member of the same family as you if he/she falls within the definition of family member contained in Article 2(5) of the Civic Government (Scotland) Act 1982 (Licensing of Houses in Multiple Occupation) Order 2000. We can provide you with further information about who constitutes a member of the same family as you if you ask us to.

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.

4.2 We will not unreasonably refuse permission for an assignation, sub-letting, giving up of possession or taking in of a lodger. Reasonable grounds for refusing permission, however, 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 building of which the house forms part) which would affect the part of the house connected with the proposed change.

These examples do not in any way alter our general right to refuse permission on reasonable grounds (which may include, for example, outstanding debt relating to an Aberdeen City Council tenancy). 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 10.3 for more details on getting permission.

4.3 We will not unreasonably refuse permission for a mutual exchange of the 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;
- you have carried out unauthorised alterations or caused damage to your house.

These examples do not in any way alter our general right to refuse permission on reasonable grounds (which may include, for example, outstanding debt relating to an Aberdeen City Council tenancy). See paragraph 10.3 for more details on getting permission.

4.4 If you are married or in a civil partnership, or if you live in the house with someone as husband and wife or as if you are civil partners, we may need their consent to the proposed change. If you are a joint tenant, we will need the written consent of the other tenant or tenants 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. See paragraph 6.8.

5 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

- 5.1** In this Agreement, the words 'repair' and 'repairs' include any work necessary to put the house into a state which is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation.
- 5.2** Before the start of the tenancy, we will inspect the 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.
- 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 other respects, reasonably fit for human habitation. We will carry out such 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 reasonably competent contractor, using appropriate 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 the 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. See paragraph 5.5. 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 the 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 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.
- 5.7** We will:
- keep in repair the structure and exterior of the house. See paragraph 5.5;
 - 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),
 - water heating,
 - space heating (for example, central heating) including fireplaces, flues and

chimneys.

Installations include those which we own or lease which directly or indirectly serve 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.
- For any fixtures or fittings that you have installed and that use gas, we will require, as a condition of our consent, that the installer is approved by us and that the installer or another person approved by us maintains the fixture or fitting for the first year after installation. At the end of that first year, we will assume responsibility for maintaining the fixture or fitting as long as the installation has been maintained satisfactorily. If the fixture or fitting has not been installed or maintained satisfactorily you will be required to bring it up to an acceptable standard.
- 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.
- If the 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.

5.8 Nothing stated 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 the 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 they do not fall into any of the above categories and you have reported the damage to the police and us as soon as the damage is discovered).

5.9 At our discretion, we will carry out necessary repairs due to fire, flood, other perils or Act of God, within a reasonable time, or offer suitable alternative 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.

5.10 We have the right to come into the 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 except in an emergency. We have the right of access to the house in order to:

- lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity,
- fit or replace or repair smoke detectors, or other safety-related appliances, or security-related appliances including door-entry systems,
- inspect or service any gas appliances,
- undertake any other servicing or maintenance work which we consider necessary, and
- Carry out improvement works in accordance with the Scottish Quality Housing Standards (or such standards as may replace or supercede same)

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 to the house or the common parts, 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 the house without notice.

- 5.11** If we know that any house or flat adjoining the 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.
- 5.12** If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we may reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.

REPAIRS AND MAINTENANCE: YOUR RESPONSIBILITIES AND RIGHTS

- 5.13** 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. We operate a telephone service outside office hours for emergency repairs only.
- 5.14** You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs (including the regular cleaning of the flue should you have a solid fuel fire) 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.
- 5.15** If we have delayed or failed to carry out certain types of repair, then you may

have the right under The Scottish Secure Tenants (Right to Repair) Regulations 2002 to have the work done by a specified contractor. This right will be explained to you if you report a repair which qualifies under these regulations. You may also be entitled to compensation.

5.16 If we have failed to carry out repairs that we are required to do under this Agreement, you may 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 three months have passed since you made the formal complaint under the complaints procedure and we have failed to resolve the complaint to your satisfaction.

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.

5.17 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

5.18 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, vehicle runway, greenhouse, pigeon loft, fence, wall 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 10.3 for more details about the procedure.

5.19 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. You must apply for this compensation in writing no earlier than 28 days before your tenancy ends and no later than 21 days afterwards.

- 5.20** 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.
- 5.21** From time to time we may, subject to your prior written consent, carry out modernisation work to the house which may include, but is not limited to, replacement of kitchens and/or bathrooms. Where you have consented in writing to such modernisation work being carried out but you subsequently withdraw your consent or otherwise prevent such work being carried out (for example, by failing to provide access to the house), we will be entitled to charge you for any costs we have incurred in connection with the planning and organising of the modernisation work. If you consent to the modernisation work being carried out, you will be informed by us in writing of the sum you would be required to pay to us if you subsequently withdrew your consent prior to the modernisation work being completed or if you otherwise prevented its completion.
- 5.22** If we are carrying out modernisation work to the kitchen of the house, we may lend you temporary cooking equipment, for example a portable cooker, for your use whilst the modernisation work is being carried out. Within 2 days of the modernisation work being completed you must return the temporary cooking equipment to us in a clean condition and in full working order. If you fail to do so we will be entitled to charge you for this failure. Before we lend you such cooking equipment, we will inform you in writing of the sum that you would be required to pay to us if the temporary cooking equipment is returned by you dirty or broken, or not returned at all.

6 ENDING THE TENANCY

The Tenancy can be ended in any one of the following ways described in paragraphs 6.1 to 6.7::

6.1 By Notice

You give us at least four weeks' notice. You must tell us at the same time if you are married or in a civil partnership or if you live in the house with another person as husband and wife or as if you are civil partners. 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 or in a civil partnership or if you live in the house with another person as husband and wife or as if you are civil partners. 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 and your lawful sub-tenants 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 stated in that Act.

- you owe us rent or you have broken some other condition of this Agreement.
- you, someone residing in the 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 sub-tenant or somebody in your household.
- you, and your spouse or 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 the house, or anyone visiting it, has acted in an anti-social 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.

- you or someone residing in the 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 the 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 the 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 civil partner (or ex-husband or ex-wife or former 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. If you have left property in the house, we will store it, if we deem the value justifies it, for six months from the date on which we took possession of the house. We will have the right to make a charge for this and to dispose of any such property remaining in our custody after expiry of that 6 month period.

OR

6.5 By Death

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

OR

6.6 By Sale to You

If you buy the house from us, your tenancy will terminate on the date of transfer of ownership (your solicitor will clarify when this occurs). Until that point, this

Agreement remains in force. See paragraph 10.1.

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, we may serve a notice on you converting your tenancy to a short Scottish secure tenancy. Your tenancy under this Agreement ends immediately 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 joint 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 eight weeks. That second notice will not, however, terminate the tenancy which will continue in the name of the remaining tenants. That joint tenant has a right to make application to the sheriff within eight weeks after the date of service of that second notice.

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(s). That notice will not, however, terminate the tenancy which will continue.

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

- leave the house in a clean and tidy condition;
- remove all your belongings;
- make sure any lodgers or sub-tenants leave with you;
- allow us access to the house before you move out, at reasonable times, to show new tenants round and to carry out a pre-vacation inspection;
- 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 5.18;
- 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 5.19;
- leave the house in good decorative order;
- do the repairs you are obliged to do;

- give us a forwarding address.

7 AFTER THE TENANT'S DEATH

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

7.2 Level One

- your husband or wife 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 six months immediately before your death. 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 your death; AND
- the house was his or her only or principal home at the date of your death.

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 your death;
- the house was his or her only or principal home at the date of your death;
- he or she gave up another only or principal home before your death;
- he or she is providing, or has provided, care for you or a member of your family.

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 six months after the last death. The tenancy will not be a Scottish secure tenancy for that period.
- 7.8** The provisions noted in paragraphs 7.1 to 7.7 are a summary of the law which is stated within section 22 of the Housing (Scotland) Act 2001. This summary does not alter that law.
- 7.9** If the tenancy ends following your death we will make separate arrangements with your representatives regarding access for them to clear your belongings from the house.

8 INFORMATION AND CONSULTATION

- 8.1** You are entitled, under the Data Protection Act 1998, to inspect personal information held on you in our housing files. We will provide photocopies of this information on request. We may make a small charge for this. We will provide you with a copy of any such information we hold within forty days of your request in writing. You may have other rights under that Act 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.
- 8.3** If you would have the right to buy the house, we will, before the creation of the tenancy, give you information about your right to buy the house and the obligations which you are likely to incur if you decide to buy the house. See paragraph 10.1.
- 8.4** We will give you information about our complaints procedure.
- 8.5** On request, we will provide you with free information relating to:

- i) the terms of your tenancy;
- ii) our policy and procedures on setting rent and service charges;
- iii) 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;
- iv) the right to buy the house (if you have such a right);
- v) the obligations which you are likely to incur if you decide to buy the house;
- vi) our tenant participation strategy;
- vii) our arrangements for taking decisions about housing management and related services.

8.6 We will consult you about making or changing:

- i) policies regarding housing management, repairs and maintenance if the proposal is likely to significantly affect you;
- ii) proposals for changes in rent and service charges where you are to be affected;
- iii) proposals for the sale or transfer of the house to another landlord;
- iv) decisions about the information to be provided relating to our standards of housing management and performance;
- v) performance standards or targets in relation to housing management, repairs and maintenance;
- vi) 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 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, Tenants' Association or the Equality and Human Rights Commission.
- 9.3 If you think we have failed to carry out any of our material obligations under this Agreement, you may 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:
- i) you have told us in writing why you think we have broken this Agreement; AND
 - ii) we have not fulfilled our obligations within a reasonable period; AND
 - iii) you have made a formal written complaint under our complaints procedure (see paragraph 9.1); AND
 - iv) you have gone through all stages of the complaints procedure (see paragraph 9.1), and you are still dissatisfied; OR we have failed to resolve your complaint to your satisfaction within three months of the date of your first complaint under the complaints procedure.

If you decide to withhold your rent:

- i) you should tell us in writing that you intend to withhold your rent and give us a reasonable opportunity to put things right before starting to do so;
- ii) you must continue paying any other money due to us;
- iii) you must keep safely all the rent that you have withheld. You are not entitled to spend any of it without our written agreement or by getting a court order;
- iv) our rights under this Agreement continue.

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 GENERAL PROVISIONS

10.1 RIGHT TO BUY

In some circumstances, a tenant of a house let under a Scottish secure tenancy may have the right to buy the house under Part III of the Housing (Scotland) Act 1987 as amended by the Housing (Scotland) Act 2001, the Housing (Scotland) Act 2010 and other legislation. Where such a tenant does have the right to buy, the price and other terms will be decided according to the terms of Part III of the Housing (Scotland) Act 1987 as so amended. Please see the information about the right to buy which we will already have given you.

10.2 MANAGEMENT SERVICES

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

10.3 PERMISSIONS

i) 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.

ii) If we refuse permission, we will tell you what the reason is. We will give you our decision in writing as soon as possible.

iii) We may give you permission on certain conditions. We may withdraw our permission if the activity which we have given you permission for is carried on in a manner which is anti-social to anyone in the neighbourhood.

iv) If you object to our decision, you can appeal using our complaints procedure.

v) If the request for permission is about taking in a lodger, sub-letting, assignation or exchanging the house (see Part 4), 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.

vi) If the request for permission is about alterations or improvements etc. to the house (see paragraph 5.18), 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. You should consult with a solicitor as a matter of urgency if you wish to apply to the sheriff. You can appeal against a refusal or the conditions we have attached.

vii) If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see paragraphs 2.3 to 2.19) and we refuse permission, you have a right of application to the sheriff.

10.4 SENDING DOCUMENTS TO US

If you want to send any form of document to us, it will be sufficient if you send or deliver it to us at our headquarters or our local office.

EXAMPLE

10.5 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 LOWER GROUND FLOOR WEST, MARISCHAL COLLEGE,
BROAD STREET, AB10 1AB
DATE

SIGNED BY TENANT/
JOINT TENANT
WITNESS NAME
WITNESS SIGNATURE
WITNESS ADDRESS LOWER GROUND FLOOR WEST, MARISCHAL COLLEGE,
BROAD STREET, AB10 1AB
DATE