

# Your Scottish Secure Tenancy Agreement



**LANGSTANE**

HOUSING ASSOCIATION LTD



**This is an important document, please keep it  
in a safe place and retain for future reference**

**CONTENTS**

	Page No.
Interpretation	1
Changes To The Tenancy Agreement	2
Joint & Several Liability	2
Use Of The Property & Common Parts	2
Pets	3
Respect For Others	5
Subletting, Assignment & Exchange	6
Repairs & Maintenance	7
Alterations & Improvements	10
Ending Your Tenancy	11
Death	14
Information & Consultation	15
Complaints	16
Right To Buy	17
Management Services	17
Permissions	17

**1 INTRODUCTION TO YOUR SCOTTISH SECURE TENANCY AGREEMENT**

- 1.1 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 4 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 12 months. You have a right to a statement of our rent and service charge policy. See clause 8.3 for more details.
- 1.2 If you break any part of this Agreement, we may:
- take legal action against you (including eviction proceedings) AND
  - charge you for any resultant losses we have suffered including any legal expenses as assessed by the court.
- 1.3 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 Bureaux, Tenants Associations, the Commission for Racial Equality and the Equal Opportunities Commission.
- 1.4 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), 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.

**1.5 INTERPRETATION**

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

- We/us - the Landlord.
- You - the Tenant and any Joint Tenant.
- Tenant - includes any Joint Tenant.
- Neighbour - any person living in the locality.
- Neighbourhood - the locality of your property.
- 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.
- Property - see paragraph 5.2.
- Partner- 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, partner, parent, grandparent, child (including a child treated by you as your child), grandchild, brother, sister, uncle, aunt, niece, nephew; and any of those of your spouse or partner.
- Anti-social - see paragraph 3.2 .
- Overcrowding - more people are permanently living in the house than is allowed by law.
- Scottish Secure Tenancy - a Tenancy as defined by Section 11 of the Housing (Scotland) Act 2001.

1.6 This Tenancy 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.

1.7 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.

## 1.8 CHANGING THIS TENANCY 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 1.1; 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.

## 1.9 JOINT AND SEVERAL LIABILITY

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

## 2 USE OF THE PROPERTY AND THE COMMON PARTS

2.1 You must take entry to the property, 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 property with you, as long as this does not lead to overcrowding. If we ask, you must tell us who is living in the property. You should tell us as soon as there is a change in those who are living in your property.

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

- the property;
- decoration;
- our furniture;
- the fixtures and fittings;
- the common parts;
- your neighbour's property.

For example:

- before you leave the property, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your property;
- you must tell us if you intend to go away, for more than 4 weeks;
- if your property 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 You and anyone living with you must not run any kind of business from the property. However, if you ask us, we may give permission. See part 10.3 of this Agreement for more information about doing this.

2.4 You must not allow your property 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 transfer. We will try to get you a larger property. 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 doing so.

## 2.5 KEEPING OF PETS

Prior permission needs to be obtained for the keeping of pets.

The following conditions apply;

- your dog is not prohibited by the Dangerous Dogs Act 1991 , or by any other law;
- you are responsible for the behaviour of any pets owned by you or anyone living with you;
- you must take all reasonable steps to supervise and keep pets under control;
- you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet;
- you must take reasonable care to see that pets do not cause damage to the property, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts;
- the Landlord is entitled to ask you to remove the pet if causing nuisance or damage;
- you are responsible for cleaning up your dog's faeces.

2.6 You must not use or allow the property 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.

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

2.8 You must take your turn, with all other Tenants or residents 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 contained in this paragraph, we will do it and charge you for it. This is in addition to any other legal remedies open to us.

- 2.9 If you have exclusive use of a garden attached to the property, you must take reasonable care to keep it from becoming overgrown, untidy or causing a nuisance. If you fail to do this, we are entitled to decide exactly what work requires to be done 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 will do it 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.
- 2.10 No property belonging to you or anyone residing with 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.
- 2.11 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).
- 2.12 Paraffin heaters and LPG heaters (e.g. Calor gas heaters) are prohibited.
- 2.13 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.
- 2.14 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.
- 2.15 If you want to change any part of this Agreement, which restricts your use, or enjoyment of the property, 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 your property.
- 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 and musical instruments and DIY tools;
  - fail to control your pets properly or allow them to foul or cause damage to other people's property;
  - allow visitors to the property to be noisy or disruptive;
  - use the property, 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 property, 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.
- 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 property;
  - 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 property or store in the property 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.
- 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 should report it to us. We will investigate your complaint within 14 days. 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 should use our complaints procedure to report the matter. You may also wish to take independent advice.

#### 4 SUB-LETTING, ASSIGNATION AND EXCHANGE OF YOUR TENANCY

4.1 If you want to:

- take in a lodger; OR
- sub-let part or all of the property; OR
- assign the Tenancy (pass on the Tenancy to someone else); OR
- carry out a mutual exchange; OR
- change your Tenancy to a joint Tenancy;

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 to, take as a lodger or joint Tenant or exchange with (and the property 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, exchange or change in Tenancy to take place.

If you want to assign your Tenancy, the property 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.

If you are the Tenant of a fully mutual housing co-operative the assignee, sub-tenant or Tenant moving into the property as a result of an assignation, sub-let or exchange you must become a member of the fully mutual housing co-operative before the move takes effect.

We will not unreasonably refuse permission for an assignation, sub-letting, joint Tenancy or taking a lodger. 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;
- the rent or deposit that you propose charging is unreasonable;
- the proposed change would lead to the criminal offence of overcrowding;
- we intend to carry out work on the property, which would affect the part of the property connected with the proposed change.

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 10.3 for more details on getting permission.

4.2 We will not unreasonably refuse permission for a mutual exchange of the property. The exchange must be with another Tenant who is also a Tenant of a local authority landlord, a registered social landlord, and a water/sewerage authority. 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;
- the property was let to you because of your employment with us;
- the property was designed or adapted for persons with special needs and if the exchange were allowed, there would be no person living in the property who required those designs or adaptations;
- the exchange property is substantially larger than you and your family need or it is not suitable for the needs of you and your family;
- the proposed change 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 10.3 for more details on getting permission.

4.3 If you are married, or if you live in the property with a partner, we may need their consent to proposed changes. 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, a separate procedure applies. See paragraph 6.8.

#### 5. REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

##### REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS

5.1 In this Agreement, the word 'repair' includes any work necessary to put the property 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 the property 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 property 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 put the property in a condition which is tenable, wind and watertight and, in all other 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 the property. We will repair any other defect we find which will significantly affect your use of the common parts, or the property, 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 the property 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 property 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 property so that any Tenant who we might reasonably expect to live in the property can heat the property to a reasonable temperature at a reasonable cost, so as to avoid condensation dampness and mould. If during the Tenancy, the property suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the property (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 property falls short of the current building regulations by reason of disrepair or sanitary defects.
- 5.8 We will:
- keep in repair the structure and exterior of the property;
  - keep in repair and in proper working order, any installations in the property provided by us for;
  - the supply of water, gas and electricity,
  - sanitation (for example basins, sinks, baths, showers, toilets),
  - hot water heating,
  - space heating (for example central heating) including fireplaces, flues and chimneys.

- Installations include those, which we own or lease which directly or indirectly serve the property. 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 property at the end of the Tenancy unless we have specifically agreed.
- We will inspect annually any gas installations in the property 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 property 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 Bye-Laws in force in your area.

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 Bye-Laws.

- 5.10 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully or negligently by you, anyone living with you or an invited visitor to the property. 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 appropriate and available. Until that time, we will try to help you to get temporary accommodation if the property is uninhabitable.

- 5.12 We have the right to come into the property 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 the property in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and 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 property adjoining yours, which we own, is likely to remain unoccupied for longer than 4 weeks, we will take all reasonable steps to avoid damage or danger to you or your property arising from that property being unoccupied.

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

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

### **REPAIRS AND MAINTENANCE: YOUR RESPONSIBILITIES AND RIGHTS**

5.16 You must report to us, as soon as reasonably possible, any damage to the property, 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 an emergency telephone service outside office hours. Details of this service and telephone numbers are set out in a separate document.

5.17 You are responsible for taking reasonable care of the property. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the property 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 If we have delayed or failed to carry out certain types of repair, the Scottish Executive intends to make regulations, which will give Tenants the right to have certain repairs earned out. You may also be entitled to compensation.

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 responsible for insuring your personal possessions against loss or damage caused by fire, flood, theft, accident, etc.

### **ALTERATIONS AND IMPROVEMENTS**

5.21 If you want to:

- alter, improve or enlarge the property, fittings or fixtures;
- add new fixtures or fittings (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 property;

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 1 0.3 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 property 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 ENDING THE TENANCY**

The Tenancy Agreement can be ended in any one of the following ways.

### **6.1 By Notice**

You, together with any joint Tenant, give us at least 28 days written notice. You must tell us at the same time if you are married or if you live in the property with your partner. If you do, their agreement may also be required.

OR

### **6.2 By Written Agreement**

By written agreement between you, any joint Tenant, and us. You must tell us at the same time if you are married or if you live with your partner. 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. People who live with you also have a right to be represented. 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 your spouse, partner, sub-tenant, lodger, assignee, Joint Tenant or member of your family aged 16 or over; if we know about them. 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.
- someone residing in the property, or anyone visiting it, has been convicted of using the property or allowing it to be used for illegal or immoral purposes or of a criminal offence, punishable by imprisonment, which was committed in the property or the locality.
- the condition of the property or common parts, or furniture we have supplied, has deteriorated because of the fault of you or somebody in your household.

- you, and your spouse or partner, have been absent from the property for more than 6 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 property.
- someone residing in the property, or anyone visiting it, has been anti-social to anyone else in the locality and it is not reasonable for us to transfer you to another property.

In all the above cases, the Sheriff must also be satisfied that it is reasonable to make an order for eviction.

- someone residing in the property has been guilty of harassment, nuisance or annoyance in or in the neighbourhood of the property, or has continued to cause alarm or distress to someone in the locality and it is appropriate, in our opinion, to transfer you to another property.
- the numbers of people in the property amount to the criminal offence of overcrowding.
- we intend to demolish or carry out substantial work to the property (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 property has been designed or adapted for people with special needs and no one in your household has such special needs but we require the property for someone who has.
- the property is part of a larger group of properties, 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 property for someone who has.
- we have leased the property from somebody else and that lease has ended, or will end, in 6 months.
- the Landlord is an islands council, the property is held for education purposes, it is occupied by someone who used to be employed by the council for education purposes and now it is needed for someone else for those purposes.

In the 7 cases above, the Sheriff must grant an order for eviction if we also offer you a suitable alternative property as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001.

- we want to transfer the property to your spouse (or ex-husband or ex-spouse) or partner, where one of you no longer wishes to live with the other. In this case, we will offer you a suitable alternative property 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 Property. In this case, we may forcibly enter the property to make it secure. We will also give you at least 4 weeks' notice that we believe that you have abandoned the property. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the property, we may repossess it by service of another notice. You have a right to make application to the Sheriff against repossession within 6 months. We will secure the safe custody and delivery to you of any possessions, which are found in the property. We will have the right to make a charge for this and to dispose of any possessions if you have not made arrangements for delivery of same 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 appropriate. Note: this paragraph does not apply to all Tenants).

If you buy the property 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 anti-social 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 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 your joint Tenant has abandoned the property, we will give that Tenant 4 weeks' notice. If we have reasonable grounds for believing, at the end of the 4-week period, that the Joint Tenant has abandoned the property, 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.

#### 6.9 Termination by Joint Tenant alone

A joint Tenant may, at any time, end his or her interest in the Tenancy of the property by giving 4 weeks' written notice to us and to the other joint Tenant. That notice will not however, terminate the Tenancy, which will continue.

#### 6.10 On leaving the property, you must do the following:

- leave the Property 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 property before you move out, at reasonable times, to carry out inspections or to show new Tenants round;
- return 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 clause 5.22 above;

- leave the property 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 AFTER THE TENANT'S DEATH

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

7.2 Level One

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

In the case of a partner, he or she must also have occupied the property as his/her only or principal home for at least 6 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 death;
- the property was his or her only or principal home at the date of 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 death;
- the property 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.

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 someone qualifies for the Tenancy but does not want it, they should tell us in writing within 4 weeks of the death and leave the property within 3 months. Rent will be charged only for the actual period of occupation.

7.6 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 property 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.

7.7 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 INFORMATION AND CONSULTATION

8.1 You are entitled, under the Data Protection Act 1998 to inspect personal information held on you in the housing files. We will provide photocopies of this information on request. We may make a charge for this service. Please ask us for the current charge. We will provide you with a copy of any such information we hold within 28 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 Before the beginning of the Tenancy we will give you information about your right to buy the property and the likely consequences for you if you decide to buy the property and we will give you information about our complaints procedure.

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

- the terms of your Tenancy and our policies on the following;
- rent setting and service charges,
- allocations,
- transfers of tenancies,
- exchanges of properties between Tenants, including where one party to the exchange is the Tenant of another social landlord,
- repairs and maintenance,
- the right to buy the property and the likely consequences for you if you decide to buy the property;
- we will also supply information on 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;
- proposals for the sale or transfer of the property 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 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 GENERAL PROVISIONS

### 10.1 RIGHT TO BUY

You may have the right to buy the property under Part III of the Housing (Scotland) Act 1987 as amended by the Housing (Scotland) Act 2001. The price and other terms will be decided according to the terms of those Acts.

### 10.2 MANAGEMENT SERVICES

You have the right, in terms of Section 55 of the Housing (Scotland) Act 2001 together with other local Tenants in a Tenant management co-operative, to seek to take over or perform 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

- Where this Tenancy Agreement requires you to obtain our permission for anything you must make your request in writing. We will not refuse the request unreasonably.
- If we refuse permission, we will tell you what the reason is. We will give you our decision in writing as soon as possible.
- We may give you permission on certain conditions. We may withdraw our permission if the activity, which we have given you permission for, is anti-social to anyone in the neighbourhood.
- If you object to our decision, you can appeal using our complaints procedure.
- If the request for permission is about taking a lodger, sub-letting assignment exchanging the property or creating a joint Tenancy (see Part 4 of this agreement) we will reply to your written request within 1 month of receipt of the written application. If we do not reply within 1 month, we are taken to have agreed to your request. If we refuse this kind of permission, we must notify you of the reasons for our refusal in writing within 1 month of receipt of your application. If you are unhappy about our refusal you have the right to make application to the Sheriff.
- If the request for permission is about alterations or improvements, etc., to the property (see paragraph 5.21 of this Agreement), we will reply to your written request within 1 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 1 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 1 month of receipt of your written application. If you are unhappy about our refusal you have the right to make application to the Sheriff. You can appeal against a refusal or the conditions we have attached.
- If the request for permission is about changing the terms of the Tenancy relating to your use or enjoyment of the property (see paragraphs 2.3 and 2.15) and we refuse permission, you have a right of application to the Sheriff.

### 10.4 NOTICES

If you want to send any form of document to us, it will be sufficient if you send or deliver it to us at our headquarters or one of our local offices. If we want to send you any document, we will send it to your property. We will be entitled to assume that this is your current address and that all documents to you should be sent there unless you tell us in writing that you want anything to be sent to another address.



**Head Office:**  
680 King Street  
Aberdeen AB24 1SL  
Tel: 01224 423000

email: [info@langstane-ha.co.uk](mailto:info@langstane-ha.co.uk)  
[www.langstane-ha.co.uk](http://www.langstane-ha.co.uk)