

GARDEEN HOUSING ASSOCIATION LIMITED

32 Garlieston Road, Barlanark, Glasgow, G33 4UD, Tel: 0141 771 9590



SCOTTISH SECURE TENANCY AGREEMENT

Name:

Name:

D.O.E:

Address:

BARLANARK

GLASGOW

G33 4

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Gardeen Housing Association is a Limited Company in terms of the Industrial and Provident Societies Act 1965. Registered with the Scottish Housing Regulator: Reg No. HAC 214, Financial Services Authority: Reg No. 2326 RS and Scottish Charity No. SC 037 681

IMPORTANT NOTICE

This Scottish Secure Tenancy Agreement is an important legal document. It will be explained to you by an officer of the Housing Association. Please make sure that you understand its terms before signing this document. If you wish you may obtain independent advice. If you fail to meet your obligations under this agreement, your landlord may take action to end your tenancy.

1 INTRODUCTION

1.1 This document is a Scottish Secure Tenancy Agreement between us:

Gardeen Housing Association Limited (the Association) whose registered office is at: 32 Garlieston Road, Barlanark, Glasgow, G33 4UD; which is registered with The Scottish Housing Regulator and is subject to supervision and monitoring by The Scottish Housing Regulator and you:

	Tenant/Joint Tenant
N/A	Joint Tenant

We agree to rent accommodation to you on the terms and conditions in this Agreement. The accommodation includes the fixtures and fittings contained within it, the use of the common parts and the means of access to it. It also includes any other facilities that we may specify in writing to you. It is referred to as the 'house' in this Agreement. The term 'common parts' is explained at paragraph 1.11. If you ask us, we will give you a more detailed description of the house, the fixtures and fittings in it, the common parts relating to it and the means of access to it, if appropriate by means of a plan.

1.2 The full address of the house is:

Barlanark
Glasgow
G33 4

The house includes:

Property type:

1.3 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 the last day of the month and on a calendar monthly basis thereafter.

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

1.4 The rent and any service charge is and is payable by the Tenant calendar monthly, in advance, before the 28th day of each calendar month.

1.5 The Association will provide the following services in connection with the property for which the Tenant will pay a service charge (which may be variable) to be included in the total sum due each month. It is a condition of this agreement that you pay for the services provided.

N/A

The Association at its discretion may introduce new services or vary existing services, and in that event the Association will be entitled in respect of the services so introduced or varied to amend the service charge then current. The Association will consult with the Tenant on any proposed changes.

1.6 For the avoidance of doubt you are quite separately liable for the payment of the council tax and/or any other burden imposed by the local authority or water authority. In the event of you failing to meet these obligations and the Association being held to be liable, the sum charged will be recovered from you by the Association.

1.7 We will consult you about any proposed increase in rent or service charge and have regard to your opinions before we make our decision. We are entitled to change the amount of rent and any service charge, as long as we tell you in writing at least four weeks before the beginning of the rental period when the change is to start. We will not normally change the rent or service charge more than once every twelve months. You have a right to a statement of our rent and service charge policy. See clause 8.3 for more details.

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

- take legal action against you (including eviction proceedings) AND
- charge you for any resulting losses we have suffered including any legal expenses.

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

1.10 If you want another copy of this Agreement, we will provide one on request. If you want a copy of it in another language or another form (such as Braille or audio tape), please tell us and we will provide you with one as soon as we can. However, in the event of any dispute, it is this version of the Agreement which is binding on you and us.

1.11 INTERPRETATION

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

- We/us our - the Landlord.
- You/your - the tenant and any joint tenant.
- Tenant - includes any joint tenant.
- Neighbour - any person living in the locality.
- Neighbourhood - the locality of your house.
- Common Parts - this includes any part of the structure and exterior of the building in which the accommodation is located (such as the roof, guttering, and outside walls) as well as any common facilities in that building (such as: the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, back green, back court, hedges and fences).
- Repair - see paragraph 5.1.

- House - see paragraph 1.2.
- Co-habitee - a person, whether of the opposite sex or not, who is living with you in a relationship similar to that of husband and wife or civil partner.
- Family - this term includes your spouse, civil partner, co-habitee, parent, grandparent, child (including a child treated by you as your child and stepchildren), grandchild, brother, sister, uncle, aunt, niece, nephew; and any of those of your spouse.
- Anti-social - see paragraph 3.2.
- Overcrowding - more people are sleeping in the house than is allowed by our policy.
- Scottish Secure Tenancy - a tenancy as defined by section 11 of the Housing (Scotland) Act 2001.

1.12 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.

1.13 You are responsible for ensuring that no-one living with you does anything that would be a breach of this Agreement if they were the tenant. If they do, we will treat you as being responsible for any such action.

1.14 CHANGING THIS AGREEMENT

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

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

1.15 JOINT AND SEVERAL LIABILITY

If two or more tenants 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 HOUSE AND THE COMMON PARTS AND TELLING US ABOUT CHANGES TO WHO IS LIVING IN YOUR HOME

- 2.1 You must take entry to the house, occupy and furnish it and use it solely as your only or principal home. You are entitled to have members of your family occupying the house with you, as long as this does not lead to overcrowding. You should tell us, in writing, as soon as there is a change in those who are living in your house. If we ask, you must tell us who is living in the house.

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

Failure to occupy the house as your only or principal home will constitute a breach by you of an obligation under the terms of this Agreement which will allow us to (a) raise Proceedings for Recovery of Possession in the Sheriff Court to terminate this tenancy in accordance with Section 6.3 of this agreement, or (b) follow the procedure to recover abandoned property under Section 6.4 of this agreement. You must tell us in writing within four weeks if there is a change in those who are living in your house. If you take in a lodger, sub-tenant or change or assign your tenancy you must get our prior written permission to do so as per section 4.1 of this agreement. If we ask, you hereby agree to provide us with details of the names of those living in the house with you, their relationship to you and their ages.

- 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.

For example:

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

leave. If you fail to do so you may be liable for any resultant damage.

- You will take reasonable care to ensure that the property is adequately heated to help avoid frozen or burst pipes during cold weather.

We will maintain a comprehensive proper building insurance over the property and the building of which it is part. However we are not responsible for the arrangement of contents insurance cover and you are strongly advised to take out a recognised insurance policy for your own household contents.

In the event of the Association operating a block household contents insurance scheme tenants will be invited to join.

2.3 You and anyone living with you must not run any kind of business from the house. However, if you ask us, we may give permission. See Part 10.3 of this Agreement for more information about doing this. If we give permission, we may also increase your rent.

2.4 You must not allow your house to become overcrowded. If the overcrowding is as a result of an increase in the size of your family living with you, you should apply to us for a house transfer. We will try to get you a larger house. In this circumstance only, we will not treat you as being in breach of this condition. However, if we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it. For the purposes of this clause family is defined as the tenant(s), partner/cohabitee, and their children.

2.5 KEEPING OF PETS

You have the right, subject to conditions noted below, to keep a domestic pet or pets but no other animals. A domestic pet means a dog (excluding guard dog), a cat, fish or a rodent (such as a hamster or gerbil). You will keep any and all domestic pets in a responsible manner in order that no unreasonable disturbance is caused to any neighbour or occupier and that they do not cause deterioration in the condition of the property or common areas or in the locality of the property. The conditions on your keeping pets will include but not be limited to the following provisions:

- your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law,
- you are responsible for the behaviour of any pets owned by you or anyone living with you, or visiting you,
- you must take all reasonable steps to supervise and keep such pets under control,
- you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet,
- you must take reasonable care to see that such pets do not foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts,
- we will be entitled to require removal of the pet if you breach any part of this clause,

- you are responsible for cleaning up pet faeces.
- you will be responsible for the proper disposal of any dead pets.
- in certain cases pets may not be allowed due to the design, location, or the use of the house. You will be informed if this applies to your house.

2.6 You must not use or allow the house to be used for illegal or immoral purposes. This includes, but is not limited to, the following: dealing in controlled drugs and/or having controlled drugs in the house; growing drugs; running a brothel; dealing in or having stolen goods in the house; illegal betting and illegal gambling. You, any member of your household or persons visiting the property must not carry out any act in the house or in the locality of the house which may lead to a criminal conviction.

2.7 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 COMMON PARTS

You must take your turn, with all other occupiers sharing the common parts, in keeping them clean and tidy. You must also take your turn with other occupiers in regularly cleaning, washing and keeping tidy all the common areas including (where appropriate) stairs, windows, banisters, walls, doors, backcourts, back greens, bin stores, common cellars, any bin chute accesses, and gardens. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies open to us.

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

2.10 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 contained in this paragraph we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless you planted them.

- 2.11 If you share a garden with others, you must take your turn with them to keep it from becoming overgrown, untidy or causing a nuisance (unless we have agreed to take care of it). If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You must not remove, destroy or chop down any bushes, hedges or trees without our written permission unless you planted them.
- 2.12 Where there is a shared entrance or pathway or access route to communal facilities the Tenant shall take reasonable care to keep these areas free from obstacles and to ensure they are used for the correct purpose.

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 that causes inconvenience or danger to anyone using the common parts.

- 2.13 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. You must ensure rubbish containers are 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).
- 2.14 You must not store any explosive or highly inflammable materials, including liquid petroleum gas or paraffin heaters, in the house, external store or outhouse.
- 2.15 You must not use any explosive or highly inflammable materials, including liquid petroleum gas or paraffin heaters, in the house, external store or outhouse. The use of Paraffin and Liquid Petroleum Gas Heaters (such as Calor Gas Heaters) is not allowed.
- 2.16 No vehicle, caravan, boat or trailer belonging to you or anyone living with you or anyone visiting you may be parked on land owned by the Association unless:
- that land is set aside for parking; AND
 - 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.

2.17 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; AND
- we have given you written permission;

AND, in every case,

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

We will take action where you fail to remove any obstruction and you may be recharged with any costs incurred.

2.18 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 your 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 cause or allow any person occupying or visiting the house to cause nuisance or annoyance to neighbours or to cause any nuisance or annoyance in the locality of the house or, to those who come about the property on legitimate business, or to disrupt your neighbours' quiet enjoyment of their homes by any means.

You, those living with you, and your visitors must not commit or allow members of the household or persons visiting the house to commit or allow any forms of harassment, including on the grounds of race, colour, religion, appearance, disability, sex, or sexual orientation, which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household either in their property or in the locality of the house; in particular but without prejudice to the foregoing generality, not to intimidate, or allow to be intimidated, any neighbour or those who come about the house on legitimate business whether by issuing verbal or written threats or carrying out attacks on neighbours' or visitors' persons or property or in any other manner.

You, those living with you, and your visitors must not cause, or allow any member of the household, or persons visiting the property to commit, any act of violence or any form of harassment on the grounds of race, colour, religion, appearance, disability, sex, or sexual orientation against any representative of the Association authorised to act on behalf of the Association.

In particular but without prejudice to the foregoing generality, you, those living with you, and your visitors must not disrupt, or allow to be disrupted your neighbours' quiet enjoyment of their homes by any means. You, those living with you, and your visitors, must not:

- make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools;
- fail to control your pets properly or allowing them to foul or cause damage to other people's property;
- allow visitors to your house to be noisy or disruptive;
- use your house, or allow it to be used, for illegal or immoral purposes;
- loiter or cause nuisance in any open space within the neighbourhood;
- vandalise or damage our property or any part of the common parts or neighbourhood. In such circumstances you will be recharged the costs of any repairs;
- leave rubbish in unauthorised places;
- allow your children to cause nuisance or annoyance to other people;
- 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 drugs illegally;
- sell alcohol or drugs.
- grow drugs

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

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

- 3.5 You, those living with you, and your visitors, must not bring into the house or store in the house any type of firearm or firearm ammunition unless you have a permit.
- 3.6 You will be in breach of this Agreement if you, those living with you, or your visitors do anything which is prohibited in this part of the Agreement and this could result in your tenancy being changed to a short Scottish secure tenancy or terminated by us.
- 3.7 If you have a complaint about nuisance, annoyance or harassment being caused by a neighbour (or anyone living with him/her or his/her visitors), you may report it to us. We will investigate your complaint within ten working 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 and will at all times take into account your Human Rights. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure. You may also wish to take independent advice.

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

- 4.1 If you want to:
- take in a lodger; OR
 - add a joint tenant to the tenancy; OR
 - sub-let part or all of your house; 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;
 - 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 as a lodger or joint tenant or exchange with (and the house involved); AND

- the amount of rent and any other payments (including a deposit) you propose charging (if any) in the case of sub-letting or taking in a lodger; AND
- when you want the sub-letting, lodging, assignation, exchange or change in tenancy to take place.
- In the case of sub-letting or taking in a lodger, the tenancy / occupancy terms on which you intend to sub-let or take in a lodger - (prior to granting consent, we will require that lodgers and sub-lessees are provided by you with a written agreement and that the terms of this agreement are acceptable to us).

You will provide us in writing with accurate information about the name, age and sex of any intended sub-tenant or lodger together with the rent and returnable deposit (if any) to be charged and will notify us of any proposed increases in rent. The rent and returnable deposit (if any) are to be reasonable and will be subject to approval by us.

We will not permit the tenant to sublet or take in lodgers where to do so, will in our opinion, result in the overcrowding of the property, disturbance to neighbours or where proposals to sublet are on such a scale as to be considered a business.

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

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

4.2.1 Subletting

From 1 November 2019 if you want to sublet all or part of the house, the house must have been your principal or only home for at least 12 months immediately before the date of your written request to sublet the house to someone else. If you were not the tenant throughout that period, the house must have been your only or principal home during those 12 months and the tenant must have told us in writing that you were living there. The length of time the person who wants to sublet all or part of the house has been living in the property starts from the date we are notified that the person is living in the property as their only or principal home. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

4.2.2 Assignation

From 1 November 2019 if you want to assign this tenancy to another person, the house must have been your only or principal home during the 12 months immediately before the date of your written request to assign the tenancy to someone else. In addition, the person who you wish to assign your tenancy to must have been living in the house as their only or principal home for at least 12 months before the date of your written request and you, a joint tenant or the person who you now wish to assign the tenancy to must have notified us of them moving into the

property. The length of time the person you want to assign this tenancy to must have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

4.2.3 Joint Tenancy

From 1 November 2019 if you want another person to be a joint tenant, the house must have been the only or principal home of the person who is to become a joint tenant for at least 12 months immediately before the date of your written request and you, a joint tenant or the person you now wish to become a joint tenant must have notified us of them moving into the house. The person you wish to add as a joint tenant, and any existing joint tenants must apply to us in writing along with you. The length of time the person you want to add as a joint tenant must have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property

We will not unreasonably refuse permission for an assignment, 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 to charge (in the case of sub-letting or taking in a lodger) is unreasonable;
- the proposed change would lead to the criminal offence of overcrowding;
- we intend to carry out work on the house which would affect the part of the house connected with the proposed change.
- rent is in arrears, or you have other outstanding debts in respect of the tenancy, or have not entered into a reasonable repayment arrangement and maintained same for a period of at least 3 months.

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

- we have not been notified that the relevant person has been living in the property as their only or principal home;
- the relevant person has not been living in the property for the required 12 month period;
- For assignment requests additional grounds for us refusing permission are:
 - If the proposed assignee would not be given reasonable preference

(priority) in terms of our allocations policy;

- If the house would be under-occupied as a result of the assignment.

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 (in the case of sub-letting or taking in a lodger) unless we give our permission. See paragraph 10.2 for more details on getting permission.

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

- we have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- we have obtained an order for your eviction;
- your house was let to you because of your employment with us;
- your house was designed or adapted for persons with special needs and if the exchange was allowed, there would be no person living in the house who required those designs or adaptations;
- the other house is substantially larger than you and your family need or it is not suitable for the needs of you and your family;
- the proposed change would lead to overcrowding;
- Rent is in arrears, or you have other outstanding debts in respect of the tenancy, or have not entered into a reasonable repayment arrangement and maintained same for a period of at least 3 months.

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

4.4 If you are married, in a civil partnership, or if you live in the house with someone as husband and wife, we may need their consent. If you are a joint tenant, we will need the other tenant's written consent to the proposed change. If you want to change the joint tenancy to a single tenancy because the other joint tenant has abandoned the tenancy, you will have to ask us to use our powers under Section 6.7 of this agreement.

5 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS

- 5.1 In this Agreement, the word 'repair' and 'repairs' includes any work necessary to put the house into a state which is wind and watertight, habitable and, in all respects, reasonably fit for human habitation.
- 5.2 Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to put the house in a condition which is tenantable, 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 reasonably competent contractor, using good quality material.
- 5.4 We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.
- 5.5 If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.
- 5.6 Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness, except where caused by the tenant or their household. We will provide and maintain the house so that any tenant who we might reasonable expect to live in the house can heat the house to a reasonable temperature at a reasonable cost, so as to avoid condensation and mould. If during the tenancy, the house suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the house (including insulation, provision for heating or ventilation), we will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time so that that feature is not a cause of the condensation dampness.

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

5.8 We will (in conjunction with other owners if appropriate), keep in repair the structure and exterior of the house. This includes:

- drains, gutters and external pipes (this does not include the clearance of blockages caused by the Tenant's negligence)
- the roof and all integral components including chimneys and flues (but not including sweeping)
- external walls, doors, windows, window sills, window catches, sashcords, window frames, handrails, cladding, plasterwork (including cyclical maintenance and painting)
- internal walls, floors and ceilings, internal pass doors, door frames, internal staircases, landings and skirtings (not including painting and decoration)
- pathways, steps or other means of access
- integral garages or stores
- boundary and divisional walls and fences

We will keep in repair and in proper working order, any installations in the house provided by us for;

- the supply of water, gas and electricity,
- sanitation (for example basins, sinks, baths, showers, toilets),
- hot water heating,
- space heating (for example central heating), flues and chimneys.
- any other services (provided by us) including: basins, sinks, baths, toilets, flushing systems and waste pipes, showers, electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal TV aerials and satellite dishes, extractor fans, smoke detectors, (excluding battery replacement) and approved alarm systems (community warden call and fire).

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.

- 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 the removal, 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 your house is served by a communal television or communications system 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. The Bye-Laws, among other things, specify that:

- all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
- the stopcocks and servicing valves must be placed so that they can be readily examined, maintained and operated with reasonable practicability;
- the water pipes, both inside and outside the house, must be effectively protected against freezing and damage from other causes.

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

5.10 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, negligently, carelessly or accidentally by you, anyone living with you or an invited visitor to your house. If we decide to carry out such repair work, you must pay us for the cost of the repair. Where we carry out a repair on your behalf, an account will be sent to you. We will, at our discretion, offer the opportunity to pay the account in full or by instalments over an agreed period.

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 and provide us with a Police incident number which you should obtain from the Police at the time of reporting).

5.11 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.

- 5.12 We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs or improvements to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas 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 house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take all reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied. These steps may include, but are not limited to the following:
- to seeing that its doors and windows are properly secured;
 - to seeing that the water, gas and electricity supplies to the house or flat are turned off where possible.
- 5.14 If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. 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 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 an emergency telephone service outside office hours.
- 5.17 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs that are due to fair wear and tear, other than internal decoration.

You are not permitted to carry out internal decoration or any other works or use the

house in such a way as could prejudice the health & safety of occupants or neighbours. This includes, but is not restricted to, the painting of gas fire surrounds. If you carry out such works you will be responsible for the cost of rectifying work.

You will allow the Association's workmen or employees or representatives access at all reasonable hours of the day to inspect the conditions of the house or to carry out repairs to the property or to the adjoining property and for the essential maintenance and inspection of Gas and Electrical installations.

Miscellaneous repairs: You will be responsible for all damage to glass, damage to sinks or sanitary ware, fitting/renewing tap washers, plugs or chains, internal door handles, replacing lost or broken keys and any other cost incurred through forcing entry through lost or broken keys, and any cost incurred through forcing entry through lost or broken keys, and replacing batteries for smoke detectors. You are also responsible for your refuse bin and garden furniture, including, but not limited to, whirligigs and clothes poles, and the repair or replacement of said items.

Emergencies: You will take reasonable steps to ensure that we are notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by our representatives.

Cold Weather: You will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property you should inform us and you should ensure that the internal water supply is turned off and pipes and tanks are drained or that the property is adequately heated to help avoid frozen or burst pipes during cold weather.

Further information about repairs and maintenance is contained in the Tenants Handbook or in leaflets at our office or by contacting our office for advice.

- 5.18 You have a right to have certain small repairs carried out within fixed time limits and instruct contractor specified by us if they are not done within those time limits. You may also have a right to compensation in the case of delay. We will tell you when you report the need for a repair whether that repair is one covered by this scheme.
- 5.19 We will maintain comprehensive building insurance. We are not responsible for the arrangement of contents insurance cover. You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, etc.

5.20 ALTERATIONS AND IMPROVEMENTS

- 5.21 If you want to:

- alter, improve or enlarge the house, 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 house;

you must first get our written permission and any other necessary approvals (eg Planning Permission or Building Warrant) for all alterations or additions other than internal decoration. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 10.2 for more details about the procedure.

- 5.22 If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these Regulations, to make a discretionary payment.
- 5.23 If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work. Failure to apply for the Association's prior written consent or to comply with the Association's decision and/or relevant conditions will be treated as a breach of the Tenant's obligations under this tenancy.

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 twenty-eight days written notice. You must tell us at the same time if you are married or if you live in the house with another person as husband and wife. If you do, their agreement may also be required.

OR

6.2 By Written Agreement

By written agreement between you, any joint tenant, and us. You must tell us at the same time if you are married or if you live in the house with another person as

husband and wife. If you do, their agreement may also be required.

OR

6.3 By Court Order

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

- you owe us rent or you have broken some other condition of this Agreement.
- someone residing in your house, or anyone visiting it, has been convicted of using the house or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the house or the locality.
- the condition of the house or common parts, or furniture we have supplied, has deteriorated because of the fault of you or somebody in your household.
- you, and your spouse civil partner or co-habitee, have been absent from the house for more than six months without good reason or you have stopped living in it as your principal home.
- we gave you this tenancy as a result of false information given by you in your application for the house.
- you, someone residing in your house, or anyone visiting it, has been anti-social to anyone else in the locality, or has pursued a course of conduct amounting to harassment of such a person, and it is not reasonable for us to transfer you to another house.

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

- you, someone residing in your house has been guilty of harassment, nuisance or annoyance in or in the neighbourhood of the house, 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 house.
- the numbers of people in the house amount to the criminal offence of overcrowding.

- we intend to demolish or carry out substantial work to your house (or the building in which it is located) within a reasonable time and that work cannot be done if you are still living there.
- the house has been designed or adapted for people with special needs and no one in your household has such special needs but we require the house for someone who has.
- the house is part of a larger group of houses which have been designed or adapted or located near facilities for people with special needs and no-one in your household has those needs but we require the house for someone who has.
- we have leased your house from somebody else and that lease has ended, or will end, in six months.

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

- we want to transfer the house to your husband or wife (or ex-husband or ex-wife), civil partner or co-habitee, where one of you no longer wishes to live with the other. In this case, we will offer you a suitable alternative 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 4 weeks' notice that we believe that you have abandoned the house. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, we may repossess it by service of another notice. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody of any property, found in the house, as long as we consider its value to be greater than the cost of storing it plus any rent or other arrears you owe us in relation to your tenancy. We will deliver any such property to you as long as you have paid us for the costs of storing it, and made arrangements for and paid for the delivery of it to you. We have the right to make such a charge, and to dispose of any such property if you have not made arrangements for an paid for its delivery within a given period.

OR

6.5 By Death

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

OR

6.6 By 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.

6.7 Abandonment by a joint tenant

If we have reasonable grounds for believing that your joint tenant has abandoned the house, we will give that tenant 4 weeks' notice. If we have reasonable grounds for believing, at the end of the four week period, that the joint tenant has abandoned the house, we may serve another notice. This second notice will terminate that joint tenant's interest in the tenancy in not less than 8 weeks. That second notice will not, however, terminate the tenancy which will continue.

6.8 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 4 weeks' written notice to us and to the other joint tenant. That notice will not, however, terminate the tenancy which will continue.

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

- leave the house in a clean and tidy condition;
- remove all your belongings;
- make sure any lodgers or sub-tenants leave with you;
- allow us access to your house before you move out, at reasonable times, to carry out an inspection of the property to ensure that the property is in good order, and also to show new tenants round;
- hand in your keys to the housing office, during office hours – before 12.00 noon on the day arranged;
- remove any fixtures and fittings you have installed without our written permission and put right any damage caused.
- 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 house in good decorative order;
- do the repairs you are obliged to do;

- give us a forwarding address unless there is good reason for not doing so.

7 AFTER THE TENANT'S DEATH

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

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

7.2 *Level One*

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

In the case of a co-habitee, he or she must also have occupied the house as his/her only or principal home for at least 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.

From 1 November 2019 a co-habitee must also have occupied the house as his/her only or principal home for at least twelve months immediately before your death.

The twelve month period cannot begin unless we have been told in writing that the individual is living in the property as their only or principal home. We must have been told, in writing, that by you, a joint tenant, or the person who wishes to succeed to the tenancy. The length of time they have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living in the property.

7.3 *Level Two*

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

- he or she is aged at least 16 at the date of death;
- the house was his or her only or principal home at the date of death.

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

his/her only or principal home for at least 12 months immediately before your death to qualify to succeed to the tenancy. The 12 month period cannot begin unless we have been told, in writing, that your family member is living in the property as their only or principal home. We must have been told that by you, a joint tenant, or the person who wishes to succeed to the tenancy. The length of time they have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living in the property.

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

7.4 *Level Three*

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

- he or she is aged at least 16 at the date of death;
- the house was his or her only or principal home throughout the period of 12 months ending with the death;
- he or she gave up another only or principal home before the death of the tenant;
- he or she is providing, or has provided, care for the tenant or a member of the tenant's family;

From 1st November 2019 the carer must have occupied the house and his/her only or principal home for at least 12 months immediately before your death to qualify to succeed to the tenancy. The 12 month period cannot begin unless we have been told, in writing, that the carer is living in the property as their only or principal home. We must have been told by you, a joint tenant or the carer who wishes to succeed to the tenancy. You can give us notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

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

Where someone wishes to succeed to a tenancy under any of the above levels he/she must notify us within 28 days of your death.

7.5 Where the house has been designed or substantially adapted for a person with special needs, if at the first succession someone qualifies for the tenancy at Level

Two or Level Three and does not have special needs requiring accommodation of that kind, we have the right to terminate the tenancy and offer that person suitable alternative accommodation. Where, in the case of such a property, at the point of a second succession someone qualifies at Level One, Level Two or Level Three and does not have special needs requiring accommodation of that kind, we have the right to terminate the tenancy and offer that person suitable alternative accommodation.

- 7.6 If someone qualifies for the tenancy but does not want it, they should tell us in writing within four weeks of the death and leave the house within three months. Rent will be charged only for the actual period of occupation.
- 7.7 The tenancy can only be inherited twice under the provisions noted above. If the tenancy has already been inherited twice, the third death will normally end the tenancy. This will not happen if there is a surviving joint tenant whose Scottish Secure Tenancy will continue. However, if there is still a person in the house who would otherwise qualify to inherit the tenancy under the above paragraphs, the tenancy will continue for up to 6 months after the last death. The tenancy will not be a Scottish secure tenancy for that period.
- 7.8 The provisions noted above are a summary of the law that 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 General Data Protection Regulation to access personal data we hold on you in our housing files. We will provide you with a copy of any such information we hold within one calendar month of your request.
- You may have other rights under the General Data Protection Regulation in relation to your personal data, which we will honour. You are entitled to check information you have provided in connection with your housing application free of charge.
- 8.2 We will publish an annual report on our housing management performance which you may obtain from us on request. We will give you information about our complaints procedure.
- 8.3 On request, we will provide you with free information relating to:
- the terms of your tenancy;
 - our policy about setting rent and service charges;
 - our policy and rules about;
applying to the housing lists,
allocations,

transfers of tenancies,
exchanges of houses between tenants, including where one party to the exchange is the tenant of another social landlord,
repairs and maintenance,

- our tenant participation strategy;
- our arrangements for taking decisions about housing management and services.

8.4 We will consult with you about making or changing:

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

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

8.5 Tenants are encouraged to apply for membership of the Association in accordance with the rules of the Association.

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 that we will have made available to you. Additional copies are also available from our offices.

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 AND
- you keep the rent in a bank account AND
- you exhibit the account to us to show that you are keeping the rent in the account.

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 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 Association, 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.

10.2 PERMISSIONS

- Where this Agreement requires you to obtain our permission for anything you must make your request in writing. If for any reason of disability or impairment you are unable to write to us, then you may authorise a representative to write on your behalf. 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 that 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, assignation, exchanging the house or creating a joint tenancy (see Part 4 of this agreement), we will reply to your written request within one month of receipt of the written application. If we do not reply within one month, we are taken to

have agreed to your request. If we refuse this kind of permission, we must notify you of the reasons for our refusal in writing within one month of receipt of your application. If you are unhappy about our refusal you have the right to make application to the sheriff.

- If the request for permission is about alterations or improvements, etc. to the house (see section 5.2 of this agreement), we will reply to your written request within one month of receipt of the written application.

In that reply we will tell you if we agree to the proposed alterations, etc. and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know in writing our reasons for refusal within one month of receipt of your written application. If you are unhappy about our refusal 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 house (see paragraphs 2.3 and 2.18) and we refuse permission, you have a right of application to the sheriff.

10.3 NOTICES

If you want to send any form of document to us, it will be sufficient if you send or deliver it to us at our headquarters or our local office. If we want to give you any document, we will deliver it to you, leave it at your last known address or send it by recorded delivery to your last known address. We will assume that this is your current address and that all documents to you should be sent there unless you tell us in writing that you want anything to be sent to another address. For the avoidance of doubt, this will apply even where we think you have abandoned the house.

10.4 COMPLETION OF THIS AGREEMENT

By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement.

10.5 DATA PROTECTION

You agree to our processing, for all or any purpose relative to your tenancy, data or information about you held by us at present or obtained in the future from you or from some other person or source. In particular, you agree to such processing, for the purposes of your housing benefit application or payments, housing applications, rent payments and the maintenance of the house by obtaining or disclosing such data where necessary from/to:-

- Legal Representatives
- DWP & Housing Benefit Agencies
- Local Authority Housing & Social Services Departments
- Local Authority electoral registration, assessment and valuation departments;
- Police forces and Courts;

- Health Authorities & Public Utilities;
- Contractors who will be carrying our work in the house.

10.6 RECOVERY OF COSTS FOR BREACH OF TENANCY

If you breach the terms of your tenancy agreement, the Association will recharge to you the costs incurred by the Association in pursuing the matter. This includes, for example, but is not restricted to, our legal fees, additional repair costs for failure to give access, any debt collection company fees we incurred etc.

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10.7 THE PROPERTY WILL ONLY BE OCCUPIED BY THE FOLLOWING PEOPLE:

FORENAME	SURNAME	DATE OF BIRTH	RELATIONSHIP TO TENANT

You must inform the Association immediately, in writing, of any change in the above. You are entitled to have members of your family occupying the house with you, as long as this does not lead to overcrowding. You should tell us as soon as there is a change in those who are living in your house. If we ask, you must tell us who is living in the house.

10.8 CONCLUDING PARAGRAPH

In signing this agreement and taking entry to the property under it, you confirm that you:

- a) accept the property as being in good and tenantable condition as at the date of entry (as set out in section 5.2);
- b) have made a full and true disclosure of all information sought by us in connection with the granting of this tenancy;
- c) have not knowingly or carelessly made any false or misleading statements (whether written or verbal) which would affect our decision to grant the tenancy;
- d) will comply with all the conditions detailed in the Offer of Let, the tenants handbook which may vary from time to time, agree to the terms of this Tenancy Agreement and to meet your responsibilities under it.

This is a legally binding document and should only be signed if you wish to be bound by the terms of it. You are advised to read it carefully before signing and if there is anything you do not understand you should ask us for clarification. You may wish to seek advice from a Law Centre, Solicitor, Citizens Advice Bureau or Advice Centre. Legal Aid may be available for those on a low income.

SIGNED FOR LANDLORD
PRINT NAME.....
WITNESS NAME
WITNESS SIGNATURE.....
WITNESS ADDRESS
DATE

SIGNED BY TENANT/JOINT TENANT
WITNESS NAME
WITNESS SIGNATURE.....
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