



## Scottish Secure Tenancy Agreement



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# 1 Introduction

- 1.1 This document is a Scottish Secure Tenancy Agreement between us, Cairn Housing Association, and you:

.....(tenant/joint tenant) and

.....(joint tenant)

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

- 1.3 The full address of the house is:

.....

- 1.4 This Agreement will take effect from .....(the entry date). This is regardless of the date on which this Agreement is signed. The rights and responsibilities contained in the contractual terms of this agreement will start on ..... and will continue from that date until ..... and after that on a calendar monthly basis. The commencement date for the statutory rights and responsibilities is 30 September 2002. There are different ways of ending the tenancy and these are described in Part 6 of this Agreement.

- 1.5 The rent is £..... every calendar month payable in advance by you on or before the first day of each rental period.

- 1.6 We may provide services in connection with your tenancy. If we do, these are set out in the schedule attached to this Agreement and signed as relative hereto. The schedule details the services and the cost of each service provided. The schedule also states whether the service is optional or compulsory. The schedule forms part of this Agreement. It is a condition of this Agreement that you pay for those compulsory services unless those services are housing support services provided via the local council's supporting people department.

The Service Charge is £ ..... every calendar month payable in advance by you on or before the first day of each rental period.

- 1.7 We will consult you about any proposed increase in rent or service charge and have regard to your opinions before we make our decision. We are entitled to change the amount of rent and any service charge, as long as we tell you in writing at least four weeks before the beginning of the rental period when the change is to start. We will not normally change the rent or service charge more than once every twelve months. You have a right to a statement of our rent and service charge policy. See paragraph 8.4 for more details of information we can provide you with on request.

You are quite separately responsible for payment of 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.

- 1.8 If you previously held the house under a housing association secure tenancy and had a right to have a fair rent registered, that right continues. If you previously held the house under a statutory assured tenancy, the special procedures for alteration of rents continues. If you previously held the house under an assured tenancy and you

pay rent weekly, your right to a rent book continues.

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

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

1.10 You can telephone us or write to us if you would like to know more about anything contained in this Agreement. You can also seek independent advice. 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 please tell us and we will endeavour to 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 and back court).
- Repair – any work necessary to put the house into a state which is wind and watertight and, in all respects, reasonably fit for human habitation.
- House – the accommodation including the fixtures and fittings contained within it, the use of common parts and the means of access to it, along with any other facilities that we may specify in writing to you.
- Co-habitee - a person, whether of the opposite sex or not, who is living with you in a relationship similar to that of husband and wife.
- Family - this term includes your spouse, 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 – any conduct causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Conduct includes speech.
- Overcrowding - more people are sleeping in the house than is allowed by section 135 of the Housing (Scotland) Act 1987.
- Scottish Secure Tenancy - a tenancy as defined by section 11 of the Housing (Scotland) Act 2001.

1.12 This 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 or any visitor to your home 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 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 1.7 above; OR
- we or you apply to the Sheriff under Section 26 of the Housing (Scotland) Act 2001 for an order to change the tenancy agreement and the Sheriff grants such an order.

**1.15 Joint and Several Liability**

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

## 2 Use of the House and the Common Parts

2.1 You must take entry to the house, occupy and furnish it **and use it solely as your only or principal home**. You are entitled to have members of your family occupying the house with you, as long as this does not lead to overcrowding. You hereby agree to provide us with details of the names of those living in the house with you and their ages. You must tell us in writing within four weeks if there is a 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.

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.

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 Paragraph 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.

## 2.5 Keeping of Pets

If you or anyone living with you, wishes to keep a pet you must first seek our prior written permission. Permission will be granted or refused in accordance with our Pets Policy subject to the following conditions:

- No cats or dogs are allowed in flats with any shared access or shared garden areas.
- No cats or dogs are allowed in any sheltered accommodation.
- Keeping 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 any such pets under control and ensure that it does not cause nuisance to neighbours or deterioration in the condition of the house, common areas or the vicinity of the house. This includes the fouling, noise or smell from your pet.
- You must take reasonable care to see that any such pets do not foul or cause damage to your house, your neighbours' property, anything belonging to us or anything we are responsible for, such as the common parts.
- We will be entitled to require the removal of the pet if causing nuisance or damage.
- You are responsible for cleaning up dog or other pet faeces.

If you fail to meet the above conditions permission to continue to keep the pet will be withdrawn. If permission is refused or withdrawn, we will be entitled to require the removal of the pet. In such circumstances, you hereby agree not to keep the pet and ensure it is removed from the house on a permanent basis within 14 days of permission being refused or withdrawn.

We will not refuse permission unreasonably.

- 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; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.
- 2.7 While you are in occupation of the house, you must make reasonable efforts to heat the house, taking into account your income. You must make reasonable efforts to ventilate the house using any suitable means provided in the house for doing so.
- 2.8 You must take your turn, with all other tenants and owner-occupiers sharing the common parts, in keeping them clean and tidy, free from litter and free from dog or other animal dirt. If you share a common stair, you must also take your turn in regularly cleaning, washing and keeping tidy the common stair, so that the stair is kept in good and tidy order, free from litter and free from dog or other animal dirt and so that the windows, banisters and any bin chute accesses are clean.

If you and the other tenants 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 other tenants. 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. You hereby agree to pay for any work carried out by us in this regard.



- 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 Where you have exclusive use of the garden attached to your house you agree to keep the garden including footpaths and driveways in good and tidy order, free from weeds, free from litter and free from dog or other animal dirt. You hereby agree to cut the grass frequently so that it is no longer than 10 centimetres. You agree to cut hedges so that the hedges do not exceed one metre in height where the vision of motorists would be impeded and two metres elsewhere. You agree to use the garden ground for the purposes of a garden only. You must not top, lop, pollard or fell trees without our prior written consent. You must not remove, chop down or destroy any bushes or hedges without our prior written permission unless you planted them. You further agree to obtain our prior written permission and all other necessary approvals (for example Planning Permission) before erecting any structures (for example shed or greenhouse) in the garden. You shall keep fences and any other structure erected in good order. If you fail to carry out these obligations, we are entitled to decide exactly what work requires to be done so as to comply with these duties. 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 hereby agree to pay for the cost of this work should we require to carry it out ourselves.
- 2.11 Where you share a garden with others, you will in turn with other occupiers keep the garden including footpaths and driveways in good and tidy order, free from weeds, free from litter and free from dog or other animal dirt. You in turn with the other occupiers will cut the grass frequently so that it is no longer than 10 centimetres. You in turn with the other occupiers agree to cut hedges so that the hedges do not exceed one metre in height where the vision of motorists would be impeded and two metres elsewhere. You will use the communal garden ground for the purposes of a garden only. You must not top, lop, pollard or fell trees without our prior written consent. You will not remove, chop down or destroy any bushes or hedges without our prior written permission unless you planted them. You agree to obtain our prior written permission and all other necessary approvals (for example Planning Permission) before erecting any structures (for example shed or greenhouse) in the garden. You shall keep fences and any other structure erected in good order. If you and the other tenants cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what work requires to be done so as to comply with these duties.
- 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 hereby agree to pay for the cost of this work should we require to carry it out ourselves.
- 2.12 No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do anything which causes inconvenience or danger to anyone using the common parts.
- 2.13 You must put all your household rubbish for collection in the bin store or the

designated areas allocated by us. 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 before the time specified by your Local Authority. Rubbish containers should be returned to the designated areas allocated by us 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 The use of heaters fired by paraffin or LPG will not be permitted within your home, unless they have been supplied by us during an emergency. The storage of paraffin, LPG or any other explosive substance will not be permitted in the house or in any of the common parts, areas or facilities of your house.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 This tenancy shall not be capable of being bequeathed or willed on your death. The provisions in Section 7 of this Agreement may apply.

### 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:

- make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools;
- fail to control your pets properly or allow them to foul or cause damage to other people's property;
- allow visitors to your house to be noisy or disruptive;
- use your house, or allow it to be used, for illegal or immoral purposes;
- vandalise or damage our property or any part of the common parts or neighbourhood;
- leave rubbish in unauthorised places;
- allow your children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- harass or assault any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons
- behave in an abusive or violent manner towards any of our employees, agents or contractors who have contact with you, those living with you and your visitors concerning any matter arising from your occupancy of the house in terms of this agreement;
- run a business from your house;
- park any vehicle, caravan or trailer on land other than land set aside for that purpose;
- carry out work to any type of vehicle, caravan or trailer;
- use alcohol in an anti-social way;
- sell alcohol or use or sell illegal drugs.

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

- 3.4 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.
- 3.5 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.
- 3.6 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 respond and investigate in accordance with our policy and procedures for dealing with nuisance and anti social behaviour. You will receive a written response to your complaint. 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.
- 3.7 We will act fairly to you in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure. You may also wish to take independent advice.

## 4 Changes to the Tenancy

### 4.1 If you want to:

- take in a lodger; 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;
- 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, assign or give up possession to, take as a lodger or exchange with (and the house involved); AND
- the amount of rent and any other payments (including a deposit) you propose charging (if any) in the case of sub-letting or taking in a lodger; AND
- when you want the sub-letting, lodging, assignation, giving up of possession or exchange to take place; AND
- 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.

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

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

### 4.2 We will not unreasonably refuse permission for an assignation, sub-letting, giving up of possession or taking 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;
- it appears that you propose to receive a payment or an unreasonable rent or deposit;
- the proposed change would lead to the criminal offence of overcrowding;
- we intend to carry out work on the house (or the building of which the house forms part) which would affect the part of the house connected with the proposed change.

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.

### 4.3 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 a 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 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.

4.4 If you are married, 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.

4.5 If you wish to change a joint tenancy to a single tenancy because the other joint tenant has abandoned the tenancy, you should ask us to use our powers under the following paragraph.

If we have reasonable grounds for believing that a joint tenant has abandoned the house, we may give that tenant 4 weeks' notice. If we are satisfied on reasonable grounds, at the end of the 4-week period, that the joint tenant has abandoned the house, we may serve another notice. This second notice will terminate that joint tenant's interest in the tenancy in not less than 8 weeks. That second notice will not, however, terminate the tenancy, which will continue. That person has a right to make application to the Sheriff if we do this.

4.6 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.

## 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 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 and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out 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.
- 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.
- 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 keep in repair the structure and exterior of the house including:
- drains, gutters and external pipes (this does not include the clearance of blockages caused by the tenant's negligence),
  - the roof,
  - outside walls, outside doors, windowsills, window catches, external painting and decoration,
  - pathways, steps and other means of access,
  - boundary walls and fences where a danger to residents is posed,
  - internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but does not include painting and decoration),
  - chimneys, chimney stacks and flues (but not including chimney sweeping).

We will keep in repair and in proper working order, any installations in the house



provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- basins, sinks, baths, toilets, flushing systems and waste pipes and water tanks;
- electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal TV aerials and extractor fans.

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 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 aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. We will not be responsible for the upgrading or adaptation of any equipment supplied by us to make it cable or digital compliant.

5.9 We will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the Water By-Laws in force in your area at the time of installation.

5.10 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, negligently or accidentally by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. You hereby agree to pay for the cost of such damage. 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. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.

5.12 We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing.

We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas 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 seek 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, we will take reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied.

- 5.14 If we cause damage to the house or your property in connection with repairs, 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, 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, in writing or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours.

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

- 5.17 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs. Minor repairs include the following:

- breakage to glass,
- damage to sinks,
- replacement of bath and sink plugs including chains,
- replacement of pulley and rotary drier ropes,
- replacement of lost or broken keys,
- repairing internal door handles,
- replacing smoke detector batteries,
- clearing of blocked pipes and drains.

You are not responsible for carrying out repairs, which are due to fair wear and tear.

You are responsible for internal decoration unless we charge you a service charge for this and carry it out for you. You are responsible for arranging for the sweeping of chimneys if you have one.

You must also keep the house in a reasonable state of cleanliness.

You will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property you must inform us and you must ensure that the internal water supply is turned off and pipes and tanks are drained.

You are not permitted to carry out repairs or decoration which prejudice the health and safety of anyone living at or in the vicinity of the house or anyone visiting the house or in the vicinity. If you are in doubt as to what work could constitute such a risk, you should contact us for further advice.

Further information about repairs and maintenance is contained in the Association's Tenants' Handbook.

- 5.18 You have a right to have certain small repairs carried out within fixed time limits and instruct contractors specified by us if they are not done within those time limits. You

may also have a right to compensation in the case of delay. We will tell you when you report the need for a repair whether that repair is one covered by this scheme.

- 5.19 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft and accident, etc. We will maintain comprehensive building insurance. We are not responsible for the arrangement of your Contents Insurance Cover.

### **Alterations and Improvements**

- 5.20 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, fit laminated flooring, double glazing, or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of the house;

you must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 10.3 for more details about the procedure.

- 5.21 If you make a request to us for permission to carry out alterations or improvements to the house, we will reply to your written request within one month of receipt of the application. In that reply we will tell you if we agree to the proposed alterations 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 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.

- 5.22 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 and any associated redecoration costs. You hereby agree to pay the cost 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 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, co-habitee, 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.
- you, someone residing in your house, or anyone visiting it, has been convicted of using the house or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the house or the locality.
- the condition of the house or common parts, or furniture we have supplied, has deteriorated because of the fault of you, your sub-tenant or somebody in your household.
- you, and your spouse or co-habitee, have been absent from the house for more than six months without good reason or you have stopped living in it as your principal home.
- we gave you this tenancy as a result of false information given by you in your application for the house.
- you, someone residing in your house, or anyone visiting it, has acted in an anti-social manner towards 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.

- you or someone residing in your house has been guilty of harassment, nuisance or annoyance in or in the neighbourhood of the house, or has pursued a course of conduct amounting to harassment of someone else in the locality and it is appropriate, in our opinion, to transfer you to another house.
- the numbers of people in the house amount to the criminal offence of overcrowding.
- we intend to demolish or carry out substantial work to your house (or the building in which it is located) within a reasonable time and that work cannot be done if you are still living there.
- the house has been designed or adapted for people with special needs and no one in your household has such special needs but we require the house for someone who has.
- the house is part of a larger group of houses which have been designed or adapted or located near facilities for people with special needs and no one in your household has those needs but we require the house for someone who has.
- we have leased your house from somebody else and that lease has ended, or will end, within six months.

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

- we want to transfer the house to your husband or wife (or ex-husband or ex-wife) 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 and delivery to you of any property which is 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 cost 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 and 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 Sale to You

If you buy your house from us, your tenancy will terminate on the date of transfer of ownership. Until that point, this Agreement remains in force.

OR

6.7 By conversion to a Short Scottish Secure Tenancy

If an 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 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 show new tenants round;
- hand in your keys to the housing office;
- remove any fixtures and fittings you have installed without our written permission and put right any damage caused. This does not affect your obligations under paragraph 5.22 above;
- check with us to make sure that you have paid all payments due to us;
- apply for any compensation you may be entitled to under paragraph 5.21 above;
- leave the house in good decorative order;
- ensure that any garden ground is left in a neat and tidy condition; as detailed in clauses 2.10 and 2.11 above
- do the repairs you are obliged to do;
- give us a forwarding address unless there is good reason for not doing so,
- advise us of the name of the gas and electricity supplier to the house prior to the termination date.

## 7 After the Tenant's Death

7.1 This tenancy shall not be capable of being bequeathed or willed on your death. If you die, the tenancy may be inherited by one of the following people in the following way.

### 7.2 Level One

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

In the case of a co-habitee, he or she must also have occupied the house as his/her only or principal home for at least 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 house 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 house was his or her only or principal home at the date of death;
- he or she gave up another only or principal home before the death of the tenant;
- he or she is providing, or has provided, care for the tenant or a member of the tenant's family.

The Association must be satisfied that the applicant for Level Three succession was a carer as defined in the Association's policy relating to succession rights. In addition the Association may ask the applicant to provide satisfactory proof of the deceased tenant's incapacity, their care needs and the role of the applicant in meeting their care needs.

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

7.5 Where the house has been designed or substantially adapted for a person with special needs, someone qualifying at Level One will have the right to succeed to the tenancy on a first succession.

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 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 to check information you have provided in connection with your housing application free of charge. You are also entitled, under the Data Protection Act 1998 to inspect personal information held on you in our housing files. We will provide photocopies of this information on request. We may make a charge of up to £10 for this. We will provide you with a copy of any such information we hold within forty days of your request in writing. You may have other rights under that Act in relation to your personal data, which we will honour.

8.2 We have previously given you information about whether or not you have the right to buy your house. If you do, we have advised you of the terms of purchase.

8.3 We have given you information about our complaints procedure.

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

- the terms of your tenancy;
- our policy and procedures on setting rent and service charges;

In addition we will provide our policy and rules about:

- admission to the housing lists,
- allocations,
- transfers of tenants between houses,
- exchanges of houses between our tenants and tenants of other landlords,
- repairs and maintenance,
- the right to buy your house, if you have this right, AND
- the likely consequences for you if you decide to buy your house;
- our tenant participation strategy;
- our arrangements for taking decisions about housing management and services.

8.5 We will consult you about making or changing:

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

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



## 9 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 your house 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. We wrote to you at the time you became a Scottish Secure Tenant to tell you whether or not you have the right to buy and, if you do, on what terms.

### 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 exercise the management of one or more aspects of the housing service that we provide. We will provide more details to you about this right on request.

### 10.3 Permissions

- 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, assignation or exchanging the house (see Part 4 of this agreement), we will reply to your written request within one month of receipt of the written application. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will notify you of the reasons for our refusal in writing within one month of receipt of your application. If you are unhappy about our refusal you have the right to make application to the Sheriff.
- If the request for permission is about alterations or improvements to the house (see paragraph 5.20 of this agreement), we will reply to your written request within one month of receipt of the written application (see paragraph 5.21 of this agreement).
- 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 2.17) 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 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 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.

#### 10.5 **Completion of this Agreement**

By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement. This Agreement does not terminate any existing tenancy. The terms and conditions of this Agreement replace the terms and conditions under any other Tenancy Agreement that you had with us, immediately before this agreement came into effect, in relation to the house. Signing this Agreement does not create a new tenancy, but modifies your existing tenancy with us by substituting into it some new terms and conditions.

In signing this Agreement and taking entry to the house under it, you

- accept the house as being in good and tenantable condition
- confirm you have made a full and true disclosure of all information sought by us in connection with the granting of this tenancy
- confirm that you have not knowingly made any false or misleading statement (whether written or oral) which would affect our decision to grant the tenancy.

<b>The monthly charges payable for this property are:</b>
Rent:
Service charge:
Heating:
Total:

### **Schedule of Services**

As part of this tenancy agreement, Cairn will provide the following services in connection with the property:

**See separate sheet**

Signed for landlord:
Name:
Witness name:
Witness signature:
Witness address:
Date:

Signed by tenant:
Signed by joint tenant:
Witness name:
Witness signature:
Witness address:
Date:

## Contact Cairn

### **Our Head Office:**

Bellevue House  
22 Hopetoun Street  
Edinburgh  
EH7 4GH

### **Our website:**

[www.cairnha.com](http://www.cairnha.com)

### **Our phone number:**

0800 990 3405

### **Our email:**

[enquiries@cairnha.com](mailto:enquiries@cairnha.com)