


# Scottish Secure Tenancy Agreement

# SCOTTISH SECURE TENANCY AGREEMENT

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## 1. INTRODUCTION

1.1 This document is a Scottish Secure Tenancy Agreement between us, (Craigdale Housing Association Ltd, 83-85 Dougrie Road, Castlemilk, Glasgow, G45-9NS) 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:

| |
|---|
| **Castlemilk, Glasgow, G45** |

1.4 The tenancy started on: **Date**. This is regardless of the date on which this Agreement is signed. This Agreement will continue from the entry date until **28th Following Month 2026** and after that on a (calendar month) basis. There are different ways of ending the tenancy and these are described in Part 6 of this Agreement.

1.5 The present monthly rent is **£_____** which is (payable in advance by you on or before the last calendar day of each rental period). For example, 31st January or 28th February (29th on a leap year) etc.

1.6 We may provide services in connection with your tenancy. If we do, they are set out in a separate document together with the cost of each of those services. That document will also state whether the services are optional or compulsory. That document 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 free of charge.

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## 1.7 RENT

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 8.3 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 may have suffered including any legal expenses as assessed by the court.

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 Centre, 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 the 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).

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- **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 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 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 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.

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## 1.15 JOINT AND SEVERAL LIABILITY

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

## 2. USE OF THE 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.

2.2 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.

| Name | Date of Birth | Relationship to You |
|---|---|---|
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2.3 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 neighbour's 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.

2.4 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 10.2 of this Agreement for more information about doing this. If we give permission, we may also increase your rent.

2.5 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 to get 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.

**2.6 KEEPING OF PETS**

You must request permission in writing to keep a pet or any animal in the house. Permission will not be withheld unreasonably. Permission can however be revoked in the event that the animal causes a nuisance or annoyance to neighbours.

The conditions are:

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- 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.

- 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.

- The Landlord will be entitled to require removal of the pet if causing nuisance or damage.

- Dogs must be exercised out with the vicinity of the Associations properties and are not allowed to foul in gardens, backcourts or common areas.

- You are responsible for cleaning up 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 removal of the pet. In such circumstances you hereby agree not to keep the pet and to ensure it is removed from the house on a permanent basis within fourteen days of permission being refused or withdrawn.

2.7 You must not use or allow the house to be used for any illegal or immoral purposes. This includes, but is not limited to, the following: dealing in, storing or using controlled drugs, running a brothel, dealing in stolen goods, illegal betting; illegal gambling or contraband.

2.8 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.

2.9 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, its windows, banisters and any bin chute accesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and 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.

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2.10 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.

2.11 If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming over-grown, 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.

2.12 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.

2.13 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 areas set aside for storage. You must not do anything which causes inconveniences or danger to anyone using the common parts.

2.14 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 earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. You must comply with the local arrangements for the disposal of large items (such as large electrical items).

**2.15 USE OF HEATERS FIRED BY PARAFIN AND LIQUID PETROLEUM GASES**

The use of heaters fired by paraffin and Liquid Petroleum Gases is not permitted within the Association's tenancies.

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## 2.16 STORAGE OF LIQUID PETROLEUM GASES AND PARAFFIN

Storage of paraffin, Liquid Petroleum Gases containers or other explosives or inflammable substances will not be permitted in the house or in any of the common parts, areas or facilities of your house.

2.17 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, the person or persons involved will use reasonable endeavours not to cause a nuisance or annoyance to your neighbours.

2.18 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, the person or persons involved will use reasonable endeavours not to cause a nuisance or annoyance to your neighbours.

2.19 If you want to change any part of this agreement which restricts your use or enjoyment of the house, you must first ask us in writing. If we refuse, you have a right to make an application to the Sheriff. See paragraph 10.2 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:

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- 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 any illegal or immoral purposes;

- vandalise or damage our property or any part of the common parts or neighbourhood;

- leaving rubbish in unauthorised places;

- allow your children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;

- harass or assault any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status.

- use or carry offensive weapons.

- use or sell unlawful drugs or sell alcohol

This list is simply containing examples and is not exhaustive.

3.4 In addition, you, those living with you and your visitors must not do the following in an antisocial way:-

- run a business from your house;

- park any caravan or trailer outside your house or any other parking area;

- carryout work to any type of vehicle, caravan or trailer;

- park your vehicle in an inconsiderate manner or obstruct any other persons access to and from their property;

- use or sell alcohol, drugs or contraband.

The particular prohibitions on behaviour listed in paragraphs 3.3 or 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.

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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 aim to investigate your complaint within fourteen days. If, after investigation, there are good grounds in our opinion for your complaint, we will take reasonable steps to try to prevent the behaviour happening again. These steps may include mediation or legal action. A copy of our written policy about dealing with these kinds of complaints is available from us.

3.8 We will act fairly to you in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure. You may also wish to take independent advice.

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

4.1 If you want to:

- take in a lodger; OR
- add a joint tenant to the tenancy; OR
- sublet part or all of your house; OR
- assign the tenancy (pass on the tenancy to someone else); OR
- carry out a mutual exchange; OR
- otherwise give up possession;

you must first get our written permission.

To apply for our permission you must tell us in writing:

- the details of the proposed change including who you want to sublet 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 payment (including a deposit) you propose charging (if any); AND
- when you want the subletting, lodging, assignation, giving up of possession or exchange or change in tenancy to take place.

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4.1.1 **Subletting**

If you want to sublet all or part of the house, the house must have been your only or principal 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 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.

4.1.2 **Assignation**

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 the 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.

4.1.3 **Joint Tenancy**

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.

4.2 We will not unreasonably refuse permission for an assignation, subletting, joint tenancy, giving up of possession or taking in a lodger request. 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;
- If 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.

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- 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 assignation requests additional grounds for us refusing permission are:

    - If the proposed assignee would not be given reasonable preference (priority) in terms of our allocation policy;

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

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 10.2 for more detail 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 designed or adaptations;

- The other house is substantially larger than you and your family need or it is not suitable for the needs of you and your family.

- The proposed exchange would lead to the criminal offence of overcrowding.

These examples do not in any way alter our general right to refuse permission on reasonable grounds. See paragraph 10.2 for more detail 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 tenants 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 should ask us to use our powers outlined in paragraph 6.8 of this Agreement. In

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certain domestic abuse related cases we may use our own powers outlined in paragraph 6.3 of this Agreement to seek an order from the court for termination of an abusive tenant's interest in the tenancy.

## 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 keep the house in a condition which is habitable, wind and watertight and, in all others 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.

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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 We have a duty to ensure that your house is substantially free from rising or penetrating damp. We will provide and maintain the house so that any tenant who we might reasonably expect to live in the house can heat the house to a reasonable temperature at a reasonable cost, so as to avoid condensation dampness and mould. If during the tenancy, the house suffers from substantial damp or mould, from 6 October 2026 we will aim to investigate the issue within 10 working days of being notified, provide a written summary of investigating findings within 3 working days once the investigation has been completed, and commence any required repairs within 5 working days of the investigation concluding. If, for reasons beyond our control, we cannot comply with the timescales we will inform you of the new timescales for completion of the investigation and repair. If you notice damp or mould within your home, you should report this to us as soon as reasonably practicable.

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;
- **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) including fireplaces, flues and chimneys.**

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- **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. 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, accidentally or negligently 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. This paragraph does not apply to damage caused by

- *fair wear and tear;*

- **vandals** (provided that you have reported the damage to the police and us as soon as the damage is discovered).

5.11 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes

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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 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 to 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.

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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 in. 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 re-instate 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 reasonably 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 which are due to fair wear and tear.

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 If we have failed to carry out repairs that we should under this agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:

- you have notified us in writing about the need for repairs; AND
- we have not done those repairs within a reasonable period; AND

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- you have made a formal complaint under our complaints procedure (see paragraph 9.1): AND

- You have finished the complaints procedure and you are still dissatisfied, OR 3 months have passed since you made the formal complaint under the complaints procedures.

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU WRONGLY EXERCISE THIS RIGHT. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

5.20 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc. We operate such a scheme. Ask us for details.

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## ALTERATIONS AND IMPROVEMENTS

5.21 If you want to:

- alter, improve or enlarge the house, fittings and 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. 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 procedures.

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 conditions during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work.

## 6. ENDING THE TENANCY

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

### 6.1 By Notice

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

**OR**

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## 6.3 By Court Order

The Sheriff grants an order for eviction or in certain domestic abuse related cases, an order for termination of your interest in the tenancy as a joint tenant following a request by us (an order terminating your interest in the tenancy will not terminate the tenancy which will continue). 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 2001 Act. Before we do so, we will first send you a written notice. We will also send that written notice to anyone else living with you who is your is: a member of your family aged 16 or over; your partner or ex-partner in a case where we are seeking an order on the ground that you have engaged in abusive behaviour towards them; your lawful subtenants, lodgers and assignees. They will also have a right to take part in the court proceedings. The following is a summary of the grounds contained within that 2001 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, have 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 subtenant 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 acted in an antisocial manner towards (or has harassed) someone else in the locality and it is not reasonable for us to transfer you to another house.
- You have engaged in abusive behaviour towards someone living in the house who is your partner or ex-partner and we wish to enter into a tenancy with that person.
- You have engaged in abusive behaviour towards a joint tenant who is your partner or ex-partner and we wish to bring your interest in the tenancy to an end (an order to terminate your interest in the tenancy will not terminate the tenancy which will continue).

In all the above cases, the Sheriff must also be satisfied that it is reasonable to make an order for eviction an order for termination of your interest in the
tenancy, unless we are relying solely on paragraph 2 or paragraph 15A of Schedule 2 of the Act and have served the appropriate notice within 12 months of the conviction or appeal in accordance with section 16(2)(aa), (e) or 3ZA(b) of the Act in which case the

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Sheriff must grant an order for eviction, or, as the case may be, an order for termination of your interest in the tenancy.

- you or someone residing in your house has been guilty of nuisance or annoyance in or in the neighbourhood of the house, or has pursued a course of conduct amounting to harassment of someone else in the locality and it is appropriate, in our opinion, to transfer you to another house.

- the numbers of people in the house amount to the criminal offence of overcrowding.

- we intend to demolish or carry out substantial work to 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 seven 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 and delivery to you of any property which is found in the house. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period.

**OR**

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### 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 we offer to sell your house to you and 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 antisocial behaviour order has been made against you, or anyone living with you, or if we believe that you, or anyone living with you or visiting you has been acting in an antisocial manner or pursuing a course of conduct amounting to harassment in the previous 3 years, 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.

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### 6.8 Abandonment by a joint tenant

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

### 6.9 Termination by joint tenant alone

A joint tenant may at any time end his or her interest in the tenancy of the house by giving four weeks' written notice to us and to the other joint tenant. That notice will not however terminate the tenancy which will continue.

**6.10** 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. This does not apply where a court order has been granted on the basis that you have engaged in abusive behaviour towards your partner or ex-partner (see paragraph 6.3 above) unless the lodger or subtenant is named in the order granted by the court;
- 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 5.21 above;
- check with us to make sure that you have paid all payments due to us;
- apply for any compensation you may be entitled to under clause 5.22 above;
- leave the 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

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

**7.2 Level One**

- your spouse, 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 6 months immediately before your death.

The 6 months period cannot begin unless we have been told that the individual 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.

If more than one person qualified 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.

The member of your family must have occupied the house as his/her only or principal home for at least 6 months immediately before your death to qualify to succeed to the tenancy. The 6 month period cannot begin unless we have been told 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.

If more than one person qualified 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;

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- the house was his or her only 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 carer must have occupied the house as his/her only or principal home for at least 6 months immediately before your death to qualify to succeed to the tenancy. The 6 month period cannot begin unless we have been told that the carer is living in the property as their only or principal home. We must have been told that by you, a joint tenant or the carer who wishes to succeed to the tenancy.

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

**7.5** If the house was designed or substantially adapted for a person with special needs, no person will qualify under level two or three above unless that person has special needs requiring the type of accommodation in the house. If a person would have qualified, but for this paragraph, we will make other suitable accommodation available.

**7.6** If someone qualifies for the tenancy but does not want it, they should tell us in writing within four weeks of the death and leave the house within six 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 Where the landlord is a registered social landlord which is a co-operative housing association the qualifying person must also apply for membership and be accepted as a member of the association within a four-week period of the tenant's death or notification of right to succeed. If the qualifying person fails to do so or the association refuses the application for membership, the person will be treated as having declined the tenancy at the time of the tenant's death.

7.9 The provisions noted above are a summary of the law which is contained within Section 22 of the Housing (Scotland) Act 2001. This summary does not alter that law.

## 8. INFORMATION AND CONSULTATION

8.1 You are entitled, under the UK 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

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under that UK 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 the Association's performance, which you may obtain from us on request. We will give you information about our complaints procedures.

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

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

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

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8.4 We will consult you about making or changing:

- policies regarding housing management, repairs and maintenance if the proposal is likely to significantly affect you
- proposals for changes in rent and service charges 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, Citizen's Advice Bureau or Tenant's Association.

9.3 If we have failed to carry out any of our material responsibilities 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 procedures (see paragraph 9.1); AND
- you have finished the complaints procedure and you are still dissatisfied,

  OR 3 months has passed since you made the formal written complaint under the complaints procedure.

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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 others 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.

### 10.2 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 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 will notify you of the reason 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 paragraph 5.21 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 or the conditions that we have attached, you have the right to make application to the sheriff.

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- if the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see paragraphs 2.4 and 2.19) 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 to us at our office. If we want to send you any document, we will deliver it to you, leave it at your last known address or send it by means of a postal service which provides for the delivery of the notice or other document to be recorded to your last known address, including in a way that evidences this without the need for you to confirm the delivery. 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.

In addition to the methods for delivery of a notice set out above, for the purposes of a notice of an increase in rent or other charges we may also send it to you using electronic communications including, for example, by email. This is only allowed if you have agreed in writing beforehand that you may be given the notice in this way and in an electronic form specified by you.

If you are notifying us that someone is moving into or out of the property or any other changes in the household you should follow the process set out in our tenant's handbook and only notice given in this way will be accepted by us for the purpose of subletting, assignation, joint tenancies and succession

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## 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. This Agreement does not terminate any existing tenancy. The terms and conditions of this agreement replace the terms and conditions under any other tenancy agreement that you had with us, immediately before this Agreement came into effect, in relation to the house.

**Signed by Landlord:** _____

**Name:** _____

**Witness Name:** _____

**Witness Signature:** _____

**Witness Address:** Craigdale Housing Association
83/85 Dougrie Road, Castlemilk,
Glasgow, G45-9NS

**Date:** _____

**Signed by Tenant/Joint Tenant:** _____

**Name:** _____

**Witness Name:** _____

**Witness Signature:** _____

**Witness Address:** Craigdale Housing Association
83/85 Dougrie Road, Castlemilk,
Glasgow, G45-9NS

**Date:** _____

**Signed by Tenant/Joint Tenant:** _____

**Name:** _____

**Witness Name:** _____

**Witness Signature:** _____

**Witness Address:** Craigdale Housing Association
83/85 Dougrie Road, Castlemilk,
Glasgow, G45-9NS

**Date:** _____

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