

**SHORT SCOTTISH
SECURE TENANCY AGREEMENT FOR UNFURNISHED
ACCOMODATION**

Contents

1. Introduction
2. Use of the House and the Common Parts
3. Respect for Others
4. Sub-letting, Assignation and Exchange of your Tenancy
5. Repairs, Maintenance, Improvements and Alterations
6. Ending the Tenancy
7. Information and Consultation
8. Complaints
9. General Provisions

1 Introduction

1.1 This document is a Short Scottish Secure Tenancy Agreement between us, East Ayrshire Council, having our main offices at Council Headquarters, London Road, Kilmarnock KA3 7BU, and you

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

.....(joint tenant)

1.2 We agree to rent accommodation to you on the terms and conditions in this Tenancy Agreement. The accommodation includes the fixtures and fittings contained within it, the garden area associated with the house, 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 Tenancy 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:

.....

.....Postcode.....

1.4 The tenancy will start on (the entry date).

This is regardless of the date on which this Agreement is signed or the date on which you move into the house.

The tenancy will continue from the entry date until the termination date which is.....

However, if neither you nor us end the tenancy in one of the ways described in Part 6 of this Agreement the tenancy will be automatically renewed for the same period unless we and you agree that the renewed tenancy should be for a different period. That renewed tenancy will also be a short Scottish secure tenancy. In some circumstances, this short Scottish secure tenancy may automatically convert to a Scottish secure tenancy 12 months after the date of entry. See Part 6 for more details.

1.5 **The rent is £..... week payable in advance on or before the first day of each rental period. Payments by any other frequency must be written agreement between us and you.**

The following period(s) is/are rent free

1.6 **We may provide services in connection with your tenancy. If we currently do so, they are set out in the schedule(s) attached to this Tenancy Agreement which further details the type and the cost of each of those services. The schedule forms part of this Tenancy Agreement. It is an essential condition of this Tenancy Agreement that you accept and if appropriate pay for the services provided. Should we subsequently propose to provide services or vary the current services this will be by written agreement between us and you.**

Appendix 1

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 increase 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 12 months.** You have a right to a statement of our rent and service charge policy. See paragraph 7.3 of this Tenancy Agreement for more details.

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

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

1.9 You can telephone us or write to us at our offices at John Dickie Street Kilmarnock or your local area office if you would like to know more about anything contained in this Tenancy Agreement. We will do our best to help you. You can also get independent advice and information from a number of organisations such as Law Centres, Solicitors, Housing Advice Centres, Citizens Advice Bureaux, Tenants Associations, the Commission for Racial Equality, the Equal Opportunities Commission and the Disability Rights Commission.

1.10 If you want another copy of this Tenancy 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 Tenancy Agreement which is binding on you and us.

1.11 Interpretation

In this Tenancy 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 house is located (such as the roof, guttering, and outside walls) as well as any common facilities in that building or in the garden area associated with the house (such as the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, back green and back court)

- **Repair** - see paragraph 5.1
- **House** - see paragraph 1.2
- **Co-habitee** - a person, whether of the opposite sex or not, who is living with you in a relationship similar to that of husband and wife
- **Family** - this term includes: your spouse, 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
- **Short Scottish secure tenancy** - a tenancy as defined by section 34 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 Tenancy Agreement was entered into, this Tenancy 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 Tenancy Agreement if they were the tenant. If they do, we will treat you as being responsible for any such action.

1.14 Changing the Tenancy Agreement

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

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

1.15 Joint and Several Liability

If two or more people have signed Tenancy Agreement, they are jointly and severally liable for the terms and conditions of this Tenancy Agreement. This means that each one of them is fully responsible for making sure that

Appendix 1

all the conditions in this Tenancy 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 of this Tenancy Agreement for more details.

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. If we ask, you must tell us who is living in the house. You should tell us as soon as there is a change in those who are living in your house.

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

- **The house and any garden area associated with the house;**
- **Decoration;**
- **Our furniture;**
- **The fixtures and fittings;**
- **The common parts;**
- **Your neighbours' property.**

during the whole period of your tenancy, including times, when the house is unoccupied.

For example:

- **You must tell us if you intend to go away for more than four weeks and your house will be unoccupied during that time. You must also provide us with a contact address and telephone number in case we require to contact you in connection with your tenancy. Should you intend to go away for more than four weeks you will be required to take all reasonable steps to avoid personal injury to any third party, and damage or danger to your house and property, and that of any neighbouring tenant or owner occupier. These steps may include but are not limited to the following:**
- **Securing the doors and windows of your house,**
- **Taking steps to minimise the risk of damage whilst the house is unoccupied, including ensuring where possible, that the water, gas and electricity supplies are turned off.**
- **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. You must take reasonable steps to minimise the risk of water pipes freezing whilst the house is unoccupied, including where possible draining down the water supply and/or heating the house in accordance with paragraph 2.7 of this Tenancy Agreement. You must also ensure that the house is secure. We will not accept responsibility for personal injury to you or any other person or for loss or damage to furniture, fittings or decoration which result from your failure to comply with this condition. We also reserve the right to recover all expenses incurred by us as a consequence of your failure to comply with this condition, including the cost of carrying out any emergency repairs.**

Appendix 1

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. Any such permission will be subject to the business being incidental to your occupation, and not amounting to a change in use of the subjects. If we give permission, we may also increase your rent. See paragraph 9.3 of this Tenancy Agreement for more details.

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 accordance with our allocations policy. If we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.

2.5 You must not keep animals (including domestic animals, poultry, pigeons, or fowls) in or about the house or garden associated with the house without our written permission. If permission is granted the following conditions will apply:

- **Keeping your animal must not be 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 animals under control.**
- **You must take all reasonable steps to prevent such animals causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your animal.**
- **You must take reasonable care to see that such animals do not foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts.**
- **We are entitled to require you to remove from the premises any animal which we consider is causing nuisance or damage.**
- **You are responsible for cleaning up any mess caused by any animals owned by you or anyone living with you or visiting you.**

See paragraph 9.3 of this Tenancy Agreement for more details.

2.6 You must not use or allow the house or garden associated with 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** You must make reasonable efforts to heat the house, to a reasonable temperature at a reasonable cost using any suitable means provided in the house for doing so. 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 in keeping the common parts clean and tidy. If you share a common stair, you must also take your turn in regularly cleaning, washing and keeping tidy the common stair, its windows, banisters and any bin chute accesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be intimated to you in writing and will be binding on you. If you do not do the works required of you under this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies open to us.
- 2.9** You must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying areas. You must allow neighbours to take access over paths and other areas set-aside for access. 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 intimated to you in writing and will be binding on you.
- 2.10** If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming over-grown, untidy or causing a nuisance (unless we have agreed to take care of it for you). 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 intimated to you in writing and will be binding on you. If you do not do the works required of you under 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 hedges or trees without our written permission. You must also comply with any tree preservation order, or other statutory requirements affecting the hedges or trees in the garden.
- 2.11** If you share a garden with others, you must take your turn with them to keep it from becoming overgrown, untidy or causing a nuisance (unless we have agreed to take care of your turn for you). 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 intimated in writing to you and will be binding on you. If you do not do the works required of you under 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 hedges or trees without our written permission. You must also comply with any tree preservation order, or other statutory requirements affecting the hedges or

Appendix 1

trees on the garden.

- 2.12** No property belonging to you or anyone else living with you or visiting you, including bicycles, motorcycles or prams, should be placed or stored in any of the common parts except in areas which are specifically set aside for storage of your property. You must not do anything, which may cause inconvenience or danger to anyone using the common parts.
- 2.13** You must put all your household rubbish for collection in the bin store or other proper place allocated for it. You must ensure that your rubbish is properly bagged and sealed. 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). You should contact the Cleansing Service to arrange for garden refuse to be uplifted.
- 2.14** You may not use heaters fired by paraffin or liquid petroleum gas without our written permission. We will not withhold our permission unreasonably, and may impose conditions as to the number of heaters permitted, the storage of canisters, as well as conditions relating to safety precautions.

See paragraph 9.3 of this Tenancy Agreement for more details.

- 2.15** No vehicle, boat, caravan or trailer other than family sized motor cars used for private use belonging to you or anyone living with you or anyone visiting you may be parked on our land unless:

- It is a public road;
- We have given you written permission ; OR

AND, in every case,

- This does not cause an inconvenience or nuisance or annoyance to your neighbours.

See paragraph 9.3 of this Tenancy Agreement for more details.

- 2.16** Nothing belonging to you or anyone living with you or your visitors may be placed or stored on our land without our written permission. No structures may be erected on, or alterations made to our land without our written permission.

See paragraph 9.3 of this Tenancy Agreement for more details.

2.17 If you want to change any part of this Tenancy 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 9.3 of this Tenancy Agreement 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, but without altering the terms of paragraphs 3.1 and 3.2 of this Tenancy Agreement, 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 animals or allow them to foul or cause nuisance, foul or cause damage to other people's property;**
- **Be noisy or disruptive or cause a nuisance to any person in the neighbourhood;**
- **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;**
- **Fail to prevent or allow your children to cause nuisance or annoyance to other people.**
- **Harass or assault any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;**
- **Use or carry offensive weapons in or in the locality of the house;**
- **Use or sell unlawful drugs or sell alcohol in or in the locality of the**

house;

3.4 In addition, if you have been granted permission for any of the following you, those living with you, and your visitors must not do the following in an anti-social way:

- Run a business from your house;
- Park any vehicle, caravan or trailer;
- Carry out work to any type of vehicle, caravan or trailer;

The particular prohibitions on behaviour listed in paragraphs 3.3 of this Tenancy Agreement do not in any way restrict the general responsibilities contained in paragraph 3.1 of this Tenancy Agreement.

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, without a permit.

3.6 You will be in breach of this Tenancy Agreement if you, those living with you, or your visitors, do anything, which is prohibited in this part of this Tenancy Agreement.

3.7 If you have a complaint about nuisance, annoyance or harassment being caused by a neighbour (or anyone living with him/her or his/her visitors), you may report it to us. We will act on your complaint in accordance with the procedures set out in our Neighbour Disputes Procedures. A copy of our Neighbour Disputes Procedures is available from our offices at John Dickie Street, Kilmarnock or your local area office on request.

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.

Appendix 1

4 Subletting, assignment, exchange of your tenancy, giving up possession to a third party and creating a joint 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; OR
- Otherwise give up possession to a third party,

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, give up possession or assign 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); **AND**
- **When you want the sub-letting, lodging, assignment, exchange or giving up of possession to take place.**

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 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.

4.3 We will not unreasonably refuse permission for an assignment, subletting, giving up of possession or taking a lodger. Reasonable grounds for refusing permission include the following but are not limited to

- we have served a notice on you warning that we may seek eviction on certain grounds because of your conduct; **or such a notice has been served by any landlord on the person you wish to assign to, or sub-let to, or give up possession to, or to become a joint tenant or lodger,**

or any of their family who shall be living with them.

- we have obtained an order for your eviction; **or such an order has been obtained by any landlord against the person you wish to assign to, or sub-let to, or give up possession to, or to become a joint tenant or lodger, or any of their family who shall be living with them.**
- 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 9.3 for more detail on getting permission.

4.4 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. We will determine whether any subsequent tenancy granted in respect of our house(s) will be held on a Scottish Secure Tenancy or a Short Scottish Secure Tenancy basis. Reasonable grounds for refusing permission include the following: but are not limited to:

- we have served a notice on you warning that we may seek eviction on certain grounds because of your conduct; or a similar notice has been served on the person with whom you wish to exchange, or any of their family who shall be living with them.
- we have obtained an order for your eviction; **or an eviction order has been obtained against the person with whom you wish to exchange, or any of their family who shall be living with them.**
- 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; **or your house is substantially larger than the other family need, or is not suitable for the needs of the other family.**
- the proposed exchange would lead to the criminal offence of overcrowding.
- **There are less than 3 months left to run in the agreement**

These examples do not in any way alter our general right to refuse permission on reasonable grounds. See paragraph 9.3 for more detail on getting permission.

4.5 If you are married, or if you live in the house with someone as husband and wife,

Appendix 1

we may need their consent to the proposed change. **If you are a joint tenant, we will need the other tenant's written consent to the proposed change.** If you want to change the joint tenancy to a single tenancy because the other joint tenant has abandoned the tenancy, a separate procedure applies. See paragraph 6.8 of this Tenancy Agreement for more details.

5 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

Repairs and maintenance: our responsibilities and rights

- 5.1** In this Tenancy Agreement, the words "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 respects reasonably fit for human habitation**. We will carry out all repairs or other work within a reasonable period of becoming aware that the repairs or other work need to be done. **Once begun, the repairs or other work will be finished as soon as reasonably possible. All repairs or other work 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 as a result of the inspection 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 for which we are responsible within a reasonable period if the damage poses a danger to any user. We may require the consent of any other person to carry out such repairs. We will do our best to get this but we may be unable to do repairs until we get such permission.**
- 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 of this Tenancy Agreement include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness as well as the obligations contained in this paragraph. We will provide and maintain the 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 condensation dampness we will carry out a full inspection to determine the cause. If the dampness is partially or wholly caused by your use of the house, and, in particular by your failure to heat or ventilate the house in accordance with paragraph 2.7 of this Tenancy Agreement, you will be responsible for taking any remedial action required to ensure compliance with paragraph 2.7 of this Tenancy Agreement. If the dampness is partially or wholly caused by a deficiency in, any feature of the house provided by you (including any heating household appliances), you will be responsible for carrying out repairs or taking any

Appendix 1

other remedial action

required to alleviate the condensation dampness within a reasonable time. If the dampness is partially or wholly caused by a deficiency in, any feature of the house, provided by us, or the absence of any such feature (including insulation, provision for heating or ventilation), we will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time.

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. **However you will be responsible for the cleaning of any fireplace, flue and chimney serving the house.**
- 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 to accept responsibility.
- **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.**
- **Gas fires, gas cookers and other gas appliances which are not owned by us will also be subject to an annual gas safety check, however repairs and/ or replacements are not included in this service**

and are your responsibility. Any gas fire, gas cooker or other gas appliance found to be faulty will be disconnected from the gas supply and marked unsafe. Thereafter, it is your responsibility to ensure the necessary works are carried out by a CORGI Registered contractor, and in accordance with the current gas regulations.

- 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.
- 5.10** We will repair damage caused by vandals provided that you have reported the damage to the police and us as soon as reasonably possible after the damage is discovered, and we are reasonably satisfied following investigation that this is the cause of the damage. **However, you are responsible for repairing damage caused wilfully accidentally or negligently by you, anyone living with you or an invited visitor to the house. If you fail to carry out such repairs within a reasonable time and we decide to carry out the work, you must pay us for the cost of the repairs.**
- 5.11** We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent re-housing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.
- 5.12** We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs 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, electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. for the purposes of carrying out inspections, repairs or improvements to the house or adjoining property. 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, for any of the above purposes, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.**
- 5.13** If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied. These steps may include, but are not limited to the following:
- **Requiring the tenant to secure the doors and windows;**
 - Requiring the tenant to take steps to minimise the risk of damage whilst the house is unoccupied including requiring the tenant to ensure that where possible the water, gas and electricity supplies are turned off as provided for in paragraph 2.2 of this Tenancy Agreement.
- 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**

Appendix 1

this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you reasonably incur as a direct 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 Tenancy Agreement continue until this Tenancy Agreement comes to an end.

Repairs and maintenance: your responsibilities and rights

5.16 You must report to us, as soon as reasonably possible, after the damage is discovered, any damage to the house, the common parts or loss or damage to our property. You can do this in person by calling at our offices at John Dickie Street Kilmarnock or your local area office or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours. Telephone 0845 724 0000. We will not be responsible for any loss or damage to property or injury to any person arising from any delay by you in reporting the need for repair.

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.

The repairs you are responsible for are as follows:

Inside

- Any fitment that you have added to your home
- Decoration
- Doors, hinges, drawers and shelves
- Pelmets, curtains, rails, coat hooks and pulley ropes
- Chimney sweeping
- Fireplace kerbs, tiles and ash pans
- Electric plugs and fuses
- Light bulbs, tubes and starters for fluorescent lighting
- Batteries for smoke detectors
- Plugs for sinks and baths
- Toilet seats and covers

Outside

- Keys, door bells and name plates
- Garden and drive
- Clothes props and rotary drier lines
- Coal bunkers
- Other paths which are not access paths to the front or back door.

5.18 If we have delayed or failed to carry out certain types of repair, you may have the right to carry out these repairs yourself. You may also be entitled to compensation. Copies of any regulations made will be available either at our offices at John Dickie Street, Kilmarnock or your local area office on request.

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

- You have notified us in writing about the need for the repairs; AND
- We have not done those repairs in accordance with our repairs policy, which we will have made available to you AND
- You have thereafter made a formal complaint under our complaints procedure (see paragraph 9.1 of Tenancy Agreement for more details;

AND

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

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU TAKE ACTIONS TO WHICH YOU ARE NOT ENTITLED TO IN TERMS OF THIS PARAGRAPH.

All repair work instructed by you must be done to our reasonable satisfaction, at a reasonable cost by a reputable firm, to the standard of a reasonably competent contractor using good quality materials, and must conform to all current legislation. Should we determine that the cost is unreasonable you will only be entitled to deduct what we determine to be a reasonable cost.

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 further details of which can be obtained from our offices at John Dickie Street, Kilmarnock or your local area office on request.

Alterations and improvements

Appendix 1

5.21 If you want to:

- **Alter, improve or enlarge the house, fittings or fixtures;**
- **Add new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish);**
- **Artex ceilings or walls inside the house;**
- **Put up a garage, shed or other structure;**
- **Decorate the outside of the house;**
- Install any paths or driveways in the garden associated with the house.

You must first get our written permission. Your application for permission must contain details of the works you propose to do. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work and conditions requiring you to obtain all necessary statutory permissions, including Planning Permissions, Building Warrants and Roads Permissions. See paragraph 9.3 of this Tenancy Agreement for more details.

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. **Copies of these regulations are available from our offices at John Dickie Street, Kilmarnock or your local area office on request.**

5.23 If you carry out any alterations or improvements without our permission we can ask you to restore the house to its previous condition, during, or at the end of your tenancy. If you do not do so, we are entitled to do the works required to restore the house to its previous condition and to charge you for this work.

6 ENDING THE TENANCY

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

6.1 By Notice from you

You, give us written notice that you want the tenancy to end on the termination date. 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.

6.2 By Notice from us

We serve you with a notice to quit expiring on the termination date of this Agreement. This notice to quit will be served at least 40 days before the termination date. This notice will only have the effect of preventing the tenancy under this Agreement from automatically renewing. You will not have to leave the house unless and until we obtain a court order.

6.3 By Written Agreement

By written agreement between you, 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.

6.4 By Court Order once the fixed period of the tenancy has ended **if you have not yet vacated the house.**

The sheriff grants an order for eviction where you have not vacated the house following our service of the notice referred to at 6.2 above

If we raise court proceedings, the court must make an order allowing us to repossess the house if it appears that:

- the original term of the tenancy has come to an end; AND
- **we have sent you the written notice referred to at 6.2 above to prevent the tenancy automatically renewing**
- there is no further tenancy agreement between us and you for the house; AND

The court must grant decree for repossession where we have followed the above procedures.

6.5 By Court Order on other grounds

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 notice. We will also send that written notice to anyone else living with you who is a member of your family aged 16 or over and your lawful sub-tenants, lodgers, and assignees. They will also have a right take part in the court proceedings.

The Schedule 2 grounds:

Appendix 1

- 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 6 months without good reason or you have stopped living in it as your principal home;
- we gave you this tenancy as a result of false information given by you in your application for the house;
- you, someone residing in your house, or anyone visiting it, has acted in an anti-social manner towards (or harassed) someone else in the locality and it is not reasonable for us to transfer you to another house.
- In all the above cases, the sheriff must also be satisfied that it is reasonable to make an order for eviction.
- you or someone residing in 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 reasonably 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 6 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 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.

6.6 By Abandonment by you

We have reasonable grounds for believing that you have abandoned the house. 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 6 months. We will secure the safe custody of any property which is found in the house provided its value is sufficient to cover the costs of storage. 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.

6.7 By Death

By your death. Your tenancy cannot be inherited by anyone after you die. **However, if there is a surviving joint tenant, s/he will become the sole tenant on the death of the other tenant.**

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 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 tenant has a right of appeal to the sheriff.

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

6.10 Conversion to Scottish secure tenancy

If you were given this short Scottish secure tenancy for one of the following three reasons, your tenancy may convert to a Scottish secure tenancy. These reasons are:

- an order for repossession of a house was made against you in the 3 years before the beginning of this tenancy because of anti-social or similar behaviour;
- an anti-social behaviour order has been made against you or a member of your household before the beginning of this tenancy;

Appendix 1

- an anti-social behaviour order was made against you, your subtenant, lodger or a member of your household and we converted the Scottish secure tenancy that you had over the house into a short Scottish secure tenancy by serving you with a notice.

In these cases, provided we had not taken steps to terminate this Tenancy Agreement your tenancy will normally convert automatically to a Scottish secure tenancy 12 months after the creation of this tenancy.

- During your tenancy we will make available appropriate housing support services to you with a view to enabling conversion of the tenancy to a Scottish secure tenancy.
- However, if we have served a notice terminating the agreement or have served notice, within those 12 months, telling you that we intend to start legal proceedings to evict you, the tenancy may not convert at the end of that 12-month period unless
- the notice expires or we withdraw the notice; OR
- we are unsuccessful in any court proceedings for your eviction.
- If the tenancy does convert to a Scottish secure tenancy, we will tell you this and the date when the conversion took place we will issue you with a new tenancy agreement.

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

- Leave the house in a clean and tidy condition, if you do not do so we will arrange for the house to be cleared and cleaned and will charge you for this.
- Leave any garden associated with the house in a clean and tidy condition, if you do not do so we will arrange for the garden to be cleared and cleaned and will charge you for this.
- Remove all your belongings;
- Make sure any lodgers or sub-tenants leave with you and remove all of their belongings;
- Allow us access to your house before you move out, at reasonable times, to show new tenants round;
- Hand in your keys to your local 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 of this Tenancy Agreement;

- 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 5.22 of this Tenancy Agreement;
- Leave the house in good decorative order;

:

Information and Consultation

- 7.1** You are entitled, under the Data Protection Act 1998 to inspect personal information held on you in our housing files. We will provide photocopies of this information on request. We may make a charge for this. We will provide you with a copy of any such information we hold within forty days of your request in writing. You may have other rights under that Act in relation to your personal data, which we will honour. **You are entitled to check information you have provided in connection with your housing application free of charge.**
- 7.2** We will publish an annual report on our housing management performance, which you may obtain from us on request. We will give you information about your right to buy your house, and the likely consequences for you if you decide to buy your house, before the beginning of the tenancy. We will give you information about our complaints procedure.
- 7.3** 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,
 - Whether you have the right to buy your house(see also paragraph 9.1 which explain you do not have the right to buy your home)
 - The right to buy your house;
 - 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.

7.4 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 which affect you
- Proposals for the sale or transfer of your house to another landlord;
- Decisions about the information to be provided relating to our standards of housing management and performance;
- Performance standards or targets in relation to housing management repairs and maintenance;
- Our tenant participation strategy.

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

8 COMPLAINTS

8.1 If you think that we have broken this Tenancy 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 at our offices at John Dickie Street, Kilmarnock or your local area office on request.

8.2 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.

8.3 If we have failed to carry out any of our material obligations under this Tenancy 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 Tenancy Agreement; AND
- Subject to our being satisfied that the obligations complained of are material, we have not thereafter fulfilled our obligations within a reasonable period; AND
- you have thereafter made a formal written complaint under our complaints procedure (see paragraph 8.1); AND
- you have finished the complaints procedure and you are still

Appendix 1

dissatisfied;

OR 3 months has 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. IN MOST CASES YOU WILL HAVE TO PAY TO US ANY SUMS WITHHELD ONCE WE HAVE COMPILED WITH OUR OBLIGATIONS.

9 GENERAL PROVISIONS

9.1 RIGHT TO BUY

Your tenancy is excluded from the Right to Buy scheme because it is a short Scottish secure tenancy. Therefore, you do not have the right to buy your house under Part III of the Housing (Scotland) Act 1987 as amended by the Housing (Scotland) Act 2001.

9.2 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.

9.3 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 for which we have given you permission is anti-social to anyone in the neighbourhood.**
- **If you object to our decision, you can appeal using our complaints procedure.**
- If the request for permission is about taking a lodger, sub-letting, assignation, exchanging the house (see Part 4 of this Tenancy 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 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 the request for permission is about alterations or improvements, etc. to the house (see paragraph 5.21 of this Tenancy 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 the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see paragraphs 2.3 and 2.18) and you object to our decision, you have a right of application to the sheriff.

9.4 NOTICES

If you want to send any document to us or request our permission it will be

Appendix 1

sufficient if you send or deliver it to us at our Offices at John Dickie Street or your local area housing office. If we want to give you any document, we will deliver it to you, leave it at your last known address or send it by recorded delivery to your last known address. We will assume that this is your current address and that all documents to you should be sent there unless you tell us that you want anything to be sent to another address.

9.5 COMPLETION OF THIS TENANCY AGREEMENT

By signing this document, you are completing a legally binding contract

committing you to all of the terms of this Tenancy Agreement.

SIGNED FOR LANDLORD
NAME
WITNESS NAME
WITNESS SIGNATURE
WITNESS ADDRESS
DATE

SIGNED BY TENANT/JOINT TENANT
WITNESS NAME
WITNESS SIGNATURE
WITNESS ADDRESS
DATE

SIGNED BY TENANT/JOINT TENANT
WITNESS NAME
WITNESS SIGNATURE
WITNESS ADDRESS
DATE

Tenancy Reference Number	For Office Use Only
Tenants Name	Date of Birth
Joint Tenant Name	Date of Birth
Address	
Date tenancy commenced	
Rent at commencement date	Postcode

Appendix 1