

REPORT TO: HOUSING COMMITTEE – 19 AUGUST 2002

REPORT BY: DIRECTOR OF HOUSING

REPORTY ON: SCOTTISH SECURE TENANCY

REPORT NO: 595-2002

1. PURPOSE OF REPORT

The purpose of this report is to seek Committee approval for the new Tenancy Agreement (*attached as Appendix 1*) to be introduced as part of the requirements of the Housing (Scotland) Act 2001, after 30 September 2002.

2. RECOMMENDATIONS

It is recommended that:

- 2.1. Housing Committee approve Dundee City Council's version of the Scottish Secure Tenancy Agreement.
- 2.2. The Director of Housing implements a programme of signing up all existing and new Council tenants to the new Tenancy Agreement.
- 2.3. The Director of Housing is authorised to make minor necessary changes to the Tenancy Agreement prior to implementation and to accommodate changes in areas of service delivery as they are reviewed.

3. FINANCIAL IMPLICATIONS

- 3.1. Funding has been given by the Scottish Executive to assist the Council with the implementation of the Scottish Secure Tenancy.
- 3.2. The grant awarded is £210,700. This is to assist in the development of the Scottish Secure Tenancy (*and the Short Scottish Secure Tenancy*), to provide information to tenants on the SST and its implications, and to sign up all existing tenants.

4. LOCAL AGENDA 21 IMPLICATIONS

The following Local Agenda implications are met.

- 4.1. The wide consultation on the new Tenancy Agreement has empowered all sections of the community to participate in decision making.
- 4.2. Access to the knowledge and information needed to enable everyone to play a full part in society.

5. **EQUAL OPPORTUNITIES IMPLICATIONS**

- 5.1. In developing the new Tenancy Agreement, a commitment has been made to involving and consulting all tenants on issues which affect them.
- 5.2. In signing up tenants to the new Agreement, action will be taken to improve access to information for all.

6. **BACKGROUND**

- 6.1. The Housing (Scotland) Act 2001, introduces a new Scottish Secure Tenancy which replaces the existing secure tenancy agreements for tenants of Local Authorities and other registered social landlords.
- 6.2. The Scottish Secure Tenancy will come into effect on 30 September 2002 and will apply to all existing tenants and to new tenancies created after that date. Existing tenants will have to sign up to the new Agreement.
- 6.3. The Scottish Executive published a model Tenancy Agreement to assist landlords develop (*in full consultation with tenants*) new Tenancy Agreements. This model detailed the statutory provisions of the Housing (Scotland) Act.
- 6.4. The Housing Department has followed the Scottish Executive's recommendation that the new Tenancy Agreement is based on the model provided, with additional contractual clauses added to reflect local circumstances.
- 6.5. The new Agreement is a lengthy document. Therefore, also in line with the Executive's recommendation, the Housing Department is preparing a summary version of the Tenancy Agreement. This will be used to explain the main rights and responsibilities to tenants at the time of signing.
- 6.6. Other relevant documents (*eg Right to Buy information*) are also being updated in line with the new legislative requirements. In addition, there is a new statutory requirement to provide public information about main areas of policy and service delivery.
- 6.7. The Tenancy Agreement will be one of the areas of service delivery subject to regulation and inspection by Communities Scotland.
- 6.8. The Director of Housing is authorised to make minor necessary changes to the Tenancy Agreement as required. This will allow guidance and advice being issued regarding Supporting People, other parts of the Housing (Scotland) Act 2001 or other legislation to be taken account of prior to implementation and to ensure the Tenancy Agreement continues to reflect current statute, policy and procedures as they are reviewed.

7. **CONSULTATION**

- 7.1. An officer/DFTA working group was set-up to prepare a new Tenancy Agreement, based on the model suggested by the Scottish Executive.

- 7.2. A newsletter was issued to every member of staff in the Housing Department and to every Council tenant, outlining some of the major changes and providing the opportunity for comment/suggestions. Responses were incorporated into the Agreement.
- 7.3. A joint consultation day between the Housing Department and the DFTA was held with tenant representatives to discuss the content and format of the Tenancy Agreement.
- 7.4. An independent consultant was brought in to give advice and assistance to tenants as part of the consultation process.
- 7.5. The Legal Department have provided ongoing advice and guidance and have agreed the contents of the Tenancy Agreement.

8. **THE SIGNING PROCESS**

- 8.1. All existing 17,500 tenants will have to sign up to the new Tenancy Agreement.

This will present a considerable challenge to the Housing Department. In recognition of the scale of the task, the Scottish Executive have allowed up to 2 years for all signings to be completed. This means that, on average, we will have to sign up almost 1,000 tenants per month, between existing and new tenants.

The award of grant, as outlined in 3.2 is intended to assist the Council in fulfilling its legal obligations.

ELAINE ZWIRLEIN
DIRECTOR OF HOUSING

Signed: _____

Date: _____

DUNDEE CITY COUNCIL

TENANCY AGREEMENT



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Key No: _____

Purn No: _____

Date: _____

TENANCY AGREEMENT

1. INTRODUCTION

- 1.1. This document is a Scottish Secure Tenancy Agreement between us, Dundee City Council, 1 Shore Terrace, Dundee, 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. If you are joint tenants, each of you is fully responsible for keeping to all the conditions in this Agreement, including making sure the rent and any other charges is/are paid.

- 1.3. The full address of the house is:

Size and Type: _____

Location and Capacity: _____

- 1.4. The tenancy will start at noon on Monday _____ and will continue from the entry date on a weekly basis until the tenancy is ended by either party.

- 1.5. The rent (and any other charges) as detailed below is/are payable in advance on a weekly basis.

Rent	£
Furniture Charge	£
Communal Cleaning Charge	£
Concierge Charge	£
Sheltered Charge	£
Heating Charge	£
General Counselling and Support	£
Household Insurance	£
V.A.T.	£

Total Payable**£**

1.6. We will consult you about any proposed increase in rent or service charges 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 more than once every twelve months. A statement of your rent and any service charges will be sent to you quarterly and you have the right to request a current statement at any time. See clauses 8.3 and 8.4 for more details.

1.7. 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.

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

1.8. 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, Housing Advice Centres, Citizens Advice Bureaux, Tenants' Associations, the Commission for Racial Equality and the Equal Opportunities Commission.

1.9. 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.

1.10. **Interpretation**

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

- We/us – the Landlord.
- You – the tenant and any joint tenant.
- Tenant – includes any joint tenant.
- Neighbour – any person living in the locality.
- Neighbourhood – the locality of your house.

- Accommodation – it is referred to as the “house” in this agreement. This includes the fixtures and fittings contained within it, 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. 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 to access to 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 or outside that building (such as: the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, fences, walls, back green and back court).
- Repair – 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.
- 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 – this 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 2 occasions.
- Overcrowding – more people are permanently living in the house than is allowed by law.
- Scottish Secure Tenancy – a tenancy as defined by section 11 of the Housing (Scotland) Act 2001.

1.11. This Tenancy Agreement, in parts, attempts to summarise current legislation. In case of conflict between those parts and current legislation, the legislation shall prevail. Where legislation has been amended since this Agreement was entered into, this Agreement shall be read consistently with the amended legislation.

1.12. **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 1.6 above, OR
- We or you apply to the Sheriff under Section 26 of the Housing (Scotland) Act 2001 for an order to change the Tenancy Agreement and the Sheriff grants such an order.

1.13. **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 they keep to all conditions in this Agreement, including payment of rent and any other charges. You can apply for a joint tenant to be added to the tenancy, see paragraph 4.1.

2. **USE OF THE PROPERTY AND THE COMMON PARTS**

- 2.1. You must take occupation and furnish the house and use it solely as your only or principal home. If we ask, you must tell us who is living in the house. You must tell us as soon as there is a change in the number of persons who are living in your house. Failure to occupy the house as your only or principal home is a breach of your tenancy conditions and we have the right to take steps to repossess your home.
- 2.2. You, those living with you, and your visitors must take reasonable care to prevent damage to:
 - The house.
 - Decoration.
 - Our furniture.
 - The fixtures and fittings.
 - The common parts.
 - Your neighbours' property.

For example:

- Before you leave the house, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your house.
- 2.3. You and/or anyone living with you must not run any kind of business from the property without first getting our written permission. If we give

permission, we may attach certain conditions. We have the right to withdraw permission if your activities are causing a nuisance to others.

- 2.4. You must not allow your house to become overcrowded. If the overcrowding is as a result of an increase in the size of your family living with you, you should apply to us for a house transfer. We will try to get you a larger house. In this circumstance only, we will not treat you as being in breach of this condition.

However, if we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.

- 2.5. No cats or dogs (except Guide Dogs etc.) are allowed in multi-storey blocks whether brought in by you, members of your household or by your visitors. In other types of property we will normally give permission to keep only one dog and/or cat. You must get our written permission to keep any kind of animal, bird, reptile or exotic insect.

The following conditions apply.

- You must not keep a pet which is prohibited by the Dangerous Dogs Act 1991, or by any other law.
- You are responsible for the behaviour of any pets owned by you or anyone living with you or visiting you.
- You must take all reasonable steps to supervise and keep pets under control.
- You must take all reasonable steps to prevent pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet.
- You must take reasonable care to see that pets do not 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.
- You are responsible for cleaning up dog faeces of any dog you own or any dog owned by a visitor to your home. This will apply to the area surrounding your house including the common parts.

We have the right to require you to remove your pet should you breach any of the above conditions. We may also withdraw permission to keep pets.

- 2.6. You must not use the house or allow the house to be used for illegal or immoral purposes. This includes, but is not limited to, the following, dealing in controlled drugs, running a brothel, dealing in stolen goods, illegal betting and illegal gambling.

- 2.7. While you are in occupation of the house, you must make reasonable efforts to heat the house, taking into account your income. You must make reasonable efforts to ventilate the house using any suitable means provided in the house for doing so.
- 2.8. You must take your turn on a rota basis, with all other tenants and owner occupiers sharing the common parts, in keeping them clean and tidy. If you share a common stair, you must also take your turn in regularly cleaning, washing and keeping tidy the common stair, its windows, banisters and any bin recesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others.

Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies open to us.

- 2.9. In many areas we provide a communal cleaning service. This cleaning will be done to an acceptable standard by a competent contractor, using good quality materials in accordance with the current specification. A charge will be made for this service. Where your home is covered by a communal cleaning service, you will be expected to keep the stair and landing clean between washes. Bin recesses will continue to be your responsibility. (In areas where we intend to set up a communal cleaning service we will consult with you before such a service is provided). In addition we will provide details of what is included in the cleaning service.
- 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 of garden walls and fences and keep your garden from becoming untidy, overgrown or causing a nuisance. If you fail to do this, we are entitled to decide exactly what work requires to be done so as to comply with this duty. Before making our decision, we will consult with you. Our decision will be binding on you. If you do not do the work contained in this paragraph we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless you planted them.
- 2.12. 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. 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, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do anything which causes inconvenience or danger to anyone using the common parts.

- 2.14. You must put all your household rubbish for collection in the bin provided and ensure that the bin is housed in the bin store or other proper place allocated for it. If your bin is normally collected from the street, it must not be put out earlier than the evening before the day of collection. After your bin has been emptied, it must be returned to the normal storage place on that day. You are responsible for ensuring that the inside and outside of your bin is kept in a clean condition, at all times. (This does not apply where large bulk bins are used by more than one household). If you fail to comply with this requirement, we may arrange for the cleaning of the bin and charge you accordingly.

Special arrangements can be made for the removal of large items, such as furniture. A charge is made for this. You should consult your Area Housing Office.

- 2.15. You must not use heaters fired by liquid petroleum gas (such as Calor Gas) or paraffin in or around your home. You must not store liquid petroleum gas (such as Calor Gas), paraffin or any other hazardous substance in or around your home.

- 2.16. No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on our land unless:

- That land is set aside for parking, OR
- We have given you written permission, OR
- It is a public road,

AND, in every case,

It must not cause a nuisance or annoyance to your neighbours or constitute a public danger or hazard.

- 2.17. Nothing belonging to you, or anyone living with you, or your visitors, may be left or stored on our land unless:

- The land is set aside for that purpose, OR
- We have given you written permission,

AND, in every case,

It must not cause a nuisance or annoyance to your neighbours or constitute a public danger or hazard.

- 2.18. In particular, you, anyone living with you or your visitors must not use our land to:

- Repair vehicles.

- Store or use welding equipment.
- Store cars which are not legally roadworthy.
- Discard or dispose of car engines, engine oil, tyres, other car parts.
- Dispose of large electrical items, household furniture and general household rubbish.

In the case of any dispute our decision will be binding.

- 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.

3. **RESPECT FOR OTHERS**

- 3.1. You, anyone living with you, and your visitors, must not harass or act in an anti-social way or pursue a course of anti-social conduct against any person in the neighbourhood. Such people include residents, visitors, employees, agents and contractors and guests of the Council.
- 3.2. 'Anti-social' means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech. A course of conduct must involve conduct on at least two occasions.
- 3.3. In particular, you, those living with you, and your visitors must not:
- Make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools.
 - Cause unacceptable or excessive noise due to the type of, or lack of, flooring or floor coverings in your home.
 - Fail to control pets properly or allow them to foul or cause damage to our property or other people's property.
 - Allow visitors to your house to be noisy or disruptive.
 - Use your house, or allow it to be used, for illegal or immoral purposes.
 - Vandalise or damage our property or any part of the common parts or neighbourhood.
 - Leave rubbish in unauthorised places.

- Allow children to cause nuisance or annoyance to other people by failing to exercise control over them.
- Intimidate, 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.

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

- Run a business from your house.
- Park any vehicle, caravan or trailer.
- Carry out work to any type of vehicle, caravan or trailer.
- Use or sell alcohol or drugs.

Where there is any dispute the Council's decision is binding.

- 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 valid permit and you comply at all times with all legislation regarding storage of weapons and ammunition. Any firearm or firearm ammunition must be kept in a secure lock fast cabinet.
- 3.6. You, those living with you, and your visitors, must not bring into the house or store in the house any type of offensive weapon.
- 3.7. If you, your children, anyone living with you or any visitor to your home, do anything which is acting in an anti-social manner, it is a breach of this Agreement and action will be taken against you.
- 3.8. If you have a complaint about nuisance, annoyance or harassment being caused by a neighbour (or anyone living with them or their visitors), you may report it to us. We will investigate your complaint within 10 working days. If, after investigation, there are good grounds in our opinion for your complaint, we will take reasonable steps to try to prevent the behaviour happening again.

These steps may include, but are not limited to, mediation or legal action. You will be kept informed of the progress of your complaint and a written answer will be given when the investigation is complete. A copy of our written policy about dealing with anti-social complaints will be given to you when a complaint is made. You can also request a copy of our anti-social complaints policy at any Area Office.

- 3.9. 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 Corporate Complaints Procedure, a copy of which is available at any Council office. You may also wish to take independent advice.

4. **SUB-LETTING, ASSIGNATION AND EXCHANGE OR CHANGES TO YOUR 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.
- Change your tenancy to a joint tenancy.

You must first get our written permission. To do this, you must tell us in writing:

- The details of the proposed change including who you want to take as a lodger or joint tenant or to whom you want to sub-let or assign or with whom you wish to exchange (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, assignation, exchange or change in tenancy 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 six months before the date of your written request.

4.2. We will not unreasonably refuse permission for an assignation, sub-letting, joint tenancy or taking in a lodger. If we refuse permission, we will notify you of the reasons for our refusal in writing within one month of receipt of your application. Reasonable grounds for refusing permission include, but are not limited to, the following:

- We have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- We have obtained an order for your eviction.
- The rent or deposit that you propose charging is unreasonable.
- The proposed change would lead to the criminal offence of overcrowding.
- We intend to carry out work on the house which would affect 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. If the request for permission is about taking a lodger, sub-letting, assignation or creating a joint tenancy, we will reply to your written request within one month of receipt of the written application. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we must notify you of the reasons for our refusal in writing within one month of receipt of your application. If you are unhappy about our refusal you have the right to make application to the Sheriff.

- 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 is also the tenant of a local authority landlord, a registered social landlord, a water authority or sewerage authority. The landlord does not need to be us.

The other landlord must also agree to the exchange. Reasonable grounds for refusing permission include, but are not limited to, the following:

- We have served a notice on you warning that we may seek eviction on certain grounds because of your conduct.
- We have obtained an order for your eviction.
- Your house was let to you because of your employment with us.
- Your house was designed or adapted for persons with special needs and if the exchange was allowed, there would be no person living in the house who required those designs or adaptations.
- The other house is substantially larger than you and your family need or it is not suitable for the needs of you and your family.
- The proposed change would lead to the criminal offence of overcrowding.

These examples do not in any way alter our general right to refuse permission on reasonable grounds. See paragraph 10.3 for more details on getting permission.

- 4.4. If you are married, or if you live in the house with someone as husband and wife, we may need their consent. If you are a joint tenant, we will need the other tenant's written consent to the proposed change. 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 4.5 below.

4.5. **Abandonment by a Joint Tenant**

If we have reasonable grounds for believing that your joint tenant has abandoned the house, we will give that tenant 4 weeks' notice. If we have reasonable grounds for believing, at the end of the four week period, that the

joint tenant has abandoned the house, we may serve another notice. This second notice will terminate that joint tenant's interest in the tenancy in not less than 8 weeks. That second notice will not terminate the tenancy. It will continue as a single person tenancy.

4.6. Termination by Joint Tenant Alone

A joint tenant may, at any time, end his or her interest in the tenancy of the house by giving 4 weeks' written notice to us and to the other joint tenant. That notice will not terminate the tenancy. It will continue as a single person tenancy.

5. REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

Repairs And Maintenance – Our Responsibilities And Rights

- 5.1. In this Agreement, the word 'repair' includes any work necessary to put the 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 within a reasonable timescale after the tenancy begins.
- 5.3. During the course of your tenancy, we will carry out repairs or other work necessary to put the house in a condition which is tenantable, wind and watertight and, in all other respects, reasonably fit for human habitation.

We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a competent contractor, using good quality material.

- 5.4. We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.
- 5.5. If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.

- 5.6. Our general repair obligations contained in paragraphs 5.2 and 5.3, include a duty to carry out repairs relating to water penetration and rising dampness.
- 5.7. Our duty to repair includes a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.

5.8. We will:

- Keep in repair the structure and exterior of the house;
- Also keep in repair and in proper working order, any installations in the house we have provided for:
 - The supply of water, gas and electricity.
 - Basins, sinks, baths, showers, toilets, water tanks, waste pipes, and any other sanitation equipment installed.
 - Hot water heating.
 - Fireplaces, (where they are the only or main source of heat), central heating installations, flues and chimneys and any other space heating equipment installed.
 - Communal T.V. aerials.

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. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will send you a copy of the current inspection record at the beginning of your tenancy.

It is your responsibility to allow access for annual inspections of gas appliances that have been provided by us. If access is not given after substantial efforts have been made for the inspection of these gas appliances, we may make forced entry.

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.

If your house is served by a communal television aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs and maintenance have to be done we will make reasonable efforts to minimise disruption to you.

- 5.10. Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully or negligently by you, anyone living with you or an invited visitor to 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 and provide us with the Police Incident Number).

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

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

We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity, providing we give you reasonable notice in writing. 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. In an emergency, we have the right to make forcible entry to your house without notice. We have the right of access to the common parts at any reasonable time.

- 5.13. If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take all reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied. These steps may include, but are not limited to, the following:

- To ensuring that its doors and windows are properly secured.

- To ensuring 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, we will reinstate the damage. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. 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.

You shall allow us and our agents reasonable access to enter your house for the purposes of carrying out our repairs and maintenance obligations to you or your neighbour's house.

We operate an emergency telephone service outside office hours for emergency repairs.

- 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 to a reasonable state of cleanliness and includes keeping the house adequately heated and ventilated. However, you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.18. Where you damage the property through deliberate acts of vandalism, neglect or unauthorised alterations, you are responsible for ensuring these repairs are carried out.

If we carry out these repairs on your behalf we will recharge you for the cost. These costs can be paid on a weekly basis as agreed with your local Area Office.

- 5.19. You are also responsible for:
- Replacing batteries (where required) in smoke detectors, and ensure that it is kept in constant working order, by reporting any faults to us immediately.
 - Replacing lost keys (including costs of gaining entry and changing locks).

- Making sure that we are notified immediately of any emergency repair that is required, and for allowing access for these repairs to be carried out.
 - Informing us if your house is to be unoccupied in cold weather and for taking reasonable steps to make sure your water pipes do not freeze.
- 5.20. If we have delayed or failed to carry out certain types of repair there are statutory regulations which give tenants the right to have certain repairs carried out. You may also be entitled to compensation. Where you report a repair which comes under the “Right To Repair Scheme” we will write to you giving full details of how this scheme operates.
- 5.21. 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 these repairs within a reasonable period, AND
 - You have made a formal complaint under our Complaints Procedure (see paragraph 9.1), AND
 - You have finished the Complaints Procedure and you are still dissatisfied, OR three months have passed since you made the formal complaint under the Complaints Procedure.

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU WRONGLY EXERCISE THIS RIGHT. ALL REPAIR WORK INSTRUCTED BY YOU MUST BE DONE BY A REPUTABLE FIRM AND MUST CONFORM TO ALL CURRENT LEGISLATION.

ALTERATIONS AND IMPROVEMENTS

- 5.22. If you want to:
- Alter, improve or enlarge the house, fittings or fixtures.
 - Add new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish).
 - Put up a garage, shed or structure, or carry out external alterations (for example driveways, patios).
 - Decorate the outside of the house.

- Lay fixed flooring or wall coverings (for example tiling, laminate flooring) which may prevent access to services and/or prevent inspections for repairs to your home or an adjoining property.

You must make your request in writing and we will respond within 28 days.

We will not refuse permission unreasonably. We may grant permission with conditions attached including conditions regarding the standard of the work and the materials used. These conditions will include to make good any installations which you have installed and subsequently removed from the house at the end of your tenancy. You will be responsible for the maintenance or repair of any alterations or improvements carried out by you. If any of these improvements or alterations prevent access to services, we will not be liable for any damage caused by us or our agents when gaining entry to these services to carry out necessary work. We may withdraw our permission if the alteration or improvement for which we have given you permission causes unacceptable annoyance or nuisance to anyone living in the neighbourhood. If we refuse permission, we must notify you of the reasons for our refusal, in writing, within one month of receipt of your application. If we do not reply within one month, we are taken to have agreed to your request. If you are unhappy about our decision, you have the right to make application to the Sheriff. You can appeal against a refusal or the conditions we have attached.

- 5.23. 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. Discretionary payments will only be given in suitable circumstances and where there is suitable funding. Full details of the 'Right To Compensation' Scheme are available at all Housing Department Offices.
- 5.24. If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work.

6. **ENDING THE TENANCY**

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

6.1. **By Notice**

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

OR

6.2. **By Written Agreement**

By written agreement between you, any joint tenant, and us. You must tell us at the same time if you are married or if you live in the house with another person as husband and wife. If you do, their agreement may also be required.

OR

6.3. **By Court Order**

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

- You owe us rent or you have broken some other condition of this Agreement.
- Someone residing in your house, or anyone visiting it, has been convicted of using the house or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the house or the locality.
- The condition of the house or common parts, or furniture we have supplied, has deteriorated because of the fault of you or somebody in your household.
- You, and your spouse or partner, 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.
- Someone residing in your house, or anyone visiting it, has been acting in an anti-social manner to anyone else in the vicinity or has pursued a course of conduct amounting to harassment of such a person and it is not reasonable for us to transfer you to another house.

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

- Someone residing in your house has been guilty of harassment, nuisance or annoyance in or in the neighbourhood of the house, or has

continued to cause alarm or distress to someone in the locality and it is appropriate, in our opinion, to transfer you to another house.

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

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

- We want to transfer the house to your husband or wife (or ex-husband or ex-wife) or co-habitee, where one of you no longer wishes to live with the other. In this case, we will offer you a suitable alternative house as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001. The Sheriff must also be satisfied that it is reasonable to grant the order.

OR

6.4. **By Abandonment by You**

We have reasonable grounds for believing that you have abandoned the house. In this case, we may forcibly enter the house to make it secure. We will also give you at least 4 weeks' notice that we believe that you have abandoned the house.

If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, we may repossess it by service of another notice.

You have a right to make application to the Sheriff against repossession within six months. We will secure the safe custody of any property found in the house as long as we consider its value to be greater than the cost of storing it. We have the right to charge you for storage. If you have not

claimed your property within 28 days we have the right to dispose of it.

OR

6.5. By Death

By your death, if the tenancy does not pass to someone else.

OR

6.6. By Sale to You

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

OR

6.7. By Conversion to a Short Scottish Secure Tenancy

If an anti-social behaviour order has been made against you, or anyone living with you, we may serve a notice on you converting your tenancy to a Short Scottish Secure Tenancy. Your tenancy under this agreement ends on service of that notice. You have a right to make application to the Sheriff if we do this.

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

- Leave the house in a clean and tidy condition.
- Remove all your belongings.
- Make sure any lodgers or sub-tenants leave with you.
- Hand in your keys to the Housing Office and obtain a receipt which should be kept by you as a record of this transaction.
- Remove any fixtures and fittings you have installed without our written permission and put right any damage caused.
- Check with us to make sure that you have paid all payments due to us.
- Apply for any compensation you may be entitled to under the Right to Compensation.
- Leave the house in good decorative order.
- Do the repairs that you are obliged to do.
- Give us a forwarding address unless there is good reason for not doing so.

7. SUCCESSION TO THE TENANCY

7.1. Firstly, where you are a joint tenant and the other joint tenant dies, you will continue as the tenant. Similarly, where you are a joint tenant and you die, the other joint tenant will continue as the tenant.

7.2. If you die, and you are a sole tenant, and there are other adults in the household there is an order of priority to succeed the tenancy (set out in paragraph 7.3 below).

7.3. In such a case, the tenancy may be succeeded by one of the following people in the following way, listed in priority order.

- a. A surviving spouse, or co-habitee, provided the house has been this co-habitee's only or principal home for at least six months prior to the death of the tenant. If more than one person qualifies for the tenancy under the terms of this sub paragraph they must decide among themselves who should get the tenancy. If they cannot agree, we will decide which person will succeed to the tenancy.

If no-one succeeds to the tenancy under this provision, then:

- b. Another member of the deceased tenant's family provided he/she is at least 16 years old at the date of death and the house was their only or principal home. If more than one person qualifies for the tenancy under the terms of this sub-paragraph they must decide among themselves who should get the tenancy. If they cannot agree, we will decide which person will succeed to the tenancy.

If no-one succeeds to the tenancy under this provision, then:

- c. A carer, living in the house, who has given up his or her only or principal home to provide care for the tenant or a member of the tenant's family, provided that he/she is at least 16 years old at the date of death. If more than one person qualifies for the tenancy under the terms of this sub paragraph they must decide among themselves who should get the tenancy. If they cannot agree, we will decide which person will succeed to the tenancy.

- 7.4. If someone qualifies for the tenancy in terms of any provision of paragraph 7.3 above but does not want it, they should tell us in writing within four weeks of the death and leave the house within three months. A charge will be made for the actual period of occupation. This charge will normally be equivalent to the rent charge and any other applicable service charges.
- 7.5. The tenancy can only be succeeded to a maximum of twice under the provisions noted above. If the tenancy has already been succeeded 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 qualify to succeed to the tenancy under the above paragraphs, (but for the fact that it had been succeeded to twice already), the tenancy will continue for up to 6 months after the last death. The tenancy will not, however, be a Scottish Secure Tenancy for that period.
- 7.6. Where the house has been built or adapted for special needs, different rules of succession apply. Ask at your local Area Office for further details.
- 7.7. The provisions noted above are a summary of the law contained within Section 22 of the Housing (Scotland) Act 2001. This summary does not alter that law.

8. **INFORMATION AND CONSULTATION**

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

- 8.2. We will publish an annual report on our housing management performance which you may obtain from us on request.

Before the beginning of the tenancy, 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.

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

- The terms of your tenancy.
- Our policy about setting rent and service charges.
- Applying to the housing lists.

- Allocations.
- Transfers of tenancies.
- Succession rights.
- Exchanges of houses between tenants, including where one party to the exchange is the tenant of another social landlord.
- Repairs and maintenance.
- Anti-social complaints policy.
- Corporate Complaints Procedure.
- 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.
- Details of any registered tenants organisation in you area.

8.4. We will consult you about making or changing:

- Policies regarding housing management, repairs and maintenance if the proposal is likely to significantly affect you.
- Proposals for changes in rent and service charges.
- Proposals for the sale or transfer of 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 using the Corporate Complaints Procedure.

You can speak to a member of staff. If you are still not satisfied, you have the right to speak to a Supervisor.

If you are unhappy about the way we have dealt with your complaint, you can write to the Director of Housing at 1 Shore Terrace, Dundee, DD1 3AH.

You can phone our Complaints and Suggestions Helpline Service on 01382 434800 or fill in a Complaints and Suggestions Form which you can get from Dundee City Council Offices, local libraries and Neighbourhood Centres.

- 9.2. If you are still dissatisfied after going through our Complaints Procedure you may wish to take advice from an independent source such as a Law Centre, Housing Advice Centre, Citizens' Advice Bureau or Tenants' Association.

You can also contact the Local Government Ombudsman at:

Freepost,
Edinburgh,
EH3 OEE.

- 9.3. If we have failed to carry out any of our material obligations under this Agreement, you have a right (in addition to any other legal rights you may have) to withhold your rent until we do comply with our obligations.

However, you may only do so if:

- You have told us in writing why you think we have broken this Agreement, AND
- We have not fulfilled our obligations within a reasonable period, AND
- You have made a formal written complaint under our Complaints Procedure, AND
- You have finished the Complaints Procedure and you are still dissatisfied, OR 3 months have passed since you made the formal written complaint under the Complaints Procedure.

YOU ARE STRONGLY ADVISED TO OBTAIN LEGAL ADVICE BEFORE WITHHOLDING YOUR RENT. YOUR HOME IS AT RISK IF YOU WRONGLY WITHHOLD RENT. IT IS ESSENTIAL IN ALL CASES THAT ALL THE RENT WITHHELD IS PLACED IN A SECURE ACCOUNT AND THAT YOU CAN PROVIDE EVIDENCE OF THIS.

10. GENERAL PROVISIONS

10.1. Right To Buy

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

10.2. **Management Services**

You have the right, in terms of Section 55 of the Housing (Scotland) Act 2001, together with other local tenants in a tenant management co-operative, to seek to take over or perform the management of one or more aspects of the housing service that we provide. We will provide more details to you about this right on request.

10.3. **Permissions**

- Where this Tenancy Agreement requires you to obtain our permission for anything you must make your request in writing. We will not refuse the request unreasonably.
- If we refuse permission, we will tell you what the reason is. We will give you our decision in writing as soon as possible.
- We may give you permission on certain conditions. We may withdraw our permission if the activity which we have given you permission for is anti-social to anyone in the neighbourhood.
- If you object to our decision, you can appeal using our Complaints Procedure.
- If the request for permission is about taking a lodger, sub-letting, assignation, exchanging the house or creating a joint tenancy, we will reply to your written request within one month of receipt of the written application. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we must notify you of the reasons for our refusal in writing within one month of receipt of your application. If you are unhappy about our refusal you have the right to make application to the Sheriff.
- If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house and we refuse permission, you have a right of application to the Sheriff.

10.4. **Notices**

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

10.5. **Insurance**

Buildings Insurance

We will be responsible for the insurance of the building and fixtures. We are not responsible for insuring the furniture and other contents of the house belonging to you.

Household Contents Insurance

You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, etc. You are responsible for the insurance of the contents of the house, including decoration and damage/injury to others and/or their property (usually known as third party liability).

The Council makes it easy for you to insure your belongings under a special Household Contents Insurance Scheme. The insurance is arranged with an independent insurance company and is available only to Council tenants. The cost of insurance is payable weekly and payments can be made with your rent. Details of this scheme are available at any of our local Housing Offices.

10.6. **Additional Clauses**

The additional clauses detailed in Schedule A shall form part of this contract.

10.7. **Good Neighbour Charter**

By your signature of this Agreement, you acknowledge that you have received a copy of the Good Neighbour Charter and agree to abide by its terms.

11. IMPORTANT INFORMATION

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

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	_____

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SCHEDULE A

The following additional clauses form part of this Agreement.