



# Tenancy Handbook:

## A Guide for Landlords and Tenants



This information is made available in large print or in an alternative format that meets your needs.

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# Important Information

## Landlord/Agent Details

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

## Responsible for the following services:

Gas Supply \*Tenant / Landlord

Electricity Supply \*Tenant / Landlord

Council Tax \*Tenant / Landlord

(\*Delete as appropriate)

## Responsible for the management of:

Gardens \*Tenant / Landlord

Close/landing/stairway \*Tenant / Landlord

Bin/Binstore \*Tenant / Landlord

(\*Delete as appropriate)

## Equipment locations

<b>Item</b>	<b>Position in Home</b>
Water Stopcock	_____
Electric Fusebox/Meter	_____
Trip-switch (if supplied)	_____
Gas Tap/Meter	_____
Boiler	_____
Water Tank	_____
Smoke detector	_____
Security Alarm (if supplied)	_____

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# Introduction

Welcome to Dundee Landlord Accreditation. This scheme has been set up with the principal aim of raising standards in the private rented sector by encouraging landlords to maintain their properties in a safe, decent condition, in good repair and with a good standard of management. By becoming a member, landlords have committed to upholding the Code of Standards set out by the scheme relating to both the condition and the management of the property. Some of these standards are statutory (compulsory by law) and others are recognised good practice.

What are the advantages of having an Accredited landlord?

- The confidence that the landlord or letting agent is professional and reputable.
- The assurance that the Accreditation Scheme Code of Standards will be followed.
- Guidance and assistance if the tenant feels the landlord is not meeting the standards.
- Information on the landlords and tenants rights and responsibilities through this tenancy handbook.

## Landlord Registration

All landlords letting property in Dundee are required by law to be registered with Dundee City Council. To be registered, landlords must be 'fit and proper' to let residential property. Registration is a way to protect tenants and their neighbours from the impact of antisocial behaviour and mismanaged property.

For more information please contact the Landlord Registration Team (see Useful Contacts).

# Landlord's Responsibilities

## Main Responsibilities

Dundee Landlord Accreditation has adopted a Code of Standards based on the Scottish National Code of Standards and Good Practice Guidance for Private Landlords. These are the standards the landlord or letting agent has voluntarily agreed to follow. Whilst many are non-compulsory, others are statutory provisions and therefore are things that the landlord must do in order to legally comply with current legislation. The Code of Standards is available on request from Dundee Landlord Accreditation (see Useful Contacts).

The landlord must keep the property wind and watertight and in a good habitable condition.

The main responsibilities of a landlord are to:

- Supply the tenant with their name and address and that of their agent (if any).
- Give the tenant a written statement of the conditions of the tenancy (within a tenancy agreement).
- Pay the deposit into a Tenancy Deposit Scheme and give the tenant notification of which scheme their money has been lodged with.
- Provide the tenant with a rent book if they pay rent weekly or a receipt for the rent payment.
- Provide the tenant with a receipt for rental payments made in cash or by cheque.
- Provide the tenant with notice in writing if they need access to the home, for example to carry out repairs.
- Provide new tenants with a copy of the Energy Performance Certificate (EPC) for the property.
- Follow the proper legal procedures if they want the tenant to leave.
- Ensure that the accommodation meets all the safety requirements in relation to gas, electricity and furniture.

- Maintain the structure and exterior of the property, and fulfil their obligation to keep the property in good repair.
- Ensure that all common areas are kept clean and in good repair.
- Manage tenancies so as to minimize antisocial behaviour. Where it does occur, to deal with it swiftly and comprehensively.
- If the property is a House in Multiple Occupation the landlord is required to be a licensed HMO operator.

### **Gas Safety**

Gas is often the best fuel to use in terms of cost and convenience. However, there are potential dangers of leakage and carbon monoxide poisoning if the boiler, fire or cooker being used is faulty.

If there are gas appliances in the accommodation, the landlord is responsible for having these checked and certified annually by a GAS SAFE registered installer. A copy of this certificate must be given to the tenant.

**It is an offence to rent out accommodation where there is a gas supply without a valid certificate.**



**If you think you can smell gas, call Transco free on 0800 111999**



It could be a sign that something is wrong with a gas appliance, and carbon monoxide could be escaping if:

- There is staining, soot or discolouration around a gas fire or around the top of a water heater or central heating boiler.
- A yellow or orange flame appears in a gas appliance.
- The tenant feels the onset of symptoms such as tiredness, headache, nausea, dizziness, pains in the chest or stomach (often mistaken for symptoms of the cold or flu).

If the tenant or anyone else in the accommodation experience any of the symptoms described above when using a gas appliance, stop using the appliance until it has been checked, and consult a doctor.



### **Electrical Safety**

The landlord should ensure that all reasonable steps are taken to ensure that all electrical appliances supplied as part of the let are safe to use.

The landlord should arrange for a qualified electrician to carry out:

- An annual, portable electrical appliance safety test (PAT).
- A regular 5 year check of electrical wiring circuits and mains boards.

In each case an Electricity Safety Report should be obtained from an electrical contractor to ensure equipment or circuits conform to current Electrical Regulations.

If there is any indication that the electrical installations or appliances are sub-standard, the tenant should ask the landlord to call in an electrician as soon as possible.



## Safety of Furniture and Furnishings

It is the landlord's responsibility to make sure that any furniture supplied with the accommodation meets the requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988.

- If the landlord has provided furnishings, all upholstered furniture should have a sewn-in label to show that it is fire resistant.
- Each item of furniture or furnishings should have a label attached to it stating compliance with the regulations. Furnishings include pillows and cushions but not curtains or carpets.
- Mattresses have different labelling requirements: look for 'complies with BS7177'.



## **Houses in Multiple Occupation (HMO's)**

In October 2000 mandatory licensing of HMO's was introduced with the principal aim of increasing protection for tenants and neighbours by making sure accommodation is safe, well managed and of good quality. This legislation requires owners of some shared accommodation to become licensed HMO operators, and to meet certain minimum standards in relation to the provision of accommodation and the management of tenancies.

All properties shared by 3 or more individuals (who are not members of the same family) must have a current HMO Licence. To check if a property has a valid HMO licence telephone Dundee City Council on Freephone 0800 085 3638.

## **The Repairing Standard and Private Rented Housing Panel (PRHP)**

From 3rd September 2007 onwards, all landlords in the private rented sector have a duty to ensure that the properties they rent meets a basic standard of repair called the "Repairing Standard". If a tenant believes that their rented house does not meet the standard, and their landlord refuses to carry out the necessary repairs, the tenant can apply to the PRHP for a decision by a Private Rented Housing Committee on whether the landlord has failed to comply with that duty. The Committee can then order the landlord to carry out the necessary repairs. Various penalties apply if the landlord then does not do so.

The landlord must, on or before the start of a tenancy, provide the tenant with written information about the effect of the Repairing Standard in relation to the tenancy. This duty to provide information will be met by the provision of the Tenants Information Pack from 1st May 2013 onwards.

Details of the Tenants Information Pack can be found at [rentingscotland.org](http://rentingscotland.org)

For further information contact the Private Rented Housing Panel (PRHP) (see Useful Contacts)

# Tenants Responsibilities

## Main Responsibilities

The main responsibilities of a tenant are:

- To pay the rent in full and on time.
- To inform the landlord of any repairs needed.
- Not to cause or allow members of the household or their visitors to cause any damage to the property, fixtures, fittings or furniture belonging to the landlord.
- To consult and have written permission from the landlord before making any alterations to the property.
- Not to cause, or allow visitors to cause, disturbance or nuisance to other tenants or neighbours.
- To allow the landlord access at reasonable times, for example, to carry out repairs or inspections, when requested.
- Not to sublet or take in a lodger without written permission from the landlord.
- To dispose of all household rubbish in the correct manner.
- To give proper written notice to the landlord when they wish to leave the property.

There may be other responsibilities outlined in the tenancy agreement, for example, it may say in the agreement that the tenant is responsible for maintaining the garden or cleaning a shared stairway.



There could be restrictions in the use of the property, for example, the tenant may not be allowed to keep pets. The tenant will be expected to adhere to all the conditions in the tenancy agreement. If the tenant is unsure of any clause, they should speak to their landlord in the first instance. If they are still unsure please seek further advice (see Useful Contacts).

### **Being a Good Neighbour**

Tenants should try to be considerate to their housemates and neighbours. Here are a few tips:

- Keep the volume of music at a reasonable level at all times – use headphones if you want to turn up the volume.
- Keep television, radio and stereo speakers away from the walls of adjoining properties, or off the floor if you have neighbours below.
- Tell neighbours in advance if you plan to have a party and try to keep noise to a minimum.
- Keep DIY and building activities to times of the day least likely to disturb neighbours.
- Put rubbish in the containers that are provided for this purpose and try to put the rubbish out as near to the time of collection as possible.
- If you need a larger item uplifted, do not just leave it out in the street, contact Dundee City Council Waste Management – Special Collection Service (see Useful Contacts), to arrange for a bulk uplift.

It may be the case that the tenant is being affected by the behaviour of one or more of their neighbours. Often people are not aware that their actions may be causing problems, so if the tenant does fall out with their neighbour it's best if they

first try to resolve the problem through positive discussion, depending on the seriousness of the dispute. They might also want to consider getting help through mediation. Mediation is a way of helping those involved to reach an agreement through negotiation thus preventing problems from getting out of hand. Mediators are independent and neutral people who will listen to both sides and help find common ground. For further information contact Dundee Community Mediation (see Useful Contacts).

## **Antisocial Behaviour**

Everyone has the right to live safely and peacefully without worrying about being bothered or harassed. Where people behave in a way that is considered to be antisocial, action can be taken against them. Any action that causes nuisance or annoyance, and stops people from enjoying the peaceful occupation of their home, may be considered as antisocial behaviour. This includes, but is not limited to:

- Persistent, excessive noise.
- Verbal or physical abuse.
- Racial or sexual harassment.
- Vandalism in the neighbourhood or damaging neighbours' property.
- The sale of drugs or drug abuse.

Tenants are also responsible for the behaviour of members of their household as well as visitors to their home. A landlord has the right to take action against a tenant if they have broken a clause in the tenancy agreement relating to antisocial behaviour. The Government has given Councils powers to tackle antisocial behaviour using Antisocial Behaviour Orders (ASBOs). These

orders can be taken out as a last resort against anyone who is responsible for serious or persistent antisocial behaviour. Anyone who has an ASBO served on them and who breaks the conditions set out in it will be liable to criminal prosecution – and possible imprisonment.

**Tenants - If you are affected by the antisocial behaviour of others you should first inform your landlord or letting agent. It is also recommended that you keep a written record of incidents. Depending on the seriousness of the situation and how badly it affects you, you should contact the local police, Dundee City Council's Antisocial Behaviour Team or the Citizens Advice Bureau. Numbers for all of these can be found in Useful Contacts.**

## Advice Notes

### **Getting Behind with Rent or Bill Payments**

If a tenant falls behind with rent payments their landlord may take legal action against them, and ultimately they could lose their home. By not paying for the services to a property the tenant may end up being disconnected and may experience difficulty in getting reconnected at a later date. There are a number of organisations offering free, independent and confidential advice about money issues. If a tenant is finding it difficult to pay their rent or bills they should not ignore the problem as it could end up costing more in the long term.

The Money Advice Project (see Useful Contacts) will give free, confidential advice and assistance with financial and debt matters, including:

- Arrange reduced payments.
- Maximise income (check benefit entitlements).
- Make offers to creditors.
- Help deal with legal action.
- Draw up a detailed financial statement.
- Help the tenant plan future budgets.

A tenant can also get free, confidential and impartial advice and information on housing issues, welfare benefits, money problems and employment issues from the Citizens Advice Bureau. (see Useful Contacts)

## **Energy Efficiency**

Dundee Energy Efficiency Advice Project is available to assist private sector tenants to save energy and by doing so save money. They offer free, independent, impartial advice on all aspects of energy efficiency including:

- Improving the efficiency of your heating system.
- Insulating your home.
- Grants and cash-back schemes for energy efficiency works.
- How to reduce fuel bills.
- Advice and assistance with disputes with energy supply companies.



- Advice on the use of appliances.
- Advice on low energy lighting.
- Any other fuel related issues.

**For further information or to arrange a free home visit contact Dundee Energy Efficiency Advice Project. (see Useful Contacts)**

## **Harassment**

The vast majority of landlords would not consider engaging in activities to harass their tenants. However, in a minority of cases harassment does occur, and this may include:

- Interference with a tenant's peace and comfort in their home.
- Persistent disruption of gas, electricity or water supplies.
- Threats or intimidation (including verbal abuse, written threats or physical violence).
- Interference with mail.
- Entering accommodation without permission.
- Blocking or obstructing access to the home.

Harassment by a landlord or anyone acting on behalf of a landlord is a criminal offence. Tenants can go to the police if they feel they are being harassed; it is useful to keep a note or diary of what has been happening as this can assist the police. Tenants should keep a record of their landlord's actions and any letters they send, and make a note of the names of anyone who witnesses the harassment. The police can bring charges against



the landlord and the Procurator Fiscal will decide whether or not to prosecute.

It is recommended that tenants get advice from a solicitor (they may be eligible for Legal Aid), law centres, or a specialist housing advice agency if they feel that they are being harassed. (see Useful Contacts).

**It will not be considered harassment if a landlord is enforcing tenancy conditions, taking prescribed steps to end a tenancy or pursuing rent or other charges that are legally due.**

### **Unlawful Evictions**

Unlawful or illegal eviction is where a tenant is forced out of their home without the landlord following the proper procedures.

In most cases a landlord must obtain a court order to evict a tenant. It is a criminal offence for anyone to force a tenant into giving up their home without first getting a valid possession order. If a landlord is found guilty of unlawful eviction they could be fined, imprisoned or both.

If a tenant has been unlawfully evicted they should go to the Police and tell them what has happened. The Police do not have the power to put them back into their home, but a landlord found guilty of illegal eviction may be liable to pay damages to the evicted tenant. If tenants find themselves in this situation they must get further advice from a solicitor, advice agency, or homeless services.

## If a Tenant Wishes to Make a Complaint Against Their Landlord or Letting Agent

If a tenant feels their landlord or letting agent is not adhering to the Code of Standards, for example, not dealing with a repair, they must first try to resolve this with their landlord or agent. If this has not proved successful then they can make a complaint in writing to Dundee Landlord Accreditation (see Useful Contacts). The letter must clearly state:

- What breach of the Code has been made.
- What steps have been taken to bring this breach to the landlord or letting agent's attention.
- An indication of the timescale involved concerning a particular problem.
- A contact name and address for the tenant.

Only after it is confirmed that the tenant has tried and failed to get resolution from the landlord, Dundee Landlord Accreditation will investigate the complaint in an impartial manner.

## Types of Tenancy Agreements (leases)

The tenants rights in private rented accommodation will depend on the type of tenancy agreement that exists between the tenant and the landlord. The Housing (Scotland) Act 1988 saw



the introduction of Assured and Short Assured Tenancies which are now the most common types of agreement used within the private rented sector in Scotland, however there are further tenancies that have not been included here because they are less common.

It is impossible to detail all aspects of these tenancies therefore the information below only covers the most common issues. Where there is any doubt legal advice should be obtained to be certain of the type of agreement that has been signed.

### **Assured Tenancy**

Assured Tenancies apply to houses (or part of a house – such as a self-contained room) which are let as separate dwellings to individuals, either as tenants or joint tenants providing:

- It is the tenant's, or one of the joint tenants' main house.
- The tenancy does not fall into one of the following excluded categories of tenancy:
  - Tenancies started before 2 Jan 1989.
  - Lettings to students by educational institutions.
  - Lettings where the landlord is resident.
  - A letting to provide holiday accommodation.

Assured tenants have security of tenure, which means that the landlord must get a court order for possession before the tenant can be made to leave. The grounds for possession are specified in the Housing (Scotland) Act 1988 and can be seen below in 'Summary of Grounds for Possession'. Details of the procedure that the landlord must follow if they want the tenant to leave the property are shown in 'Ending an Assured Tenancy'.

## **Short Assured Tenancy**

A short assured tenancy is a special type of assured tenancy, and it is now the most common type of agreement used by private landlords. It is granted for a fixed period of not less than 6 months, and may be extended beyond this time by mutual agreement. A short assured tenancy provides security of tenure only for the term of the agreement. At the end of the agreed tenancy period the landlord will normally have the right to recover possession of the property, providing the correct procedures are followed. See 'Ending a Short Assured Tenancy'.

To create this type of tenancy the following conditions must apply:

- The agreement must be for a fixed term not less than 6 months.
- Before the tenancy begins the landlord must give the tenant a special notice, called an AT5. This notice tells the tenant that the tenancy is a short assured tenancy.

## **When the Landlord Wants the Tenant to Leave**

If the landlord wants to end the tenancy there are certain procedures that must be followed. In many situations the tenant may feel it appropriate to comply with his/her request and will look for alternative accommodation on receipt of a formal notice to end the tenancy. The tenant may be able to negotiate with the landlord over the date that the tenancy will end, and the landlord may be able to assist them with references to obtain alternative accommodation.

Tenants should be aware if they decide to remain in the property after the landlord has asked them to leave, the landlord may take legal action against them. If tenants are considering such action they should seek further advice immediately.

Please be aware that if this leads to court action and the tenant loses their case they could be liable for the full court costs of the case.

In many cases agreement can be reached through discussion and negotiation, however a landlord must take the following steps when ending an Assured or Short Assured Tenancy.

### **Ending an Assured Tenancy**

A tenant with an assured tenancy has security of tenure even when the contractual assured tenancy has come to an end. The tenancy then becomes a statutory assured tenancy and the right to remain can only be brought to an end by a court order.

If the landlord wants to gain possession of an assured tenancy the following action must be taken:

1. A Notice to Quit must be served on the tenant in writing providing at least 28 days notice before the end of the tenancy, or 40 days if the tenancy is for a year or more. The Notice has the effect of bringing the contractual tenancy to an end, but the tenant is not obliged to leave the accommodation until the landlord obtains an order for possession. The tenant must decide whether to voluntarily leave the property on the date that the tenancy ends. If the tenant decides to remain the landlord must ensure that the following steps are taken to recover possession of the property.
2. The landlord must serve on the tenant a Notice of Proceedings, called an AT6, which informs the tenant that proceedings are being taken to gain possession. The Notice should include the grounds under which

possession is sought and say why the landlord believes the ground/s apply. The AT6 must be given at least two months in advance of possession being required, and it may be served at the same time as the Notice to Quit.

3. A Court order from the Sheriff Court must be obtained.

Where the landlord issues a Notice to Quit but does not seek to gain possession of the house, the contractual assured tenancy will be replaced by a statutory assured tenancy. The landlord may then propose new terms for the tenancy for example, a rent adjustment.

### **Ending a Short Assured Tenancy**

If, during the term of the tenancy, the tenant is in breach of any terms of the tenancy, possession can be sought using the same grounds as for an assured tenancy. Where there has been no breach of conditions and the term of the short assured tenancy has come to an end, the landlord has three options:

1. To renew the tenancy for a fixed term (by agreement, this can be for less than 6 months).
2. To recover possession (a reason does not have to be given if the correct procedures were followed and the tenancy has come to an end).
3. To allow the tenant to remain in occupation on a statutory tenancy.

A tenant with a short assured tenancy has security of tenure during the agreed period of let. The landlord can give notice in writing at least two months prior to the date when the fixed term tenancy will come to an end, that possession of the property will be required. Notices can be served during the tenancy to coincide with the agreed tenancy termination date. If the tenant decides not to vacate the property at this time their landlord will have to go to court to recover possession.

To gain possession at the end of a short assured tenancy, the court must be satisfied that:

1. It has come to the end of its set period.
2. What is called 'tacit relocation' is not operating – if the proper notices have not been served in time, then the short assured tenancy will continue on the same terms and conditions as the original tenancy.
3. There is no further contractual tenancy existing.
4. The landlord has given notice that they require possession of the house – by serving an AT6 form along with a Notice to Quit.

The Notice to Quit needs to be served at least 28 days before the end of the tenancy, or 40 days if the original term was for a year or more. The Notice telling the tenant the landlord needs possession (AT6) must be given at least two months before possession is required. If these Notices are served correctly, there will be little defence against possession procedures.

### **Summary of Grounds for Possession**

There are 17 grounds for possession set out in the Housing(Scotland) Act 1988, as shown below. Some of the grounds require a notice to be served before the start of the tenancy. If the notice has not been served the ground can not be used.



Grounds 1-8 are mandatory: if they are established, the Sheriff must grant an order for possession. Grounds 9-17 are discretionary and an order for possession can only be granted where the Sheriff believes it is reasonable to do so.

1. The house was occupied as the landlord's principal home at any time before the tenancy started, or the house is required as the landlord's (or the landlord's spouse's) principal home (as long as the landlord did not buy or otherwise acquire the house for value).
2. The house is subject to a mortgage, and the lender, for example a bank or building society, is entitled to sell the house because of the landlord's failure to keep the conditions of the loan.
3. The house (or room) was let as an off-season holiday let of not more than 8 months.
4. The house (or room) was let to a student(s) for a period of no more than 12 months and was let by a specified educational institution during the previous 12 months.
5. The house is needed for a minister or full-time lay missionary and is normally held for this purpose.
6. The house is going to be demolished or substantial reconstruction is to be carried out.
7. The tenant has died and the tenancy is passed on to another person and the landlord has started proceedings not later than 12 months after the former tenant's death.
8. There is at least 3 months' rent in arrears at the time of serving the Notice of Proceedings and at the date of the court hearing.

In the case of the first 5 mandatory grounds a landlord must have given the tenant written notice before the beginning of the tenancy that possession might be



recovered under that ground. However, in the case of grounds 1 and 2 the Sheriff may judge it to be reasonable to dispense with this requirement.

If one of the following discretionary grounds is established the Sheriff may grant the landlord possession, but only if he believes it is reasonable to do so:

9. The landlord has offered suitable alternative accommodation.
10. Where the tenant has been given notice to quit, which has expired, but they have not yet moved.
11. There is persistent delay in paying the rent, whether or not there are actually any arrears outstanding when possession proceedings were started.
12. Where some rent is unpaid at the start of court proceedings, and at the time of service of the Notice of Proceedings (even if there has been no persistent delay in paying rent).
13. Where there is a breach of the tenancy agreement (other than those relating to rent payment).
14. Where the tenant has allowed or caused damage to the house or common parts of the building.
15. Where the tenant or members of the tenant's household are causing a nuisance or annoyance to neighbours or have been convicted of immoral or illegal use of the house.
16. Where the tenant has damaged the furniture or allowed it to become damaged.
17. Where the house was let to the tenant because s/he was employed by the landlord, and the landlord no longer employs the tenant.

If possession is sought under grounds 1,2,5,6,7,9 or 17, the landlord must give 2 months' notice. For any other ground two weeks' notice is required.

### **If A Tenant Wants to Leave**

Tenants should give their landlord notice in writing of their intention to give up the tenancy when it is due to end. The length of notice required will depend on the type of tenancy and on whether the agreement is weekly, monthly, yearly, etc. It is usual to provide the landlord with one month's notice, however, a minimum period may have been included as a condition of the tenancy. If a tenant is unsure, they should check the tenancy agreement or ask their landlord. If a tenant leaves the accommodation without giving proper notice they will still be liable for the rent, and the landlord is entitled to pursue the tenant through the courts for repayment at a later date.

If a tenant wants to give up their tenancy within the initial period of their lease the landlord is perfectly within their rights to charge the tenant rent for the period of the lease. However speak to the landlord, they may be happy for the tenant to leave and together they can agree a mutually convenient date. Ideally this would be in writing so that neither party can dispute this at a later date. If the landlord is not agreeable to the tenant leaving then the tenant will be liable for rent for the duration of this period.

Before leaving a property the following matters must be attended to:

- Check the inventory of contents and condition with the landlord before leaving. The tenant will be responsible for replacing or repairing any item that is missing or damaged. It is likely to be more cost effective for the tenant to arrange this rather than allow the landlord to make the arrangements on their behalf.

- Contact the suppliers of services to the property including gas, electricity and telephone, to arrange for the disconnection of supplies, and for the payment of the final bills. Alternatively, if the landlord normally pays the bills and recharges the tenant through rent payments, then both should agree the meter readings to ensure that the tenant will not be charged for use after the tenancy ends.
- Where applicable, inform the Benefits Agency, Housing Benefit and Council Tax Benefit offices of changes of circumstances.
- Clean the property, clear it of all possessions, and dispose of any domestic rubbish in the bins provided. If there are larger items no longer required, they can contact the Special Collection Service (see Useful Contacts) to have them uplifted (NOTE: There is a charge for this service). Alternatively take the items to the local Recycling Centre, free of charge.
- Contact the landlord to arrange for a final inspection and the return of the keys.

### **Reclaiming the Deposit**

The deposit or part of the deposit, if any, will be refunded to the Tenant within the timescales as laid out in the Tenancy Deposit Schemes (Scotland) Regulations 2011.



The tenancy agreement may state reasons the landlord will be entitled to keep part of the deposit and this could include any reasonable deductions for:

- Rent that has not been paid or where the tenant did not provide sufficient period of notice.
- Damage beyond normal wear and tear, either to property, furniture or appliances.
- Reasonable cleaning charges where the property has been left in an unclean or untidy condition.
- Unpaid bills if they are in the landlord's name.

Deductions from the deposit should not be made for the following:

- Conditions not stated in the tenancy agreement.
- Repairs or bills that are the responsibility of the landlord.
- Costs arising from a possession order, unless agreed by the court.
- Damage caused through normal wear and tear.
- Unreasonable cleaning charges.

### **If A Tenant Becomes Homeless or is Threatened with Homelessness**

Tenants are entitled by law to receive free advice from the Council on homelessness and the prevention of homelessness. The Housing (Scotland) Act 2001 places duties on Councils to provide temporary accommodation to anyone who is homeless or is likely to become homeless within the following two months while their application is being assessed. This means that whether or not a person has a priority housing need, they

will be offered temporary accommodation if this is required, until further investigations are carried out into their housing circumstances. They will have the right to request a review if they are unhappy with the Council's subsequent decision about their case, and they will also have the right to be admitted to a council housing list if they are over 16 years of age.

Even if the Council is unable to offer permanent re-housing after the application has been assessed, Council officers will be able to offer information on the available housing options.

If a person becomes homeless or is being threatened with homelessness, they should contact Dundee City Council Homeless Services (see Useful Contacts). An appointment will be made, as soon as possible, to discuss the situation. In an emergency, they will be offered temporary accommodation overnight or over the weekend and will be interviewed the next working day or as soon as possible.

Section 11 of the Homelessness etc (Scotland ) Act 2003 requires landlords to notify the local authority in the event of raising proceedings for repossession (i.e. taking a tenant to court for eviction). Landlords intending to take eviction action against a tenant, should contact the Council's Homeless Service at the Lily Walker Centre.



# USEFUL CONTACTS

## **Citizens Advice Bureau**

Central Library, Level 4,  
Wellgate Centre,  
Dundee DD1 1DB  
Tel: 01382 307 494

## **Crimestoppers**

Tel: 0800 555 111

## **Dundee Community Mediation**

Unit E, Market Mews, Market Street,  
Dundee DD1 3LA  
Tel: 01382 459 252

## **Energy Watch**

Independent Consumer Organisation  
for all Gas and Electricity Customers  
Tel: 0800 074 0745

## **Health & Safety Executive (HSE)**

[www.hse.gov.uk](http://www.hse.gov.uk)

## **Law Centre**

101 Whitfield Drive  
Dundee DD4 ODX  
Tel: 01382 307 230

## **McKay Project**

1 Soapwork Lane,  
Dundee DD1 1HX  
Tel: 01382 225 494

### **OFGEM**

Office of Gas and Electricity Markets,  
Regents Court, 70 West Regent Street,  
Glasgow G2 2QA  
Tel: 0141 331 2678

### **Private Rented Housing Panel**

Europa Building  
450 Argyle Street  
Glasgow G28LH  
Tel: 0141 242 0142  
prhadmin@scotland.gsi.gov.uk  
www.prhpscotland.gov.uk

### **Renting Scotland**

rentingscotland.org

### **Rent Registration Service**

Level 5,  
Wellgate House,  
The Wellgate,  
Dundee DD1 2DB  
Email: rrs.dundee@scotland.gsi.gov.uk

### **Scottish Domestic Abuse Helpline**

Tel: 0800 027 1234

### **Shelter Housing Aid Centre**

1 Courthouse Sq,  
Dundee DD1 1NH  
Helpline 0808 800 4444 (8am-midnight)  
www.shelter.org.uk/advice

### **Police Scotland**

West Bell Street,  
Dundee DD1 9JU  
Tel: 01382 223 200

### **The Samaritans**

Tel: 0845 790 9090

### **Women's Aid**

Tel: 0808 200 0247



# DUNDEE CITY COUNCIL CONTACTS

## **Antisocial Behaviour Advice Line Service**

Tel: 0800 169 3845

## **Antisocial Behaviour Team**

West District Housing Office,  
3 Sinclair Street, Lochee,  
Dundee DD2 3DA

Tel: 01382 307 366

## **Council Tax and Housing Benefits**

Tel: 0800 250 025

## **Dundee Energy Efficiency Advice Project**

Dundee House,  
50 North Lindsay Street,  
Dundee DD1 1NB

Tel: 01382 434 840

[deeap@dundeecity.gov.uk](mailto:deeap@dundeecity.gov.uk)

## **Dundee Landlord Accreditation**

Dundee House,  
50 North Lindsay Street,  
Dundee DD1 1NB

Tel: 01382 307 118

[dla@dundeecity.gov.uk](mailto:dla@dundeecity.gov.uk)

## **Homeless Advice Line (24hrs)**

Tel: 0800 633 5843

## **Homeless Services**

Lily Walker Centre,  
105 Ann Street,  
Dundee DD3 7TG

Tel: 01382 432 001

### **Money Advice Support Team**

Brooksbank Community Centre  
Pitairlie Road,  
Dundee DD4 8DB  
Tel: 01382 432 452

### **Night Time Noise Team**

Tel: 0800 169 3845 or  
01382 436 260

### **Private Sector Services Unit**

#### **HMO Licensing**

Dundee House,  
50 North Lindsay Street,  
Dundee DD1 1NB  
Tel: 0800 085 3638

#### **Landlord Registration**

Dundee House,  
50 North Lindsay Street,  
Dundee DD1 1NB  
Tel: 01382 436 848 / 436 849  
[landlord.registration@dundeecity.gov.uk](mailto:landlord.registration@dundeecity.gov.uk)

#### **Trading Standards**

1 Highland Chief Way  
Claverhouse West Industrial Estate  
Dundee DD4 9UA  
Tel: 01382 436 260

#### **Waste Management (Special Collection Service)**

Tel: 01382 432 750

#### **Welfare Rights Advice Line**

Tel: 01382 431 167





## **Dundee Landlord Accreditation**

Tel: 01382 307118  
[dla@dundeecity.gov.uk](mailto:dla@dundeecity.gov.uk)