



SUMMARY

SCOTTISH SECURE TENANCY AGREEMENT

Housing (Scotland) Act 2001 and 2014

1.0 INTRODUCTION

1.1 This document is a summary of the Agreement between Charing Cross Housing Association and you and highlights the most important things about your tenancy with us.

If you want to know more, please refer to your full Tenancy Agreement which is the legally binding agreement between us. More information on your rights and responsibilities as a tenant are also available in your Tenant's Handbook.

You can also ask us for further explanation of any of the terms of your Tenancy Agreement or you can speak to an independent advisor such as a solicitor or advice worker.

1.2 Your tenancy starts on

Your rent, which includes a charge for services, isevery calendar month payable in advance by you on or before the first day of each rental period.

1.3 You must take all reasonable steps to make sure you and anyone living with you or visiting you keeps to the terms and conditions of the Agreement.

If you break any term of the Agreement, we may take legal action against you. This may include claiming money from you as well as eviction proceedings.

If you are a joint tenant, you are both responsible equally for paying rent and keeping to the Agreement.

2.0 USE OF THE HOUSE AND THE COMMON PARTS

2.1 It is extremely that you occupy the house and use it as your main home.

2.2 You must tell us who is living in the house including when anyone moves in or out.

2.3 You, those living with you, and your visitors must take reasonable care to prevent damage to the house, the common parts of the buildings and your neighbours' property.

2.4 You and anyone living with you must not run any kind of business from the house without the Association's permission.

- 2.5 You must not allow your house to become overcrowded.
- 2.6 You may keep pets within your home as long as you get the Association's permission in writing before you or anyone living with you get a pet.
- 2.7 You must not use or allow the house to be used for illegal or immoral purposes (e.g. dealing in controlled drugs, running a brothel, dealing in stolen goods, illegal betting and illegal gambling).
- 2.8 You must take your turn, with all other tenants and owner-occupiers sharing the common parts, in keeping them clean and tidy.
- 2.9 You must securely bag all your household rubbish and store it correctly in the designated areas.
- 2.10 You must comply with the local arrangements for the disposal of large items by arranging a bulk uplift with Glasgow City Council.
- 2.11 Storage of paraffin or liquid petroleum gas (LPG) and use of heaters using paraffin or LPG is not allowed in the house without the Association's permission.

3.0 RESPECT FOR OTHERS

- 3.1 You, those living with you, and your visitors, must not harass or act in an antisocial manner towards other residents, visitors, our employees, agents and contractors and those in your house.
- 3.2 If you have a complaint about nuisance, annoyance or harassment being caused by a neighbour (or anyone living with him/her or his/her visitors), you may report it to us.
- 3.3 We will act fairly to you in all matters connected with your tenancy and will not unfairly or unlawfully discriminate against you in any way.

If you believe we have acted unfairly to you in any way, we have a complaints procedure which you can use to let us know your concerns.

4.0 SUBLETTING, ASSIGNATION, JOINT TENANCY AND EXCHANGE OF YOUR TENANCY

- 4.1 You must get the Association's written permission if you want to:

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

From 1 November 2019 there will be new notification and residency requirements that have to be met for subletting, assignation and adding a joint tenant to your tenancy agreement. These are detailed in your Tenancy Agreement.

5.0 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

Our responsibilities and rights

5.1 We will;

- Ensure that your house is wind and watertight, habitable and in all other respects reasonably fit for human habitation before your tenancy begins.
- Carry out repairs or other work necessary to keep the house in that condition throughout your tenancy. In particular we will keep the structure and exterior of the house and installations for water, gas, electricity, sanitation, heating and hot water in good repair and condition.
- Carry out inspections, at reasonable intervals, of the common parts and, wherever possible, carry out any repairs required to keep the common parts safe and well maintained. If we need the co-operation or permission of another person we will do our best to get it.
- Inspect annually any gas installations in the house provided by us.
- Not be responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house. If we do carry out the work you will be recharged the costs. This does not apply to fair wear and tear.

Your responsibilities and rights

5.2 You must;

- Report to us, as soon as reasonably possible, repairs required to keep the property in a good condition.
- You are responsible for taking reasonable care of the house, including carry out minor repairs and keeping it clean.
- Give us reasonable access to your house if we have given you at least 24 hours notice in writing.
- Where necessary, uplift carpets or other flooring in your house within a reasonable period to allow us to carry out necessary repairs.

5.3 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 there are certain condition that must be met before this applies and **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.**

5.4 Although we will maintain comprehensive buildings insurance, we are not responsible for the arrangement of contents insurance cover.

Alterations and Improvements

5.5 You must get the Association's written permission before carrying out any alterations or improvement to your house or common parts. If you don't, we will recharge you for restoring the property.

Approved alterations and improvements may be eligible for compensation at the end of your tenancy.

6.0 ENDING THE TENANCY

6.1 You can end your tenancy by;

- Giving us at least twenty-eight days' notice
- Written agreement between you and us.
- The sheriff granting an order for eviction following a request by us.
- The Association serving notices because we have reasonable grounds for believing that you have abandoned the house
- Your death, if the tenancy does not pass to someone else
- You buying your house from us
- The Association serving a notice on you converting your tenancy to a Short Scottish Secure Tenancy

7.0 AFTER THE TENANT'S DEATH

7.1 If you die, the tenancy may be inherited by;

- Your spouse, civil partner or co-habitee
- A joint tenant
- A member of your family
- A carer

From 1 November 2019 there will be new notification and residency requirements that have to be met before an individual is eligible to succeed to the tenancy.

7.2 The tenancy can only be inherited twice and the tenancy will normally end on the third death unless there is a surviving joint tenant.

8.0 INFORMATION AND CONSULTATION

8.1 You are entitled under the General Data Protection Regulation to access personal data we hold on you in our housing files.

8.2 We will consult you about making changes to your rent or service charge, policies that significantly affect you and the information we provide about our performance and standards.

9.0 COMPLAINTS

9.1 If you think that we have broken this Agreement you can complain to us under the complaints procedure. If you remain dissatisfied you can complain to the Ombudsman.

9.2 Under certain circumstances you may be also entitled to withhold your rent. However, **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.**

This is only a summary of the Scottish Secure Tenancy Agreement and is not legally binding. It does not alter the Tenancy Agreement which is a legally document and gives more details about your rights and responsibilities.

