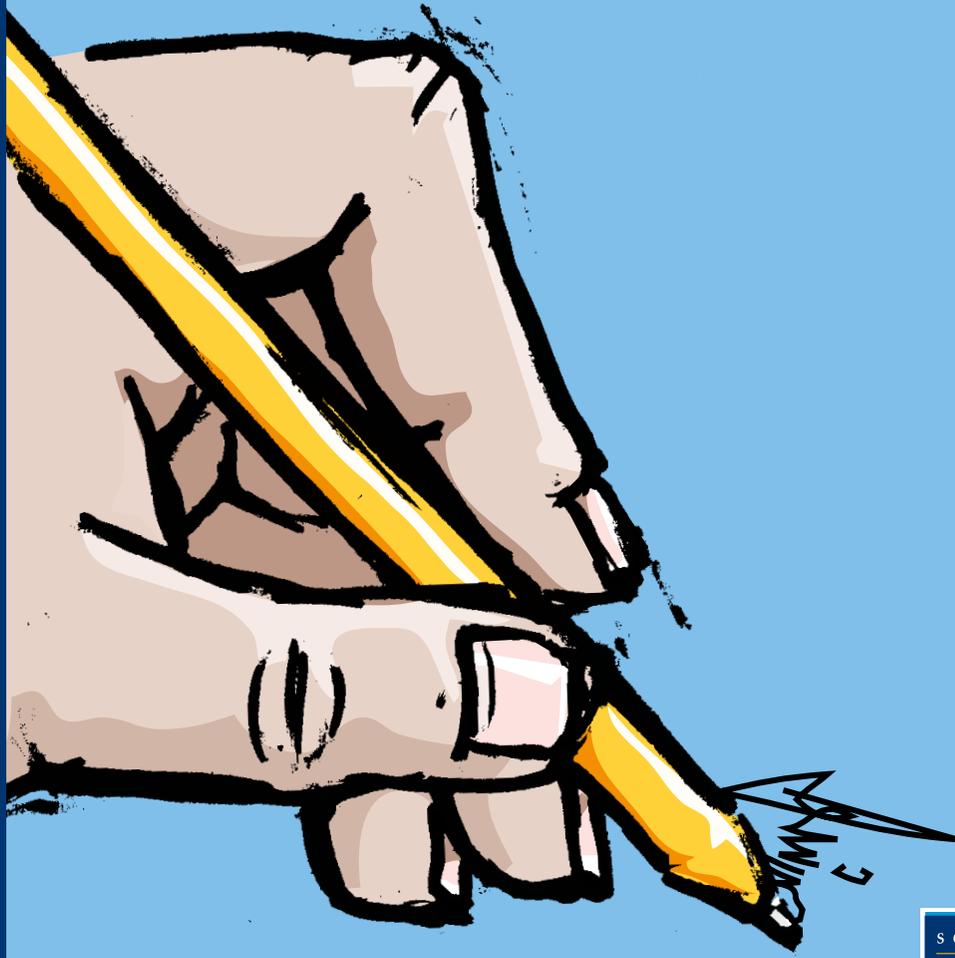


Short Scottish Secure Tenancy Agreement



Schedule

Schedule Short Scottish Secure Tenancy Agreement



Contents

1. Interpretation
2. Use of the house and the common parts
3. Respect for others
4. Joint tenancy, sub-letting, assignation and exchange of your tenancy
5. Repairs, maintenance, improvements and alterations
6. Ending the tenancy
7. Information, consultation and complaints
8. General provisions



1. Interpretation

In this Whole Agreement the following words and phrases have the meanings outlined below except where the context indicates otherwise.

We/us/our - South Lanarkshire Council

You/your - The tenant and also any joint tenant

Tenant - includes any joint tenant

Visitor - Any person who is visiting your house for any length of time whatsoever

Neighbour - Any person living in the locality of your house

Neighbourhood/vicinity - The locality of your house

Family - This term includes your spouse, co-habitee, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, niece or nephew. **NB** Relationships by marriage are treated as relationships by blood and step children are treated the same as children, (including a child treated by you as your child.)

Those living with you - Any person who is living with you in your home whether we have given permission for them to live there or not. This includes lodgers and sub-tenants.

Common parts - Any area which you share with other residents. This would include any part of the common close, common stairway, entrance steps, doors and doorways, entrance hall, passages, bin chute accesses, yard, garden, paths, outhouses, bin area or similar, cellar, loft space, back green, back court and includes any part of the structure and exterior of the building such as the roof, guttering, and outside walls.

Whole Agreement - The Tenancy Agreement and the Schedule of Terms and Conditions

Schedule - the schedule of Terms and Conditions applicable to this Whole Agreement.

Repair - See part 5 of this Schedule.

Schedule Short Scottish Secure Tenancy Agreement



House - See part 1 of the Tenancy Agreement.

Harassment - See part 3 of this Schedule.

Overcrowding - more people are permanently living in the house than we allow in our allocations policy.

Lodger - Any person residing with you who is not a member of your household whether that person pays you for his/her keep or not.

Scottish Secure Tenancy - a tenancy as defined by section 11 of the Housing (Scotland) Act 2001

Short Scottish Secure Tenancy - a tenancy as defined by section 34 of the Housing (Scotland) Act 2001

Controlled drugs - any produce or substance specified in Schedule 2 of the Mis-use of Drugs Act 1971, the possession and/or supply of which is an offence in the terms of that Act.

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.

Anti-social see paragraph 3.1

Principal home - property in which you reside as your main dwelling

This Whole 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 Whole Agreement was entered into, this Whole Agreement shall be read consistently with the amended legislation.



2. Use of the house and the common parts

2.1 You (or at least one joint tenant) must take entry to the house, occupy and furnish it and use it solely as your only or principal home. You are entitled to have members of your family occupying the house with you, as long as you obtain our written permission and this does not lead to overcrowding. See part 8.2 for details about how we deal with such requests.

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

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

- *the house;*
- *the common parts;*
- *decoration;*
- *our furniture;*

- *your neighbours, their property and/or their visitors;*
- *the fixtures and fittings.*

In particular:

- *before any of you leave the house unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water, gas or electricity supplies in your house;*
- *you must tell us in advance if you are going to be away, leaving your house empty for more than four weeks;*
- *if your house is going to be unoccupied for any length of time, where there is a risk of water pipes freezing, you must tell us before you leave. If you fail to notify us of your absence and we require to force entry to make safe any frozen pipe and/or escape of water, then you will be charged for the cost of making entry and, further, you may also be charged for the cost of the repair.*

Schedule Short Scottish Secure Tenancy Agreement



2.3 You and anyone living with you must not run any kind of business from the house. However, if you ask us, we may give permission. See part 8.2 for details about how we deal with such requests.

2.4 You must not allow your house to become overcrowded.

2.5 **Keeping of pets;** You have the right, subject to the following conditions to keep one domestic pet, eg a dog or a cat. The conditions are that:-

- *keeping the pet is not prohibited by the Dangerous Dogs Act 1991 or by any other law;*
- *you are responsible for the behaviour of any pets owned by you or anyone living with you or anyone visiting you when that pet is within your house;*
- *you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from the pet or injury caused by the pet;*

- *you must take reasonable care to see that such pets do not foul or cause damage to the house, your neighbours' property, anything belonging to us or anything we are responsible for such as the common parts and common areas.*

If you wish to keep more than one pet or any other type of animal you must get our written permission (see part 8.2) If we grant permission for you to keep additional pets we may impose additional conditions which you will be obliged to adhere to.

Tenants in sheltered housing complexes or tenants in blocks of flats with four or more storeys will not normally be allowed to keep any pets. If you live in this type of house and you wish to keep any pet you must write to us and get our written permission to do so.

2.6 You must not use or allow the house to be used for illegal or immoral purposes nor should you or any person living with you or visiting you permit criminal offences to be committed in or in the locality of your house.



Schedule

Short Scottish Secure Tenancy Agreement

- 2.7 While you are in occupation of the house, you must make reasonable efforts to heat the house. You must make reasonable efforts to ventilate the house using any suitable means provided in the house for doing so.
- 2.8 You must take your turn, with all other tenants and owner occupiers 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 area and all other common areas. The common parts must be cleaned at least once a week. If you and the others cannot agree on the arrangements for doing this, or you fail to do the work, we are entitled to instruct you as to what you are required to do and when you are required to do it. Before making our decision, we will consult with you and the others. Our decision will be binding on you and will become part of this Whole Agreement and will be an obligation on you as part of this Whole Agreement. 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 If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming over-grown or untidy 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 and will become part of this Whole Agreement and will become an obligation on you as part of this Whole Agreement. 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. If you do so we will be entitled to ask you to replace them. If you do not replace them we may do so ourselves. If we require to replace them we will charge you for the costs.

Schedule Short Scottish Secure Tenancy Agreement



2.10 If you share a garden with others, you must take your turn with them to keep it from becoming overgrown or 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 and will become part of this Whole Agreement and will be an obligation on you as part of this Whole Agreement. 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. If you do so we will be entitled to ask you to replace them. If you do not do so we may do so ourselves. If we require to replace them we will charge you for the costs.

2.11 No property belonging to you or anyone residing with you or anyone visiting you should be stored in any of the common parts except in areas set aside for storage.

You must not do anything which obstructs, inconveniences or endangers anyone using the common parts. If you do so we will be entitled to remove the property causing the obstruction or inconvenience and charge you for the cost of removing, storing and disposing of it.

If your house is part of a tenement or a "four in a block," the roof space is common to all houses in the block and cannot be used by you alone nor can it be altered for your own use. If you do so we are entitled to ask you to stop using the roof space for your own use and we will be entitled to ask you to remove any alterations you have made and restore the roof space to its original condition. If you refuse or delay in doing so, we will be entitled to carry out the restoration work and charge you for the costs.

2.12 If your property includes common areas then these areas must be left clear to allow access at all times.

2.13 You must put all your household rubbish for collection in the bin store or other proper place allocated for it. You must take reasonable care to see that your



rubbish is properly bagged. If rubbish is normally collected from the street, it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. You must comply with the local arrangements for the disposal of large items (such as large electrical items) details of which are available at your local housing office.

2.14 You must not use heaters fuelled by any kind of liquid petroleum gas (for example Calor Gas) if your house is in a building more than two storeys high. You must not keep more than two 15kg bottles of liquid petroleum gas in your house at any one time.

2.15 You must not keep more than 5 litres of paraffin in your house. You must take all reasonable precautions to prevent risks (such as fire and explosion) arising from the use or storage of paraffin or other inflammable or dangerous substances in 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 does not cause a nuisance or annoyance to your neighbours;*
- *in the case of a vehicle which is not a private car, caravan or trailer the land is set aside for parking and is suitable for the particular vehicle and we have given you our written permission.*

2.17 Nothing belonging to you, anyone living with you or anyone visiting you, 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 does not cause a nuisance or annoyance to your neighbours.*

Schedule Short Scottish Secure Tenancy Agreement



3. Respect for others

3.1 You, those living with you, and your visitors must not harass or act in an anti-social manner, or pursue a course of anti-social conduct, nuisance or annoyance against any person in the neighbourhood. Such people include residents, visitors, our employees, agents and contractors and those in your house.

"Anti-social" means causing or likely to cause alarm, distress, nuisance, annoyance or actual harm to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm, physical or mental harm or distress. Conduct includes speech. A course of conduct must involve conduct on at least two occasions.

3.2 You, those living with you, and your visitors, must not do anything or permit anything to be done in the house or in the neighbourhood which could reasonably cause nuisance or annoyance to any of our employees, contractors or agents either within the neighbourhood or any other area which amounts to harassment of other people.

3.3 In particular, you, those living with you and your visitors must not:-

- *cause nuisance or annoyance to your neighbours or any person in the locality including our employees, agents and contractors;*
- *make noise, in whatever way, which is a nuisance or annoyance. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools;*
- *fail to control any pet or allowing it to foul or cause damage to other people's property;*
- *run any business from your house without permission, or if permission has been granted you must not cause any nuisance or annoyance;*
- *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 any part of the house or common parts or neighbourhood;*
- *leave rubbish in unauthorised places;*



Schedule

Short Scottish Secure Tenancy Agreement

- *allow your children or the children of your visitors to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;*
- *park any vehicle, caravan or trailer inconsiderately or storing any unroadworthy vehicle, caravan or trailer;*
- *carry out work to any type of vehicle, caravan or trailer in a way or place that causes nuisance or annoyance;*
- *mis-use, abuse or sell controlled drugs (as defined in part 1 of this Schedule) or sell alcohol;*
- *use or carry firearms, knives, machetes or other offensive weapons;*
- *place closed circuit television cameras or other recording equipment in or on the house which intrude or are likely to intrude into the privacy of other people;*
- *harass or assault any person in the house or locality, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief. If we become aware that these activities are taking place then we will take whatever steps we consider necessary to prevent these activities continuing. This will include the use of legal action.*

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities contained in parts 3.1 and 3.2 above.

- 3.4 You, those living with you, and your visitors, must not bring into your house or store in your house any type of firearm or firearm ammunition unless you have a permit and our written permission.
- 3.5 You, those living with you and your visitors, must not bring into your house any form of controlled drugs (as defined in part 1 of this Schedule).

Schedule Short Scottish Secure Tenancy Agreement



- 3.6 You will be in breach of this Whole Agreement if you, those living with you or your visitors do anything which is prohibited in this part of the Whole Agreement.
- 3.7 If we believe that anyone living with you or visiting you has caused nuisance, annoyance or harassment, as described in this Schedule, in your house or in any other property or area. We will take whatever steps we consider necessary to prevent these activities continuing. This will include the use of legal action.
- 3.8 We will act fairly to you in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status.

If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure, which we will have made available to you. You may also wish to take independent advice.



Schedule

Short Scottish Secure Tenancy Agreement

4. Joint tenancy, sub-letting, assignation and exchange of your tenancy

4.1 If you want to :

- *change your tenancy to a joint tenancy; **or***
- *take in a lodger; **or***
- *have someone live with you; **or***
- *sub-let part or all of your house; **or***
- *assign the tenancy to someone else (passing over the tenancy to someone else); **or***
- *carry out a mutual exchange.*

you must first get our written permission which we will not withhold unreasonably. See part 8.2 for details about how we deal with such requests.

To do this, you must tell us in writing:

- *the details of the proposed change including who you want to sub-let or assign to, take as a lodger or joint tenant or exchange with and the house involved ; **and***
- *the amount of rent and any other payments (including a deposit) you propose charging (if any); **and***
- *when you want the sub-letting or assignation or exchange or change in tenancy to take place.*

If you are sub-letting you and your sub-tenant must use a form of sub-lease which has our approval.

If you want to assign your tenancy, the house must have been the only or principal home of the person to whom you want to assign the tenancy for at least 6 months before the date of your written request.

Short Scottish Secure Tenancy Agreement

Schedule



We will not unreasonably refuse permission for an assignation, sub-letting, joint tenancy or taking a lodger. Reasonable grounds for refusing permission include the following:

- *we have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;*
- *we have obtained an order for your eviction;*
- *the rent or deposit that you propose charging is unreasonable;*
- *the proposed change would lead to overcrowding;*
- *we intend to carry out work on the house which would affect the part of the house connected with the proposed change;*
- *your house was designed or adapted for persons with special needs and if the assignation was allowed, there would be no person living in the house who required those designs or adaptations.*

These examples do not in any way alter our general right to refuse permission on reasonable grounds. If we give permission, you cannot increase the rent or other payments made to you by the other person unless we give our permission. See part 8.2 for more details on getting permission.

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 a tenant of a local authority landlord, 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 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 overcrowding*

These examples do not in any way alter our general right to refuse permission on reasonable grounds. See part 8.2 for more details on getting permission.

- 4.2 If you are married, or 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 part 6.8.

4.3 Any lodger, sub-tenant or assignee will be bound by the terms and conditions of this Whole Agreement.

4.4 Any lodger, sub-tenant or assignee will be obliged to provide us with whatever details or information we may require in order to consider your request. If the application cannot be fully assessed, due to failure to provide information, the application may be refused. It is your responsibility to ensure that we are supplied with whatever details or information we require.

Schedule Short Scottish Secure Tenancy Agreement



5. Repairs, maintenance, improvements and alterations

Repairs and maintenance: Our responsibilities and rights

- 5.1 In this Whole Agreement, the word "repair" includes any work we consider 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, in our opinion, wind and watertight, habitable and in all respects reasonably fit for human habitation. If we consider repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, we will carry out repairs, maintenance, renewal, improvements or other work we consider necessary to put the house in a condition which is, in our opinion, tenantable, wind

and watertight and in all 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 and we will give you notice if we intend to carry out maintenance, improvement, renewal or other works. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent workman, using good quality material.

- 5.4 We will carry out a reasonable 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 we consider will significantly affect your use of the common parts, or the house, within a reasonable period.

- 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.



Schedule

Short Scottish Secure Tenancy Agreement

- 5.6 Our general repair obligations include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness.
- 5.7 Our duty to provide and maintain the house in all respects reasonably fit for human habitation includes a duty to take into account the extent to which the house falls short of building regulations by reason of disrepair or sanitary defects.
- 5.8 In particular we will :
- keep in repair the structure and exterior of the house;
- keep in repair and in proper working order, any installations in the house provided by us for
- *the supply of water, gas and electricity;*
 - *sanitation (for example basins, sinks, baths, showers, toilets);*
 - *hot water heating;*
 - *space heating (for example central heating) including fireplaces, flues and chimneys.*

Installations include those which we own or lease which directly or indirectly serve the house. We will not however be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed to do so. If permission has been granted for you to remove a fixture or fitting in order that you install one of your own, then, at the termination of the tenancy, if you wish to remove your own fixture or fitting, you are required to reinstate or replace the original fixture or fitting. This will be done to our satisfaction. If you fail to do so we will reinstate the original and we will charge you for it.

Schedule Short Scottish Secure Tenancy Agreement



We will service annually any gas installations in the house provided by us. We will provide you with a copy of the service 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 give you a copy of the current service inspection record before the beginning of the tenancy. If you refuse access or delay in allowing access, we have the right to force entry to your house, without court order, in order to carry out the inspection;

If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defects within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you. We will not be responsible for any losses suffered by you resulting from the malfunctioning of such apparatus unless we were negligent.

5.9 You are responsible for repairing damage caused wilfully or negligently by you, anyone living with you or a 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);*
- *any other person other than those mentioned in this clause.*

5.10 We will carry out repairs necessary due to fire, flood or Act of God, within a reasonable time. Until that time such temporary accommodation, as we consider reasonable and appropriate, will be provided if the house is uninhabitable.



Schedule

Short Scottish Secure Tenancy Agreement

5.11 We have the right to come into your house to inspect it and its fixtures and fittings or service the gas installations or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity and to carry out repairs, maintenance, renewal, improvement and other works providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we may apply to the Sheriff for permission to allow forcible entry. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. If we consider that there is an emergency or that there may be a danger to health or property we have the right to make forcible entry to your house without notice. In such an event, we will reinstate any resulting damage.

5.12 If we know that any Council owned house or flat adjoining your house is likely to remain unoccupied for longer than 28 days, 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.*

5.13 If we cause damage to the house or your property in connection with repairs we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more that you normally pay.

Schedule Short Scottish Secure Tenancy Agreement



5.14 Our duties to repair contained in this part of the Whole Agreement continue until this Whole Agreement comes to an end. See part 6 of this Schedule.

Repairs and maintenance : Your responsibilities and rights.

5.15 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 to us in person, by writing, e-mail or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours.

5.16 You are responsible for taking reasonable care of the house including internal decoration and keeping the house in a reasonable state of cleanliness.

5.17 Under the Secure Tenants (Right to Repair) (Scotland) Regulations 1994 and the Housing (Scotland) Act 2001 or any future variation or re-enactment you may have the right to instruct an alternative approved contractor to carry out work if the original contractor fails to commence

the work by the appointed date. This only applies in very specific instances and it is strongly advised that you seek independent advice before instructing an alternative contractor. We will not be responsible for the costs of any work instructed by you which does not qualify under the terms of the scheme. Details of the regulations and approved contractors are available from any local Housing Office.

5.18 It is strongly recommended that you insure your personal possessions against loss or damage caused by fire, flood, theft or accidents. We operate a Home Contents Insurance Scheme, full details of which are available from any local Housing Office.



Alterations and improvements

5.19 It is a condition of this Agreement that if you want to:

- *alter, improve or enlarge the house, fittings or fixtures;*
- *add new fittings or fixtures (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial, satellite dish or closed circuit television cameras);*
- *put up a garage, vehicle runway, shed, greenhouse, fence, wall or other structure;*
- *lay decorative flooring, such as laminate flooring;*
- *decorate the outside of the house.*

You must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 8.2 for more details about the procedure.

5.20 If you have made alterations or improvements with our permission, you **may, at the end of your tenancy**, be entitled to compensation. The regulations that apply are the Secure Tenants (Compensation for Improvements) (Scotland) Regulations 1994 and Housing (Scotland) Act 2001 and any other variation or re-enactment. You must apply for this compensation no earlier than twenty-eight days before your tenancy ends and no later than twenty-one days afterwards. Details of these regulations are available on request from any local Housing Office.

5.21 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 will charge you for this work. We have the right of access to your house to carry out this restoration work. If you refuse access we may apply to the Sheriff for permission to gain access to your house to carry out this restoration work.

Short Scottish Secure Tenancy Agreement

Schedule



6. Ending the tenancy

The Whole 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 and that notice expires no earlier than six months from the date of entry. You must tell us at the same time if you normally live in the house with your husband or wife or live in the house with another person as husband and wife. If you do, their written agreement is also 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 normally live in the house with your husband or wife or live in the house with another person as husband and wife. If you do, their written agreement is also required.

or

6.3 By Court order once the fixed period of the tenancy has ended

The Sheriff grants an order for eviction following a request by us. At the end of the period of the tenancy stated at part 3 of the Tenancy Agreement, (or at the end of any continuation of the tenancy), we may seek an order for your eviction from the Sheriff. You have the right to defend any legal action taken by us against you. We may ask for such an order under Section 36 of the Housing (Scotland) Act 2001. Before we do so, we will first send you a written notice giving the earliest date from which we will start court proceedings. If we raise court proceedings, the court must make an order allowing us to repossess the house if the court is satisfied that:

- *the original term of the tenancy has come to an end; and*
- *the tenancy is not automatically renewing; and*
- *there is no further tenancy agreement between us and you for the house; and*
- *we have correctly sent you the written notice referred to above.*



6.4 By Court order on other grounds

The Sheriff grants an order for eviction following a request by us. You have a right to defend any legal action taken by us against you. People who live with you also have the 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 notice. We will also send that written notice to anyone else living with you who is your spouse, co-habitee, sub-tenant, lodger, joint-tenant or member of your family aged 16 or over if we know about them.

In all the cases outlined below the Court must also be satisfied that it is reasonable to make an order for eviction.

- *you have not paid us rent which we are entitled to or you have broken some other condition of this Whole Agreement;*
- *anyone in your household or any visitor 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 co-habitee and your family, have been absent from the house for more than six months without good reason or you have stopped living in it as your principal home;*
- *we gave you this tenancy as a result of false information given by you in your application for the house;*
- *you, any other member of your household or visitor has acted in an anti-social manner or have pursued a course of anti-social conduct to anyone else in the locality and it is not reasonable for us to transfer you to another house.*

Schedule Short Scottish Secure Tenancy Agreement



In the six cases below, 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

- *you or any other member of your household has been guilty of harassment, nuisance or annoyance in or in the vicinity 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 number of people in the house causes overcrowding;*
- *we intend to demolish or carry out substantial work to your house (or the building in which it is located) within a reasonable time and that work cannot be done if you are still living there.*
- *the house has been designed or adapted for people with special needs and no one in your household has such special needs but we require the house for someone who has;*
- *the house is part of a larger group of houses which have been designed or adapted or located near facilities for people in need of special social support and no-one in your household has that need 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.*

One further ground exists:

- *We want to transfer the house to your husband or wife (or ex-husband or wife) or co-habitee, someone who you have been living with as husband or wife, where your relationship with that person has broken down and 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). In this case, the Sheriff must also be satisfied that it is reasonable to grant the order.*

or



Schedule

Short Scottish Secure Tenancy Agreement

6.5 By abandonment

If we have reasonable grounds for believing that you have abandoned your house, we may forcibly enter your house to make it secure. We will also give you at least twenty-eight days notice that we believe that you have abandoned your house. If at the end of that period we have reasonable grounds for believing that you have abandoned the house, we will repossess it by the service of another notice. You have a right of appeal to the Sheriff against repossession within six months. If, you have left property in the house, we will store it, if the value justifies it, for up to 6 months. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its collection within a given period. This paragraph is only a summary of sections 17 and 18 of the Housing (Scotland) Act 2001 and the Secure Tenancies (Abandoned Property) (Scotland) Order 2002 and is not intended to alter the legal position contained in the Act and Order.

or

6.6 By death

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

or

6.7 By transfer following a Court order

By order of the Sheriff Court in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, if your husband or wife or partner is granted this order as part of a matrimonial court action

Schedule Short Scottish Secure Tenancy Agreement



or

6.8 Abandonment by a joint tenant

If we have reasonable grounds for believing that a 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, however, terminate the tenancy which will continue.

6.9 Termination by joint tenant alone

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

6.10 Conversion to Scottish Secure Tenancy

If the reason why you were given this Short Scottish Secure Tenancy was because on of the following three reasons, your tenancy may convert to a Scottish Secure Tenancy after a time. These three reasons are:

- *an order for repossession of a house was made against you in the three years before the beginning of this tenancy because of anti-social or similar behaviour;*
- *an anti-social behaviour order has been made against you or a member of your household before the beginning of this tenancy;*
- *an anti-social behaviour order has been made against you or a member of your household and we have converted the Scottish Secure tenancy that you had over the house into a short Scottish Secure Tenancy by giving you a statutory notice. (You have the right to appeal to the Sheriff against such a notice within 21 days).*



Schedule

Short Scottish Secure Tenancy Agreement

In these cases, your tenancy will normally convert automatically to a Scottish Secure Tenancy 12 months after the creation of this tenancy.

However, if we have sent you a statutory notice, within those 12 months, telling you that we intend to start legal proceedings to evict you, the tenancy may not convert at the end of that 12 month period. It will then convert only if:

- *the notice expires or we withdraw the notice; or*
- *we are finally unsuccessful in any court proceedings for your eviction.*

If the tenancy does convert to a Scottish Secure Tenancy, we will tell you and the date when the conversion took place. We will make available appropriate housing support services to you during your tenancy to enable conversion of the tenancy to a Scottish Secure Tenancy.

6.11 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;*
- *allow us access to your house before you move out, at reasonable times;*
- *lock all doors, secure all windows and hand in your keys to the housing office;*
- *remove any fixtures and fittings you have installed without our written permission, reinstate the originals and put right any damage caused. This does not affect your obligations under paragraph 5.19;*
- *remove any outhouses, garden sheds etc which you have erected and clear any debris;*
- *check with us to make sure that you have paid all payments due to us;*

Schedule Short Scottish Secure Tenancy Agreement



- *apply for any compensation you may be entitled to under part 5.20 (or do so within 21 days of the end of this tenancy);*
- *leave the house in good decorative order;*
- *do the repairs you are obliged to do;*
- *give us a forwarding address unless there is good reason for not doing so.*



7. Information, consultation and complaints

- 7.1 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 will make a reasonable charge for this. We will provide you with a copy of any such information we hold within forty days of your request in writing. You may have other rights under that Act in relation to your personal data, which we will honour. You are entitled to check information you have provided in connection with your housing application free of charge.
- 7.2 We will publish an annual report on our housing management performance which you may obtain from us on request. Before the beginning of the tenancy we will give you information about our complaints procedure.

7.3 On request, we will provide you with free information relating to the terms of your tenancy including, allocation of housing, transfer of tenancy, repairs and maintenance, tenant participation and any other relevant issues.

7.4 We will consult you about making or changing policies if the proposal is likely to significantly affect you, specifically in respect of housing management, repairs and maintenance and tenant participation and any other relevant issues.

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.

7.5 If you think we have broken any part of this Whole Agreement or have failed to do anything we promised, you can complain to us under the complaints procedure which we will have made available to you.

Schedule Short Scottish Secure Tenancy Agreement



- 7.6 If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the Ombudsman. You may also wish to take advice from an independent source such as a Law Centre, Solicitor, Housing Advice Centre, Citizens' Advice Bureau or Tenants' Association.



8. General Provisions

8.1 Management services

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

8.2 Permissions

Where any part of this Whole Agreement requires you to obtain our permission for anything you must make your request in writing. We will acknowledge receipt of your request and we will reply to your written request within one month of receipt of the written application. We will not refuse the request unreasonably without a good reason.

If we refuse permission, we will tell you what the reason is. We will give you our decision in writing within one month of receiving your written request for

permission. If we are not able to come to a decision within one month of receiving your written request we will write to you and tell you we are extending this time limit. If we do not reply within that period, permission is automatically granted.

We may give you permission on certain conditions. We may withdraw our permission at any time if the activity which we have given you permission for is causing nuisance or annoyance or is anti-social to your neighbours or anyone in the vicinity of your house or if any of the conditions we have imposed are broken. If we withdraw our permission we will notify you in writing. The effect of withdrawing our permission, for activities which are causing nuisance or annoyance or anti-social, is as though it was never granted in the first instance. If you carry on the activity after our permission is withdrawn you will be in breach of this Whole Agreement. 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 (see part 4 of this agreement), we

Short Scottish Secure Tenancy Agreement

Schedule



will acknowledge receipt of your written request and 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 an appeal to the Sheriff.

If the request for permission is about alterations or improvements, etc. to the house (see paragraph 5.19 of this agreement), we will acknowledge receipt of your request and will reply to your written request within one month of receipt of the written application.

In that reply we will tell you if we agree to the proposed alterations, etc. and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know in writing our reasons for refusal within one month of receipt of your written application. If you are unhappy about our

refusal you have the right to make an appeal to the Sheriff. You can appeal against a refusal or the conditions we have attached.

If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see Part 10 of the Tenancy Agreement) and we refuse permission, you have a right of appeal to the Sheriff.

8.3 Notices

If you want to send any form or document to us, it will be sufficient if you send or deliver it to us at our headquarters or your local housing office. If we want to send you any document, we will send it to your house or last known address. We will be entitled to assume that this 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.



9. Completion of this agreement

By signing below, you are completing a legally binding contract committing you to all of the terms of this Whole Agreement. The terms and conditions of this Whole 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. By signing below, you are also confirming that you have already been given a notice under Section 34(4) of the Housing (Scotland) Act 2001 telling you that this is a Short Scottish Secure Tenancy, why you have been offered this tenancy and how long the tenancy is for.

Signed for landlord

Name

Tenancy address

Witness name

Witness signature

Witness address

Date

Signed by tenant / joint tenant

Witness name

Witness signature

Witness address

Date

Schedule
Short Scottish Secure Tenancy Agreement



Signed by tenant / joint tenant

Witness name

Witness signature

Witness address

Date

Signed by tenant / joint tenant

Witness name

Witness signature

Witness address

Date

If you need this information in another language or format, please contact us to discuss how we can best meet your needs.

Phone: **0303 123 1015**

Email: equalities@southlanarkshire.gov.uk

如果您需要本资料的其他语言版本或格式，请使用以下方式与我们取得联系，我们将尽可能满足您的要求。电话 **0303 123 1015**。

电子邮件：

equalities@southlanarkshire.gov.uk

अगर आपको यह जानकारी किसी अन्य भाषा या स्वरूप में चाहिए, तो इस बात पर चर्चा के लिए हमसे संपर्क करें कि हम आपकी ज़रूरतें कैसे सबसे अच्छे रूप में पूरा कर सकते हैं।

फ़ न **0303 123 1015**

मल: equalities@southlanarkshire.gov.uk

Jeśli potrzebują Państwo otrzytać niniejsze informacje w innej wersji językowej lub formacie, prosimy o skontaktowanie się z nami, aby omówić, jak możemy najlepiej spełnić Państwa potrzeby.

Numer telefonu: **0303 123 1015**. E-mail:

equalities@southlanarkshire.gov.uk

ਜੇ ਤੁਹਾਨੂੰ ਇਹ ਜਾਣਕਾਰੀ ਕਿਸੇ ਹੋਰ ਭਾਸ਼ਾ ਜਾਂ ਰੂਪ ਵਿਚ ਚਾਹੀਦੀ ਹੈ ਤਾਂ ਸਾਡੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ ਤਾਂ ਜੋ ਅਸੀਂ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਪੂਰੀਆਂ ਕਰਨ ਦੇ ਸਭ ਤੋਂ ਚੰਗੇ ਤਰੀਕੇ ਬਾਰੇ ਗੱਲਬਾਤ ਕਰ ਸਕੀਏ। ਫੋਨ

0303 123 1015.

ਈਮੇਲ: equalities@southlanarkshire.gov.uk

گريه معلومات آپ کو کسی دیگر زبان یا صورت میں مطلوب ہیں تو مہربانی فرما کر ہمارے ساتھ رابطہ کریں

کہ ہم اچھی طرح سے آپ کی ضروریات کیسے پوری کرسکتے ہیں۔ فون

0303 123 1015

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www.southlanarkshire.gov.uk