

Housing (Scotland) Act 2001

SCOTTISH SECURE TENANCY AGREEMENT

PART 1 - INTRODUCTION

1.1 **Parties.** This document is a Scottish Secure Tenancy Agreement between us:

[NAME OF COUNCIL]
[address of Council]

- and -

_____ (Tenant / Joint Tenant)
_____ (Joint Tenant)
[list all tenants]

1.2 **Property.** The Council agrees to rent the following property ("Property") to you on the terms and conditions set out in this Agreement. The full address of the Property is:

The reference number is _____.

The term "Property" includes the fixtures and fittings contained within it, the use of the Common Parts, the garden attached to the Property, and the means of access to the Property. It also includes any other facilities that we may specify in writing to you. The term "Common Parts" is defined in the paragraph of this Agreement entitled "Interpretation". If you request it, the Council will provide a more detailed description of the Property and a plan detailing your rights relating to the Common Parts, and access to the Property.

1.3 **Term.** The tenancy will start on Monday, _____ (the entry date). This is regardless of the date on which this Agreement is signed. The tenancy will continue from the entry date until the termination date, _____, and after that on a four-weekly basis. The tenancy may be ended by one of the methods described in Part 6 of this Agreement.

1.4 **Rent.** The rent is \$ _____ every four weeks, payable on the first Monday of each 4-week period.

1.5 **Services.** The Council may provide services in connection with your tenancy. If so, these are set out in a separate document together with the cost of each of those services. That document will also state whether the services are optional or compulsory. That document forms part of this Agreement. It is a condition of this Agreement that you pay for any compulsory services.

1.6 **Rent Increases.** The Council will consult you about any proposed increase in rent or service charge and have regard to your opinions before we make our decision. We are entitled to change the amount of rent and any service charge, as long as we notify you in writing at least four (4) weeks prior to the beginning of the rental period when the change is to start. We will not normally change the rent more than once every twelve (12) months. You have a right, on request, to a statement of our rent and service charge policy, as set out in Part 8.

1.7 **Rent Card.** We will provide you with a rent card or statement showing the total amount of rent and/or any service charge due each rental period. We will update the rent card or statement to show the revised amount of rent and/or service charge due after these have been adjusted. Rent and/or service charges are payable at your local Housing Office or by such other method as we may agree to.

1.8 **Breach of Agreement.** If you breach (break) any part of this Agreement, the Council has the right to:

- (a) take legal action against you (including eviction proceedings); AND
- (b) charge you for any resulting losses the Council has suffered, including any legal expenses as assessed by the Court.

1.9 **Information.** You can telephone or write us if you would like further information about anything contained in this Agreement. You can also get independent advice and information from a number of organisations such as Law Centres, Solicitors, Housing Advice Centres, Citizens Advice Bureaux, Tenants Associations, the Commission for Racial Equality and the Equal Opportunities Commission.

1.10 **Copy of Agreement.** If you want another copy of this Agreement, we will provide one on request. If you want a copy of it in another language or another form such as Braille or audio tape, please let us know and we will provide you with one as soon as possible. However, in the event of any dispute, this version of the Agreement will be binding on you and on the Council.

1.11 **Interpretation.** In this Agreement, the following words and phrases will have the following meanings, except where the context indicates otherwise.

Anti-social means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property.

Co-habitee means a person, whether of the opposite sex or not, who is living with you in a relationship similar to that of spouses.

Common Parts includes any part of the structure and exterior of the building in which the Property is located (such as the roof, gutters, and outside walls), as well as any common facilities in the building shared in common with other tenants or owner occupiers (such as the common close, stairways, entrance steps, entrance doors and doorways, paths, passages, corridors, bin chute accesses, yard, gardens, outbuildings, bin areas, cellar, back green and back court.

Family includes your spouse, co-habitee, parent, grandparent, child (including stepchildren and any other child treated by you as your child), grandchild, brother, sister, uncle, aunt, niece, nephew; and any of those of your spouse.

Harassment has the meaning set out in paragraph 3.3.

Neighbour means any person living in the neighbourhood.

Neighbourhood means the locality of the Property.

Overcrowding means that more people are permanently living in the Property than is allowed by law.

Property means _____ [address of property].

Repair includes any work necessary to put the Property into a state which is wind and watertight, habitable and in all respects reasonably fit for human habitation.

Scottish secure tenancy means a tenancy as defined by Section 11 of the Housing (Scotland) Act 2001.

Tenant includes any joint tenant.

We / us means the Council.

You means the tenant and any joint tenant(s).

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

1.13 **Tenant's Responsibility for Breach.** You are responsible for ensuring that no one living with you does anything that would be a breach of this Agreement if that person was the tenant. If they do, the Council will treat you as being responsible for any such action.

1.14 **Changing the Tenancy Agreement.** No part of this Agreement may be changed except in the following circumstances:

- (a) we and you agree in writing to change it; OR
- (b) we increase the rent or service charge in the way described in paragraph 1.6 above; OR
- (c) we or you apply to the sheriff under Section 26 of the Housing (Scotland) Act 2001 for an order to change the Tenancy Agreement and the sheriff grants such an order.

1.15 **Joint and Several Liability.** If two or more people sign this Agreement as Tenant, they are jointly and severally liable for performing the Tenant's obligations as set out in this Agreement. This means that each one of them is fully responsible for making sure that all the conditions in this Agreement are kept to, including payment of rent. You can apply for a joint tenancy to be added to the tenancy as set out in Part 4 of this Agreement.

PART 2 - USE OF THE PROPERTY AND COMMON PARTS

2.1 **Occupancy.** You (or at least one joint tenant) must take entry to the Property, occupy and furnish it, and **use it solely as your only and principal home.** You are entitled to have members of your family occupy the Property with you, as long as this does not lead to overcrowding. You must give us the names of all people living in the Property. You should inform the Council as soon as possible of any change in the occupants of the Property.