

**Scottish Secure Tenancy Agreement**



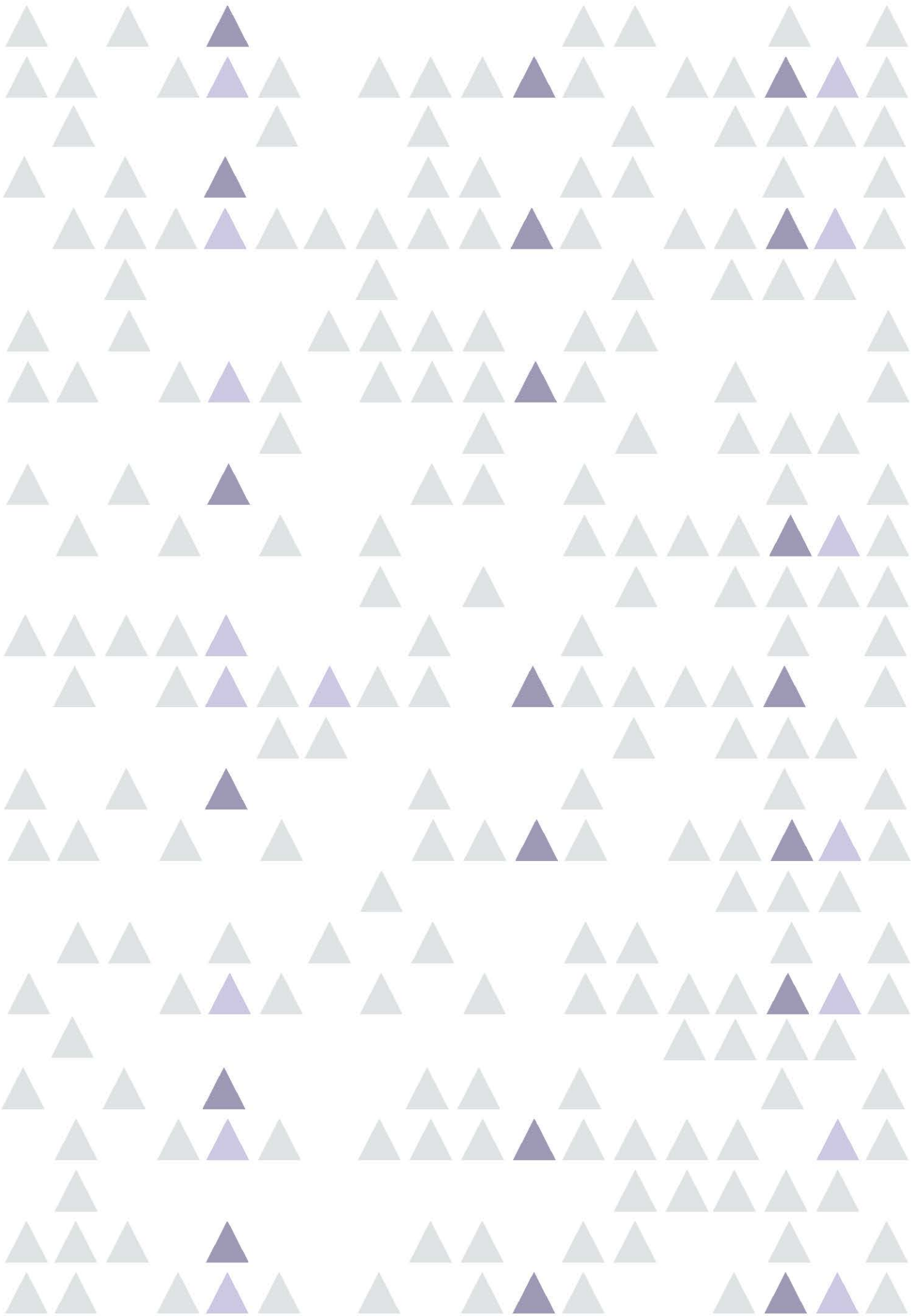
between

**East Dunbartonshire Council**

and

**In respect to the property at:**

**IMPORTANT NOTE FOR TENANT**  
THIS IS A LEGAL DOCUMENT WHICH WHEN SIGNED WILL HAVE LEGAL EFFECT. WE THEREFORE STRONGLY RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.





# TENANCY AGREEMENT



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# TENANCY AGREEMENT

## 1 Introduction

1.1 This document is a Scottish Secure Tenancy Agreement between The East Dunbartonshire Council, and you:

\_\_\_\_\_ (tenant/joint tenant) and

\_\_\_\_\_ (joint tenant)

\_\_\_\_\_ (joint tenant)

1.2 The Council agrees to rent accommodation to you on the terms and conditions in this Agreement. The accommodation includes the fixtures and fittings contained within it, the use of the common parts and the means of access to it. It also includes any other facilities that the Council may specify in writing to you. It is referred to as the "house" in this Agreement. The term "common parts" is explained at paragraph 1.11. If you ask, the Council will give you a more detailed description of the house and a plan detailing your rights relating to the common parts, and access to your house.

1.3 The full address of the house is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.4 The tenancy will start on \_\_\_\_\_ (the entry date). This is regardless of the date on which this Agreement is signed. This Agreement will continue from the entry date until \_\_\_\_\_ and after that on a weekly basis. There are different ways of ending the tenancy and these are described in Part 6 of this Agreement.

1.4a It is a condition of this agreement that you will repay any former arrears in the sum of £ \_\_\_\_\_. Your failure to repay those arrears would be a material breach of the tenancy conditions of this agreement.

1.5 The rent is £ \_\_\_\_\_ every week payable in advance by you on or before the first day of each rental period. The following periods are rent-free: the two weeks of the Christmas and New Year festive break and the two weeks preceding the end of each financial year.

1.6 The Council may provide services in connection with your tenancy. If the Council does, 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 those compulsory services unless those services are housing support services provided free of charge.

1.7 The Council will consult you about any proposed increase in rent or service charge and have regard to your opinions before the Council makes its decision. The Council is entitled to change the amount of rent and any service charge, as long as you are notified in writing at least four weeks before the beginning of the rental period when the change is to start. The Council will not normally change the rent or service charge more than once every twelve months. You have a right to a statement of the Council's rent and service charge policy. See paragraph 8.3 for more details.

1.8 If you break any part of this Agreement, the Council may:

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

1.9 You can telephone or write to the Council if you would like to know more about anything contained in this Agreement. The Council will do its best to help you. You can also get independent advice and information from a number of organisations such as Law Centres,

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Solicitors, Housing Advice Centres, Citizens Advice Scotland, Tenants Associations, and the Equality and Human Rights Commission.

1.10 If you want another copy of this Agreement, the Council will provide one on request. If you want a copy of it in another language or another form (such as Braille or audio tape), please tell the Council and you will be provided with one as soon as possible. However, in the event of any dispute, it is this version of the Agreement which is binding on you and the Council.

## 1.11 Interpretation

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

- 2001 Act – the Housing (Scotland) Act 2001, as amended
- Agreement – this Scottish Secure Tenancy Agreement
- Antisocial- See paragraph 3.2
- 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 or civil partner
- Common Parts - this includes any part of the structure and exterior of the building in which the accommodation is located (such as the roof, guttering, and outside walls) as well as any common facilities in that building (such as the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, back green and back court)
- Family - this term includes your spouse, civil partner, co-habitee, parent, grandparent, child (including a child treated by you as your child and stepchildren), grandchild, brother, sister, uncle, aunt, niece, nephew; and any of those of your spouse
- House - See paragraph 1.2
- Neighbour - any person living in the locality

- Neighbourhood - the locality of your house
- Overcrowding - more people are sleeping in the house than is allowed by section 135 of the Housing (Scotland) Act 1987.
- Repair - See paragraph 5.1
- Scottish Secure Tenancy - a tenancy as defined by section 11 of the 2001 Act
- Short Scottish Secure Tenancy – a tenancy as defined by section 34 of the 2001 Act
- Tenant - includes any joint tenant
- The Council – The East Dunbartonshire Council
- You/your - the tenant and any joint tenant

1.12 This 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 You are responsible for ensuring that no-one living with you does anything that would be a breach of this Agreement if they were the tenant. If they do, the Council will treat you as being responsible for any such action.

## 1.14 Changing this agreement

No part of this Agreement may be changed except in the following circumstances:

- The Council and you agree in writing to change it;  
OR
- The Council increases the rent or service charge in the way described in paragraph 1.7 above;  
OR
- The Council or you apply to the sheriff under Section 26 of the 2001 Act for an order to change the Agreement and the sheriff grants such an order.

## 1.15 Joint and several liability

If two or more people have signed this Agreement, they are jointly and severally liable for the terms and conditions of this



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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 tenant to be added to the tenancy: see paragraph 4.1 below.

## 1.16 Liability for payment of council tax

You are liable for the payment of council tax, water and sewerage charges associated with the house. You are also responsible for applying for housing benefit and council tax reduction where appropriate. Failure to maintain these payments could result in legal action being taken against you.

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## 2 Use of the house and the common parts and telling us about changes to who is living in your home

- 2.1 You 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 this does not lead to overcrowding.
- 2.2 You must tell the Council who is living in the house including when anyone moves in or out. If you do not inform the Council of changes in the household this may impact on your ability to make changes to the tenancy and for others to succeed to this tenancy. You should tell the Council as soon as there is any change in those who are living in your house.
- 2.3 You, those living with you, and your visitors must take reasonable care to prevent damage to:
- the house;
  - decoration;
  - furniture belonging to the Council;
  - the fixtures and fittings; the common parts; your neighbours' property.
- For example:
- before you leave the house unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your house;
  - you must tell the Council if you intend to go away, for more than four weeks and your house will be unoccupied during that time;
  - if your house is going to be unoccupied for any length of time, and there is a risk of water pipes freezing when you are away, you must tell the Council before you leave.
- 2.4 You and anyone living with you must not run any kind of business from the house. However, if you ask, the Council may give permission. See paragraph 10.2 of this Agreement for more information about doing this. If the Council gives permission, it may also increase your rent.
- 2.5 You must not allow your house to become overcrowded. If the overcrowding is as a result of an increase in the size of your family living with you, you should apply to the Council for a house transfer. The Council will try to get you a larger house. In this circumstance only, the Council will not treat you as being in breach of this condition. However, if the Council offers you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.
- 2.6 Keeping of pets
- 2.6.1 Unless you live in a flatted property with a common entrance, you are allowed to keep one common household pet in your property without requesting permission. A common household pet is considered to be a cat, a dog or other small furry animal. Over and above this, permission to keep additional or other types of pets will be required.
- 2.6.2 If you live in a flatted property with a common entrance, permission will be required to keep any kind of pet.
- 2.6.3 If the Council gives you permission to keep a pet, conditions may be attached to that permission. This includes the responsibility for ensuring that appropriate fencing is erected and maintained around garden boundaries, to minimise the potential for fouling. In addition, you must take reasonable steps to prevent pets causing nuisance, annoyance or danger to your neighbours. This includes fouling, noise or smell from your domestic pet. Permission will be reviewed should any difficulties arise.
- 2.6.4 Permission is not required for dogs assisting the sensory impaired.
- 2.6.5 If you are allocated a sheltered property, you have permission to keep one existing pet in

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the property. Permission will not be given to keep any new pets.

- 2.6.6 If you keep a pet in breach of paragraph 2.6 you must arrange for that pet to be rehomed as soon as possible. If you do not arrange for that pet to be rehomed as soon as possible the Council may take legal action against you.
- 2.7 You must not use or allow the house to be used for illegal or immoral purposes. This includes but is not limited to the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.
- 2.8 While you are in occupation of the house, you must make reasonable efforts to heat the house, taking into account your income. You must make reasonable efforts to ventilate the house using any suitable means provided in the house for doing so.
- 2.9 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, its windows, banisters and any bin chute accesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, the Council is entitled to decide exactly what you should do and when. Before making its decision, the Council will consult with you and the others. The Council's decision will be binding on you. If you do not do the work contained in this paragraph, the Council may do it and charge you for it. This is in addition to any other legal remedies open to the Council.
- 2.10 You must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying areas. You must comply with any local rotas for the use and sharing of the common parts. In cases of dispute between the users of the common parts, the Council is entitled to decide the arrangements and rotas for the use of and the sharing of the common parts. Before making its decision, the Council will consult with you. The decision of the Council will be binding on you. If you do not do the work contained in this paragraph, the Council may do it and charge you for it. This is in addition to any other legal remedies open to the Council.
- 2.11 If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming over-grown, untidy or causing a nuisance (unless the Council has agreed to take care of it). If you fail to do this, the Council is entitled to decide exactly what work requires to be done so as to comply with this duty. Before making its decision, the Council will consult with you. The decision of the Council is binding on you. If you do not do the work contained in this paragraph the Council may do it and charge you for it. This is in addition to any other legal remedies the Council may have. You must not remove, chop down or destroy any bushes, hedges or trees without the Council's written permission unless you planted them.
- 2.12 If you share a garden with others, you must take your turn with them to keep it from becoming overgrown, untidy or causing a nuisance (unless the Council has agreed to take care of it). If you and the others cannot agree on the arrangements for doing this or you fail to do the work, the Council is entitled to decide exactly what you should do and when. Before making its decision, the Council will consult with you and the others. The Council's decision will be binding on you. If you do not do the work contained in this paragraph, the Council may do it and charge you for it. This is in addition to any other legal remedies the Council may have. You must not remove, destroy or chop down any bushes, hedges or trees without the Council's written permission unless you planted them.



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2.13 No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do anything which causes inconvenience or danger to anyone using the common parts. You must remove any property belonging to you or anyone residing with you or anyone visiting you which is stored in any of the common parts except in areas set aside for storage immediately. If you do not remove any such property immediately, the Council may do it and charge you the cost of carrying this out and of storing it.

2.14 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).

2.15 Use and storage of paraffin and LPG  
The use or storage of flammable materials such as paraffin or liquid petroleum gas ("LPG") is not permitted in any Council property, outbuildings or garden ground. The use or storage of heaters fired by paraffin or LPG is not permitted in any Council property, outbuildings or garden ground.

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

- that land is set aside for parking;
- OR
- the Council has 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

2.17 Nothing belonging to you or anyone living with you or your visitors may be left or stored on land belonging to the Council unless:

- the land is set aside for that purpose;
- OR
- the Council has given you written permission;

AND, in every case,

- it does not cause a nuisance or annoyance to your neighbours.

2.18 If any vehicle, caravan, trailer or any other item of property belonging to you or anyone living with you or your visitors is parked, left or stored on land belonging to the Council without its permission you must remove that vehicle, caravan, trailer or other item of property immediately. If Council permission has been withdrawn because the vehicle, caravan, trailer or other item of property has caused a nuisance or annoyance to your neighbours you must also take action to remove it immediately. If you do not remove any such vehicle, caravan, trailer or other item of property immediately, the Council may do it and charge you the cost of carrying this out and of storing it.

2.19 If you want to change any part of this Agreement which restricts your use or enjoyment of the house, you must first ask the Council in writing. If the Council refuses, you have a right to make an application to the sheriff. See paragraph 10.2 for more details.

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## 3 Respect for others

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

3.2 'Antisocial' means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech. A course of conduct must involve conduct on at least two occasions.

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

- make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools;
- fail to control your pets properly or allow them to foul or cause damage to other people's property;
- allow visitors to your house to be noisy or disruptive;
- use your house, or allow it to be used, for illegal or immoral purposes;
- vandalise or damage property belonging to the Council or any part of the common parts or neighbourhood;
- leave rubbish in unauthorised places;
- allow your children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- verbally abuse, harass or assault any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- Use or carry offensive weapons;
- Use or sell unlawful drugs or sell alcohol

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

- run a business from your house;
- park any vehicle, caravan or trailer;
- carry out work to any type of vehicle, caravan or trailer;
- use alcohol.

The particular prohibitions on behaviour listed in paragraphs 3.3 and 3.4 do not in any way restrict the general responsibilities contained in paragraph 3.1 above

3.5 You, those living with you, and your visitors, must not bring into the house or store in the house any type of firearm or firearm ammunition unless you have a permit.


3.6 You will be in breach of this Agreement if you, those living with you or your visitors do anything which is prohibited in this part of the Agreement and this could result in your tenancy being changed to a Short Scottish Secure Tenancy or terminated by the Council.

3.7 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 the Council. The Council will investigate your complaint within fourteen days. If, after investigation, there are good grounds in the Council's opinion for your complaint, the Council will take reasonable steps to try to prevent the behaviour happening again. These steps may include mediation or legal action. A copy of the Council's written policy about dealing with these kinds of complaints is available from your local housing office.

3.8 The Council will act fairly to you in all matters connected with your tenancy. The Council 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 the Council has acted unfairly to you in any



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way, you may wish to use the corporate complaints procedure. You may also wish to take independent advice.



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## 4 Subletting, assignation, joint tenancy and exchange of your tenancy

### 4.1 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

you must first get written permission from the Council.

To apply for permission you must tell the Council in writing:

- the details of the proposed change including who you want to sublet or assign or give up possession 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 subletting, lodging, assignation, giving up of possession or exchange or change in tenancy to take place.

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

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 as follows –

### 4.1.1 Subletting

From 1 November 2019 if you want to sublet all or part of the house, the house must have been your only or principal home for at least 12 months immediately before the date of your written request to sublet the house to someone else. If you were not the tenant throughout that period, the house must have been your only or principal home during those 12 months and the tenant must have told the Council that you were living there. The length of time the person who wants to sublet all or part of the house has been living in the property starts from the date the Council is notified that the person is living in the property as their only or principal home. You can give the Council notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

### 4.1.2 Assignation

From 1 November 2019 if you want to assign this tenancy to another person, the house must have been your only or principal home during the 12 months immediately before the date of your written request to assign the tenancy to someone else. In addition, the person who you wish to assign your tenancy to must have been living in the house as their only or principal home for at least 12 months before the date of your written request and you, a joint tenant or the person who you now wish to assign the tenancy to must have notified the Council of them moving into the property. The length of time the person you want to assign this tenancy to must have been living in the property starts from the date the Council is notified that the person is living in the property as their only or principal home. You can give the Council notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

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## 4.1.3 Joint Tenancy

From 1 November 2019 if you want another person to be a joint tenant, the house must have been the only or principal home of the person who is to become a joint tenant for at least 12 months immediately before the date of your written request and you, a joint tenant or the person you now wish to become a joint tenant must have notified the Council of them moving into the house. The person you wish to add as a joint tenant, and any existing joint tenants must apply to the Council in writing along with you. The length of time the person you want to add as a joint tenant must have been living in the property starts from the date the Council is notified that the person is living in the property as their only or principal home. You can give the Council notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

## 4.2 The Council will not unreasonably refuse permission for an assignation, subletting, joint tenancy, giving up of possession or taking in a lodger request. Reasonable grounds for refusing permission include the following:

- The Council has served a notice on you warning that the Council may seek eviction on certain grounds because of your conduct;
- The Council has obtained an order for your eviction;
- It appears that you propose to receive a payment or an unreasonable rent or deposit;
- The proposed change would lead to the criminal offence of overcrowding;
- The Council intends to carry out work on the house (or the building of which the house forms part) which would affect the part of the house connected with the proposed change.

From 1 November 2019 the Council will have the following additional reasonable grounds

for refusing permission for an assignation, subletting or joint tenancy request:

- The Council has not been notified that the relevant person has been living in the property as their only or principal home;
- The relevant person has not been living in the property for the required 12 month period;
- For assignation requests additional grounds for the Council refusing permission are:
  - » if the proposed assignee would not be given reasonable preference (priority) in terms of the allocations policy;
  - » if the house would be under-occupied as a result of the assignation.

These examples do not in any way alter the general right of the Council to refuse permission on reasonable grounds. If permission is given by the Council, you cannot increase the rent or other payments made to you by the other person unless the Council gives its permission. See paragraph 10.2 for more detail on getting permission.

## 4.3 The Council will not unreasonably refuse permission for a mutual exchange of your house. The exchange must be with another house where the tenant holds a Scottish Secure Tenancy or Short Scottish Secure Tenancy. The landlord does not need to be the Council. The other landlord must also agree to the exchange. Reasonable grounds for refusing permission include the following:

- The Council has served a notice on you warning that the Council may seek eviction on certain grounds because of your conduct;
- The Council has obtained an order for your eviction;
- your house was let to you because of your employment with the Council;
- 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



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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 exchange would lead to the criminal offence of overcrowding.

These examples do not in any way alter the general right of the Council to refuse permission on reasonable grounds. See paragraph 10.2 for more detail on getting permission.

4.4 If you are married, in a civil partnership, or if you live in the house with someone as husband and wife, the Council may need their consent. If you are a joint tenant, the Council 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, you should ask the Council to use its powers under paragraph 6.8 of this Agreement.

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## 5 Repairs, maintenance, improvements and alterations

### Repairs and maintenance: the Council's responsibilities and rights

- 5.1 In this Agreement, the words "repair" and "repairs" includes any work necessary to put the house into a state which is wind and watertight, habitable and in all respects reasonably fit for human habitation.
- 5.2 Before the start of the tenancy, the Council will inspect your house to ensure that it is wind and watertight, habitable and in all other respects reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, the Council will do so before the tenancy begins. The Council will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, the Council will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and in all respects reasonably fit for human habitation. The Council will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.
- 5.4 The Council will carry out a reasonably diligent inspection of the common parts before the tenancy begins. The Council will take reasonable steps to remove any danger it finds before you move into your house. The Council will repair any other defect it finds which will significantly affect your use of the common parts, or the house, within a reasonable period. The Council will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. During the course of the tenancy, the Council will carry out inspections, at reasonable intervals, of the common parts.
- 5.5 If the Council needs the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, the Council will do its best to get it. The Council may be unable to do non-emergency repairs until such permission has been given.
- 5.6 The Council's general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness as well as the obligations contained in this paragraph. The Council will provide and maintain the house so that any tenant who the Council might reasonably expect to live in the house can heat the house to a reasonable temperature at a reasonable cost, so as to avoid condensation dampness and mould. If during the tenancy, the house suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the house (including insulation, provision for heating or ventilation), the Council will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time so that that feature is not a cause of the condensation dampness.
- 5.7 The Council has a duty to repair including a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.
- 5.8 The Council will:
- keep in repair the structure and exterior of the house;
  - keep in repair and in proper working order, any installations in the house (including



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those which the Council owns or leases which directly or indirectly serve the house) provided by the Council 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.

- not be responsible for repair of any fixtures and fittings not belonging to the Council which make use of gas, electricity or water. Neither will the Council 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 the Council has specifically agreed to.
- inspect annually any gas installations in the house provided by the Council. The Council will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, the Council will do so within a reasonable period. The Council will give you a copy of the current inspection record before the beginning of the tenancy;
- take reasonable steps to repair any defect to a communal television or communications aerial provided by the Council, within a reasonable period. Where repairs or maintenance have to be done, the Council will make reasonable efforts to minimise disruption to you.

5.9 The Council will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the Water Bye-Laws in force in your area. The Bye-Laws, among other things, specify that:

- all storage cisterns must be properly installed having regard to the need for

prevention of waste and contamination and insulation against frost;

- the stopcocks and servicing valves must be placed so that they can be readily examined, maintained and operated with reasonable practicability;
- the water pipes, both inside and outside the house, must be effectively protected against freezing and damage from other causes.

The Council will inspect the installations for the storage and supply of water it is responsible for at the beginning of the tenancy and at reasonable intervals thereafter so as to comply with the Water Bye-Laws.

5.10 Nothing contained in this Agreement makes the Council responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house. If the Council decides to carry out the work, you must pay the Council 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 the Council as soon as the damage is discovered).

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

5.12 The Council has the right to come into your house to inspect it and its fixtures and fittings or carry out repairs or improvements to it, or adjoining property, during reasonable times of the day. The Council will give you at least 24 hours' notice in writing. The Council has the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, providing the Council gives you reasonable



# TENANCY AGREEMENT

notice in writing. The Council has the right of access to the common parts at any reasonable time. If you refuse entry, the Council will have the right to make forcible entry provided it has given you every reasonable opportunity to let the Council in voluntarily. If the Council has to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, the Council has the right to make forcible entry to your house without notice.

5.13 If the Council knows that any house or flat adjoining your house, which the Council owns, is likely to remain unoccupied for longer than four weeks, the Council will take 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 seeing that its doors and windows are properly secured;
- to seeing that the water, gas and electricity supplies to the house or flat are turned off where possible.

5.14 If the Council causes damage to the house or your property in connection with inspections, repairs, improvements or entry, the Council will reinstate the damage or compensate you for your losses. The Council has a right to require you to move temporarily to suitable alternative accommodation if this is necessary for repairs to be done. If you are moved temporarily, the Council will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.

5.15 The Council's duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.

## Repairs and maintenance: your responsibilities and rights

5.16 You must report to the Council, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to Council property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf. The Council operates an emergency telephone service outside office hours which can be contacted using the Freephone number 0300 123 4510.

5.17 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.

5.18 You have a right to have certain small repairs carried out within fixed time limits and instruct contractors specified by the Council if they are not done within those time limits. You may also have a right to compensation in the case of delay. The Council will tell you when you report the need for a repair whether that repair is one covered by this scheme.

5.19 If the Council fails to carry out repairs that it should under this Agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:

- you have notified the Council in writing about the need for the repairs;  
AND
- the Council has not done those repairs within a reasonable period;  
AND
- you have made a formal complaint under the Council's complaints procedure (see paragraph 9.1);  
AND
- you have finished the complaints procedure and you are still dissatisfied, OR 3 months

# TENANCY AGREEMENT

have passed since you made the formal complaint under the complaints procedure.

**YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU WRONGLY EXERCISE THIS RIGHT.** All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

- 5.20 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc. The Council can offer tenants an affordable home contents insurance. For more information on this scheme please contact the Council on 0300 123 4510.

## ALTERATIONS AND IMPROVEMENTS

5.21 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 or satellite dish);
- put up a garage, shed or other structure;
- construct a driveway;
- put up a fence, wall or similar structure;
- decorate the outside of the house;

you must first get written permission from the Council. The Council will not refuse permission unreasonably. The Council may grant permission with conditions including conditions regarding the standard of the work. You must also get any necessary planning permission and approval under any current building regulations regarding alterations to or improvements to the property. See paragraph 10.2 for more details about the procedure.

5.22 If you have made alterations or improvements with permission from the Council, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. The Council also has the power, even if you do not qualify under these regulations to make a discretionary payment.

5.23 If you carry out any alterations or improvements without permission from the Council it is entitled to restore the house to its previous condition during or at the end of your tenancy. The Council is entitled to charge you for this work.

5.24 If you intend storing items in the loft, you must ensure that emergency repair access is available at all times. Under no circumstances should essential services be covered or access obstructed to cables, electric wiring, water or gas pipes, as a result of flooring or storage in the loft area.

5.25 If you wish to install laminate flooring or similar floor coverings, you must get permission from the Council. Permission is likely to be given where adequate service access is still provided. Permission is also likely to be given where such flooring is to be installed on health grounds, e.g. wheelchair use or to relieve asthma or allergies. Permission from the Council is conditional on you assuming responsibility for uplifting the flooring (and bearing any costs associated with this) should essential repair work require to be carried out. You are also responsible for uplifting the flooring and restoring the property to its original condition at the end of your tenancy.

# TENANCY AGREEMENT

## 6 Ending the tenancy

**The tenancy can be ended in any one of the following ways.**

### 6.1 By Notice

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

OR

### 6.2 By Written Agreement

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

OR

### 6.3 By Court Order

The sheriff grants an order for eviction following a request by the Council. You have a right to defend any legal action taken by the Council against you. The Council may ask for such an order under Section 14 of the 2001 Act on any of the grounds contained within Schedule 2 of the Act. Before the Council does so, it will first send you a written warning. The Council will also send that written warning to anyone else living with you who is a member of your family aged 16 or over, your lawful subtenants, lodgers and assignees. They will also have a right to take part in the court proceedings. The following is a summary of the grounds contained within that Act and does not change the legal position contained in that Act:-

- you owe the Council rent or you have broken some other condition of this Agreement.
- you, someone residing in your house, or anyone visiting it, has been convicted of

using the house or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the house or the locality.

- the condition of the house or common parts, or furniture the Council has supplied, has deteriorated because of the fault of you, your subtenant or somebody in your household.
- you, and your spouse, civil partner or cohabitee, 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.
- The Council gave you this tenancy as a result of false information given by you in your application for the house.
- You, someone residing in your house, or anyone visiting it, has acted in an antisocial manner towards (or has harassed) someone else in the locality and it is not reasonable for the Council to transfer you to another house.

In all the above cases, the sheriff must also be satisfied that it is reasonable to make an order for eviction unless the Council is relying solely on paragraph 2 of Schedule 2 of the Act and has served the appropriate notices within 12 months of the conviction or appeal in accordance with section 16(2)(aa) of the Act in which case the Sheriff must grant an order for eviction.

- you or someone residing in your house has been guilty of nuisance or annoyance in or in the neighbourhood of the house, or has pursued a course of conduct amounting to harassment of someone else in the locality and it is appropriate, in the Council's opinion, to transfer you to another house.
- the numbers of people in the house amount to the criminal offence of overcrowding.
- The Council intends to demolish or carry out substantial work to your house (or the building in which it is located) within a

# TENANCY AGREEMENT

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 the Council requires the house for someone who has.
- the house is part of a larger group of houses which have been designed or adapted or located near facilities for people with special needs and no-one in your household has those needs but the Council requires the house for someone who has.
- The Council has leased your house from somebody else and that lease has ended or will end within six months.

In the six cases above, the sheriff must grant an order for eviction if the Council offers you a suitable alternative house as defined by Schedule 2 (Part 2) of the 2001 Act.

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

OR

## 6.4 By Abandonment by you.

The Council has reasonable grounds for believing that you have abandoned the house. In this case, the Council may forcibly enter the house to make it secure. The Council will also give you at least four weeks' notice that it believes that you have abandoned the house. If at the end of that period the Council has reasonable grounds for believing that you have abandoned the house, the Council may repossess it by service of another notice. You have a right to make an application to the sheriff against repossession within six months. The Council will secure the safe

custody and delivery to you of any property which is found in the house. The Council will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period.

OR

## 6.5 By Death

By your death, if the tenancy does not pass to someone else (see Part 7 below).

OR

## 6.6 By Sale to You

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

OR

## 6.7 By conversion to a Short Scottish Secure Tenancy

If an antisocial behaviour order has been made against you, or anyone living with you, or if the Council believes that you, or anyone living with you or visiting you has been acting in an antisocial manner or pursuing a course of conduct amounting to harassment in the previous 3 years, the Council may serve a notice on you converting your tenancy to a Short Scottish Secure Tenancy. Your tenancy under this Agreement ends on service of that notice. You have a right to make application to the sheriff if the Council does this.

## 6.8 Abandonment by a joint tenant

If the Council has reasonable grounds for believing that a joint tenant has abandoned the house, the Council may give that tenant 4 weeks' notice. If the Council is satisfied on reasonable grounds, at the end of the four week period, that the joint tenant has abandoned the house, the Council may



## TENANCY AGREEMENT



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. That person has a right to make application to the sheriff if the Council does this.

### 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 four weeks' written notice to the Council and to the other joint tenant. That notice will not however terminate the tenancy which will continue.

### 6.10 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 subtenants leave with you;
- allow the Council access to your house before you move out, at reasonable times, to show new tenants round;
- hand in your keys to the housing office;
- remove any fixtures and fittings you have installed without written permission from the Council and put right any damage caused. This does not affect your obligations under paragraph 5.21 above;
- check with the Council to make sure that you have paid all payments due to the Council;
- apply for any compensation you may be entitled to under paragraph 5.22 above;
- leave the house in good decorative order;
- do the repairs you are obliged to do;
- give the Council a forwarding address unless there is good reason for not doing so.

# TENANCY AGREEMENT

## 7 After the tenant's death

7.1 If you die, the tenancy may be inherited by one of the following people in the following way.

From 1 November 2019 there will be new notification and residency requirements that have to be met for someone to inherit your tenancy and these are set out for the various levels below.

7.2 Level One

- your spouse, civil partner or co-habitee if the house was their only or principal home on your death;

OR

- a joint tenant, if the house was his or her only or principal home on your death.

In the case of a co-habitee, he or she must also have occupied the house as his/her only or principal home for at least 6 months immediately before your death.

From 1 November 2019 a co-habitee must also have occupied the house as his/her only or principal home for at least 12 months immediately before your death.

The 12 month period cannot begin unless the Council has been told that the individual is living in the property as their only or principal home. The Council must have been told that by you, a joint tenant, or the person who wishes to succeed to the tenancy. The length of time they have been living in the property starts from the date the Council is notified that the person is living in the property as their only or principal home. You can give the Council notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

If more than one person qualifies for the tenancy under Level One, they must decide among themselves who should get the tenancy. If they cannot agree, the Council will

decide.

7.3 Level Two

If no-one qualifies at Level One, or a qualified person does not want the tenancy, it may be inherited by a member of your family as long as:

- he or she is aged at least 16 at the date of death;
- the house was his or her only or principal home at the date of death.

From 1 November 2019 the member of your family must have occupied the house as his/her only or principal home for at least 12 months immediately before your death to qualify to succeed to the tenancy. The 12 month period cannot begin unless the Council has been told that your family member is living in the property as their only or principal home. The Council must have been told that by you, a joint tenant, or the person who wishes to succeed to the tenancy. The length of time they have been living in the property starts from the date the Council is notified that the person is living in the property as their only or principal home. You can give the Council notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

If more than one person qualifies for the tenancy under Level Two, they must decide among themselves who should get the tenancy. If they cannot agree, the Council will decide.

7.4 Level Three

If no-one qualifies at Level One or Level Two, or a qualified person does not want the tenancy, it will be inherited by a carer as long as:

- he or she is aged at least 16 at the date of death;
- the house was his or her only or principal





## TENANCY AGREEMENT



home at the date of death;

- he or she gave up another only or principal home before the death of the tenant;
- he or she is providing, or has provided care for the tenant or a member of the tenant's family.

From 1 November 2019 the carer must have occupied the house as his/her only or principal home for at least 12 months immediately before your death to qualify to succeed to the tenancy. The 12 month period cannot begin unless the Council has been told that the carer is living in the property as their only or principal home. The Council must have been told that by you, a joint tenant, or the carer who wishes to succeed to the tenancy. You can give the Council notice of someone living with you before 1 November 2019 and that time will count towards the length of time they have been living at the property.

If more than one person qualifies for the tenancy under Level Three, they must decide among themselves who should get the tenancy. If they cannot agree, the Council will decide.

- 7.5 If the house was designed or substantially adapted for a person with special needs, no person will qualify under level two or three above unless that person has special needs requiring the type of accommodation in the house. If a person would have qualified, but for this paragraph, the Council will make other suitable accommodation available.
- 7.6 If someone qualifies for the tenancy but does not want it, they should tell the Council in writing within four weeks of the death and leave the house within three months. Rent will be charged only for the actual period of occupation.
- 7.7 The tenancy can only be inherited twice under the provisions noted above. If the tenancy has already been inherited twice, the third death will normally end the tenancy. This will

not happen if there is a surviving joint tenant whose Scottish Secure Tenancy will continue. However, if there is still a person in the house who would otherwise qualify to inherit the tenancy under the above paragraphs, the tenancy will continue for up to 6 months after the last death. The tenancy will not be a Scottish Secure Tenancy for that period.

- 7.8 The provisions noted above are a summary of the law which is contained within Section 22 of the 2001 Act. This summary does not alter that law.

# TENANCY AGREEMENT

## 8 Information and consultation

8.1 You are entitled under the General Data Protection Regulation to access personal data the Council holds on you in its housing files. The Council will provide you with a copy of any such information it holds within one calendar month of your request. You may have other rights under the General Data Protection Regulation in relation to your personal data, which the Council will honour. You are entitled to check information you have provided in connection with your housing application free of charge.

8.2 The Council will publish an annual report on its housing management performance which you may obtain from the Council on request. The Council will give you information about its complaints procedure.

8.3 On request, the Council will provide you with information relating to:

- the terms of your tenancy;
- Council policy and procedures on setting rent and service charges;
- Council policy and rules about:
  - » admission to the housing lists;
  - » allocations;
  - » transfers of tenants between houses;
  - » exchanges of houses between Council tenants, and tenants of other landlords;
  - » repairs and maintenance;
- the tenant participation strategy;
- arrangements for taking decisions about housing management and services.

8.4 The Council will consult you about making or changing:

- policies regarding housing management, repairs and maintenance if the proposal is likely to significantly affect you;
- proposals for changes in rent and service charges where they affect all or a class of tenants (and you are to be affected);

- proposals for the sale or transfer of your house to another landlord;
- decisions about the information to be provided relating to its standards of housing management and performance;
- performance standards or targets in relation to housing management repairs and maintenance;
- The tenant participation strategy.

The Council 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.





# TENANCY AGREEMENT



## 9 Complaints

9.1 If you think that the Council has broken this Agreement or has failed to do anything it promised, you can complain to the Council under the complaints procedure which the Council will have made available to you.

9.2 If you are still dissatisfied after going through the Council's 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.

9.3 If the Council fails to carry out any of its material obligations under this Agreement, you have a right (in addition to any other legal rights you may have) to withhold your rent until the Council complies with its obligations. However, you may only do so if:

- you have told the Council in writing why you think it has broken this Agreement;

AND

- the Council has not fulfilled its obligations within a reasonable period;

AND

- you have made a formal written complaint under the Council's complaints procedure (see paragraph 9.1);

AND

- you have finished the complaints procedure and you are still dissatisfied,

OR

- 3 months has passed since you made the formal written complaint under the complaints procedure.

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



# TENANCY AGREEMENT

## 10 General provisions

### 10.1 Management services

You have the right, in terms of Section 55 of the 2001 Act together with others in a tenant management co-operative, to seek to exercise the management of one or more aspects of the housing service that the Council provides. The Council will provide more details to you about this right on request.

### 10.2 Permissions

- Where this Agreement requires you to obtain permission from the Council for anything you must make your request in writing. The Council will not refuse the request unreasonably.
- If the Council refuses permission, it will tell you what the reason is. The Council will give you its decision in writing as soon as possible.
- The Council may give you permission on certain conditions. The Council may withdraw its permission if the activity which it has given you permission for is antisocial to anyone in the neighbourhood.
- If you object to a decision made by the Council, you can appeal using the corporate complaints procedure.
- If the request for permission is about taking a lodger, subletting, assignation, or exchanging the house or creating a joint tenancy (see Part 4 of this Agreement), the Council will reply to your written request within one month of receipt of the written application. If the Council does not reply within one month, it is taken to have agreed to your request. If the Council refuses this kind of permission, it will notify you of the reasons for its refusal in writing within one month of receipt of your application. If you are unhappy about the Council's refusal you have the right to make application to the sheriff.
- If the request for permission is about alterations or improvements etc. to

the house (see paragraph 5.21 of this Agreement), the Council will reply to your written request within one month of receipt of the written application. In that reply the Council will tell you if it agrees to the proposed alterations etc. and if so, whether the Council attaches any conditions. If the Council does not reply within one month, it is taken to have agreed to your request. If the Council refuses this kind of permission, it will let you know in writing its reasons for refusal within one month of receipt of your written application. If you are unhappy about the Council's refusal or the conditions that the Council has attached, you have the right to make application to the sheriff.

- If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see paragraphs 2.4 and 2.19) and the Council refuses permission, you have a right of application to the sheriff.

### 10.3 Notices

- If you want to send any form of document to the Council, it will be sufficient if you send or deliver it to the Council at its headquarters or a community hub. If the Council wants to give you any document, it will deliver it to you, leave it at your last known address or send it by recorded delivery to your last known address. The Council will assume that this is your current address and that all documents to you should be sent there unless you tell the Council that you want anything to be sent to another address.
- If you are notifying the Council that someone is moving into or out of the property or any other changes in the household you should follow the process set out in the Tenant Handbook and only notice given in this way will be accepted by the Council for the purposes of subletting, assignation, joint tenancies and succession.

### 10.4 Completion of this agreement

# Good Neighbour Charter

## Code of Conduct

### Introduction

This code of conduct outlines the behaviour expected of any tenant offered a tenancy by East Dunbartonshire Council, and clarifies the legal obligations imposed upon them, in signing a Scottish Secure Tenancy.

The aim of this code is to ensure that tenancies are sustained in the long term, to the satisfaction of East Dunbartonshire Council as landlord, you as tenant, and your neighbours.

### The Multi-Agency Approach

In order to ensure that tenancies are sustainable, East Dunbartonshire Council seeks to involve a number of agencies to provide support. It is recognised that some tenants may require assistance to maintain the standard of conduct outlined in this code.

Tenants who may require assistance to sustain their tenancy, can access, if appropriate, a range of advice, information, support and core services provided by East Dunbartonshire Council and other agencies.

### Your Obligation Explained

When you sign a Tenancy Agreement, a legal contract is established between East Dunbartonshire Council as landlord, and you as tenant. The Council is aware that some tenants may not be familiar with the formal technical language in which the Tenancy Agreement is written. The purpose of this code is to explain to you, in plain English, what is expected of you as a tenant.

### What is Expected of You

There are a number of things expected of you as a good tenant. The most important of these are as follows:-

a. You must keep the property in a clean, orderly fashion and carry out your responsibilities to the common areas,

keeping them clean, tidy and in good repair. This means taking your turn, or making arrangements, to clean stairs, clear common areas/paths and cut the grass in garden areas.

- b. You must conduct yourself in a way that takes account of your neighbours. You must ensure that your conduct does not give rise to any complaint of anti-social behaviour, neighbour nuisance or neighbour dispute.
- c. You must not participate in any illegal drug use, possession or dealing in the house or its vicinity, contrary to the Misuse of Drugs Act 1971 or any other relevant statute.
- d. You must not harass or cause alarm or distress, directly or indirectly, to any person in the neighbourhood on the basis of colour, race, nationality, ethnic origin, sexual orientation, disability, social background, marital status, financial status or religion.

# Good Neighbour Charter

## Monitoring and Review

- East Dunbartonshire Council will monitor the progress of your tenancy on a regular basis, to ensure that you are successfully fulfilling the obligations of your Tenancy Agreement. As a part of this monitoring arrangement, it is essential that a Housing Officer is given access to your tenancy, so that he/ she can confirm that you are maintaining expected standards.

You must therefore allow Housing Officers access to your tenancy when required.

- In order to establish how your tenancy is progressing, East Dunbartonshire Council has the discretion to hold a meeting to review how the tenancy is conducted. Assessment will be made on whether any action requires to be taken either by the Council, or any agency involved.

You, as tenant, will be kept fully informed at all stages in the tenancy review process, including updates on the progress of your tenancy.

## TACT/Anti-social Behaviour

The Council has established a multi-agency team known as TACT - Tackling Anti-social behaviour and Conflict Team. The team is an innovative initiative established to fast track information, co-ordinate case conferences and target appropriate actions.

The team is represented by the Police, Social Work, Legal Services and Housing.

## Support on Offer

Some new or existing tenants may require additional help to maintain their tenancy. If you believe that you require such help, referral procedures are in place which can help you access such services provided by East Dunbartonshire Council and other agencies.

## Housing Support Workers

Housing and Protective Services are able to offer support to Homeless applicants during the first year of a permanent Scottish Secure Tenancy. This service is offered through Housing Support Workers who will liaise with other agencies where necessary.

This support is on offer to help you become a good tenant and help you sustain your tenancy in the long term.

To summarise:-

- This code of conduct seeks to set out, in plain
- It also puts in place procedures to allow your tenancy to be monitored and reviewed, so that you can be made aware of how your tenancy is progressing;
- It also makes available support services, where appropriate, so that you can be helped to fulfil the obligations of your Tenancy Agreement. The aim of this code of conduct is therefore to ensure that your tenancy is sustained in the long term, to the satisfaction of the Council, as your landlord, you as tenant, and your neighbours.

### WARNING-

IF AT ANY TIME, IT IS CONSIDERED THAT YOUR CONDUCT AS A TENANT FALLS FAR SHORT OF

THE EXPECTED BEHAVIOUR OUTLINED ABOVE, THEN YOU ARE IN BREACH OF YOUR TENANCY OBLIGATIONS AND LIABLE TO BE TAKEN TO COURT TO BE EVICTED. THE ONUS IS ON YOU TO ENSURE THAT YOU FULFIL WHAT IS EXPECTED OF YOU,

AS OUTLINED IN THIS CODE.



## Good Neighbour Charter



### **East Dunbartonshire Council is committed to:**

- Ensuring every tenant enjoys their security of tenure in their own home.
  - Ensuring that every tenant enjoys their right to a decent environment.
  - Ensuring that every victim of nuisance behaviour receives swift and effective support which leads to a resolution of the problem.
  - Nuisance behaviour is completely unacceptable and it will not be tolerated in Council Houses or in Council Neighbourhoods
  - The Council will take every step possible to make offending tenants stop nuisance behaviour, including legal action if problems persist.
  - If any member of a tenant's household causes nuisance in the vicinity of the home, the Council will take action against the tenant.
  - Parents are responsible for the behaviour of their children and the Council will take action against tenants, should their children cause nuisance in the vicinity of the home.
  - Where the Council is taking action against tenants as a result of nuisance or anti-social behaviour, housing transfers will not normally be granted.
  - Where an Anti-Social Behaviour Order is obtained, the Council can also request that a full Scottish Secure Tenancy is reduced to a Short Scottish Secure Tenancy, with fewer tenancy rights and limited security of tenure.
  - Where an applicant has community care needs, an appropriate package of care to meet their assessed needs will be arranged by East Dunbartonshire Council, in co-operation with other agencies. The care package will be put in place before tenancy commencement.
  - Actions against people causing nuisance will be pursued relentlessly, until the nuisance behaviour finally stops, to the satisfaction of the Council.
- Failure to carry out the obligations of the tenancy agreement that relate to maintenance of common areas - maintaining gardens, cleaning closes, stairs, landings, proper disposal of rubbish - will be pursued vigorously under the law.



# TENANCY AGREEMENT



By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement. This Agreement does not terminate any existing tenancy. The terms and conditions of this Agreement replace the terms and conditions under any other tenancy agreement that you had with the Council, immediately before this Agreement came into effect, in relation to the house.

I/We confirm the following:

- The Code of Conduct has been explained in detail and I/We have read the contents
- I/We understand and agree to abide by the contents of the Code

.....  
*Signed for landlord*

.....  
*Name*

.....  
*Witness name*

.....  
*Witness signature*

.....  
*Witness address*

.....  
*Date*

.....  
*Signed by Joint Tenant*

.....  
*Name*

.....  
*Witness name*

.....  
*Witness signature*

.....  
*Witness address*

.....  
*Date*

.....  
*Signed by Tenant / Joint Tenant*

.....  
*Name*

.....  
*Witness name*

.....  
*Witness signature*

.....  
*Witness address*

.....  
*Date*

.....  
*Signed by Joint Tenant*

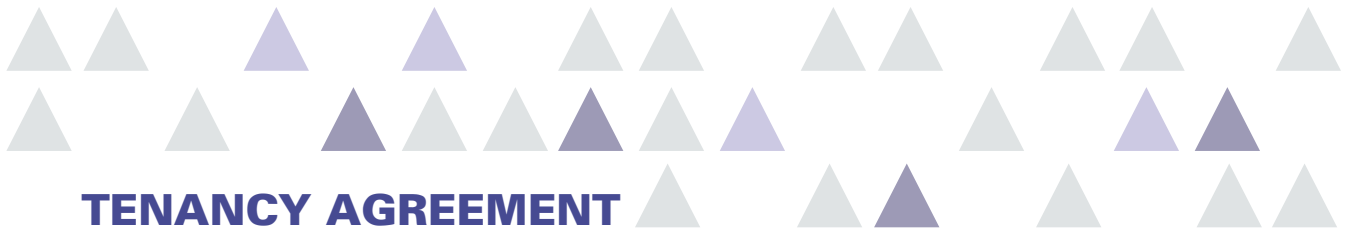
.....  
*Name*

.....  
*Witness name*

.....  
*Witness signature*

.....  
*Witness address*

.....  
*Date*



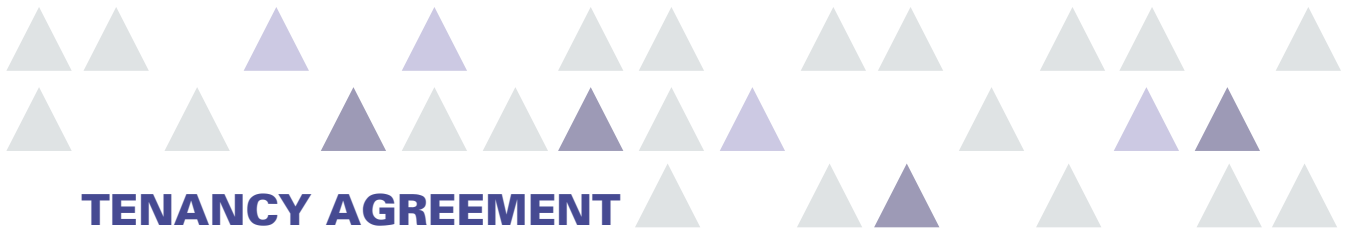
# TENANCY AGREEMENT



## Other Information



A large, light grey rectangular area containing horizontal dotted lines for writing.



# TENANCY AGREEMENT

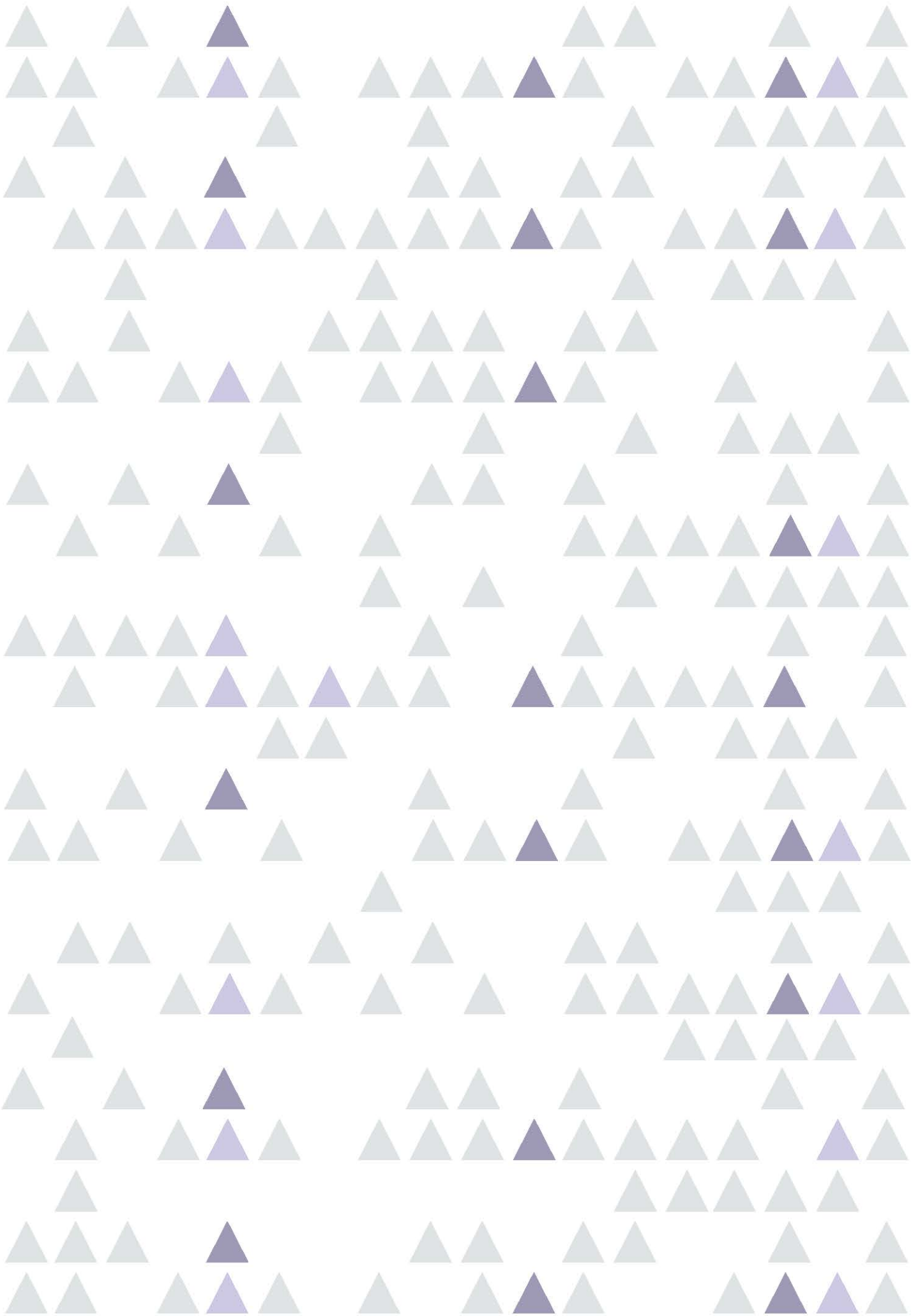


## Other Information



A large, light grey rectangular area containing horizontal dotted lines for writing.





## Other formats

This document can be provided in large print, braille or on audio cassette and can be translated into other community languages. Please contact the Council's Communications Team at:

East Dunbartonshire Council  
Southbank Marina  
12 Strathkelvin Place  
Kirkintilloch  
Glasgow  
G66 1TJ

Tel: 0300 123 4510

本文件可按要求翻譯成中文，如有此需要，請電 0300 123 4510。

اس دستاویز کا اردو خواست کرنے پر (اردو) زبان میں ترجمہ کیا جاسکتا ہے۔ براہ مہربانی فون نمبر 0300 123 4510 پر رابطہ کریں۔

ਇਸ ਦਸਤਾਵੇਜ਼ ਦਾ ਮੰਗ ਕਰਨ ਤੇ ਪੰਜਾਬੀ ਵਿੱਚ ਅਨੁਵਾਦ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ 0300 123 4510 ਫੋਨ ਕਰੋ।

Gabhaidh an sgriobhainn seo cur gu Gàidhlig ma tha sin a dhith oirbh. Cuiribh fòin gu 0300 123 4510

अनुदीध करने पर यह दस्तावेज हिन्दी में भाषांतरित किया जा सकता है। कृपया 0300 123 4510 पर फोन कीजिए।