

# SUMMARY

## YOUR TENANCY

### INTRODUCTION

Welcome to your Tenancy Summary, which gives information contained in the Scottish Secure Tenancy Agreement proposed between us, Shettleston Housing Association and you, the tenant(s). This summary tells you the most important things about your tenancy with us, our responsibilities as landlord and your responsibilities as a tenant. If you want to know more please refer to your Scottish Secure Tenancy Agreement which is the legally binding agreement between us.

### TENANCY AND RENT PAYMENT

Your rent starts on the date you sign your tenancy agreement and is due to be paid on the 1<sup>st</sup> of each month in advance. If you would find it easier to pay weekly or fortnightly then you can do this provided that you pay in advance.

You must ensure that rent payments are made on time. The Association will provide support and advice if you are having financial difficulty. To help tenants get as much help with their finances as possible, our Welfare Rights Team can provide advice on any benefits you might qualify for and help you to apply for them. They can also help you to request reconsiderations of benefit decisions, submit appeals and arrange Tribunal representation. We can also make referrals on your behalf to Money Advice who can assist you if you have problems with debt.

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

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

### OCCUPATION OF THE PROPERTY

You must live in the house and use it as your main home. If you go away for a lengthy period, it is important that you inform the Association. If there is evidence that the property has been abandoned, the Association can serve notice of abandonment allowing 28 days for you to confirm occupancy of the property.

You should let us know who is living in the property and if someone moves out. If you wish someone to move in you should request permission from the Association. It is important that household members are registered with the Association to safeguard their rights if something happens to you.

If we need access to your home we will always give you 24 hours' notice, unless of course

there is an emergency and we need to get into your home immediately.

Whilst living in our homes we expect you to ensure that your home is kept up to a reasonable standard, furnished and decorated and that you ensure where you have responsibility for a garden/driveway etc you maintain this ensuring that the grass and any shrubs are cut back regularly and weeds are controlled.

## **COMMON AREAS AND GARDENS**

If your tenancy has a private garden, you are responsible for maintaining the garden area, including grass cutting, hedge trimming and maintaining flower beds. Where your tenancy is a flat and there are common parts you are responsible along with your neighbours for ensuring that the common close, backcourt and bin store areas are kept clean and tidy. Where there is no close cleaning service, you must take your turn in cleaning the common parts along with your neighbours. You must deal with your rubbish properly. The Association would ask that no items are placed on common landings or in stairwells to ensure safety for all residents.

You must park any kind of vehicle in the proper place.

## **PETS**

No livestock shall be kept within the property or within the common parts.

You must obtain our permission in writing and in advance before keeping any domestic pet within the property.

We will withhold permission in certain circumstances such as if the pet is likely to cause a nuisance or danger to neighbours and/or is prohibited under the Dangerous Dogs Act 1991 or other legislation. You are responsible for the behaviour of any pets owned by you or anyone living with you, must supervise the animal at all times and ensure it does not cause a nuisance, annoyance or danger to others. Your pet should not be allowed to foul in common areas or cause damage to Association property.

We are entitled to require removal of the pet if it is causing nuisance or damage within the property or the common parts.

## **BEING A GOOD NEIGHBOUR**

We want to ensure that all of our tenants are able to enjoy their homes fully. We expect all of our tenants to treat their homes with respect and to treat their neighbours with respect.

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

**You must not**

- Make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios, musical instruments and DIY tools;
- Fail to control your pet 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 our property or any part of the common parts or neighbourhood or leave rubbish in unauthorised places;
- Allow your children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- 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 drugs or alcohol;
- run a business from your house.

This list is not exhaustive and you should refer to your tenancy agreement for any further information. We will treat any aspect of anti-social behaviour as a breach of your tenancy agreement and this could result in your tenancy being changed to a Short Scottish Secure tenancy or ultimately the Association raising a court action with a view to recover your tenancy.

## **SUB-LETTING, ASSIGNATION, JOINT TENANCY AND EXCHANGE OF YOUR TENANCY**

If you want to:

- Take in a lodger
- Add a joint tenant to the tenancy
- Sublet part or all of your house
- Assign the tenancy (pass on the tenancy to someone else)
- Carry out a mutual exchange

You must first get our written permission. There are new requirements set out in the Housing (Scotland) Act 2014. The person(s) involved must be living with you as part of your household, residing with you as their only or principal home for 12 months and Shettleston Housing Association must have them registered as part of your household. Any request must be made in writing to the Association.

It is therefore very important that you notify the Association of any changes in your household as and when they happen. We can't approve these tenancy changes unless we can verify that a person has stayed with you for the period required by law.

## REPAIRS & MAINTENANCE

Before the tenancy begins, we will inspect the house and carry out necessary repairs to put the house in a tenantable condition. After you move in, we will carry out repairs to the house, to make the house tenantable within a reasonable period. Please report any repairs that need to be done to us.

In particular, we will keep in repair the structure and exterior of the house and installations for water, gas, electricity, sanitation, heating and hot water.

We are not responsible for repairing damage caused by you, anyone living with you or your visitors. If we do repair such damage, we will charge you. This does not however apply to wear and tear.

You must take reasonable care to avoid damage to your house and your neighbours' houses. This is particularly important in freezing weather.

If we need access to your house to carry out repairs or to inspect it, we will give you at least 24 hours' notice, unless of course there is an emergency and we need to get into your home immediately. You must allow us access. We may have to decant you to another house to do repairs. If we do, we will compensate you for any extra expenses you have as a result. We will also compensate you if we cause damage to your property when doing the repairs.

We will not compensate you for damage to your personal property where we have not been at fault. Therefore, you are strongly advised to get home contents insurance to ensure that if an accident occurs or fire or theft that you will have home contents insurance cover to protect your personal belongings and furnishings.

## GAS SAFETY

We are required by law to inspect all our gas appliances and pipework and issue tenants with and a Landlord's Gas Safety Record. This will be done in a 10 month cycle. This includes servicing your central heating boiler and gas fire owned by us.

It is essential that you allow the engineers access to do this work as this is a legal requirement.

**Failure to provide access WILL result in us forcing entry to your home**

## IMPROVEMENTS AND ALTERATIONS

**Please note that you need to obtain written permission from us to carry out the following alterations:**

- Laminate flooring, ceramic tiles or any other fixed flooring
- Alter, improve or enlarge the property, fixture or fittings, including work to kitchens and bathrooms
- Putting up a garage, shed, or other structure including fencing, satellite dish
- Decoration to the outside of the house

This is not a full list of alterations or improvements so if you are planning to do work on your property, please contact us first to find out if permission is required. If any alterations or improvements are carried out without our permission we are entitled to restore the house to the previous condition, the cost of which would be charged to the tenant.

## **GIVING UP YOUR TENANCY**

If you want to end your tenancy you have to give us at least 28 days' notice. You must do this in writing either by sending us a letter or completing a Termination of Tenancy form which you can get from our office. Your partner, or any joint tenant must also sign to show that they agree that the tenancy should be given up.

You will have to pay rent up to the end of the 28 day notice period even if you actually move before then. A termination of tenancy inspection will be carried out by the Void/Maintenance Officer. You may be given a list of work which requires to be completed before leaving the property, this list is not exhaustive and you may be charged for any work not completed or found after you have moved away from the property. When you move you should return all of our keys, fobs. You should leave the house clean and tidy and remove all furniture and other belongings, unless previously agreed by the Void/Maintenance Officer. We may dispose of any items you leave and charge you for it.

The Scottish Secure Tenancy Agreement can also be terminated/ended in the following ways:

- by written agreement between you and us, Shettleston Housing Association ;
- by us getting a court order for eviction after having first given you a warning;
- by you abandoning the property;
- by your death if there is no-one to inherit the house;
- by conversion to a Short Scottish Secure Tenancy.

## **AFTER THE TENANT'S DEATH**

If you die, the tenancy may be inherited by:

- your husband or wife; OR
- the other joint tenant; OR
- your co-habitee or civil partner; OR
- another member of your family who was living with you; OR
- a live-in carer.

From 1 November 2019 under the Housing (Scotland) Act 2014 those eligible to inherit must 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 Association have been told in writing that the individual is living in the property as their only or principal home. We 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 we are notified that the person is living in the property as their only or principal home.

The house can be inherited only twice.

## GETTING INVOLVED

Your views are important to us and we encourage you to give your feedback to enable us to improve. We want to make it as easy as possible for tenants to get involved in making decisions that affect them and give a range of ways that they can get involved, as individuals, or in groups:

- Become a Board member
- Focus Groups
- Providing Customer Feedback to any staff member
- HOWDY cards
- Surveys

**For more information please contact us on 0141 763 0511 or visit our website [www.shettleston.co.uk](http://www.shettleston.co.uk)**

## BECOMING A MEMBER

Shettleston Housing Association is a community based organisation which has charitable status. Our Board is elected annually by members, and is responsible for overseeing our work and agreeing policies. Our Board is made up of tenants and other people who share the aim of providing good homes and services and to ensure we reflect the views of tenants when deciding our priorities.

**To find out more about becoming a member contact us on 0141 763 0511 or visit our website [www.shettleston.co.uk](http://www.shettleston.co.uk)**

## COMPLAINTS

If you think we have broken any terms of your Tenancy Agreement, you can complain using our complaints procedure. You can also complain to the Ombudsman and take legal advice.