

## Summary Scottish Secure Tenancy Agreement

### 1 Introduction

- 1.1 This document is a summary of the Tenancy Agreement between us, West Dunbartonshire Council, and you. It is not intended to change or add to the Tenancy Agreement. This summary tells you the most important things about your tenancy with us. If you want to know more, refer to your Tenancy Agreement which is the legally binding agreement between us. Additional information is contained in the Tenant Information Pack. Alternatively, you can ask us or an independent advisor, such as a solicitor or advice worker, for help.
- 1.2 Your tenancy starts on ..... Your rent is £..... per week payable in advance. Any services included, and the costs, are noted in a separate document. We will give you a plan showing you exactly what areas of the common parts you can use if you ask us.
- 1.3 You must take all reasonable steps to make sure you and anyone living with you or visiting you keeps to the terms and conditions of the 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. If you are a joint tenant, you are both responsible equally for paying rent and keeping to the Tenancy Agreement.

### 2 Use of the house and common parts

- 2.1 You must occupy the house and use it as your main home.
- 2.2 You must take reasonable care to avoid damage to your house and your neighbours' houses. This is particularly important in freezing weather.
- 2.3 You will generally be allowed to keep pets, subject to the conditions detailed in paragraph 2.5 of the main agreement.
- 2.4 You must take your turn in cleaning the common parts and keeping the garden tidy. You must deal with your rubbish properly. You must park any kind of vehicle in the proper place.
- 2.5 You must get permission to lay laminate flooring within your home.

### 3 Respect for others

- 3.1 You, those living with you, and your visitors, must not harass or do anything anti-social to other people in the neighbourhood. This includes your neighbours and our employees.
- 3.2 If you have a complaint about other people's anti-social behaviour, tell us. We will investigate and take action if appropriate.
- 3.3 We will not discriminate unfairly against you in any way. We have a complaints procedure if you think we have acted wrongly or unfairly.

#### **4 Sub-letting, assignation and exchange of your tenancy**

If you want to sub-let or assign (transfer) or exchange your house or take in lodgers or add or change the joint tenant, you must first get our written permission.

#### **5 Repairs, maintenance, improvements and alterations**

- 5.1 Before the tenancy begins, we will inspect the house and carry out necessary repairs to put the house in a tenable condition. After you move in, we will carry out repairs to the house, to make the house tenable within a reasonable period. Please report any repairs that need to be done to us.
- 5.2 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.
- 5.3 We will take responsibility for doing work to deal with condensation dampness if the dampness is being caused to some extent by some feature of the house, such as ventilation, heating or insulation.
- 5.4 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 apply to wear and tear.
- 5.5 If we need access to your house to carry out repairs or to inspect it, we will give you at least 24 hours' notice. 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 insurance.
- 5.6 Before carrying out improvements or alterations to your house, you must get our written permission. We may pay you compensation at the end of your tenancy for these. If you don't get our permission, we can charge you for restoring the house.
- 5.7 You, and the others living in the house, must take reasonable care of it. You are responsible for minor maintenance.

#### **6 Ending the tenancy**

- 6.1 The Tenancy Agreement can be terminated in the following ways:
  - by you giving us 28 days' written notice;
  - by written agreement between you and us;
  - by us getting a court order for eviction after having first given you a warning;
  - by you abandoning the house;
  - by your death if there is no-one to inherit the house;
  - by you buying the house;

- by conversion to a Short Scottish Secure Tenancy.

## **7 After the tenant's death**

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

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

The house can be inherited only twice.

## **8 Information and Consultation**

8.1 We have policies dealing with many areas of housing management such as, rent arrears, how we set our rents, eviction, allocations and transfers. Ask us for a copy.

8.2 We will consult with you before making or changing housing management policies which are likely to significantly affect you.

8.3 We will provide you with a variety of information about our policies and the information we hold on you if you ask.

## **9 Complaints**

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

9.2 You may be entitled to withhold your rent if you think we have broken the Tenancy Agreement. You must use our complaints procedure first. You are strongly recommended to take legal advice first.

## **10 General**

10.1 You may have the right to buy the house under certain conditions.

10.2 If you need our permission to do anything, you must ask for it and get it in writing. We won't say no without a good reason.

## **Important**

This is only a summary of the Scottish Secure Tenancy Agreement you signed. It is not legally binding. The Tenancy Agreement is the legal document that lays out all your legal rights and obligations. This Summary does not alter that Agreement in any way. If you want to know more detail about your rights and responsibilities, you should read the Tenancy Agreement which is divided up in the same way as this Summary. Alternatively, you can ask us or get help from an independent source such as a Law Centre, Solicitor, Housing Advice Centre, Citizen's Advice Bureau, Tenants Association, the Commission for Racial Equality, Disability Rights Commission, or the Equal Opportunities Commission. We will give you these addresses and telephone numbers on request.