Summary of Moray Council's

Short Scottish Secure Tenancy Agreement (Antisocial Behaviour Related Grounds)



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By virtue of Schedule 6 (other than paragraph 1, 2 or 2A) of the Housing (Scotland) Act 2001, as amended

1. Introduction

1.1 This document is a summary of the tenancy agreement between us, Moray 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. More information is available on request. Or you can ask us or an independent advisor, such as a solicitor or advice worker, for help.

1.2 Your tenancy starts on ☐
It will finish on ☐
Your rent is ☐ every 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. If you are a joint tenant, each joint tenant is fully responsible for paying the rent and keeping to the Agreement.

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

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 occupy the house and use it as your main home.

2.2 You must tell us who is living in the house, including when anyone moves in or out. If you do not tell us, this may impact on your ability to make changes to your tenancy, including adding a joint tenant, assigning or subletting your tenancy, or succession rights following your death. Residency qualifying periods only begin from the date we are notified that a person is living in the property as their only or principal home.

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

2.4 If you keep a pet, you may need our written permission. You must supervise and control your pet and are responsible for its welfare, behaviour and care. You must make sure that it does not annoy, alarm, harm or cause nuisance to neighbours, visitors or Council employees, including by noise, and that it does not damage or foul your home, neighbouring property or any common parts associated with it. We may refuse permission for unsuitable pets or withdraw permission where justified complaints are received. Certain dogs may be subject to additional legal requirements.

2.5 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.

2.6 You must not run a business from your home unless you have first obtained our written permission.

2.7 You should make reasonable efforts to heat and ventilate your home to help prevent condensation, dampness and mould.

2.8 You must keep communal access routes, stairs, entrances, bin stores and other communal areas clear and free from obstruction. Items such as bicycles, e-bikes, mobility scooters, prams and other belongings should not be stored in communal areas unless a designated storage area is provided or we have given permission.

3. Respect for others

3.1 You, those living with you, and your visitors must not harass or do anything antisocial to other people in the neighbourhood. This includes your neighbours and our employees.

3.2 If you have a complaint about other people's antisocial 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. Subletting, assignation, joint tenancy and exchange of your tenancy

4.1 If you want to sublet or assign (pass over your tenancy to someone else) or exchange your house or take in lodgers or add or change the joint tenant, you must first get our written permission.

4.2 If you want to sublet your tenancy, assign your tenancy to another person or add a joint tenant, specific residency and notification requirements apply. In most cases, the person concerned must have occupied the property as their only or principal home for at least 12 months before the application is made, and we must have been notified that they live there. The qualifying period begins on the date we are notified that the person is living in the property as their only or principal home. You must obtain our written permission before any change takes place.

5. Repair, maintenance, improvement and alterations

5.1 Before the tenancy begins, we will inspect the house and carry out necessary repairs to ensure that it is wind and watertight, habitable and reasonably fit for human habitation. After you move in, we will carry out repairs to the house, to keep the house in that condition within a reasonable period. Please report to us any repairs that need to be done.

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 are responsible for dealing with dampness and mould where the condition, design, heating, insulation or ventilation of the property contributes to the problem. If you report dampness or mould, we will investigate and take appropriate action. You should report dampness or mould as soon as possible.

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 must obtain our written permission before installing CCTV cameras, video doorbells or other recording devices attached to the property. Any recording equipment must be used lawfully and must not cause nuisance, alarm, distress or harassment to other people.

5.8 You and the others living in the house must take reasonable care of it. You are responsible for minor maintenance.

6. Extension of the tenancy

6.1 In certain circumstances we can extend this tenancy by a further six months.

6.2 The tenancy can only be extended once and at the end of the six month extension period the tenancy will automatically convert to a Scottish secure tenancy unless you or we have ended the tenancy.

7. Ending the tenancy

7.1 The tenancy can be terminated in the following ways:

- by you giving us written notice;
- by us giving you notice to quit;
- by written agreement between you and us;
- by us getting court order once the fixed period of the tenancy has ended;
- by us getting a court order on other grounds;
- by you abandoning the house;
- by your death. Your tenancy cannot be inherited but any joint tenant can remain as tenant;
- by abandonment by a joint tenant;
- by termination by a joint tenant; and
- conversion to Scottish secure tenancy.

In certain cases, involving domestic abuse, we may apply to the court to end the tenancy interest of an abusive joint tenant while allowing the tenancy to continue for the remaining tenant.

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 the 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 Agreement. You must use our complaints procedure first. **You are strongly recommended to take legal advice first.**

10. General

10.1 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.

10.2 Where this Agreement requires our permission, you must apply in writing. We will not unreasonably refuse permission and will normally provide a written response within the timescales set out in the tenancy agreement. In some circumstances, you may have the right to appeal our decision or apply to the Sheriff Court.

10.3 You may choose to receive certain notices and other documents from us electronically. If you agree to this, electronic delivery may be used instead of paper delivery, where allowed by law. You do not have to agree to electronic communications, and you may withdraw your agreement at any time. We may continue to use other methods of communication where required by law or where we consider it appropriate to do so.

Important

This is only a summary of the Short Scottish Secure Tenancy Agreement you signed. It is not legally binding. The 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 Agreement which is divided up in the same way as this Summary. Or you can ask us or get help from an independent source such as a Law Centre, solicitor, Housing Advice Centre, Citizens Advice Bureau, Tenants' Association, or the Equality and Human Rights Commission (EHRC). We will give you these addresses and telephone numbers on request.