

Summary of Moray Council's

# Scottish Secure Tenancy Agreement



# Housing (Scotland) Act 2001 and 2014

## Summary of Moray Council's Scottish Secure Tenancy Agreement

### 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 upon request. Or you can ask us or an independent advisor, such as a solicitor or advice worker, for help.
- 1.2 Your rent is £ ..... every week, payable in advance. You must pay your rent on time and make sure your rent account is kept up-to-date. Any services included and the costs, are noted in a separate document. You can choose how you pay your rent from the following methods: Direct Debit; Standing Order; Post Office/PayPoint; by credit or debit card online or by calling the Council's Contact Centre. If you are a joint tenant, you are both responsible equally for paying 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.

- 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 must supervise and control it and make sure that it does not annoy/harm your neighbours or damage/foul the house or any common parts associated with it or cause nuisance by noise.
- 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.

### 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 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.

## **5. Repairs, maintenance, improvements 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 water tight, 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 will take responsibility for doing work to deal with condensation and 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 can be terminated in the following ways:
- by you giving us 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 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 cohabitee; OR
  - another member of your family who was living with you; OR
  - a live-in carer.
- 7.2 The house can be inherited twice. From 1 November 2019 there will be new notification and residency requirements that have to be met for someone to inherit your tenancy.
- 7.3 From 1 November 2019 there will be new notification and residency requirements that have to be met for someone to inherit your tenancy.

## **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.

### Important

This is only a summary of the 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, the Commission for Racial Equality, Disability Rights Commission or the Equal Opportunities Commission. We will give you these addresses and telephone numbers on request.

For alternative formats, languages or more information, please ask an English speaking friend or relative to:

Phone: 01343 563321

Email: [equalopportunities@moray.gov.uk](mailto:equalopportunities@moray.gov.uk)

Write: Equal Opportunities Officer  
Council Offices  
High Street  
Elgin  
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