



Scottish Secure Tenancy Agreement

SCOTTISH SECURE TENANCY AGREEMENT

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1 INTRODUCTION

- 1.1 This document is a Scottish Secure Tenancy Agreement between us, Waverley Housing, 51 North Bridge Street, Hawick, TD9 9PX, as landlord of the house and you:

.....
(tenant) and

.....
(joint tenant)

.....
(joint tenant)

in respect of the house at:

- 1.2 We agree to rent the 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 any garden attached to it, and the means of access to it. It also includes any other facilities that we 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 us, we will give you a more detailed description of the house detailing your rights relating to the common parts, and access to your house. *Your property is a* *comprising of*

- 1.3 The tenancy will start on:

..... (the entry date).
This is regardless of the date on which this Agreement is signed. Your statutory rights and responsibilities under the Housing (Scotland) Act 2001 and your contractual rights and responsibilities under his agreement come into effect on:

..... (sign-up date) This Agreement will continue from the (sign-up date) until (date) and thereafter on a four weekly basis. There are different ways of ending the tenancy and these are described in Part 6 of this Agreement.

- 1.4. The initial rent is £..... per annum payable weekly in advance by you on or before the first day of each rental period. The total weekly sum payable by you at this time is £..... There are 52 collecting weeks each year. If you are entitled to Housing Benefit/Universal Credit please also refer to your tenants' handbook for further details.

- 1.5. We may provide services in connection with your tenancy. If we do, they 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 via the local Council.

- 1.6. We will consult you about any proposed increase in rent or service charge and have regard to your opinions before we make our decision. We are entitled to change the amount of rent and any service charge, as long as we tell you in writing at least four weeks before the beginning of the rental period when the change is to start. We will not normally change the rent or service charge more than once every twelve months. You have a right to a statement of our rent and service charge policy. See paragraph 8.3 for more details.

- 1.7. You are quite separately responsible for payment of the council tax and/or any other burden imposed by the Local Authority or water authority. In the event of you failing to meet these obligations and we are held liable, the sum charged will be recovered from you by us.

- 1.8. If you break any part of this Agreement, we may:

Take legal action against you (including eviction proceedings) AND charge you for any resulting losses we have suffered including any legal expenses as assessed by the court.

1.9. You can telephone us or write to us if you would like to know more about anything contained in this Agreement. We will do our best to help you. You can also get independent advice and information from a number of organisations; more details are given in the tenant's handbook.

1.10. If you want another copy of this Agreement, we 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 us and we will provide you with one as soon as we can. However, in the event of any dispute, it is this version of the Agreement that is binding on you and us.

1.11. INTERPRETATION

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

- We/us/our - the Landlord.
- You/your - the tenant and any joint tenant.
- Tenant - includes any joint tenant.
- Neighbour - any person living in the locality.
- Neighbourhood - the locality of your house.
- 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).
- Repair – see paragraph 5.1.
- House – the accommodation, including the fixtures and fittings contained within it, the use of common parts and the means of access to it, along with any facilities that we may specify in writing to you.
- 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.
- Family - this term includes your spouse, 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 or co-habitee.

- Anti-social - see paragraph 3.2.
- Overcrowding - more people are sleeping in the house than is allowed by section 135 of the Housing (Scotland) Act 1987 and/or our Allocation Policy.
- Scottish Secure Tenancy - a tenancy as defined by section 11 of the Housing (Scotland) Act 2001.
- Short Scottish Secure Tenancy – a tenancy as defined by section 34 of the Housing (Scotland) Act 2001.

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 or visiting your home does anything that would be a breach of this Agreement. If they do, we will treat you as being responsible for any such action.

1.14. CHANGING THIS TENANCY AGREEMENT

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

- we and you agree in writing to change it; OR
- we increase the rent or service charge in the way described in paragraph 1.7 above; OR
- we or you apply to the sheriff under Section 26 of the Housing (Scotland) Act 2001 for an order to change the tenancy 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 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 4.2 below.

1 INTRODUCTION

- 1.1 This document is a Scottish Secure Tenancy Agreement between us, Waverley Housing, 51 North Bridge Street, Hawick, TD9 9PX, as landlord of the house and you:

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(tenant) and

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- Repair – see paragraph 5.1.
- House – the accommodation, including the fixtures and fittings contained within it, the use of common parts and the means of access to it, along with any facilities that we may specify in writing to you.
- 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.
- Family - this term includes your spouse, 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 or co-habitee.

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- we and you agree in writing to change it; OR
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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 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 4.2 below.

2 USE OF THE HOUSE AND THE COMMON PARTS

- 2.1 You must take entry to the house, occupy and furnish it, and use it solely as your only or principal home. Failure to occupy the house as your only or principal home will constitute a breach by you of an obligation under the terms of this Agreement which will allow us to (a) raise Proceedings for Recovery of Possession in the Sheriff Court to terminate this tenancy in accordance with section 6.3 of this Agreement, or (b) follow the procedure to recover abandoned property under section 6.4 of this Agreement. If you fail to occupy the house your entitlement to Housing Benefit may also be affected, see your tenants' handbook for more details. You are entitled to have members of your family occupying the house with you, as long as this does not lead to overcrowding but you must tell us who is living in the house. You should tell us as soon as there is a change in those who are living in your house.
- 2.2 You, those living with you, and your visitors must take reasonable care to prevent damage to:
- the house;
 - decoration;
 - the fixtures and fittings;
 - the common parts;
 - your neighbours' property.
 - the neighbourhood/locality
- For example:
- before you leave the house unoccupied, you must check thoroughly that there is no risk of damage from fire, water or gas supplies in your house;
 - you must tell us if you intend to go away, for more than four weeks and your house will be unoccupied during that time, including holidays and hospitalisation. If you are absent from your house for any length of time your entitlement to Housing Benefit may be affected;
 - 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 us before you leave.
- 2.3. You and anyone living with you must not run any kind of business from the house without prior written permission from us. See paragraph 10.3 of this Agreement for more information about doing this. If we give permission we may also increase your rent.
- 2.4. You must not allow your house to become overcrowded.
- 2.4.1 If the overcrowding is as a result of an increase in the size of your family, through child birth, in this circumstance only, we will not treat you as being in breach of this condition 2.4 providing you have applied to us for re-housing because you are overcrowded. We will give you reasonable preference to help you secure suitable accommodation with us, provided we have property of a suitable size for your family unit.
- 2.5. You may, subject to certain conditions, keep a domestic pet. Before doing so you must obtain our permission which where given shall be in writing. For further details see our policy on Keeping Pets or your tenants' handbook. Where permission is given it will be subject to the following general conditions:
- keeping your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law,
 - you are responsible for the behaviour of any pets owned by you or anyone living with you,
 - you must take all reasonable steps to supervise and keep such pets under control,
 - you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet,
 - you must take reasonable care to see that such pets do not cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts. Should you breach any of the foregoing conditions, and we give you reasonable notice to repair the damage (which may be notice to rectify the position immediately if it is likely to cause (or could cause) a danger to other tenants or members of the public), we may do it ourselves and charge you for the work and any associated costs. This is in addition to any other legal remedies we may have.

- Pet owners are responsible for cleaning up pet faeces and you should take reasonable care to see that such pets do not foul the house, garden, your neighbour's property, anything belonging to us or anything we are responsible for such as common parts. Should you breach any of the foregoing conditions, and we give you reasonable notice to remove the fouling (which may be notice to remove it immediately if it is likely to cause (or could cause) a health risk to other tenants or members of the public), we may do it ourselves and charge you for the work and any associated costs. This is in addition to any other legal remedies we may have.
 - The Landlord is entitled to require removal of the pet if causing nuisance or damage.
 - Where tenants keep pets or animals that are not causing a nuisance but, in the belief of Waverley Housing, are being maltreated, the tenant will be reported to the SSPCA.
- 2.6 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.
- 2.7 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, and you must not block any vents fitted by us to the property.
- 2.8 Unless we provide the appropriate and relevant services 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, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies open to us.
- 2.9 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, we are entitled to decide the arrangements and rotas for the use of, and the sharing of, the common parts. Before making our decision, we will consult with you. Our decision will be binding on you.
- 2.10 If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming overgrown, untidy or causing a nuisance unless we have agreed to take care of it. You must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless you planted them. If you fail to comply with terms of this paragraph, we are entitled to decide exactly what work requires to be done so as to comply with this duty or to rectify any damage caused. Before making our decision, we will consult with you. Our decision will be binding on you. If you fail to carry out any works as instructed, having been given reasonable notice to do so, we may do it ourselves and charge you for the works and any associated costs. This is in addition to any other legal remedies we may have.
- 2.11 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 we have agreed to take care of it. You must not remove, destroy or chop down any bushes, hedges or trees without our written permission unless you planted them. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have.
- 2.12 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 that causes inconvenience or danger to anyone using the common parts. If you do not comply with any such arrangements, and we give you reasonable notice to remove the item or items (which may be notice to remove the item or items immediately if they are (or could be) causing a danger to other tenants or members of the public), we may do it ourselves and charge you for the work and any associated costs. This is in addition to any other legal remedies we may have.

- 2.13 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 morning of 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). If you do not comply with any such local arrangements, and we give you reasonable notice to remove the item or items (which may be notice to remove the item or items immediately if they are (or could be) causing a danger to other tenants or members of the public), we may do it ourselves and charge you for the work and any associated costs. This is in addition to any other legal remedies we may have.
- 2.14 Because of the dangers associated with the use of and storage of certain fuels if you wish to use any heater/s fuelled by paraffin or LPG (liquid petroleum gas) you must first seek the permission of the landlord before doing so. Guidance on the use of such heaters is contained in your tenants' handbook.
- 2.15 Where permission has been granted in respect of 2.14 above you must not store any fuel, other than that contained within the heater, in your house. You must take all reasonable precautions to prevent risks (such as fire and explosion) arising from the use or storage of any inflammable or dangerous substance in your house and outside your house.
- 2.16 No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on our land unless:
- in the case of roadworthy, taxed motor vehicles only, that land is set aside for parking; OR
 - we have 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.
- Should you breach any of the above conditions, and we give you reasonable notice to remove the item or items (which may be notice to remove the item or items immediately if they are (or could be) causing a danger to other tenants or members of the public), we may do it ourselves and charge you for the work and any associated costs. This is in addition to any other legal remedies we may have.
- 2.17 Vehicles cannot be parked within the boundaries of the property unless on an approved driveway or parking area and where so parked must be limited to two in number. If we ask, you must provide us with proof of ownership of any such vehicle parked within the boundaries of the property.
- 2.18 Nothing belonging to you, or anyone living with you, or your visitors, may be left or stored on our land unless:
- the land is set aside for that purpose; OR
 - we have given you written permission;
- AND, in every case,
- it does not cause a nuisance or annoyance to your neighbours.
- Should you breach any of the above conditions, and we give you reasonable notice to remove the item or items (which may be notice to remove the item or items immediately if they are (or could be) causing a danger to other tenants or members of the public), we may do it ourselves and charge you for the work and any associated costs. This is in addition to any other legal remedies we may have.
- 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 us in writing. If we refuse, you have a right to make an application to the sheriff. See paragraph 10.3 for more details.

3 RESPECT FOR OTHERS

- 3.1 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 or locality. Such people include residents, visitors, our employees, agents and contractors and those in your house.

3.2 'Anti-social' 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, 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 our property or any part of the common parts or neighbourhood or locality;
- 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, or locality, 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 that may cause injury to another person.
- Use controlled or unlawful drugs or sell drugs which have not been prescribed for you by a medical practitioner or sell drugs to any other person or sell alcohol.

3.4 In addition, you, those living with you and your visitors must not do the following in an anti-social 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 excessively or use drugs which have not been prescribed for you by a medical practitioner or sell drugs to any other person.

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 without our written permission. The landlord is not bound to grant such permission but where granted it will be subject to a firearm permit having been granted.

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.

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 us. A copy of our written policy about dealing with these kinds of complaints is available from us.

3.8 We will act fairly to you in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex and Sexual Orientation. If you believe we have acted unfairly to you in any way, you may wish to use our complaint procedure, a copy of which is available on request. You may also wish to take independent advice.

4 SUB-LETTING, ASSIGNATION AND EXCHANGE OF YOUR TENANCY

4.1 If you want to:

- take in a lodger; OR
- sub-let part or all of your house; OR
- assign the tenancy (pass on the tenancy to someone else); OR
- carry out a mutual exchange; OR

- change your tenancy to a joint tenancy; OR
- otherwise give up possession

you must first get our written permission. To do this, you must tell us in writing:

- the details of the proposed change including who you want to sub-let or assign or give up possession to, take as a lodger or exchange with (and the house involved); AND
- the amount of rent and any other payments (including a deposit) you propose charging (if any) in the case of sub-letting or taking a lodger; AND
- when you want the sub-letting, lodging, assignation, giving up of possession or exchange to take place.
- When you sub-let you must provide for our approval a copy of the written tenancy/occupancy agreement.

4.2. If you want another person to be a joint tenant, both of you must apply to us in writing. The other person must use the house, as his or her only or principal home. We will not unreasonably refuse permission.

4.3. 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.

4.4. We will not unreasonably refuse permission for an assignation, sub-letting, giving up of possession or taking a lodger. Reasonable grounds for refusing permission include the following:

- we have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- we have obtained an order for your eviction;
- the rent or deposit that you propose to charge (in the case of sub-letting or taking a lodger) is unreasonable;
- the proposed change would lead to the criminal offence of overcrowding;
- we intend 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.

These examples do not in any way alter our general right to refuse permission on reasonable grounds. If we give permission, you cannot increase the rent or other payments made to you by the other person unless we give our permission. See paragraph 10.3 for more details on getting permission.

4.5. We 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 a short Scottish secure tenancy. The landlord does not need to be Waverley. The other landlord must also agree to the exchange. Reasonable grounds for refusing permission include the following:

- we have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- we have obtained an order for your eviction;
- your house was let to you because of your employment with us;
- 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 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 change would lead to the criminal offence of overcrowding.

These examples do not in any way alter our general right to refuse permission on reasonable grounds. See paragraph 10.3 for more details on getting permission.

4.6. If you are married, or if you live in the house with someone as husband and wife, we may need their consent. If you are a joint tenant, we 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 us to use our powers under paragraph 6.8 of this Agreement.

5 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

REPAIRS AND MAINTENANCE: OUR 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, we 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, we will do so before the tenancy begins. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We 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. For further information regarding our repairs and maintenance policy, please refer to your tenant's handbook.
- 5.4 We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. For further information regarding our repairs and maintenance policy, please refer to your tenant's handbook.
- 5.5 If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.
- 5.6 Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, condensation and rising dampness as well as the obligations contained in this paragraph. We will provide and maintain the house in accordance with our stated policies on repairs and maintenance. For more information, refer to your tenant's handbook.
- 5.7 Our duty to repair includes 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 We will:
- (i). keep in repair the structure and exterior of the house including;
- drains, gutters & external pipes (excluding clearing of blockages caused by the tenants negligence).
 - the roof.
 - the external walls, external doors, window-sills, window catches, sash cords and window frames (including external painting and decorating).
 - Internal walls, floors, ceilings, doors & door frames (but not including painting and decoration), internal communal staircases and landings (including painting and decorating).
 - chimney, chimney stacks & flues (including sweeping).
 - pathways steps and other means of access.
 - plasterwork.
 - Integral garages and stores.
 - Boundary walls & fences.
 - Making good acts of vandalism and criminal activity (providing that the police have been notified within 24 hours of the discovery).

(ii). keep in repair and in proper working order, any installations in the house provided by us 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.
- Installations include those that we own or lease which directly or indirectly serve the house. We will not, however, be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we 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 we have specifically agreed to be responsible.

(iii). We will inspect annually any gas installations in the house provided by us. We 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, we will do so within a reasonable period. A copy of the current inspection record will be left in the property.

5.9 We 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.

5.10 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:

- fair wear and tear
- vandalism & criminal behaviour (provided that you have reported the damage to the police and us as within 24 hours of the damage being discovered)

5.11. We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time. If necessary, we will try to help you to get temporary accommodation if the house is uninhabitable providing that suitable alternative accommodation is available.

5.12 We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. We have the right of access to your house (including access beneath floors) in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity, and to maintain or install central heating systems, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.

5.13 If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take all 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, through an act of negligence, we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we 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 Our 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 us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to our property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours.
- 5.17 You are responsible for taking reasonable care of the house. This responsibility includes carrying out some minor repairs as detailed in the tenants' handbook. However you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.18 You are responsible for internal decoration to walls, ceilings and woodwork. It also includes keeping the house in a reasonable state of cleanliness. You are not however permitted to paint or otherwise decorate any of the fixtures or fittings of the house.
- 5.19 If we have delayed or failed to carry out certain types of repair, the Scottish Executive has made regulations that give you the right to have certain repairs qualifying under those regulations to be carried out. You may also be entitled to compensation in accordance with those regulations. For more details see your tenants' handbook.
- 5.20 If we have failed to carry out any other repairs, not referred to as qualifying repairs under the right to repair regulations, you may be entitled to compensation in accordance with our policy on repairs and compensation. For more details see your tenants' handbook.
- 5.21 You are strongly recommended to ensure your personal possessions and home contents are insured against loss or damage caused by fire, flood, theft, etc. We operate on behalf of our tenants a home contents insurance scheme. Ask us for details or refer to your tenants' handbook. Waverley Housing will maintain comprehensive buildings insurance.

ALTERATIONS AND IMPROVEMENTS

- 5.22 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
 - decorate the outside of the house
- you must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 10.3 for more details about the procedure for obtaining permission.
- 5.23 If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these Regulations, to make a discretionary payment in accordance with our policy on reimbursement, for more details see your tenants' handbook.
- 5.24 If you carry out any alterations or improvements without our permission we are entitled to request that you restore the house to its previous condition during, or at the end of, your tenancy. If you fail to comply with the terms of this paragraph having been given reasonable notice to do so we may carry out the work and charge you for this work and any associated costs.

6 ENDING THE TENANCY

The Tenancy Agreement can be ended in any one of the following ways.

6.1 By Notice

You, together with any joint tenant, give us at least twenty-eight days written notice. You must tell us at the same time if you are married 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 us. You must tell us at the same time if you are married 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 us. You have a right to defend any legal action taken by us against you. We may ask for such an order under Section 14 of the Housing (Scotland) Act 2001 on any of the grounds contained within Schedule 2 of the Act. Before we do so, we will first send you a written warning. We 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 sub-tenants, lodgers and assignees, if we know about them. 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 us rent or you have broken some other condition of this Agreement.
- you, someone residing in your house, or anyone visiting it, have 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 we have supplied, has deteriorated because of the fault of you, your sub-tenant, or somebody in your household.
- you, and your spouse or co-habitee, 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.
- we 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 anti-social manner towards (or has harassed) someone else in the locality or has pursued a course of conduct amounting to harassment of such a person and it is not reasonable for us 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.

- you, someone residing in your house have 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 our opinion, to transfer you to another house.
- the numbers of people in the house amount to the criminal offence of overcrowding.
- we intend to demolish or carry out substantial work to your house (or the building in which it is located) within a 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 we require 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 we require the house for someone who has.
- we have 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 we also offer you a suitable alternative house as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001.

- we want to transfer the house to your husband or wife (or ex-husband or ex-wife) or co-habitee (providing that the co-habitee has resided in the house as their only or principle home for a period of not less than 6 months) where one of you no longer wishes to live with the other. In this case, we will offer you a suitable alternative house as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001. The sheriff must also be satisfied that it is reasonable to grant the order.

OR

6.4 By Abandonment by you.

We have reasonable grounds for believing that you have abandoned the house. In this case, we may forcibly enter the house to make it secure. We will also give you at least 4 weeks' notice, in accordance with section 10.4 of this agreement, that we believe that you have abandoned the house. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, we may repossess it by service of another notice in accordance with section 10.4 of this agreement, advising you that we have repossessed the house. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody of any property that is found in the house as long as we consider its value to be greater than the cost of storing it plus any rent or other arrears you owe us in relation to your tenancy. We will deliver any such property to you as long as you have paid us the cost of storing it and made arrangements for and paid for the delivery of it to you. We have the right to make such a charge and to dispose of any such property if you have not made any arrangements for and paid 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 you buy your house from us, 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 anti-social behaviour order has been made against you, or anyone living with you, we 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 we do this.

6.8 Abandonment by a joint tenant

If we have reasonable grounds for believing that a joint tenant has abandoned the house, we may give that tenant 4 weeks' notice. If we are satisfied on reasonable grounds, at the end of the four-week period, that the joint tenant has abandoned the house, we may 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 we do 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 4 weeks' written notice to us 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 sub-tenants leave with you;
- allow us 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 our written permission and put right any damage caused, or negotiate with us to leave them. However, if you do not remove any such fixtures and fittings and put right any damage (or leave any fixtures and fittings without our agreement), we may remove the fixtures and fittings and make good any dilapidations ourselves and charge you for the work and any associated costs (this is in addition to any other legal remedies we may have). This does not affect your obligations under paragraph 5.22 above
- check with us to make sure that you have paid all payments due to us
- apply for any compensation you may be entitled to under paragraph 5.23 above
- leave the house in good decorative order. However, if you do not leave the house in good decorative order, we may decorate and make good any dilapidations ourselves and charge you for the work and any associated costs, or we may make a grant for decoration purposes to the incoming tenant and recover the cost and any associated costs from you (this is in addition to any other legal remedies we may have)
- do the repairs you are obliged to do. However, if you do not carry out any such repairs, we may carry out the repairs making good any dilapidations and charge you for the work and any associated costs (this is in addition to any other legal remedies we may have)
- give us a forwarding address unless there is good reason for not doing so.

7 SUCCESSION TO TENANCY

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

Level One

- Your spouse or co-habitee if the house was their only or principle home at the time of 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.

Or

- a person living with you in a relationship, which has the characteristics of the relationship between husband and wife, except that the persons are of the same sex, if he or she had occupied the house as his/her only or principal home for at least 6 months immediately preceding your death.

Or

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

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 has attained the age of 16 years at the date of death and the house was his or her only or principal home at the time of your death.

Or

- Where he or she gave up another only or principal home to stay with you before your death.

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 and the house was his or her only or principal home at the time of your death.

Or

- Where he or she gave up another only or principal home to stay with you before your death.

- 7.2 If more than one person qualifies for the tenancy at each of the levels one, two or three they must decide among themselves who should get the tenancy. If they cannot agree, we will decide.
- 7.3 If no person qualifies for succession to the tenancy as outlined in level One, two and three above the tenancy will be ended.
- 7.4 If someone qualifies for the tenancy but does not want it, they should tell us 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.
- 7.5 There will be no limits to the number of times on which the right to succession may operate.
- 7.6 Where the house has been 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, we will make other suitable accommodation available.

8 INFORMATION AND CONSULTATION

- 8.1 You are entitled, under the Data Protection Act 1998 to inspect personal information held on you in our housing files. We will provide photocopies of this information on request. We may make a charge for this, further details will be provided on request. We will provide you with a copy of any such information we hold within forty days of your request in writing. You may have other rights under that Act in relation to your personal data, which we will honour. You are entitled to check information you have provided in connection with your housing application free of charge.
- 8.2 We have given you information, before the beginning of the tenancy, about your right to buy your house, if you have this right and the likely consequences for you if you decide to buy your house. We will give you information about our complaint procedure.
- 8.3 On request, we will provide you with free information relating to:
- the terms of your tenancy
 - our policy and procedures on setting rent and service charges
 - our policy and rules about:
 - admission to the housing lists
 - allocations
 - transfers of tenants between houses
 - exchanges of houses between our tenants, and tenants of other landlords
 - repairs and maintenance
 - whether you have the right to buy your house and if so on what terms (including the likely consequences for you if you decide to buy your house)
 - our Community Engagement Strategy
 - our arrangements for taking decisions about housing management and services
- 8.4 We 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 will be affected)
 - proposals for the sale or transfer of your house to another landlord
 - decisions about the information to be provided relating to our standards of housing management and performance

- performance standards or targets in relation to housing management repairs and maintenance
- our community engagement strategy

We 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.

9 COMPLAINTS

- 9.1 If you think that we have broken this Agreement or have failed to do anything we promised, you can complain to us under our complaints procedure which we will have made available to you.
- 9.2 If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the Scottish Public Services 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 we have failed to carry out any of our material obligations under this Agreement, you have a right (in addition to any other legal rights you may have) to withhold your rent until we do comply with our obligations. However, you may only do so if:
- you have told us in writing why you think we have broken this Agreement; AND
 - we have not fulfilled our obligations within a reasonable period; AND
 - you have made a formal written complaint under our complaints procedure (see paragraph 9.1); AND
 - you have finished the complaints procedure and you are still dissatisfied, OR 3 months have 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.

10 GENERAL PROVISIONS

10.1 RIGHT TO BUY

By signing this Agreement you confirm that when you became a Scottish Secure Tenant we wrote to tell you whether you have the right to buy and if so on what terms. The right to buy is governed by Part III of the Housing (Scotland) Act 1987, as amended by the Housing (Scotland) Act 2001 and any subsequent amendments. The price and other terms will be decided according to the terms of those Acts.

10.2 MANAGEMENT SERVICES

You have the right, in terms of Section 55 of the Housing (Scotland) Act 2001 together with other local tenants in a tenant management co-operative, to seek to perform the management of one or more aspects of the housing service that we provide. We will provide more details to you about this right on request.

10.3 PERMISSIONS

- Where this Tenancy Agreement requires you to obtain our permission for anything you must make your request in writing. We will not refuse the request unreasonably.
- If we refuse permission, we will tell you what the reason is. We will give you our decision in writing as soon as possible.
- We may give you permission on certain conditions. We may withdraw our permission if the activity that we have given you permission for is anti-social to anyone in the neighbourhood.
- If you object to our decision, you can appeal using our complaint procedure.

- If the request for permission is about taking a lodger, sub-letting, assignation, exchanging the house (see Part 4 of this agreement), we will reply to your written request within one month of receipt of the written application. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will notify you of the reasons for our refusal in writing within one month of receipt of your application. If you are unhappy about our 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 5.22 of this agreement), we will reply to your written request within one month of receipt of the written application. In that reply we will tell you if we agree to the proposed alterations, etc. and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know in writing our reasons for refusal within one month of receipt of your written application. If you are unhappy about our refusal or the conditions that we have attached, you have the right to make application to the sheriff. You can appeal against a refusal or the conditions we have attached.
- If the request for permission is about changing the terms of the tenancy relating to your use or enjoyment of the house (see paragraphs 2.3 and 2.19) and we refuse permission, you have a right of application to the sheriff.

10.4 NOTICES

If you want to send any form of document to us, it will be sufficient if you send or deliver it to us at any of our local offices. If you deliver a notice to us, you may ask for a receipt. However, if you send a document to us, you may need to demonstrate (for the purposes of certain paragraphs described above) that we have received the notice, for example by sending the notice by recorded delivery. If we want to give you any document, we will deliver it to you, leave it at your last known address or send it by recorded delivery to your last known address. We will be entitled to assume that this is your current address and that all documents to you should be sent there unless you tell us in writing that you want anything to be sent to another address.

11 COMPLETION OF THIS AGREEMENT

- 11.1. By signing below, you are completing a legally binding contract committing you to all of the terms and conditions of this Agreement.
- 11.2. In signing this agreement and taking entry of the house under it, you
- Accept the house as being in good and tenantable condition
 - Confirm you have made a full and true disclosure of all the information sought by us in connection with the granting of this tenancy
 - Confirm that you have not knowingly made any false or misleading statement (whether written or oral) which would affect our decision to grant the tenancy
- 11.3. This Agreement does not terminate any existing tenancy you may have with us. The terms and conditions of this Agreement replace the terms and conditions under any other tenancy agreement that you had with us, immediately before this agreement came into effect, in relation to the house. Any continuing obligations from your existing tenancy with us will remain notwithstanding the terms of this agreement but only insofar as they do not contradict the terms of the Agreement. *(This clause relates to tenants who, prior to signing their Scottish Secure Tenancy Agreement, were already tenants of the property).*

SIGNED FOR LANDLORD

NAME

WITNESS NAME

WITNESS SIGNATURE

WITNESS ADDRESS

DATE

SIGNED BY TENANT/JOINT TENANT.....

WITNESS NAME

WITNESS SIGNATURE

WITNESS ADDRESS.....

DATE

SIGNED BY TENANT/JOINT TENANT.....

WITNESS NAME

WITNESS SIGNATURE

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11.2 In signing this agreement and taking entry of the house under it, you

- Accept the house as being in good and tenantable condition
- Confirm you have made a full and true disclosure of all the information sought by us in connection with the granting of this tenancy
- Confirm that you have not knowingly made any false or misleading statement (whether written or oral) which would affect our decision to grant the tenancy

11.3 This Agreement does not terminate any existing tenancy you may have with us. The terms and conditions of this Agreement replace the terms and conditions under any other tenancy agreement that you had with us, immediately before this agreement came into effect, in relation to the house. Any continuing obligations from your existing tenancy with us will remain notwithstanding the terms of this agreement but only insofar as they do not contradict the terms of the Agreement. *(This clause relates to tenants who, prior to signing their Scottish Secure Tenancy Agreement, were already tenants of the property).*

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