

# Guide to Your Tenancy



**This document explains your tenancy agreement with us and some of the basic guidelines you must follow as a tenant in one of our homes.**

## Introduction

When you became a tenant of Calvay Housing Association you signed a Scottish Secure Tenancy Agreement. This agreement is a legally binding contract that will have been explained fully to you when you signed it.

Your tenancy agreement outlines your rights as well as your responsibilities of being a tenant. It also provides you with security of tenure which means that the tenancy will last as long as you wish, provided you do not breach your agreement.

When a property is abandoned, we must get a court order to end your tenancy without your consent. We will only do this where there has been a serious breach of the conditions of your tenancy.

Most of the information in this document is a summary of your tenancy agreement. It is not intended to change or add to the agreement. The summary tells you the most important things you need to know about your tenancy.

## Moving Into Your Home

Your rental obligation starts from your date of entry and you must move into the property at the start of your tenancy. Normally you will not be able to get Housing Benefit or Universal Credit until you move in but your rent will still be due from the date your tenancy begins.

**Decorating** is your responsibility, we do not offer this service as part of your tenancy but we will always ensure that the property is let in accordance with our minimum lettable standard.

**Home Insurance** is your responsibility, we do not offer this service as part of your tenancy but as part of your sign up pack there is a Home Contents leaflet for you to read. We strongly advise that you consider Home Contents Insurance to cover your furniture, belongings or decorations against theft, fire, vandalism and burst pipes and other household risks.

## Security of Tenure For

Your Scottish Secure Tenancy agreement can only be ended in one of the following ways:

- By you giving us 28 days' notice (in writing) that you intend to end your tenancy– see our 'Terminating your tenancy & moving home' document for more information.
- By written agreement between you and us.
- By the Association taking court action for recovery of possession- see our 'rent arrears, legal action & eviction' document for more information.
- By the Association taking back the property if you abandon it. Please see the section 'Abandonment' for more information.
- By your death where there is no one who qualifies who wishes to succeed to the tenancy. Please see the section 'Succession' for more information.
- By us changing the tenancy to a Short Scottish Secure Tenancy if an Anti-Social Behaviour Order (ASBO) is made against you or a member of your household; or where a tenant or someone living with the tenant has acted in an antisocial manner, or pursued a course of conduct amounting to harassment of another person. This conduct must have been in or around the property occupied by the tenant and it must also have happened in the 3 years before the notice is served.

Please note that a joint tenant can end their interest in a joint tenancy by giving 28 days' notice in writing to the Association and to the other joint tenant. This will end their interest in the tenancy but will not end the tenancy.

We cannot evict you unless a Sheriff is satisfied that it is reasonable for us to do so.

You could also lose your home if we find out after you move in that you gave false information on your housing application.

If we take legal action against you other household residents have the right to be heard in any legal action.

## Respect For The property and Common Areas

Your tenancy agreement requires you to keep the property in good condition and prevent damage to fixtures and fittings. Common areas such as closes and backcourts should be kept clean, tidy and free from bulk items and rubbish lying around. Vehicles should only be parked in designated areas. If you cause damage to the property or common areas you will be responsible for the cost of the repairs.

## Permission To Reside

You must keep us up to date with who is living in your home. Failure to do so can affect their tenancy rights – see our document "Tenancy Rights" for more information.

## **Abandonment**

If it is suspected that you have abandoned your property, you will be served with a written notice advising you of this and asking you to respond within 28 days.

During this time we will investigate whether you are still staying in your home. If after 28 days it appears the property is unoccupied and we have not heard from you we will serve a second Notice which will repossess your tenancy.

If you expect to be away from home for longer than one month i.e. on holiday, at hospital, in prison, it is important that you notify us.

You will also need to make arrangements to continue to pay your rent as benefits may be stopped if you are absent for any period.

## **Joint Tenancies**

Two or more people who live (or intend to live) in the property can apply for a joint tenancy. We will only grant this where all the proposed joint tenants have both lived in the property for at least 12 months and will continue to live in the house as their only and main principal home.

We will not consider an application for a joint tenancy unless you have lived in the property for 12 months (this is a legal requirement).

## **Overcrowding**

You must not allow your home to become overcrowded. There is a maximum number of people who can live in the property. If you wish to have more family members or anyone else living in your home you must let us know in writing and under certain circumstances requires our written permission. Please contact us if you want more advice on this matter.

## **Assignment**

There are certain circumstances (e.g. marital breakdown) when you might decide to leave your home and wish to pass your tenancy to another person who lives in the household. You must have lived in the property for at least 12 months before we will consider an application to assign a tenancy.

You have the right to assign your tenancy to anyone who is aged 16 years or over if the person has lived in the property as their only / principal home for a minimum of 12 months and they have been registered as a household member with the Association.

You must get our consent for this and we can only refuse consent if there are reasonable grounds for doing so.

## **Succession (Inheriting A Tenancy)**

Succession to a Scottish Secure Tenancy means a person, who is a 'qualifying person' inheriting that tenancy on the death of the tenant. A Scottish Secure Tenancy can only be succeeded to twice. Each time there are 3 levels of priority to decide who the 'qualifying persons' are, which are explained below. If the tenancy has been inherited twice, the third death will normally end the tenancy.

1. First level – Priority goes to the surviving spouse, co-habitee of either sex (providing they have lived there for at least 12 months before the tenant's death and have registered with the Association) or joint tenant;
2. Second level – If no one qualifies at the first level, or a qualifying person does not want the tenancy, then priority goes to other members of the tenant's family (provided the property was their only / principle home for at least 12 months at the time of the tenant's death and the family member had been registered as a household member with the Association).
3. Third level – If no-one qualifies at the first or second level, or a qualifying person does not want the tenancy, then priority goes to carers aged 16 and over, where the property was their only / principal home for at least 12 months at the time of the tenant's death and they gave up secure accommodation to care for the tenant or a household member.

## **When Would A Succession Application Be Rejected?**

In the following cases:

- ✗ The person cannot prove they have occupied the property as their principal home prior to the tenant's death
- ✗ The person didn't fall into one of the three priority categories
- ✗ Where a property had been substantially adapted for use by someone with special needs and the potential successor and their household did not have a requirement for these adaptations
- ✗ Where a successor was under the age of sixteen

## **What If There Is More Than One Potential Successor?**

We will ask those involved to decide amongst themselves who should be the tenant. If they cannot agree, the Association can make the decision.

## **Sub-Letting**

If you are going away from your home for a period of time, for example six months working away and you do not wish to give up your tenancy, you have a right to sub-let it. You must get

our written consent to do so and you must have been the tenant for at least 12 months before you are able to apply to sublet your tenancy.

If we approve your sublet you will still be responsible for the tenancy. This includes payment of the rent due and the behaviour of the sub-tenant. Normally we would allow a sublet for a 6 month period, however depending on the circumstances we may agree to consider/extend this to 12 months.

## **Lodgers**

If you have enough room in your property you may want to take in a lodger. A lodger is a person who is not a relative but lives with you and pays you something towards their keep. You have a right to take in a lodger but you must first obtain our written permission to do so. We can only refuse if there are reasonable grounds to do so. You should note that if you are in receipt of housing benefit or universal credit your claim may be affected and you may need to pay more rent to us. It would be advisable to seek advice on this before you apply.

## **Mutual Exchanges**

You have a right to apply to exchange your tenancy with another tenant of the Association or another registered social landlord/local authority. You and the person you wish to exchange with must receive written approval from both the Association and the other landlord.

There may be certain circumstances where we will not give permission for an exchange to go ahead. Some of these examples are:

- ✗ If you have been served with a Notice of Proceedings which is still valid. For example, due to you not paying your rent.
- ✗ If the property has been designed or adapted for someone with special needs.
- ✗ Where the property is too big or too small for either party. If we refuse an exchange you will be notified in writing and you have the right to appeal our decision.

If the exchange is approved the incoming tenant must accept the property as is.

## **Running a Business from home:**

Your tenancy agreement states that your home is for residential purposes only. However, there may be occasions when we will consider allowing you to run a business from home. If you want to do this you must apply to us for written permission first. Each case is considered on its merit and we will only refuse if there are reasonable grounds to do so.

## **Right to Withhold Rent:**

If you think that we have broken the tenancy agreement or failed to do anything we promised, you can make a complaint using our Complaints Procedure. If we have failed to carry out our

maintenance obligations under the Scottish Secure Tenancy Agreement, you have the right to withhold your rent until we comply with our obligations. However, you may only do so if:

- ✓ You have notified us of the need for a repair (in writing) and
- ✓ We have not done these repairs within a reasonable period; and
- ✓ You have made a formal complaint under our Complaints Procedure; and
- ✓ You have finished the Complaints Procedure and are still dissatisfied, and 3 months have passed since you made the formal complaint.

You are strongly advised to take legal advice if you are considering withholding your rent as nonpayment of rent could result in your home being repossessed.

### **Pets:**

You are allowed to keep pets in your home unless they are forbidden under the Dangerous Dogs Act 1991 or any other law. You must keep your pets under control and ensure that they do not cause a disturbance. We are entitled to ask you to remove your pet if it is causing a nuisance.

You can also be prosecuted or fined by Glasgow City Council , for example, if your dog barks continually or you do not clean up after your dog. If your pet causes a nuisance or annoyance to others this is in breach of your Scottish Secure Tenancy Agreement.

### **Consultation:**

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 you and / or all tenants.