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Assignations, sub-letting & exchanges

Tenants can apply for permission to sub-let, take in a lodger, assign the tenancy to someone else, carry out a mutual exchange, or change to a joint tenancy. Applications made must be in writing and prior written permission obtained.

The Landlord retains the right to refuse permission on reasonable grounds.

Landlords can only refuse consent if there are reasonable grounds.

Consultation on rent increases

Landlords must consult tenants whenever a rent or services charge increase is to be proposed.

Information

Tenants must be given a written tenancy agreement. Before the tenancy, tenants must be given information on their right to buy (if it applies) and on the obligations – including maintenance obligations – likely to be incurred if the right to buy is exercised.

Landlords must provide all tenants with information about the complaints procedure.

On request, Landlords must provide a tenant with information on a range of matters, including policies on rent setting, allocations and repairs.

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Lochfield Park Housing Association Ltd.



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Emergency No: 0800 595 595
Gas Central Heating : 0800 595 595



Lochfield Park Housing Association



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OFFICE OPENING HOURS

	MORNING	AFTERNOON
Monday	9.30am - 12.30pm	1.30pm - 4.30pm
Tuesday	9.30am - 12.30pm	1.30pm - 4.30pm
Wednesday	CLOSED	1.00pm - 4.30pm
Thursday	9.30am - 12.30pm	1.30pm - 4.30pm
Friday	9.30am - 12.30pm	1.00pm - 4.00pm

Registered under the Co-operative and Community Benefit Societies Act 2014

Registered with the Financial Conduct Authority No 2444R(S)

The Scottish Housing Regulator Reg No HAC268

Scottish Charity No SC037694

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Scottish Secure Tenancies

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This leaflet can be translated, on request into other community languages.

For people with visual impairment, large print or Braille versions can also be provided.

Introduction

The Housing (Scotland) Act 2001 introduced the new Scottish secure tenancy which replaced the assured tenancies. The new Scottish secure tenancy took effect on 30 September 2002. This leaflet provides a summary of the main statutory (legal) rights you will have under the new tenancy.

Security of tenure

A Scottish secure tenancy can only be ended in one of the following ways:

- Four weeks' notice by the tenant;
- Written agreement by the tenant and the landlord;
- By the landlord taking court action to recover possession on one or more of the grounds specified in the Act;
- Action by the Landlord as a result of abandonment of the house by the tenant;
- The death of the tenant where no-one meets the statutory requirements for succession;
- Where the tenant or a member of tenant's household is the subject of an Anti-Social Behaviour Order, and the Landlord takes action to convert the tenancy to a short Scottish Secure Tenancy.

A joint tenant can terminate his or her interest in the tenancy by giving 4 weeks' notice to the Landlord and to each of the other joint tenants.

The Landlord can terminate a joint tenant's interest in the tenancy if the Landlord has reasonable grounds for believing that the tenant is not occupying the house and does not intend to.

Any tenants affected by abandonment action by the Landlord have the right of appeal to the Court.

Evictions cannot take place unless the Sheriff is satisfied that it is reasonable, in other words there are no automatic grounds for eviction, unlike the statutory eviction ground for 3 months' rent arrears under assured tenancies.

Landlords can take recovery action against tenants who are harassing someone living in or visiting the area. This is new for both secure and assured tenancies.

Other Occupiers who are not tenants (for example, lodgers) have the right to be heard in Court in any proceedings to recover the property.

Succession Rights

A Scottish Secure Tenancy can be succeeded to twice.

Each time, there are three levels of priority:

- First priority goes to the surviving spouse, co-habitee of either sex (providing the house has been their only or principal home for at least 6 months before the tenant's death) or joint tenant; this part of the Act give equal succession rights to same sex couples;
- Second priority (if nobody qualifies or chooses to succeed from the first priority group) goes to other members of the tenant's family, providing that the house was their only or principal home at the time of the tenant's death;
- Third priority (if nobody in any of the above categories qualifies or chooses to succeed) goes to carers aged at least 16 where the house was their only principal home at the time of the tenant's death and where they have given up their only or principal home to care for the tenant or a member of the tenant's household.

Family members and tenants do not have the right to succeed to the tenancy of a property which has been designed or adapted for someone with special needs, but they are entitled to be rehoused elsewhere by the Landlord.

Repairs

Landlords are required to ensure that at the beginning of the tenancy, and during the tenancy, the property is wind and watertight and reasonably fit for human habitation.

Repairs needed to make sure the property remains in this condition must be carried out within a reasonable time.

Landlords have the right to get access to the property to inspect it or carry out repairs, as long as they give 24 hours' notice in writing.

Tenants have the right to have certain essential repairs carried out within a specified period; the details are to be set out in separate Scottish Executive regulations; secure tenants already have these rights.

Compensation for improvement

Tenants have the right to compensation at the end of the tenancy for certain types of improvements they have made to their homes with the permission of the landlord; secure tenants already have these rights.

Use of property

All tenants must use the property as their only or principal home; for secure and assured tenants, this has always been a contractual obligation, but under Scottish Secure Tenancies it will be a statutory duty.