

NORTH LANARKSHIRE COUNCIL

REPORT

To: HOUSING COMMITTEE		Subject: TENANCY AGREEMENT
From: DIRECTOR OF HOUSING		
Date: 28 August 1996	Ref: TMcK/MW/4	

1. INTRODUCTION

- 1.1 The purpose of this report is to advise the Committee of progress in producing a new Tenancy Agreement for North Lanarkshire

2. BACKGROUND

- 2.1 The Housing Committee at its meeting on 6 December 1995 when agreeing the proposed Estate Management Policy for North Lanarkshire also approved an interim Tenancy Agreement for those housing applicants who were rehoused / transferred by North Lanarkshire Council after 1 April 1996
- 2.2 A copy of the Tenancy Agreement which is currently in use is detailed in appendix 1

3. CONSIDERATIONS

- 3.1 A new draft Tenancy Agreement has been produced in conjunction with the Plain English Society and this is enclosed as appendix 2
- 3.2 This draft Tenancy Agreement has been revised and "approved" by the Director of Administration.

4. RECOMMENDATIONS

- 4.1 It is recommended that should the Committee approve the draft Tenancy Agreement that this be distributed to Tenants Groups for consultation and response.
- 4.2 The results of this consultation exercise to be subject of a further report to a future meeting of the Housing Committee

5. **BACKGROUND PAPERS**

Available within the department



pp G. Whitefield
DIRECTOR OF HOUSING

NORTH LANARKSHIRE COUNCIL

MINUTE OF LEASE between NORTH LANARKSHIRE COUNCIL, incorporated under the Local Government, Etc. (Scotland) Act 1994, the Local Authority under the Housing (Scotland) Act 1987 and Acts amending the same (hereinafter referred to as 'the Council') OF THE FIRST PART and (hereinafter referred to as 'the Tenant') OF THE SECOND PART.

IT IS HEREBY CONTRACTED and AGREED between the Council and the Tenant that is to say the Council hereby lets to the Tenant ALL and WHOLE the dwellinghouse forming and known as (hereinafter referred to as 'the dwellinghouse') together with any garden and other ground pertaining thereto, whether used exclusively or in common with any other party, and the whole parts, privileges and pertinents thereof (all hereinafter referred to as 'the subjects') and that on the following terms and conditions:-

1. ENTRY
The Date of Entry shall be
2. RENTAL
The rent shall be sterling per fortnight payable in advance, the first payment being due on the said Date of Entry. All payments must be made in advance and shall be made in accordance with the Council's policy, which may be amended from time to time, and as advised by the Director of Housing. In the event that the Tenant fails to pay the rent on the due date, the Council shall be entitled to add an administrative charge equal to 10% of any arrears outstanding, and shall be entitled to recover any such charge from the Tenant in addition to the rent. It is understood that all payments made by the Tenant shall be applied by the Council to reduce the earliest incurred arrears of rent. In exchange for the first payment of rent, the Tenant will be given the keys and allowed to take entry to the subjects.
It is understood that the rent, or any other charges payable, may be increased by the Council with effect from the beginning of any rental period said rental period being one fortnight, by a written Notice given by the Council to the Tenant not less than four weeks before the beginning of said rental period. The Tenant agrees, by acceptance hereof, that no claim for damages or other claims whatsoever shall interfere with the payment of rent.
3. USE OF SUBJECTS
Subject to the terms of Para 5 of Part 1 of Schedule 3 of the Act, the Tenant shall occupy the subjects and shall use the subjects as a dwellinghouse for residential purposes for occupation by one family only. The Tenant shall not keep, store or use oil, paraffin or liquid petroleum gas, or other similar materials within or upon the subjects. The Tenant shall not use the subjects or any part thereof for carrying on a business or trade, or as a workshop, without the prior written consent of the Council. No motor vehicle or caravan may be kept upon the subjects without the prior written consent of the Council. It is understood that any consent granted in terms of this Clause may be granted subject to such conditions as the Council consider appropriate.
4. KEEPING OF ANIMALS
The Tenant shall not, without the Council's prior written consent, keep any animal in or upon the subjects. It is understood that any consent granted in terms of this Clause may be granted subject to such conditions as the Council consider appropriate.
5. VARIATION OF TENANCY
The Council or the Tenant may, by agreement, vary the terms and conditions of this Lease. It is understood that any such agreement must be in writing, and in accordance with Section 54 of Housing (Scotland) Act 1987 and Acts amending the same (hereinafter referred to as 'the Act').
6. ASSIGNATION/SUBLETTING
The Tenant shall not assign, sublet, take in a lodger, or otherwise give up possession of the subjects, or any part thereof, to any other person or persons, except with the prior written consent of the Council which consent shall not be unreasonably withheld. It is understood that any consent granted in terms of this Clause may be granted subject to such conditions as the Council consider appropriate.
7. TRANSFER OF TENANCY
The Council may transfer the tenancy of the subjects in terms of Paragraph 16 of Part 1 of Schedule 3 of the Act.
8. CONDITION/MAINTENANCE OF THE SUBJECTS
The Tenant hereby accepts the subjects as being in good order and repair and during the course of this Lease shall be responsible for carrying out all internal decorations and maintaining the subjects in good order, all to the satisfaction of the Council. The Tenant shall further be responsible for keeping the garden and other ground pertaining to the subjects in a neat and tidy condition and properly cultivated, again all to the satisfaction of the Council.
9. COMMON PARTS
The Tenant, equally with neighbours, shall keep any and all areas which they use in common, or over which they exercise a right of access, in a clean and tidy condition. The Tenant shall also keep all common parts and accesses free at all times from obstruction.
10. NUISANCE
The Tenant or any person residing with or lodging with the Tenant, or visiting the subjects shall not cause nuisance or annoyance to neighbours, or any other person or persons, in, on, or within the vicinity of the subjects. The Council, acting reasonably, shall be the sole judge as to what constitutes a nuisance or annoyance in terms of this Clause.
11. COUNCIL'S RIGHT OF ACCESS
The Tenant shall allow officials of the Council and persons authorised by the Council to enter upon and into the subjects to inspect the subjects or to carry out repairs or other works, to the subjects.
12. MAINTENANCE AND REPAIR OF SUBJECTS
 - (i) The Council shall:-
 - (a) maintain, so far as is practicable, any common parts of the subjects including common entrance halls, landings and staircases. It is understood that in the event of an adjoining Tenant exercising his right to purchase in terms of the Act, the Council will only be responsible for a relevant proportion of maintenance of said common parts;
 - (b) keep in good order and repair, so far as is practicable, the structure and exterior of the dwellinghouse;
 - (c) within the subjects, ensure, so far as is practicable, that all pipes for the supply of water, central heating or gas and for space heating and water heating shall be kept in good order and repair;
 - (ii) It is understood that in the event of the Tenant believing that a repair for which the Council is responsible is required, he shall be obliged to inform the Council as soon as possible, or where the repair is of such a nature as to constitute an emergency, he shall be obliged to inform the Council immediately;
 - (iii) The Tenant shall take all reasonable steps to avoid and/or minimise any loss, damage or injury which may be occasioned to the subjects or to any person or persons as a result of any part of the subjects requiring repair;

- (iv) If the Tenant requests that a repair be carried out by the Council on an emergency basis, and it appears to the Council that the repair was not required on an emergency basis, the Tenant shall pay such sum or sums as the Council may demand in respect of any and all costs incurred by the Council in dealing with the matter;
- (v) In the event of the Tenant requesting a repair, he shall be obliged to allow the Council or persons authorised by them access to the subjects for the purposes of carrying out the repair. If the Council, or persons authorised by them, are denied access to the subjects, or having made an arrangement with the Tenant to gain access and the Tenant fails to keep such an arrangement, the Tenant shall be responsible for the payment of any and all costs incurred by the Council in gaining or attempting to gain access;
- (vi) If it appears to the Council that a repair, which has been requested by the Tenant, has been necessitated wholly or partly by the fault or negligence of the Tenant or any person residing with, lodging with or visiting the Tenant, the Council may require the Tenant to effect the repair within a reasonable period of time and at the Tenant's expense. In the event that the Tenant does not comply with such a request within a reasonable period of time, the Council may arrange to have the repair effected and may thereafter seek reimbursement from the Tenant of all expenses, including a reasonable charge to cover the Council's administrative costs, incurred in having such repair carried out.

13. TEMPORARY DISPLACEMENT

The Council shall be entitled to recover possession of the subjects on a temporary basis where it is intended to carry out works which cannot take place while the Tenant remains in occupation of the subjects. The Council and the Tenant shall enter into an agreement to regulate the provision of temporary accommodation, but it is specifically provided that the terms of such an agreement shall not terminate the secure tenancy of the subjects constituted by this Lease.

14. ALTERATIONS

The Tenant shall not carry out work in or upon the subjects, other than interior decoration of the dwellinghouse, without the prior written consent of the Council, which consent shall not be unreasonably withheld. It is understood that 'work' includes the alteration, improvement or enlargement of the dwellinghouse or any of its fixtures or fittings, the addition of new fittings or, including the erection of television aerials and satellite dishes, or the erection of a garage, shed or any other structure in or upon the subjects. Any request to carry out work shall be made by the Tenant and dealt with by the Council in terms of Section 57 and Schedule 5 of the Act.

15. SUCCESSION TO TENANCY

It is understood that, subject to the terms of Section 52 of the Act, this Tenancy may pass by operation of law to a "qualified person" on the death of the Tenant. It is specifically understood that if there is no "qualified person" in terms of the Act, or if the Tenancy has already passed in terms of Section 52, then this Lease will be terminated as at the date of the death of the Tenant.

16. ABANDONMENT OF SUBJECTS

If the Council has reasonable grounds to believe that the subjects are unoccupied and that the Tenant does not intend to occupy the subjects as his home, the Council may take such steps as are specified in Section 50 of the Act to repossess the subjects.

17. TERMINATION

This Lease may be terminated by either party in terms of Section 46 of the Act. Further, the Council may seek to terminate this Lease and recover possession of the subjects by means of court action in terms of Section 47, and on the grounds specified in Part 1 of Schedule 3 of the Act.

18. INSURANCE

The Council will only be responsible for effecting such insurance as it deems appropriate in respect of loss or damage to the subjects. It is specifically understood that the Council will not be responsible for insuring property within the ownership of the Tenant, or the internal decoration of the subjects.

19. EXPENSES

The Tenant shall pay the Council any and all expenses incurred by the Council arising from (i) any failure by the Tenant to comply with the conditions of this Lease, or (ii) any negligence or fault of the Tenant. It is understood that all such expenses shall be recoverable from the Tenant either during or after the termination of this Lease.

20. JOINT AND SEVERAL LIABILITY

It is understood that persons who are being offered a tenancy jointly and severally, and who have accepted such an offer, shall be bound jointly and severally in all the obligations imposed on them by this Lease and shall accept any notice given by the Council as binding upon both or all of those persons as 'the Tenant' if such notice is given in the individual name of, and to any one of them. Further, it is understood that Notice of Termination of the Lease given by any one of the said persons shall be binding upon both or all of them, and such Notice shall be sufficient to terminate the Lease, all without prejudice to the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended.

21. GENERAL

- (i) It is understood that where any consents or permissions are granted or given by the Council in terms of hereof subject to conditions, such conditions shall be conditions of this Lease.
- (ii) Where the words 'he', 'him' or 'his' are used to refer to the Tenant, they shall be construed to mean 'she', 'her' or 'hers', or 'they' or 'them' as appropriate.

On behalf of North Lanarkshire Council

Tenant

Tenant

(Date)

(Date)

(Date)

Witness
Full Name
Address

Witness
Full Name
Address

North Lanarkshire Council - Tenancy Agreement

This tenancy is between you:

and us, North Lanarkshire Council.

We will rent you ^{ON A FORTNIGHTLY BASIS} the home at:

Your tenancy will start on:

The first rent payment is due on that date.

The rent is £ every two weeks.

All the other conditions of your tenancy are set out in this agreement.

Where this agreement refers to 'you' it includes everyone named above.

Where this agreement refers to 'the home' it includes any garden or other ground connected with the home, whether used only by you or shared with other people.

This agreement is governed by the Housing (Scotland) Act 1987, as amended, and grants you a secure tenancy of the property. This means that you have certain rights, by law, and can stay in the home as long as you keep to the conditions of your tenancy.

If you are a joint tenant, everyone named as 'you' above, has equal rights to live in the home and each is responsible for keeping to this agreement.

Please read all of this agreement carefully before you sign it. If you are not sure of any of the conditions of tenancy, please ask the housing officer to explain them to you in more detail. By signing this agreement, you are entering into a legal contract.

This agreement sets out your rights and responsibilities and also explains our rights and responsibilities. It also says what may happen if you or we break this agreement.

Where this agreement says you need to get our written permission, our permission may depend on certain conditions. You must keep to those conditions as if they were part of this agreement.

Your Tenancy

- You must not sublet the home without our written permission.
- You must not transfer the tenancy or let anyone else have your home without our written permission.
- You must not take in a lodger without our written permission.
- You must not swap houses without our written permission.

If you ask our permission, we will give you our written decision within one month.

We will not refuse permission without good reason and we will always give our reasons in writing.

We will arrange insurance for damage to the home. But you are responsible for all items owned by you and kept in the home, including decorations. We run a home contents insurance scheme which you can use to get these things insured. If you want details of the scheme, please ask your local housing office.

Rent

- You must pay the rent and any other charges for the home every two weeks for the two weeks ahead.
- You must not refuse to pay the rent for any reason.

If you do not pay the rent when it is due, we may charge you an administration fee of up to 10% of what you owe.

We will give you four weeks' written notice of any change in the amount of rent or other charges you need to pay.

We will not increase the rent because of any improvements you make to the property.

Being A Good Neighbour

- You must not cause any nuisance or annoyance to other tenants, their families, lodgers or visitors.
- You must not allow anyone who lives with you or visits you to cause any nuisance or annoyance to other tenants, their families, lodgers or visitors.
- You must not cause, allow or encourage any harassment on the grounds of age, disability, race, religion, sex or sexuality.
- You must not cause, allow or encourage any violence or abuse, whether physical or verbal.
- You must get our permission if you want to keep a pet in your home.
- If you live in a flat or maisonette where there are common areas such as a landing, passageway, staircase or bin room, you must take turns with your neighbours to sweep and wash these areas. These areas must be cleaned every week. If you cannot agree with your neighbours over this, we will try to sort out the situation fairly. But our decision on these matters is final.
- You must put all your household rubbish in your bin and not dump anything in the common parts of the building or in the garden.
- You must live in your home and use it only as your home. If you want to use your home for any other purpose, you must get our written decision first.

Repairs And Maintenance

- You must allow anyone authorised by us to enter the home to inspect it or carry out repairs to either the home or any other property.

We will try to give 24 hours' notice if we need to enter your home. But if there is an emergency, which we think may injure someone or damage property, we will not give notice but get into your home as quickly as we can.

- You are responsible for repairing or replacing any part of the home which you damage deliberately or through neglect or carelessness. This includes damage caused by other people who live with you or visit you.
- If you do not carry out repairs that you are responsible for or we are not satisfied with any improvements you carry out, we will do the work for you and charge you the cost of the work and any administration costs involved.
- You must get our written permission before you:
 - do anything which changes the structure of the home;
 - do anything which adds or changes fixtures, fittings or services in the home;
 - decorate the outside of the home;
 - put up a fence, wall or similar structure;
 - build a driveway; or
 - put up a garage, shed, pigeon loft or outbuilding.
- You must keep the inside of the home clean and decorated to a reasonable standard.
- You must keep your home sufficiently heated and ventilated.
- You must keep the garden and any hedges tidy.
- You must tell us about any faults in the home as soon as you can.
- You must carry out any repairs which are your responsibility. We are responsible for the repairs listed below.

We will keep the structure of the home in good repair and make sure that wind and rain cannot get inside.

We will maintain the room heaters, water heaters, basins, sinks, baths and toilets and the water, gas and electricity supply.

We will provide you with temporary alternative accommodation if we need to do repairs or improvements which mean you can't live in the home for a short time.

Ending Your Tenancy

- You must give us four weeks' written notice if you want to end your tenancy.
- You must leave the fixtures and fittings in a satisfactory condition, although we will allow for normal wear and tear.
- You must remove any artex or similar decoration from the internal walls.
- You must leave the home in a clean and tidy condition and empty the rooms, loft and any outbuildings of all your belongings and any rubbish. If you do not, we will do the work ourselves and charge you the cost involved, including any administration costs.

We can only force you to move out of the home if we have an eviction order from the Sheriff Court. We can only get an eviction order in circumstances described by the Housing (Scotland) Act 1987, as amended.

We can evict you if the court thinks it is reasonable and any of the following apply.

- ➔ **You do not pay the rent, or you break any of the terms of this agreement.**
- ➔ **You, or anyone who lives with you, uses or allows someone else to use your home for illegal or immoral purposes, such as selling drugs.**
- ➔ **You, or anyone who lives with you, damage the home or any of the shared areas.**
- ➔ **You, or anyone who lives with you, damage any of our furniture.**
- ➔ **You are not using the home as your main home.**
- ➔ **You lie in your application for the tenancy.**
- ➔ **You, or anyone who lives with you, are a nuisance or annoy the neighbours and it is not reasonable to give you another house.**

In the following circumstances, we will only evict you if we can offer you a suitable alternative home.

- ➔ **You, or anyone who lives with you, are a nuisance or annoy the neighbours and it is reasonable to give you another home.**
- ➔ **There are too many people living in the home.**
- ➔ **We want to demolish the home or do major work to it.**
- ➔ **The home was let to you because you, or someone who lives with you, had special needs because of a disability, but these special needs no longer apply.**
- ➔ **The home is part of a group of properties with special services which you do not need.**
- ➔ **We only lease the home you rent from us, and our lease is due to finish.**

Signatures

On behalf of North Lanarkshire Council _____

Today's date _____

I accept your offer and agree to the conditions of tenancy set out in this agreement.

First or only tenant's signature _____

Today's date _____

Second tenant's signature _____

Today's date _____

Third tenant's signature _____

Today's date _____