

USE OF SHORT SCOTTISH SECURE TENANCIES

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REFERENCE PAGE

Document Title:	Use of Short Scottish Secure Tenancies Policy
Aim:	To identify the circumstances when Eildon will consider use of a Short Scottish Secure Tenancy.
Objective:	3 The Eildon Group will ensure the delivery of high quality, responsive and affordable housing and support services
Scope of Policy:	Customers
Nominated Officer:	Housing Services Manager
Approval Source:	Executive Team
Legal & Regulatory References:	<ul style="list-style-type: none"> • Housing (Scotland) Act 2001 • Housing (Scotland) Act 2014 • Scottish Social Housing Charter
Procedural References:	<ul style="list-style-type: none"> • Short SST procedures • Dealing with Nuisance and Antisocial Behaviour Policy
Consultation Completed:	Customer Panel
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Equalities Assessment:	All Eildon policies and key documents are developed with the clear objective of ensuring that they do not discriminate against any person and have negative impacts for equality groups. We will always welcome comments on the impact of a policy on particular groups of people in respect of, but not limited to, age, disability, gender reassignment, race, religion, sex or sexual orientation, being pregnant or on maternity leave and children's rights and wellbeing.
Accessibility:	Accessible electronically/online and in print. All documents can be translated and made available in audio, braille and large print versions upon request.

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INTRODUCTION & LEGISLATIVE BACKGROUND

Our social rented properties are normally let on a Scottish Secure Tenancy (SST). However occasionally we will offer a Short Scottish Secure Tenancy (short SST), or take action to convert an existing SST to a short SST. A short SST tenant has many of the same rights as a tenant with an SST but with limited security of tenure and reduced rights in relation to subletting and succession.

We will use the Scottish Government's model short SST Agreement (Appendix 1).

The Housing (Scotland) Act 2001 sets out the law on short Scottish secure tenancies (short SSTs) and the Housing (Scotland) Act 2014 introduced some changes in relation to short SSTs granted on antisocial behaviour grounds. Schedule 6 of the Housing (Scotland) Act 2001: as amended by sections 7(4) and 8 of the Housing (Scotland) 2014 Act details the circumstances in which a short SST can be offered (Appendix 2).

PURPOSE

The purpose of this policy is to describe Eildon's approach to the use of Short Scottish Secure Tenancies.

USE OF THE SHORT SST FOR ANTISOCIAL BEHAVIOUR

A short SST is one of a range of measures that can be used to tackle antisocial behaviour. It is aimed at encouraging tenants, or members of their household who repeatedly engage in antisocial behaviour, to stop the behaviour and sustain their tenancy, by taking away some of their tenancy rights without the need for court action.

A short SST on antisocial grounds will be offered to **prospective tenants** in the following circumstances:

- Where an eviction order has been made against the prospective tenant (or any prospective joint tenant) by the courts in the previous 3 years because of their antisocial behavior
- Where the prospective tenant (or any prospective joint tenant) or anyone who would live with them, is subject to an antisocial behavior order

We will also consider offering a short SST in the following circumstances:

- Where the prospective tenant, visitors to their current accommodation, or anyone who is likely to live with them in their new property, has within the last 3 years behaved antisocially towards another person living in, visiting or carrying out lawful activity in the locality of a house occupied by the prospective tenants, or by a person who it is proposed will live with the prospective tenant.

We will convert an **existing tenant's** SST to a short SST as a result of antisocial behaviour where:

- The tenant (or joint tenant) or a person living with them or lodging with them, or a subtenant of the tenant is subject to an antisocial behaviour order

We will also consider converting an existing SST to a short SST as a result of antisocial behaviour where

- The tenant, a person living with or lodging with the tenant, as subtenants of the tenant, or any visitors to the house has, within the previous 3 years, behaved antisocially towards another person living in, visiting, carrying out lawful activity in the locality of a house occupied by the person.

We will consider all of the circumstances of the individual case when deciding whether it is appropriate to offer a prospective tenant a short SST, or convert an existing SST to a short SST on antisocial behaviour grounds. We will balance the need to support the tenant, household member or visitor to change their behaviour and sustain the tenancy, with the impact the antisocial behaviour has had, or continue to have on neighbours and others in the community.

All short SSTs granted on antisocial behaviour grounds will be for a term of 12 months from the day the tenancy is granted or, the date we serve the tenant with a notice converting the tenancy from an SST to a short SST. At the end of the 12 month term a short SST on any of the antisocial behaviour grounds automatically becomes an SST unless we have taken steps to extend the term by a further 6 months, or recover possession of the tenancy. If the short SST's term is extended by 6 months, it will also convert to an SST at the end of that additional 6 month period unless we serve a notice on the tenant to end their tenancy and recover possession of that tenancy.

We will monitor the behaviour regularly to determine whether it has improved sufficiently to allow the short SST to convert to an SST automatically at the end of the 12 month term. This will involve monitoring further complaints and their outcome and maintaining contact with the tenant and those affected by the anti-social behaviour.

SUPPORT TO SUSTAIN A TENANCY

When offering or converting a tenancy to a short SST on antisocial behaviour grounds we will ensure that any housing support that we consider appropriate is made available. This is to encourage and support a positive change in behaviour to help the tenant to sustain their tenancy and have their tenancy converted to an SST at the end of the 12 month term.

We will provide enhanced housing management support and assistance to all tenants on short SSTs on antisocial behaviour grounds, and referrals will also be made to specialist support services if appropriate.

Where a prospective tenant refuses support, we may decide to make the acceptance of support a condition of the short SST offer.

USE OF THE SHORT SST IN OTHER CIRCUMSTANCES

We may also consider offering a short SST in the following circumstances:

- (i) If we are letting a house on a temporary basis to someone moving into the area in order to take up employment, to enable them to seek accommodation in the area
- (ii) If we are letting a property to a person on a temporary basis, pending development affecting the house
- (iii) If we are letting a house on a temporary basis to a person who is in receipt of a housing support service
- (iv) If we are letting a house which we have leased from another organisation
- (v) If we are letting a house to a homeowner on a temporary basis pending them making arrangements in relation to their property which will allow their housing needs to be met.

A short SST in the above circumstances will be given for 6 months and will be continued either by tacit relocation, or by agreement with the tenant.

APPEALS

The Housing Services Manager will consider appeals from any tenant who is not satisfied with the type of tenancy offered by Eildon, or with the conversion of their existing SST to a short SST. Tenants who remain dissatisfied have a right of appeal to the courts.

A tenant also has a right to request a review of the decision to serve the Termination Notice to end a short SST before the end of 14 days beginning with the day of service of the Notice. We will notify the tenant of our decision and the reasons for the decision no later than the date specified in the Notice.

CONFIDENTIALITY

All information provided by customers in relation to this Policy will be treated as strictly confidential and will not be discussed with third parties without their permission. We will always have regard to the Data Protection Act 2018 and the General Data Protection Regulation.

TRAINING

We will ensure that all staff who deal with customers receive appropriate training and information on the application of this policy.

REVIEW

This policy will be reviewed every three years unless required earlier due to changes in the law, regulation, best practice or requirements of Eildon.

APPENDIX I – Short Scottish Secure Tenancy Agreement

SHORT SCOTTISH SECURE TENANCY AGREEMENT

1. INTRODUCTION

1.1 This document is a Short Scottish Secure Tenancy Agreement between us, Eildon Housing Association, and you (tenant)

.....

1.2 We agree to rent 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 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 and a plan detailing your rights relating to the common parts, and access to your house.

1.3 The full address of the house is

.....

1.4 The tenancy will start on (.....). This is regardless of the date on which this Agreement is signed. The tenancy will continue from the entry date until the termination date which is. However, if neither you nor us end the tenancy in one of the ways described in Part 6 of this Agreement the tenancy will be automatically renewed for the same period unless we and you agree that the renewed tenancy should be for a different period. That renewed tenancy will also be a short Scottish secure tenancy. In some circumstances, this short Scottish secure tenancy may automatically convert to a Scottish secure tenancy 12 months after the date of entry. See Part 6 for more details.

1.5 The rent is £..... every month, payable in advance by you on or before the first day of each rental period.

1.6 We will provide services in connection with your tenancy. They are set out in a Schedule of Services at the end of this agreement, together with the cost of each of those services. That document forms part of this agreement. It is a condition of this agreement that you pay for those compulsory services.

- 1.7 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 more than once every twelve months. You have a right, on request, to a statement of our rent and service charge policy. See clause 7.3 for more details.
- 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 such as Law Centres, Solicitors, Housing Advice Centres, Citizens Advice Bureaux, Tenants Associations, the Commission for Racial Equality and the Equal Opportunities Commission.
- 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 which 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 – the Landlord
 - You - 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 - see paragraph 1.2
 - 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
 - Anti-social- see paragraph 3.2
 - Overcrowding – more people are permanently living in the house than is allowed by law
 - 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 Tenancy 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 does anything that would be a breach of this Agreement if they were the tenant. 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 joint 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 4.1 below.
2. **USE OF THE PROPERTY 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. You are entitled to have members of your family occupying the house with you, as long as this does not lead to overcrowding. If we ask, 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;*
 - *our furniture;*
 - *the fixtures and fittings;*
 - *the common parts;*
 - *your neighbours' property.*

For example:

- *before you leave the house, you must check reasonably 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;*
- *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 property.* However, if you ask us, we may give permission. See Part 9.3 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. If the overcrowding is as a result of an increase in the size of your family living with you, you should apply to us for a house transfer. We will try to get you a larger house. In this circumstance only, we will not treat you as being in breach of this condition. However, if we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.

- 2.5 KEEPING OF PETS. This paragraph should state the conditions relating to pets. This paragraph may cover the following issues:
- number of pets (if any) allowed;
 - types of pets allowed;
 - definition of pet;
 - whether permission needs to be obtained for the keeping of pets, how that is to be obtained and the criteria applied;
 - the general conditions applying to all permitted pets. The following are some of the conditions that may be applied;
 - 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 foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts;
 - landlord entitled to require removal of the pet if causing nuisance or damage;
 - tenant responsible for cleaning up dog faeces.]
- 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.*
- 2.8 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 over-grown, untidy or causing a nuisance (unless we have agreed to take care of it). If you fail to do this, we are entitled to decide exactly what work requires to be done so as to comply with this duty. Before making our decision, we will consult with you. 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. You must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless you planted them.

- 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). 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. You must not remove, destroy or chop down any bushes, hedges or trees without our written permission unless you planted them.
- 2.12 No property belonging to you or anyone residing with 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 which causes inconvenience or danger to anyone using the common parts.
- 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 evening before 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).
- 2.14 **USE OF HEATERS FIRED BY PARAFFIN AND L.P.G.** Here may be inserted provisions, if desired, relating to the use of heaters fired by liquid petroleum gas (such as Calor gas heaters) or paraffin. The provisions may deal with matters such as whether such heaters are allowed, in what type of accommodation and the maximum number of such heaters.]
- 2.15 **STORAGE OF LPG AND PARAFFIN.** Here may be inserted provisions, if desired, relating to the storage of LPG and paraffin. The provisions may deal with the maximum amount that may be stored and where as well as conditions relating to safety precautions]
- 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:
- 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.

- 2.17 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.

- 2.18 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 9.3 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. 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 and 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;
 - 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, 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.

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 or sell alcohol or drugs.

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 unless you have a permit.

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. We will investigate your complaint within [fourteen] days. If, after investigation, there are good grounds in our opinion for your complaint, we will take reasonable steps to try to prevent the behaviour happening again. These steps may include mediation or legal action. 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 race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure. 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;
- change your tenancy to a joint tenancy 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 to, take as a lodger or joint tenant or exchange with (and the house involved); AND
 - the amount of rent and any other payments (including a deposit) you propose charging (if any); AND

- when you want the sub-letting, lodging, assignation, exchange or change in tenancy to take place. 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. [for landlords who are fully mutual housing co-operatives, you should include the following: "the assignee, sub-tenant or tenant moving into the house as a result of an assignation, sub-let or exchange must become a member of the association before the change takes effect.]

4.2 We will not unreasonably refuse permission for an assignation, subletting, joint tenancy 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 charging is unreasonable;
- the proposed change would lead to the criminal offence of overcrowding;
- we intend to carry out work on the house 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 9.3 for more detail on getting permission.

4.3 We will not unreasonably refuse permission for a mutual exchange of your house. The exchange must be with another house where the tenant is also a tenant of a local authority landlord, a registered social landlord, a water authority or sewerage authority. The landlord does not need to be us. 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 9.3 for more detail on getting permission.

- 4.4 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, a separate procedure applies. See paragraph 6.7
5. REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS
REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS
- 5.1 *In this Agreement, the word "repair" 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. We will notify you about any such work. 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 put the house in a condition which is tenantable, wind and watertight and in all 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. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.*
- 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. We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.
- 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, rising dampness and condensation dampness as well as the obligations contained in this paragraph. We will provide and maintain the house so that any tenant who we might reasonably expect to live in the house can heat the house to a reasonable*

temperature at a reasonable cost, so as to avoid condensation dampness and mould. If during the tenancy, the house suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the house (including insulation, provision for heating or ventilation), we will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time so that that feature is not a cause of the condensation dampness.

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:

- keep in repair the structure and exterior of the house;
- 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 which 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;
- 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. We will give you a copy of the current
- inspection record before the beginning of the tenancy;
- If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period.
- Where repairs or maintenance have to be done, we will make reasonable efforts to
- minimise disruption to you.

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. The Bye- Laws, among other things, specify that :

- all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
- the stopcocks and servicing valves must be placed so that they can be readily

- examined, maintained and operated with reasonable practicability;
 - the water pipes, both inside and outside the house, must be effectively protected against freezing and damage from other causes.
We will inspect the installations for the storage and supply of water we are responsible for at the beginning of the tenancy and at reasonable intervals thereafter so as to comply with the Water Bye-Laws.
- 5.10 *Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully 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;*
 - *vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).*
- 5.11 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.
- 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 in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, 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 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 minor repairs and internal decoration It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.18 If we have delayed or failed to carry out certain types of repair, the Executive intends to make regulations which will give tenants the right to have certain repairs carried out. You may also be entitled to compensation.
- 5.19 If we have failed to carry out repairs that we should under this agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:
- you have notified us in writing about the need for the repairs; AND
 - we have not done those repairs within a reasonable period; AND
 - you have made a formal complaint under our complaints procedure (see paragraph 8.1); AND
 - you have finished the complaints procedure and you are still dissatisfied; OR 3 months has passed since you made the formal complaint under the complaints procedure.

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU WRONGLY EXERCISE THIS RIGHT. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

- 5.20 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc. We operate such a scheme. Ask us for details.]

ALTERATIONS AND IMPROVEMENTS

5.21 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 9.3 for more details about the procedure.

5.22 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.

5.23 If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during or at the end of your tenancy. If we do so, we are entitled to charge you for this work.

6. ENDING THE TENANCY

The Tenancy Agreement can be ended in any one of the following ways described in paragraphs 6.1 to 6.6.

6.1 By Notice, You, together with any joint tenant, give us at least twenty-eight days written notice and that notice expires no earlier than six months from the date of entry. 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.

6.3 By Court Order once the fixed period of the tenancy has ended

The sheriff grants an order for eviction following a request by us. At the end of the period of the tenancy stated at paragraph 1.4, (or at the end of any continuation of the tenancy), we may seek an order for your eviction from the sheriff. You have the right to defend any legal action taken by us. We may ask for such an order under Section 36 of the Housing (Scotland) Act 2001. Before we do so, we first send you a written notice giving you the earliest date from which we will start court

proceedings. If we raise court proceedings, the court must make an order allowing us to repossess the house if the court is satisfied that:

- the original term of the tenancy has come to an end; AND
- the tenancy is not automatically renewing; AND
- there is no further tenancy agreement between us and you for the house; AND
- we have correctly sent you the written notice referred to above.

OR

6.4 By Court Order on other grounds

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. People who live with you also have a right to be represented. 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 notice. We will also send that written notice to anyone else living with you who is your spouse, co-habitee, sub-tenant, lodger, assignee, joint-tenant or member of your family aged 16 or over if we know about them.

- you owe us rent or you have broken some other condition of this Agreement.
- someone residing in your house, or anyone visiting it, has 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 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.
- someone residing in your house, or anyone visiting it, has been anti-social to anyone else in the locality 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.
- someone residing in your house has been guilty of harassment, nuisance or annoyance in or in the neighbourhood of the house, or has continued to caused alarm or distress to someone 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 in six months.
- the landlord is an islands council, the house is held for education purposes, it is occupied by someone who used to be employed by the council for education purposes and now it is needed for someone else for those purposes. In the seven 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 wife) or co-habitee, 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

6.5 By Abandonment by you.

We have reasonable grounds for believing that you have abandoned the house. We will also give you at least four weeks' notice 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. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody and delivery to you of any property which is found in the house. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period.

OR

6.6 By Death

By your death. Your tenancy cannot be inherited by anyone after you die. However, if there is a surviving joint tenant, s/he will become the sole tenant on the death of the other tenant.

6.7 Abandonment by a joint tenant

If we have reasonable grounds for believing that your joint tenant has abandoned the house, we will give that tenant 4 weeks' notice. If we have reasonable grounds for believing, 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.

6.8 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 four weeks' written notice to us and to the other joint tenant(s). That notice will not however terminate the tenancy which will continue.

6.9 Conversion to Scottish Secure Tenancy

If the reason why you were given this short Scottish secure tenancy was because of one of the following three reasons, your tenancy may convert to a Scottish secure tenancy after a time. These three reasons are:

- an order for repossession of a house was made against you in the three years before the beginning of this tenancy because of anti-social or similar behaviour;
- an anti-social behaviour order has been made against you or a member of your household before the beginning of this tenancy;
- an anti-social behaviour order has been made against you or a member of your household and we have converted the Scottish secure tenancy that you had over the house into a short Scottish secure tenancy by giving you a statutory notice. (You have the right to appeal to the sheriff against such a notice within 21 days). In these cases, your tenancy will normally convert automatically to a Scottish secure tenancy 12 months after the creation of this tenancy.

However, if we have sent you a statutory notice, within those 12 months, telling you that we intend to start legal proceedings to evict you, the tenancy may not convert at the end of that 12 month period. It will then convert only if:

- the notice expires or we withdraw the notice; OR
- we are finally unsuccessful in any court proceedings for your eviction.
- If the tenancy does convert to a Scottish secure tenancy, we will tell you and the date when the conversion took place. We will make available appropriate housing support services to you during your tenancy to enable conversion of the tenancy to a Scottish secure tenancy.

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. This does not affect your obligations under paragraph 5.21 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 clause 5.22 above;
- leave the house in good decorative order;
- do the repairs you are obliged to do;
- give us a forwarding address unless there is good reason for not doing so.

7. INFORMATION AND CONSULTATION

7.1 You are entitled, under the Data Protection Act 1998 to inspect personal information held on you in the housing files. We will provide photocopies of this information on request. We may make a charge of up to £10 for this. We will provide you with a copy of any such information we hold within forty-two 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.

7.2 [We will publish an annual report on our housing management performance which you may obtain from us on request]. We will give you information about whether you have the right to buy your house, before the beginning of the tenancy. See also paragraph 9.1. We will give you information about our complaints procedure.

7.3 On request, we will provide you with free information relating to:

- the terms of your tenancy;
- our policy about setting rent and service charges;
- our policy and rules about;
- applying to the housing lists,
- allocations,
- transfers of tenancies,
- exchanges of houses between tenants,
- repairs and maintenance.
- whether you have the right to buy your house (see also paragraph 9.1);
- our tenant participation strategy;
- our arrangements for taking decisions about housing management and services.

7.4 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;
- 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 tenant participation 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.

8. COMPLAINTS

8.1 If you think that we have broken this Agreement or have failed to do anything we promised, you can complain to us under the complaints procedure which we will have made available to you.

8.2 If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the 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.

8.3 *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 8.1); AND
- you have finished the complaints procedure and you are still dissatisfied; OR 3 months has 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.

9. GENERAL PROVISIONS

9.1 RIGHT TO BUY

Your tenancy is a short Scottish secure tenancy. Therefore, you do not have the right to buy your house under Part III of the Housing (Scotland) Act 1987 as amended by the Housing (Scotland) Act 2001. However, some short Scottish secure tenants will be entitled to a Scottish secure tenancy 12 months after the beginning of the tenancy agreement: see paragraph 6.7. Those tenants may then have the right to buy their house. If so, the price and other terms will be decided according to the terms of those Acts.

9.2 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 take over or 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.

9.3 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 which 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 complaints procedure.
- If the request for permission is about taking a lodger, subletting, assignation, exchanging the house or creating a joint tenancy (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 must 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 5.21 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 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 2.18) and we refuse permission, you have a right of application to the sheriff.

9.3 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 our headquarters or our local office. If we want to send you any document, we will send it to your house. 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.

9.4 COMPLETION OF THIS AGREEMENT

By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement. 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 this house. By signing below, you are also confirming that you have already been given a notice under section 34(4) of the Housing (Scotland) Act 2001 telling you that this is a short Scottish secure tenancy, why you have been offered this tenancy and how long the tenancy is for.

SIGNED FOR LANDLORD

.....

NAME

.....

WITNESS NAME

.....

WITNESS SIGNATURE

.....

WITNESS ADDRESS

.....

.....

DATE

SIGNED BY TENANT/JOINT TENANT

.....

WITNESS NAME

.....

WITNESS SIGNATURE

.....

WITNESS ADDRESS

.....

.....

DATE **TIME**.....

SCHEDULE A

Service Charge Breakdown

Service	Service Charge
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APPENDIX 2 – Schedule 6 of the Housing (Scotland) Act 2001: as amended by sections 7(4) and 8 of the 2014 Act

PREVIOUS ANTI-SOCIAL BEHAVIOUR

1. An order for recovery of possession has, within the period of 3 years preceding the date of service of the notice, been made against the prospective tenant (or any one of prospective joint tenants) in proceedings-
 - (a) Under the Housing (Northern Ireland) Order 1983 (S.I.1983/1118) on ground 2 of Schedule 3,
 - (b) Under the Housing Act 1985 (c.68), on ground 2 of Schedule 2,
 - (c) Under the 1987 Act, on a ground set out in paragraph 2 or 7 of Schedule 3,
 - (d) Under the 1988 Act, on ground 15 of Schedule 5,
 - (e) Under the Housing Act 1988 (c.50), on ground 14 of Schedule 2,
 - (f) Under this Act on a ground set out in paragraph 2 or 7 of Schedule 2.

ANTI-SOCIAL BEHAVIOUR ORDER

2. The prospective tenant (or any one of prospective joint tenants) or a person who it is proposed will reside with the prospective tenant is subject to an anti-social behaviour order-
 - (a) Under section 234AA of the Criminal Procedure (Scotland) Act 1995 (c.46);
or
 - (b) Under section 4 of the Antisocial Behaviour etc (Scotland) Act 2004 (asp 8).

OTHER ANTI-SOCIAL BEHAVIOUR

- 2A. (1) A person mentioned in sub-paragraph (2) has, within the period of 3 years preceding the date of service of the notice-
 - (a) Acted in an antisocial manner in relation to another person residing in, visiting or otherwise engaged in lawful activity in the locality of a house occupied by the prospective tenant or by a person who it is proposed will reside with the prospective tenant, or
 - (b) Pursued a course of conduct amounting to harassment of such other person, or a course of conduct which is otherwise antisocial conduct in relation to such other person.
- (2) The persons are-
 - (a) The prospective tenant,
 - (b) Any one of prospective joint tenants,
 - (c) A person visiting a house occupied by the prospective tenant or by a person who it is proposed will reside with the prospective tenant, and
 - (d) A person who it is proposed will reside with the prospective tenant.

- (3) In sub-paragraph (1)
- “antisocial”, in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance,
 - “conduct” includes speech, and a course of conduct must involve conduct on at least two occasions, and
 - “harassment” is to be construed in accordance with section 8 of the Protection from Harassment Act 1997 (c.40).

TEMPORARY LETTING TO PERSON SEEKING ACCOMMODATION

3. The house is to be let expressly on a temporary basis to a person moving into the area in order to take up employment there, and for the purpose of enabling that person to seek accommodation in the area.

TEMPORARY LETTING PENDING DEVELOPMENT

4. (1) The house is to be let to a person expressly on a temporary basis, pending development affecting the house.
- (2) In sub-paragraph (1), “development” has the same meaning as in section 26 of the Town and Country Planning (Scotland) Act 1997 (c.8).

ACCOMMODATION FOR HOMELESS PERSONS

5. The house is to be let to a person expressly on a temporary basis, for a period of not less than 6 months, in fulfilment of a duty imposed on a local authority by Part II (homeless persons) of the 1987 Act.

ACCOMMODATION FOR PERSON IN RECEIPT OF HOUSING SUPPORT

6. The house is to be let expressly on a temporary basis to a person-
- (a) To whom no other paragraph of this schedule applies, and
 - (b) Who is in receipt of a housing support service.

ACCOMMODATION IN PROPERTY NOT OWNED BY LANDLORD

7. The house to be let is leased by the landlord from another body and the terms of the lease preclude the letting of the house by the landlord under a Scottish secure tenancy.

TEMPORARY LETTING WHERE OTHER PROPERTY OWNED

- 7A. (1) The house to be let expressly on a temporary basis to a person pending the making of arrangements in relation to a property mentioned in sub-paragraph (2) which will allow the person's housing needs to be met.
- (2) The property is heritable property owned by the person or a person who it is proposed will reside with that person.