



Your guide to our. . .

Tenancy agreement

Explaining your tenancy agreement with us

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

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Glen Oaks Housing Association wants the house you rent from us to be your home and we will work with you to ensure you sustain your tenancy.

What is a tenancy agreement?

Your tenancy agreement is the document you signed at the start of your tenancy. It is a legal contract between you (the tenant) and Glen Oaks Housing Association (the landlord). Your tenancy agreement is an important document as it sets out the terms and conditions of your tenancy, both your and our rights and responsibilities.

We give all our tenants a Scottish Secure Tenancy or a Short Scottish Secure Tenancy. Your Housing Services Officer will have explained the individual terms of your particular contract before keys were issued. If you are unsure what type of agreement you have, please ask a member of our Housing Services staff.

Respect for others

By signing your tenancy agreement, you have agreed not to cause nuisance, harassment or annoyance to neighbours, our staff and contractors. This applies to all members of your household and not just you as the tenant.

Please see [Booklet 11 – Anti-social behaviour](#) for full details.

A copy of our “Unacceptable behaviour policy” is available on request; this defines behaviour that won’t be tolerated towards our staff.

Respect for the property and common areas

As part of your tenancy agreement, you must keep the property in good condition and prevent damage to fixtures and fittings. Common areas such as closes and back courts should be kept free from storage and rubbish. Vehicles should only be parked in designated areas.

If you cause damage to the property or common areas you will be responsible for the cost of the repairs. This can prevent you being considered for a transfer.

Please see [Booklet 12 – Repairs and maintenance](#) and [Booklet 14 – Moving house](#) for more details.

Permission to reside

When you sign your tenancy agreement, the Association will take details of every member in your household. If you wish for someone to reside with you, you should obtain prior permission.

Contact your Housing Services Officer for further details.

Security of tenure

A Scottish Secure Tenancy gives you security of tenure, which means you can keep your tenancy for as long as you want to, unless you break the conditions of the tenancy. The Scottish Secure Tenancy can only end in one of the following ways:

Written notice

When you decide to move home, we require 28 days notice in writing of when you intend to move. Please see **Booklet 14 – Moving house** for more information on the process.

Repossession

This is where the Association recovers the tenancy through the legal action process. This could be initiated on a number of grounds, the most common being an unacceptable level of rent arrears or persistent anti-social behaviour.

Abandonment

If we think you have abandoned the tenancy or left your home permanently, we will serve a notice on your home, which gives you 28 days to respond. If you fail to respond within this time we can enter your home and end your tenancy. If there is a security risk or danger to other tenants, we may enter before the 28 days are over.

Succession

Succession is where a tenant dies and the tenancy passes to another member of the tenant's family or carer who lived with them.

For further information about succession please speak to a member of the Housing Services Department.

Marital or relationship breakdown

If your relationship breaks down or your personal circumstances change, you may want to move permanently out of your home and ask us to transfer your tenancy to another member of your household. You can transfer your tenancy to someone else as long as the person has been living in the property as their only or main home for at least six months. The new tenant must be willing to accept responsibility for the tenancy and the property as it is.

You must tell us if you want to transfer the tenancy and get our permission in writing.

Sub-letting

Sub-letting is where you move out of your home temporarily and let it to someone else. Legally, you would still be our tenant and still have all your rights and responsibilities.

Under your tenancy agreement, the new temporary tenant becomes the "sub tenant". You must tell us that you want to sub-let your home beforehand and obtain our permission.

You should consider the following if you want to sub-let your home:

- You will still be the legal tenant of the property and will be responsible for making sure rent is paid on time.
- You will be responsible for the behaviour of your sub tenant, in and around your home.

- You must make a legal agreement between you and your sub tenant.
- You will be responsible for any damage the sub tenant causes to the property.
- It will be your responsibility to make sure that your sub tenant leaves when you want to return to your home, or if you intend to give up your tenancy.
- We would agree the amount of rent and service charges the sub tenant will pay for a fixed period. We will need to agree any changes to these charges.
- We will not give permission to sub-let your home if it means the property becomes overcrowded.

Lodgers

A lodger is a guest in your home who pays you rent. You would continue to live in the property and let a room out for rent. You cannot take a lodger in without permission in writing beforehand.

You should consider the following if you want to take in a lodger:

- You will need to declare any payments you receive if you claim, for example, Housing Benefit, because this will be classed as income.
- You will be responsible for your lodger's behaviour in and around your home.
- It is your responsibility to make sure that the lodger leaves when you want them to or if you want to end your tenancy.
- We will not give permission if it means the property becomes overcrowded.

Running a business from your home

Under your tenancy agreement, you are not allowed to run a business from your home. However, in certain circumstances we may be prepared to let you carry out certain business activities.

Joint tenancy

A joint tenancy is where you share responsibilities for the tenancy of your home with someone else.

Anyone who is not a tenant but lives in (or plans to live in) the property as their only or main home, can apply for a joint tenancy. You must get our permission in writing before someone can become a joint tenant with you.

This booklet is designed to provide you only with a summary of your tenancy agreement with us and we would highly recommend that you read your tenancy agreement in full.

If you have any questions regarding this booklet or your full tenancy agreement, please contact our Housing Services Department.

Contact Us

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Our office opening hours are:

Monday, Tuesday & Thursday: 9am - 5pm

Wednesday: 9am - 1pm

Friday: 9am - 4pm

Our office is closed for staff training from 1pm every Wednesday.



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