



## **General Information**

This section corresponds to your Tenancy Agreement and issues arising from it, with the exception of rent charges and maintenance responsibilities, which are dealt with in separate sections of this handbook.

### **YOUR TENANCY AGREEMENT**

All tenants of the Association have a Scottish Secure Tenancy. All registered Housing Associations and Councils grant this type of tenancy, which guarantees your rights by law and gives you security of tenure in your home. You have the right to a written Tenancy Agreement, which you should keep in a safe place.

The Housing (Scotland) Act 2001 provides a range of statutory rights and responsibilities, and along with many additional tenant's rights, this forms a contractual agreement with the Association.

Castlehill can only re-possess your tenancy under restricted circumstances – see Section 6 of your Tenancy Agreement. Full grounds on which we can seek to recover possession are stated in Schedule 2 of the Housing (Scotland) Act 2001, and a copy of this can be obtained through our office.

### **OCCUPANCY OF YOUR HOME**

Under the terms of your tenancy you are obliged to:-

- Use the property as your only or principal home.
- Inform us of all household members who reside in the property, or who move out of it – this includes children and carers.
- Let us know if you are to be away from home for 4 weeks or more.
- Seek re-housing if your home becomes overcrowded.

### **SUCCESSION OF TENANCY**

There are three levels of qualifications to a tenancy if the tenant or a joint tenant dies. In all cases a successor must have been already occupying the property as their main or principal home prior to the tenants death. For full details of who may qualify under these circumstances see Section 7 of your Tenancy Agreement.

Exceptions to these rights of succession are made where the property has been designed or adapted for people with particular needs and the person wishing to succeed does not require the particular facilities, -eg, sheltered housing or housing for wheelchair users. In such a case, a successor would be offered alternative suitable accommodation.

## **RIGHT TO A JOINT TENANCY**

You have the right to apply to have a joint tenant. The joint tenant must be someone who is not already a tenant of a property and who intends to live in the property, using it as their only or principal home. You should apply in writing to your Housing Manager if you wish to add a joint tenant to your tenancy.

When a joint tenant chooses to give up their share of the tenancy leaving someone in a house or flat too large for their requirements and that person wishes to move to smaller accommodation we will do our best to help with that request.

## **KEYS AND ACCESS TO YOUR HOME**

### **Keys**

The Association retains keys for all its properties for use in an emergency.

The keys are kept securely and strict policies and procedures prevent anyone other than authorised staff having access to the keys. The Police may only receive keys if they produce a warrant for entry to your home and a staff member will always be present.

We advise all tenants to keep a spare set of keys in a safe place or appoint a keyholder. However you should be very careful about who you hand out keys to and who has use of them. The Association asks tenants to complete a form with details of authorised keyholders. In the case of an emergency we would then know who to contact for access if you could not be reached.

The three reasons that the Association keeps keys are :-

- We can avoid damaging doors if we need access to the property in an emergency.
- We can provide you with access during office hours if you lose your keys or lock yourself out.
- We can give keys to maintenance contractors if you authorise repairs to be carried out when you are not at home.

Additional keys can be obtained for your home, by arrangement through our Maintenance department, or if you are in sheltered housing, through your

scheme manager. The cost for the blank key and cutting, if appropriate, will normally be charged to you. If a fob operates your door entry system, replacements can also be ordered from the Maintenance department

## **Access**

Under normal circumstances the Association will not take access to your home without your prior permission having been granted, except for the following reasons -

1. For essential maintenance and servicing of essential equipment eg. Gas boilers where you have been notified on at least two occasions of appointments but have failed to allow access or to make alternative arrangements for access times with the contractors or our office. Where this happens we will give you **at least seven days notice** of our intention to take access at a specific date and time.
2. In the event of an emergency occurring where we have cause to be concerned about the risk of fire, explosion or flood or we otherwise have serious cause for concern for your safety and well-being. In this event we will try our best to get in touch with you first through your known contacts.

If either of the above situations arise we will ensure that at least two people representing the Association take entry together and one of these people will be an officer of the Association. Details of why and when access was taken will be left for you.

## **HOUSHOLD INSURANCE**

You are **strongly advised** to protect your belongings by having an insurance policy for the contents and floor coverings of your home and to cover against public liability in case of you damaging other person's belongings. Castlehill insures the building itself.

## **COMMUNAL AREAS AND FACILITIES**

Unless Castlehill provide a cleaning service, you must regularly take your turn on a rota basis with neighbours in cleaning the communal stair and landing areas. If any difficulties arise with regard to cleaning responsibilities or use of the clothes drying areas, your Housing Officer will draw up a rota system.

## **REFUSE**

For safety and hygiene reasons refuse, furniture, prams, bicycles, must not be stored in the communal areas, except in designated stores. Where recycling facilities are provided please keep the receptacles in your property and leave

out for collection on the designated days. Bulk items can be uplifted by the Local Authority.

## **PETS**

The Association will usually grant permission for a small domestic pet to be kept, subject to it being kept under control at all times and not being allowed to cause a nuisance or danger to neighbours. Dogs should never be allowed to foul in the scheme and should be exercised away from the scheme.

In certain highly populated areas of Aberdeen City eg tenement properties, and some supported accommodation, permission cannot be given due to lack of suitable facilities for the animals. Exceptions would be made for guide/hearing dogs.

**If you wish to keep a pet you must first obtain written permission from the Association, via your Housing Officer.**

## **TELEVISION SERVICES**

The Association provides a television reception system within your home.

If you wish to erect a satellite dish (where not provided through a communal system), external television aerial or install cable television you must get permission in writing from the Association prior to doing this.

## **NEIGHBOUR RELATIONSHIPS**

The Association expects tenants to be considerate towards their neighbours and to try and avoid causing any disturbances or other anti-social behaviour.

In the event that any friction arises between you and your neighbours we encourage you to try and resolve the problem yourselves. Quite often people do not realise they are upsetting you and will remedy things without further recourse.

If however you do not feel able to deal with the problem yourself or if the disagreements continue you should contact your Housing Officer for further advice. We have a neighbour disputes procedure and will try to resolve situations as effectively as possible.

Usually by the intervention of the Association or independent mediators the situation can be resolved. In some cases, if the problem is too serious anti-social behaviour remedies will be considered and there may be no option other than to take legal proceedings against the perpetrator - see Section 3 of your Tenancy Agreement.

If you are threatened in any way or if a breach of the peace occurs you should contact the Police for advice and assistance.

## **RIGHT TO BUY**

All Scottish Secure Tenants are potentially eligible for the Right to Buy.

This right depends totally on their landlords' status – you will have been given information about your own and the Association's status at the start of your tenancy.

Because Castlehill is a charitable organisation – (a Registered Social Landlord with Charitable Status), under the Housing (Scotland) Act 2001 all our properties remain exempt from the Right to Buy and therefore **NO TENANT OF CASTLEHILL HOUSING ASSOCIATION HAS THE RIGHT TO BUY THEIR HOME.**