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Request for information about homes purchased by the Council at the Foxhall Gait development.

For context, a [housing emergency was declared in Edinburgh](#) in November 2023 due to significant pressures on the city's housing market, including homelessness rates and housing costs.

When did the Council approach Dandara with regard to the purchase of the additional properties and when did the sales become binding?

The Council were approached by the developer through an agent. A binding missive for the purchase of the homes was entered into on 28 March 2024.

Was the purchase a compulsory order by the Council or Scottish Government, given that the required 25% of the Development had already been given over to Social Housing?

No.

How was the number and location of the additional housing decided?

The Council were offered the houses to be purchased by Dandara.

What assurances were given, by the Council, as to the type of tenants that would be situated in the Development and standards of behaviours that would be acceptable?

The terms of the missives are commercially sensitive. All of the homes offered to the Council are or will be let through Occupancy Agreements, Short Scottish Secure Tenancy Agreements (SSST) or Scottish Secure Tenancy (SST) agreements which follow the model agreement published by the Scottish Government: [3 Respect For Others - Scottish secure tenancy: model agreement 2019 - gov.scot](#)

Were there any assurances of recourse for anti-social behaviours given?

No. Any anti-social behaviour should be reported to the Police and to the [Council's Locality Office](#). Further information on the enforcement measures that can be used can be found at [Antisocial behaviour – The City of Edinburgh Council](#).

Will the Tenant or the Council be responsible for the upkeep, maintenance and repair of the property and will they be held to the same standards as the rest of the Development as per Title conditions, in particular Section 29 of Burdens (page 75 of titles) - Reservations on use and for Preservation of Amenity:-

*29.10 Any Garden ground pertaining to a Unit shall be kept in a neat and tidy condition in all time coming and the garden ground lying to the front and to the side of any such unit shall only be used as ornamental garden ground and shall not be used for the drying of clothes.*

Each owner must abide by the Deeds of Conditions, and this includes the Council and Registered Social Landlords. Clause 2.11 of SST provides that there is a responsibility on tenants to take reasonable care of any exclusive garden.

Garden ground being used for ornamental use nor being kept in a neat and tidy condition.

As above