

**City of Edinburgh Council Scottish Secure  
Tenancy Agreement for Gypsy Traveller Site**

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## Section 1 - Introduction

- 1.1** This document is a Scottish Secure Tenancy Agreement between us, The City of Edinburgh Council, Place and you:

	(tenant/joint tenant) and
	(tenant)

- 1.2** We agree to rent you a pitch on the Travelling Persons Site on the terms and conditions in this Agreement and in the Statement. You will be entitled to place on the pitch Accommodation for your household only. The term accommodation will mean one caravan (irrespective of size) for single persons and couples with no dependants and two caravans for tenants with dependent children.

The pitch includes access to an amenity block and the fixtures and fittings contained therein and access to and 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 “pitch” in this Agreement. The term “common parts” is explained at paragraph 1.12. If you ask us, we will give you a more detailed description of the pitch and information relating to any common parts, and access to your pitch.

- 1.3** The full address of the pitch is:

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- 1.4** This Agreement will take effect from ..... This is regardless of the date on which this Agreement is signed. This Agreement will continue from ..... and after that on a fortnightly basis. There are different ways of ending the Agreement and these are described in Part 6 of this Agreement.

- 1.5** The rent is £..... every fortnight payable in advance by you on or before the first day of each rental period. The following periods are rent free. One fortnight during the Christmas Period and one fortnight at the end of March. You will be advised on a yearly basis of the dates concerned. This charge does not include electricity.

- 1.6** We may provide additional services in connection with the pitch. If this is the case, they will be set out in a separate document together with the cost of each of those services. That document will also state whether the services are optional or compulsory. That document forms part of this Agreement. It is a condition of this Agreement that you pay for those compulsory services. If you do not pay this amount we will be entitled to withdraw our services, in addition to other rights under this Agreement. If we withdraw the service, your obligations under this

Agreement remain the same. We may provide other services in connection with your Agreement.

- 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 28 days before** the beginning of the rental period when the change is to start. We will not normally change the rent or service charge more than once every twelve months. You have a right to a statement of our rent and service charge policy. See clause 7.3 for more details.
- 1.8** When you are shown the pitch and amenity block which have been allocated to you, the conditions under which you occupy and use the pitch and amenity block will be explained to you. These conditions are for the benefit and safety of all residents and visitors to the Site.
- 1.9** If you breach any of the conditions 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.
- 1.10** You can telephone us or write to us if you would like to know more about anything contained in this Agreement or the Statement. 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 (such as Shelter), Citizens Advice Bureaux, Tenants Associations, the Commission for Racial Equality, the Disability Rights Commission and the Equal Opportunities Commission or any locally based advice services active in Edinburgh. The Site Handbook lists such services active in Edinburgh.
- 1.11** If you want another copy of this Agreement or the Statement, we will provide one on request. If you want a copy of it in another language or another form (such as large text, Braille or audio), 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 and the Statement, which is binding on you and us.

## **1.12 Interpretation**

In this Agreement, the following words have the following meanings except where the context indicates otherwise.

- We/us/our – the Council.
- You/your – the tenant and any joint tenant.

- Tenant – includes any joint tenant.
- Neighbour – any person living in the Travelling Persons Site or locality.
- Neighbourhood – the locality of your pitch and the Travelling Persons Site.
- 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, paths, drying areas, entrance doors and doorways, yard, outhouses, bin areas, access road.
- Repair – See paragraph 5.1.
- Pitch – 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.
- Statement – document to be given to tenant as detailed in the Schedule to the Mobile Homes (Written Statement) (Scotland) Regulations 2013

**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 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;

#### **1.15 Joint and Several Liability**

If two or more people have signed this Agreement, they are jointly 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 Agreement: see paragraph 4.1 below.

## **Section 2 - Use of the Pitch and the Common Parts**

**2.1** You must move on to the pitch, occupy and use it solely as your only or principal site for your caravan. If we ask, you must tell us who is living in the caravan or mobile home. You should tell us as soon as there is a change in those who are living in your pitch. The tenant will be entitled to place on the pitch Accommodation for their household only. The term accommodation will mean one caravan (irrespective of size) in the case of single persons and couples with no dependants and two caravans in the case of tenants with dependent children.

**2.2** You, those living with you, and your visitors must take reasonable care to prevent damage to:

- the pitch;
- the fixtures and fittings of the amenity block;
- the common parts;
- your neighbours' property.

For example:

- before you leave the pitch unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your pitch;
  - you must tell us if you intend to go away for more than four weeks, and your pitch will be unoccupied during that time.
- k
- if your pitch is going to be unoccupied for any length of time, and there is a risk of water pipes freezing in the amenity block when you are away, you must tell us before you leave.
  - that you regularly check any battery driven smoke detectors provided by us.

**2.3** You and anyone living with you must not run any kind of business from the pitch. However, if you ask us, we may give permission. See paragraph 9.3 of this Agreement for more information about doing this. If we give permission, we may also increase your rent.

**2.4** You have the right on the conditions noted below to keep domestic pets. Domestic pet means, dog, cat, caged bird, fish, rodent, (such as hamster, gerbil or mouse), rabbit, small non-poisonous reptile (such as terrapin or tortoise). This does not include any other animal. You will be expected

in all circumstances to be responsible for any damage or nuisance caused by your pet(s).

**2.5** If you keep pets, you should note the following responsibilities and obligations in terms of this Agreement:

- 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 pitch, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts.
- we are entitled to require removal of the pet if causing nuisance or damage.
- you are responsible for cleaning up dog faeces.

**2.6** You must not use or allow the pitch 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** You must comply with any local arrangements for the use and sharing of the common parts. 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.

**2.8** You must take reasonable care of your pitch and 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 boundary bushes, hedges or trees without our written permission.

- 2.9** No property belonging to you or anyone residing with you or anyone visiting 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.
- 2.10** You must put all your household rubbish for collection in the bins provided. You must take reasonable care to see that your rubbish is properly bagged. Rubbish 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. If you miss your collection and your rubbish is not uplifted, you are responsible for ensuring it is appropriately stored within your pitch or disposed of at a Council Refuse Disposal Site. You must comply with the local arrangements for the disposal of large items (such as large electrical items).
- 2.11** No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on our land which may cause annoyance or disturbance to neighbours. The City of Edinburgh Council will have sole discretion in deciding on nuisance in such cases.
- 2.12** You are allowed to park a maximum of 2 motor vehicles or one vehicle and one caravan on the pitch.
- 2.13** For the safety of everyone the maximum speed allowed on the site is 5 m.p.h.
- 2.14** Vehicles are permitted on the site only for the purposes of allowing residents and visitors to get to or from a pitch.
- 2.15** 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.
- 2.16** If you require any part of the pitch and/or amenity block to be adapted to meet your needs, or the needs of a member of your family who resides with you, you must request this from us. We will consider your request and will not unreasonably refuse to make adaptations.

**2.17** If you wish to leave the pitch temporarily but want to come back to the same pitch, you can do so on having secured approval and on the following conditions:

- You must pay the rent in advance even when you are away from the pitch.
- You cannot be away from the pitch for more than **12 weeks in a year** and keep your pitch unless there are special circumstances and this has been agreed with us before you leave. If you are leaving the site for more than 4 weeks and are intending on returning within 12 weeks, then you must inform the Site Manager and complete the 12 weeks absence forms

## **Section 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 site and neighbourhood. Such people include residents, visitors, our employees, agents and contractors and those in your pitch.
- 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.
- 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, sound systems, 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 or to cause excessive noise;
  - allow visitors to your pitch to be noisy or disruptive;
  - use your pitch, or allow it to be used, for illegal or immoral purposes;
  - vandalise or damage our property or any part of the common parts or Site.
  - 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 pitch, site 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;
  - use or sell unlawful drugs or sell alcohol;
  - burn or dispose of cars / caravans, tyres or any other material on the site or the pitch;
  - store scrap metals or other materials for breaking on the pitch or the site.

**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 pitch;
- park any vehicle, caravan or trailer;
- carry out work to any type of vehicle, caravan or trailer;
- use or sell unlawful drugs or sell alcohol.

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 pitch or store in the pitch any type of firearm or firearm ammunition unless you have a permit and meet all current legislative requirements on storing guns and ammunition.

**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. 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 and timescales for responding to complaints is available from us.

**3.8** We will act fairly to you in all matters connected with your Agreement. 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.

## **Section 4 – Taking in a Lodger, Changing and Exchanging your Agreement**

### **4.1** If you want to:

- take in a lodger; OR
- carry out a mutual exchange; OR
- change your tenancy to a joint tenancy OR
- otherwise give up possession

**you must first get our written permission.** To do this, you must tell us in writing (we will provide you with assistance to do this):

- the details of the proposed change including who you want to give up possession to, take as a lodger or joint tenant or exchange with (and the pitch involved); AND
- when you want the lodging, giving up of possession or exchange to take place; AND
- in the case of taking in lodgers - the amount of rent and any other payments (including a deposit) you propose charging (if any).

If you want another person to be a joint tenant, both of you must apply to us in writing. The other person must use the pitch, or intend to use the pitch, as his or her only or principal home. We will not unreasonably refuse permission.

### **4.2** We will not unreasonably refuse permission for a joint tenant 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;
- in the case of taking in lodgers, the rent or deposit that you propose charging is unreasonable;
- we intend to carry out work on the pitch (or the amenity block which forms part of the pitch), which would affect the part of the pitch, 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 pitch. 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 pitch 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 pitch is not suitable for the needs of you and your family.

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 on the pitch 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 tenancy has abandoned the pitch, you should ask us to use our powers under paragraph 6.5 of this Agreement.

## **Section 5 – Repairs, Maintenance, Improvements and Alterations**

### **Repairs and Maintenance: Our Responsibilities and Rights**

- 5.1** In this Agreement, the word “repair” and “repairs” includes any work necessary to put the pitch and amenity block into a state which is wind and watertight, habitable and in all respects reasonably fit for human habitation and use.
- 5.2** Before the start of the Agreement, we will inspect your pitch and the amenity block to ensure that it is wind and watertight, habitable and in all respects reasonably fit for human habitation. If repair or other work needs to be done to bring the pitch and amenity block up to the appropriate standard, we will do so before the Agreement begins. We will notify you about any such work. We will advise you of any other repairs that will be carried out after your Agreement begins.
- 5.3** During the course of your tenancy, we will carry out repairs or other work necessary to keep the pitch (including the amenity block) in a condition which is habitable, 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 and within the timescales laid out in the “repairs policy”. If you are unhappy with the timescales for a repair or the standard of work in a completed repair, then Section 8 of this Agreement outlines the complaint procedure that you can follow.
- 5.4** We will carry out a reasonably thorough inspection of the common parts including amenity blocks and hard standings before your Agreement begins and on a regular basis thereafter (at least twice a year). We will take reasonable steps to remove any danger we find before you move onto your pitch. We will repair any other defect we find which will significantly affect your use of the common parts, or the pitch, within a reasonable period. During the course of the Agreement, 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 pitch or common parts, or to inspect, we will do our best to get it within 28 days. We may be unable to do non-emergency repairs until we get such permission.
- 5.6** We will:

- keep in a clean and tidy condition all parts of the site for which we are responsible
- keep in repair the structure and exterior of the amenity block;
- keep in repair and in proper working order, any installations in the amenity block provided by us for:
  - the supply of water and electricity,
  - sanitation (for example basins, sinks, baths, showers, toilets),
  - hot water heating,
  - space heating (for example central heating)
- Installations include those, which we own or lease which directly or indirectly serve the pitch.

We will not however be responsible for repair of any fixtures and fittings not belonging to us, which make use of 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 pitch at the end of the Agreement unless we have specifically agreed. Where a replacement of fixtures or fittings is necessary, we will do so using standard items only, which may not necessarily be like-for-like with the existing items.

**5.7** 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 cause.

We will inspect the installations for the storage and supply of water we are responsible for at the beginning of the Agreement and at reasonable intervals thereafter to ensure compliance with the Water Bye-Laws.

**5.8** Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your pitch. You are obliged in terms of this Agreement to repair any such damage. 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).
- 5.9** We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or in conjunction with our allocations policy offer equivalent permanent rehousing. Until that time, we will try to help you to get suitable temporary accommodation if the pitch is uninhabitable.
- 5.10** We have the right to come onto your pitch 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 14 days' notice in writing and will only enter a pitch between the hours of 9am and 6pm. We have the right of access to your pitch (including amenity block) in order to read meters, deliver post, lay wires, cables and pipes for the purposes of telecommunications, water, electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. We will also tell you in advance who will be coming to your pitch to carry out repair and maintenance work, other than for emergency repairs. 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 (i.e. fire, flood, interruption of mains services), we have the right to make forcible entry to your pitch and amenity block without notice.
- 5.11** We will maintain unused pitches in a clean and tidy condition. If we know that any pitch adjoining your pitch, 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 pitch being unoccupied. These steps may include, but are not limited to the following:
- ensuring that doors and windows in the amenity block are properly secured;
  - ensuring that the water and electricity supplies to the pitch are turned off where possible.
  - Any caravans which have been abandoned will be removed.
- 5.12** If we cause damage to the pitch or your amenity block 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. Such accommodation may be provided by another housing provider in Edinburgh. If you are moved temporarily, we will reimburse you for any reasonable extra expenses

you have as a result. You will be charged rent during this period but no more than you normally pay.

- 5.13** If we think that it is necessary to remove any property belonging to you from the pitch and / or the amenity unit or elsewhere in the site to allow repairs to be carried out, you must remove the caravan and / or property as soon as reasonably possible after we ask you to do so. If you do not remove the caravan and / or property, we will not be responsible for any damage or injury caused to you, any member of your household or visitor, your caravan or your property as a result of our being unable to carry out the repair. In carrying out our duties in respect of maintenance and repair, we will ensure compliance with the minimum site standards set out in the Scottish Government guidance on minimum site standards. We will also comply with the outcomes of the Scottish Social Housing Charter
- 5.14** 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**

- 5.15** You must report to us, as soon as reasonably possible, any damage to the pitch (including the amenity block), the common parts or loss or damage to our property. You can do this in person or by telephone. We can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside normal office hours. The repairs will be carried out by the Council. If you are responsible for the damage you will be charged for the repair.
- 5.16** You are responsible for taking reasonable care of the pitch and amenity block. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the pitch and amenity block in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs, which are due to fair wear and tear.
- 5.17** You are responsible with the other residents in the site for keeping the communal areas clean and tidy.
- 5.18** If we have delayed or failed to carry out certain types of repair, you may have 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 as set out in our current repairs policy; 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 OBTAIN INDEPENDENT PROFESSIONAL ADVICE BEFORE WITHHOLDING YOUR RENT. YOUR PITCH 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.

All repair work instructed by you must be done by a reputable firm and must conform to all current legislation. You must provide all invoices and proof of payment on request. We reserve the right to inspect and ask you to put things right if the repairs are not up to the required standard.

**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. Please ask us for details.

## **Alterations and Improvements**

**5.21** If you want to:

- improve the pitch and / or amenity block, the fittings or fixtures or communal areas;
- add new fittings or fixtures to the amenity block (e.g. bathroom / kitchen installations, fixed heaters, double glazing);
- move a mobile home on to your pitch (as an alternative to a caravan);
- decorate the outside of the amenity block;
- shed, greenhouse, fence, wall, dog run, mobile home or any other alteration or improvement.

you must 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 agreement. We also have the power to make a discretionary payment.

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

### **Home contents insurance**

**5.24** We do not cover your home contents as part of the tenancy agreement. It's a good idea to consider what a home contents insurance policy would cover you for to help you make an informed decision on whether you need one. Contents insurance is designed to help protect your possessions. No matter how careful you are, there's always a risk that your belongings could be broken, damaged or stolen so home contents insurance can help provide peace of mind should the worst happen.

### **Pay as you go Home Contents Insurance Scheme**

We have teamed up with Thistle Tenant Risks who provide specialist tenants contents insurance policies. The scheme is a specialist insurance scheme provided by Thistle Tenant Risks and all tenants living in social and affordable housing are eligible to apply.

If you are unsure whether this insurance policy is right for you, please contact the Council's Insurance Services: 0131 529 4399.

## **Section 6 - Ending the Agreement**

The Agreement can be ended in any one of the following ways.

### **6.1 By Notice**

You, together with any joint tenant, give us at least seven days written notice. You must tell us at the same time if you are married or if you live on the pitch 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 on the pitch with another person as husband and wife. If you do, their agreement may also be required.

OR

### **6.3 By Court Order**

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. Before we do so, we will first send you a written warning. We will also send that written warning to anyone else living with you who is a member of your family aged 16 or over, your spouse, cohabitee, sub-tenant, lodger, joint tenant, if we know about them. They will also have a right to take part in court proceedings. The following is a summary of the grounds for eviction:

- you owe us rent or you have broken some other condition of this Agreement;
- you, someone residing on the pitch, or anyone visiting it, has been convicted of using the pitch or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed on the pitch or the locality;
- the condition of the pitch or common parts, or any furniture we have supplied, has deteriorated because of the fault of you, your sub-tenant or somebody in your household;
- you, and your spouse or co-habitee, have been absent from the pitch for more than 20 weeks;
- we gave you this Agreement as a result of false information given by you in your application for the pitch;

- you, someone residing in your pitch, or anyone visiting it, has acted in an anti-social manner towards, or has harassed, someone else in the locality and it is not reasonable for us to transfer you to another pitch. In all the above cases, the sheriff must also be satisfied that it is reasonable to make an order for eviction;
- you or someone residing in your pitch has been guilty of a nuisance or annoyance in or in the neighbourhood of the pitch, or has pursued a course of conduct amounting to harassment of someone else in the locality and it is appropriate, in our opinion, to transfer you to another pitch;
- we intend to demolish or carry out substantial work to your pitch (or the Travelling Persons Site) within a reasonable time and that work cannot be done if you are still living there;
- we have leased your pitch from somebody else and that lease has ended or will end within six months;
- we want to transfer the pitch 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 pitch. The sheriff must also be satisfied that it is reasonable to grant the order;

OR

#### **6.4 By Abandonment by you**

We have reasonable grounds for believing that you have abandoned the pitch. In this case we may enter the pitch to make it secure. We will also give you at least four weeks notice that we believe that you have abandoned the pitch. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the pitch we may repossess it by service of another notice. You have a right to appeal to the sheriff against repossession within six months. We will secure the safe custody of any property found in the pitch and deliver to you any property that is found in the pitch. We have a right to make such a charge for this and to dispose of any property if you have not made arrangements for and paid for its delivery within a given period.

OR

- 6.5 Abandonment by a joint tenant** If we have reasonable grounds for believing that a joint tenant has abandoned the pitch, we may 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 pitch, we may serve another notice. This second notice will terminate that joint tenant's interest in the Agreement in not less than 8 weeks. That second notice will not however terminate the Agreement,

which will continue. The joint tenant has a right to appeal to the sheriff if we do this.

## **6.6 Termination by joint tenant alone**

A joint tenant may at any time end his or her interest in the tenancy of the pitch by giving seven days written notice to us and to the other joint tenant. That notice will not however terminate the Agreement, which will continue.

## **6.7 Before moving out of your pitch, you must do the following:**

- leave the pitch in a clean and tidy condition
- remove all your belongings
- make sure any lodgers or sub-tenant's leave with you
- allow us access to your pitch (including the amenity block) before you move out, at reasonable times, to show prospective tenant's round
- hand in your keys to the Site Manager / or local housing office
- remove any fixtures and fittings you have installed without our written permission and put right any damage caused
- 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
- do the repairs you are obliged to do
- give us a forwarding address.

## **Section 7 - Information and Consultation**

**7.1** You are entitled, under the Data Protection Act 1998 to inspect personal information held on your housing files. We will provide photocopies of this information on request. We may make a charge in accordance with current legislation for this service. 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 application free of charge.

**7.2** We will publish an annual report on our site management and performance, which you may obtain from us on request. We will give you information about our complaints procedure.

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

- the terms of your Agreement
- information regarding services for which you pay us, including charges for gas and electricity
- our policy and procedures on setting rent and service charges including information around how we achieve value for money;
- our policy and rules about:-
  - admission to the pitch waiting lists
  - allocations
  - complaints
  - transfers of tenants between pitches
  - exchanges of pitches between our tenants, and of other landlords,
  - repairs and maintenance
- our tenant participation strategy;
- our arrangements for taking decisions about housing management and services;
- any other appropriate policy you may enquire about.

**7.4** We will consult you about making or changing:

- policies regarding housing / site management (including where significant changes to your site are being considered), repairs and maintenance if the proposal is likely to significantly affect you;
- proposals for changes in rent and service charge where they affect all or particular tenants (and you are to be affected);



- proposals for the sale or transfer of your pitch to another landlord
- decisions about the information to be provided relating to our standards of housing / site management and performance
- performance standards or targets in relation to housing / site management repairs and maintenance and reports documenting our performance in relation to these standards or targets
- 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.

## **Section 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 our complaints procedure. The procedure for complaining can be found in the Site Handbook or on request from us.

**8.2** If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the Scottish Public Services Ombudsman. You may also wish to take advice from an independent source such as a law centre, solicitor, housing advice centre (such as Shelter), 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 INDEPENDENT PROFESSIONAL ADVICE BEFORE WITHHOLDING YOUR RENT. YOUR PITCH 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.**

## **Section 9 - General Provisions**

### **9.1 Right to Buy**

You **do not have the right to buy your pitch and amenity block.**

### **9.2 Management Services**

You have the right, together with others in a tenant management co-operative, to seek to exercise 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 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.

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 or exchanging the pitch or creating a joint tenancy (see Section 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 will 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 appeal using our appeals procedure, in the first instance, before making an appeal to the sheriff court.

If the request for permission is about alterations or improvements etc. to the pitch (see Section 5 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, you have the right to appeal. You can appeal against a refusal or the conditions we have attached using our appeals procedure, in the first instance, before making an appeal to the sheriff court.

If the request for permission is about changing the terms of the Agreement relating to your use or enjoyment of the pitch (see paragraphs 2.3 and 2.14)

and we refuse permission, you have a right to appeal using our appeals procedure, in the first instance, before making an appeal to the sheriff court.

#### **9.4 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 local site office or any other office. If we want to send you any document, 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 otherwise.

#### **9.5 Completion of this Agreement**

By signing below, you are completing a legally binding contract committing you to all of the terms of this Agreement. This Agreement does not terminate any existing Agreement. The terms and conditions of this Agreement replace the terms and conditions under any other Agreement that you had with us, immediately before this Agreement came into effect, in relation to the pitch.

Signed for The City of Edinburgh Council:

Name:

Witness Name:

Witness Signature:

Witness Address:

Date:

Signed by Tenant/Joint Tenant:

Witness Name:

Witness Signature:

Witness Address:

Date:

Signed by Tenant/Joint Tenant:

Witness Name:

Witness Signature:

Witness Address:

Date:

Signed by Tenant/Joint Tenant:

Witness Name:

Witness Signature:

Witness Address:

Date: