

MINUTE OF AGREEMENT

between

YOKER HOUSING ASSOCIATION LIMITED

(which is a registered Charity with the Office of the Scottish Charity Regulator, Scottish Charity Number SC036604, and is registered with the Scottish Housing Regulator and whose registered office is at 2310 Dumbarton Road, Glasgow, G14 0JS)

hereinafter referred to as “the Association”

and

[NAME OF OWNER]

who owns the property at

[OWNERS ADDRESS]

hereinafter referred to as “the Owner”

1. INTRODUCTION

1.1 The Association agrees to grant the Owner temporary occupation of its flat at:

[DECANT ADDRESS]

(hereinafter referred to as “the Temporary Accommodation”)
whilst the property at:

[OWNERS ADDRESS]

(hereinafter referred to as “the Premises”)

are undergoing improvement works as co-ordinated by the Association. The period of let shall be the period of the works contract affecting the Premises, at this time estimated to be approximately **[DURATION]** weeks.

1.2 The tenancy will start on **[DATE OF ENTRY]** (entry date). This is regardless of the date on which the Agreement is signed. The Agreement will continue from the entry date until the completion of the improvement works co-ordinated by the Association.

1.3 Where the Temporary Accommodation is an improved property, a calendar monthly rent will be charged in advance and will be payable on or before the 1st day of each calendar month. The **total** monthly sum payable at this time is **£[RENT]**

1.4 The rent includes a monthly service charge for the following compulsory services:

[SERVICE CHARGES]

1.5 The rent does not include council tax or any other burden imposed by the local authority or water authority. You are separately responsible for all such charges. In the event of you failing to meet these obligations and the Association being held liable, the sum charged will be recoverable from you by the Association.

1.6 If any variation to the services becomes necessary, the Association will consult with the Owner(s) on the proposed changes. The Association is 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 charge is to start.

1.7 The rent payable and any service charge under the agreement will be reviewed in accordance with the Association’s rental policy. We will not normally change the rent or service charge more than once every twelve months.

2. USE OF THE HOUSE AND THE COMMON PARTS

- 2.1 The Association is not offering the Temporary Accommodation for occupation on any basis other than as decant accommodation for the Owner(s) or those who usually reside at the Premises. No other persons shall be permitted to reside in or make use of the Temporary Accommodation at any time.
- 2.2 The Owner(s) agree that the occupation of the Temporary Accommodation is only on a temporary basis for the period necessary to complete the works at the Premises or until the contract is aborted.
- 2.3 The Owner(s) agree that they, those residing at the Temporary Accommodation, and their visitors will take reasonable care to prevent damage to:
- The house;
 - Decoration;
 - The Association's furniture;
 - The fixtures and fittings;
 - The common parts;
 - Adjacent or adjoining property.
- 2.4 Where appropriate the Owner(s) or those residing at the Temporary Accommodation, shall take their turn, in rotation with other occupiers in the building of which the Temporary Accommodation is part, in sweeping and washing the common close, stairs and landings and washing the front and rear close doors and stair case windows.
- 2.5 The Owner(s) or those residing at the Temporary Accommodation shall not allow any pet or domestic animal kept at the Temporary Accommodation to cause a nuisance. No dogs are allowed into the backcourt area. No pigeons shall be kept in the Temporary Accommodation.
- 2.6 No property belonging to the Owner(s) or those residing within or visiting the Temporary Accommodation, 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.
- 2.7 The Owner(s) or those residing within the Temporary Accommodation must put all 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. The Owner(s) must ensure that all residents of the Temporary Accommodation comply with the local arrangements for the disposal of large items (such as large electrical items).

3. INSURANCE

- 3.1 The Association has the Temporary Accommodation covered under a Building Insurance policy but this **does not include** insurance cover for loss or damage to any of the contents placed within the Temporary Accommodation. This remains the responsibility of the Owner(s) who should notify his / her / their insurers accordingly.

4. RESPECT FOR OTHERS

- 4.1 The Owner(s), those living with and those visiting the Owner(s) 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.
- 4.2 '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.

4.3 In particular Owner(s), those living with and those visiting the Owner(s) 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 the house, or allow it to be used for illegal and immoral purposes;
- Vandalise or damage our property or any parts 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, sexuality, disability, age, religion or other belief, or other status;
- Use or carry offensive weapons;
- Use or sell unlawful drugs or sell alcohol.

5. REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

5.1 Before the start of the Agreement, the Association 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, the Association will do so before this agreement begins.

5.2 During the course of the Agreement, the Association will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other aspects, reasonably fit for human habitation. The Association 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.

5.3 The Association 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.
- 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. The Owner(s) must provide the Association with access when required in order for such inspections to be carried out.

5.4 The Owner(s) must take reasonable care of the Temporary Accommodation ensuring that the property is kept clean and properly heated and ventilated. The Owner(s) shall be held responsible for any damage caused by negligence or carelessness.

5.5 The Owner(s) must report to the Association, as soon as reasonably possible any damage to the house or common parts. You can do this in person or by telephone. The Association operates an emergency telephone service outside office hours.

5.6 Access shall be made available for the Association, or any person authorised by the Association, at reasonable times of the day to enter and inspect the dwelling and to carry out any repairs or maintenance required. The Association will normally give at least 24 hours notice of access being required, except in the event of an emergency when access will be given immediately. If you refuse entry, the Association may raise legal proceedings with a view to gaining access to the property. Such action would include a claim for legal expenses incurred by the Association.

- 5.7 The Owner(s) must not attach any aerial or satellite dish to the fabric of the building, the interior of your house or to any fixture or fitting that the Association has provided. The Owner(s) must not place or attach any aerial or satellite dish within the common areas. The Association is entitled to remove any aerial or satellite dish erected by you and will recharge any costs incurred to the Owner(s).
- 5.8 The Owner(s) must get written permission from the Association if they want to alter, improve or enlarge the house, or add or remove fixtures or fittings to the Temporary Accommodation.

6. VACATING THE PROPERTY

- 6.1 The Owner(s) agree(s) that upon handover of the Premises from the Contractor, arrangements will be made to vacate the Temporary Accommodation and return to the Premises.
- 6.2 The period allowed to the Owner(s) to vacate the Temporary Accommodation shall be a maximum of three weeks. In exceptional circumstances an extension to this period may be granted by the Association. This period will run from the date on which the property, in which the Premises is situated, is officially released by the Contractor.
- 6.3 Should the Owner(s) fail to vacate the Temporary Accommodation within the period permitted, the Association reserves the right to levy a charge of £[LEVY CHARGE] per calendar month for use of the Temporary Accommodation from the date of handover until the Temporary Accommodation is vacated.
- 6.4 The Owner(s) understand(s) that if the Temporary Accommodation is not vacated voluntarily within the time limits stated above, the Association reserves the right to seek an order for re-possession of the Temporary Accommodation through the Sheriff Court. Such action would include a claim for legal expenses incurred by the Association.
- 6.5 At the end of the Owner(s) occupation of the Temporary Accommodation, the Owner(s) must return all sets of keys for the Temporary Accommodation to the Association and leave the property clean and completely cleared of furniture and any other household or personal possessions.

7. TERMINATION OF AGREEMENT

7.1 By Notice

If the Owner(s) wish(es) to vacate the Temporary Accommodation during the period to which the Agreement relates, they must give the Association at least twenty eight days written notice. The Owner(s) will be liable for rent during the termination period.

7.2 By Death

In the event of the Owners death, the Agreement will be terminated. Members of the Owners household may be able to continue residing at the Temporary Accommodation for the remaining period of the Agreement.

7.3 By Abandonment by the Owner

Should the Owner(s) leave the Temporary Accommodation unoccupied, and the Association has reasonable cause to believe that they do not intend to reoccupy the Accommodation within the period of time to which the Agreement relates, the Association will give 4 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, the Association may repossess it by service of another notice. The Association will secure the safe custody and delivery to the Owner(s) of any property which is found in the house. The Association will have the right to make a charge for this and to dispose of any property if the Owner(s) have not made arrangements for its delivery within a given period.

7.4 Before moving out of the Temporary Accommodation the Owner(s) must do the following:

- Leave the house in a clean and tidy condition;
- Remove all personal belongings
- Allow the Association access to the house, before you move out, to show prospective tenants round;
- Hand in all sets of keys to the Association's office;
- Remove any fixtures and fittings you have installed without our written permission and put right any damage caused;
- Check to make sure that you have made all payments due to the Association;
- Leave the house in good decorative order.

(Write in block capitals except for signatures)

Signed by the Owner(s)

.....

 (Date)

Witness

..... (Signed)
 (Name)
 (Address)
 (Date)

Place of signing

.....

Place of signing

.....

Signed on behalf of the Association

.....
 (Date)

Second Witness (if required)

..... (Signed)
 (Name)
 (Address)
 (Date)

Place of signing

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Place of signing

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