

Your Tenancy

A summary of your rights and responsibilities as a Scottish Secure Tenant is detailed below. If you are a joint tenant with another person, you both have equal rights and responsibilities.

Your Tenancy Agreement

Your rights and responsibilities, as defined by the Housing (Scotland) Act 2014, are outlined in your Scottish Secure Tenancy Agreement. The Tenancy Agreement is a legal contract between you and Hanover and you will be given a copy of the Tenancy Agreement to keep.

If you need further information on any aspect of your tenancy, please ask development employees or your Housing Officer.

Your Rights as a Scottish Secure Tenant

Security of Tenure

As a Scottish Secure Tenant, you have security of tenure. This means that you cannot be evicted from your home without a Court Order.

The Right to a Joint Tenancy

People who are not tenants but who occupy (or intend to occupy) the house as their only or principal home can apply for a joint tenancy. Hanover must agree to this unless we have reasonable grounds for not doing so.

The Right of Succession

If you die, then certain people living with you have rights to take over your tenancy. Full details are listed in Hanover's Policy on Succession, which you can obtain from your Area Office.

Subletting

There may be some situations such as foreign travel when you will be away from your home for a long period of time. You may consider subletting your home to another person.

You must apply in writing to us for consent to sublet. We must be satisfied that the person moving into your house meets our Allocation Policy criteria.



Transferring Your Tenancy Rights to Another Person

It is only on rare occasions that you may want to transfer the rights of your Tenancy Agreement to someone else. This is known as assignation. We will consider written requests for consent to transfer your tenancy to another person.

If we agree to your request, you and the assignee (incoming tenant) will sign a Deed of Assignment, a legal document detailing the terms of the assignment and give us a copy.

Mutual Exchanges

We will consider written requests for consent for tenants to carry out a mutual exchange with tenants of Hanover or another Registered Social Landlord.

You can obtain a copy of our Policy on Assignation, Subletting, Taking in a Lodger and Mutual Exchanges and the Allocations Policy from your Area Office.

The Right to Buy Your House

As Hanover has charitable status, the Right to Buy does not apply to our tenants.

Alterations

You can make alterations to your home only after receiving written permission from Hanover. Such alterations include additions or modifications to the interior or exterior of the property.

You must ensure that you have obtained all other relevant approvals, such as planning permission or a building warrant before progressing. We must also be satisfied that you will use competent contractors.

You are responsible for the internal decoration of your home and do not need to notify us of any such work.

Compensation Payable for Alterations

If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy. Please contact your Area Office for further details.

If you carry out any alterations or improvements without our permission, we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work.

Ending your Tenancy

Your tenancy can only be ended in one of the following ways:

- by you giving at least 28 days' written notice;
- by written agreement between you and Hanover;
- by us obtaining a court order to recover possession of the house;
- by us taking action because you have abandoned the house;
- by your death, if the tenancy does not pass on to someone else;
- where you are the subject of an Anti-Social Behaviour Order and your tenancy is converted to a Short Scottish Secure Tenancy.

You can find more information in **Section 6 of your Tenancy Agreement**.

Your Responsibilities as a Tenant

As a tenant you also have responsibilities for ensuring that you occupy the house and that it is maintained appropriately. These responsibilities are covered in detail in your Scottish Secure Tenancy Agreement.



Our Responsibilities as a Housing Association

Hanover has certain responsibilities towards you and your home. Some of these responsibilities are detailed below.

Repairs and Maintenance

We are required to keep your house in good repair (see the Repairs & Maintenance Section).

We would normally give you at least 24 hours' notice before undertaking routine maintenance. However, in the event of an emergency, we would appreciate your co-operation to allow us emergency access.

We will also undertake to keep any common parts of the development used by yourself or our visitors in reasonable repair and decorative order.



Changing the Conditions of Your Scottish Secure Tenancy

Your Tenancy Agreement can only be changed if:

- you and Hanover both agree in writing to change it;
- we tell you in writing that there will be a change to your rent or service charge at least four weeks before the beginning of the rental period when the change is to start.

Rent, Service Charges & Heating Charges

The Scottish Secure Tenancy Agreement permits us to make changes to your rent, service and heating charges (see the Section on Rent and Service Charges and Paragraph 1.7 of your Tenancy Agreement).

We will consult with you about any proposed increase in rent or service charge and will take account of your opinions before we make our decision.

We will tell you in writing, giving at least four weeks' notice of any changes.

We will not normally change the rent or service charge more than once every twelve months. You can obtain a copy of Hanover's policies on Rent and Service Charges from your Area Office.