

Responsibilities

Candidate Name:

SCN:

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Responsibilities of tenants and landlords

This section covers your responsibilities and those of your landlord. Other parts of the pack cover your rights.

Tenant's main responsibilities

You have certain responsibilities as a tenant. Please read your tenancy agreement for more specific information but the following list of responsibilities will apply to most tenancies.

- To occupy the property as your main home.
- To pay your rent in full and on time.
- To contact your landlord immediately if you are having difficulty paying the rent.
- Not to cause damage to the property, fixtures, fittings or furniture belonging to the landlord and not to allow members of your household or visitors to do so.
- To read and comply with your tenancy agreement as regards its policies on smoking in the property, keeping pets etc.
- Not to make alterations to the property without getting your landlord's written permission first.
- To report promptly the need for any repairs to the landlord.
- Not to cause disturbance, nuisance or annoyance to neighbours and not to allow your visitors to do so.
- To allow the landlord access to the property to inspect it or carry out repairs after giving sufficient notice.
- To give your landlord written notice when you wish to end the tenancy.
- To maintain any communal areas if the maintenance is not included in your rent.
- To put out bins and recycling caddies for collection.

Landlord's main responsibilities

- To give you their name and address.
- To give you a tenancy agreement.
- To respect your right to peace and quiet in the property.
- To give proper notice before entering the property.
- To meet gas, electricity and other safety requirements in the property.
- To maintain the property's structure and exterior.

- To follow the correct legal procedures if they want you to leave.
- To register with their local council.
- To have an Energy Performance Certificate for the property.
- To allow adaptations for disabled people, within reason. Your local council may be able to provide support through the 'scheme of assistance'.
- To ensure the property meets the Repairing Standard.
- To take action to address any antisocial behaviour by their tenants in and around the property.
- To register any deposit with an approved tenancy deposit scheme.
- To give you a Tenant Information Pack.

Role of letting agents

If a letting agent acts for your landlord, they may be responsible for arranging your tenancy's day-to-day maintenance and repairs, and taking your rent payments. However, your contract is with your landlord. This is why your landlord's name and address must appear on your tenancy agreement.

Any legal action arising from your tenancy (for example, over the return of your deposit) would be raised against your landlord, not the letting agent. Also, your landlord is legally responsible for ensuring that all safety regulations are met.

Tenancy fees

It is against the law for a landlord - or a letting agent acting on their behalf - to charge or receive any premium or require the making of any loan as a condition of granting, renewing or continuing your tenancy. The landlord or their letting agent may charge only rent and a refundable deposit of two months' rent at the most.

The meaning of 'premium' includes any fine or other sum and what the law calls any other 'pecuniary consideration' (e.g. money that has to be paid in the present or in the future). It includes a service or administration fee or charge. It excludes, however, charges connected to the UK Government's Green Deal that are attached to a privately rented property. More information on the Green Deal can be found at www.scotland.gov.uk/tenant/info/forms.

Harassment and unlawful eviction

If your landlord tries to physically remove you from the property without a court's permission, they are committing a criminal offence regardless of the circumstances. Your landlord must follow the formal legal process set out to recover possession of their property. If you do not leave voluntarily, the landlord must obtain a Decree for Eviction from the Sheriff Court. If the landlord obtains such a decree, the actual eviction must be done by Sheriff Officers, not the landlord or their agents.

If your landlord has physically removed you from your rented home or threatened to do so, you should report the matter to the Police.

As a tenant of a privately rented property, the law protects you against harassment and unlawful eviction in two ways:

- by making harassment and unlawful eviction criminal offences, and
- by enabling you to claim damages through the courts.

The law against harassment applies to everyone living in residential property. This means the law protects you whether you have a full tenancy or some other right of occupation or occupancy agreement. It applies if your landlord personally harasses or evicts you unlawfully, or if somebody else does it for them. Related to this, your landlord has no right to use retained keys to enter the property without your permission, except in an emergency.

The Scottish Government booklet 'Protection against Harassment and Unlawful Evictions' (www.scotland.gov.uk/tenant/info/forms) provides full details of private tenants' rights on these matters.

Tenancy deposit schemes

A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Government to hold and protect your deposit until the landlord needs to repay it at the end of the tenancy.

How do tenancy deposit schemes work?

All landlords who receive a deposit, and who must register in the local council's register of landlords, must comply with the tenancy deposit scheme regulations. Your landlord must give you information on the circumstances in which they may withhold your deposit and give you details of the scheme protecting it.

Once you pay the deposit to your landlord or letting agent, your landlord must give it to an approved deposit scheme to hold in a designated account. Your landlord must ensure the deposit remains with an approved scheme until it is due to be repaid after the end of the tenancy.

You may apply to a Sheriff Court for sanctions against your landlord for failing to comply with the regulations. If the Sheriff decides your landlord has failed to comply, they can order the landlord to pay you up to three times the deposit amount. They may also order that your landlord sends the deposit to an approved scheme or provides the missing information.

How will I get my deposit back at the end of a tenancy?

Your landlord should apply to the scheme for repayment of the deposit after the end of the tenancy, giving details about how much of the deposit should be repaid to you. If this does not happen, you can also apply for repayment.

The scheme will write to you, asking you to say whether you agree with the landlord's application, or whether you wish to dispute the amount. If you agree with the landlord's application, the scheme will repay the deposit accordingly.

If you disagree with the amount of deposit your landlord has applied for, you can ask for the dispute to be referred to an independent adjudicator. Before this can happen, the scheme must be sure you have tried to resolve the dispute with your landlord. The adjudicator will decide how the deposit should be repaid, based on evidence from you and your landlord.

How long will it take to get my deposit back?

If you agree with the landlord's application, the deposit will be repaid in five working days. The return of deposits may take longer if the amount is disputed or if one of the parties cannot be contacted or does not cooperate.

Antisocial behaviour - tenant and landlord obligations

Tenants

Everyone has the right to live safely and peacefully without worrying about being annoyed or harassed. Antisocial behaviour means behaviour that causes or is likely to cause fear, alarm or distress. If you act in a way that causes nuisance or annoyance and stops people enjoying the peaceful occupation of their home, this may be considered antisocial behaviour. These actions include, but are not limited to:

- persistent, excessive noise;
- verbal or physical abuse of neighbours;
- racial or sexual harassment;
- vandalism in the neighbourhood or damaging neighbours' property; or
- drug abuse or selling drugs.

You are also responsible for the behaviour of family or friends visiting your property. Your landlord may take action against you if you have broken a clause in the tenancy agreement which refers to antisocial behaviour.

If you are affected by other people's antisocial behaviour, you should keep a written record of the incidents, with dates and times. Depending on the seriousness of the situation and how badly it affects you, you should contact the Police or you're nearest Citizens Advice Bureau. Your local council's Antisocial Behaviour Team should also be able to give you more information on these issues.

Landlords

Landlords also have a responsibility to prevent their tenants behaving in an antisocial way in and around their homes. This means that if tenants are acting in a way that causes or is likely to cause alarm, distress, nuisance or annoyance to anyone living near their home, the landlord must take action. Steps landlords can take include:

- investigating complaints about their tenants' behaviour;
- writing to tenants to explain that their behaviour is causing concern and asking them to modify it;
- giving advice on noise reduction;
- asking the council to apply for an Antisocial Behaviour Order for the tenants;
- going to court to get an interdict to prevent the tenants behaving in a certain way; and
- threatening to evict the tenants.

If a landlord's attempts fail, they can ask the council for help to address the antisocial behaviour.

However, if a landlord does not try to stop the antisocial behaviour, the local council can serve an Antisocial Behaviour Notice on the landlord ordering them to take specific action to deal with the problem. If the landlord does not do what the Antisocial Behaviour Notice says, the council can ask a court to stop rent payments to the landlord and give the council control of the property.

Top 10 tips to make your home a safe home

1. Fit a smoke alarm and check it regularly.
2. Make a fire action plan so that everyone in your house knows how to escape in the event of fire.
3. Take care when cooking with hot oil and think about using thermostatically controlled deep fat fryers.
4. Never leave lit candles unattended.
5. Ensure cigarettes are stubbed out and disposed of carefully.
6. Never smoke in bed.
7. Keep matches and lighters away from children.
8. Keep clothing away from heating appliances.
9. Take care in the kitchen! Accidents whilst cooking account for 59% of fires in the home.
10. Take special care when you are tired or when you've been drinking. Half of all deaths in domestic fires happen between 10pm and 8am.

The following questionnaire is based on what you have read in this module. Please answer all of the questions;

1. Identify two responsibilities of a tenant.

.....
.....

2. Identify two responsibilities of a landlord.

.....
.....

3. How long does it take to get your deposit back from a landlord after you end your tenancy?

.....
.....

4. Give two examples of what is considered to be Anti-Social Behaviour.

.....
.....

5. Identify two ways to keep your home safe.

.....
.....

Signed.	Candidate:	Assessor:	Date:
Print	Candidate:	Assessor:	