

## SHORT SCOTTISH SECURE TENANCY (SSST) - PROCEDURE

### 1.0 INTRODUCTION

- 1.1 This procedure describes the circumstances when we will grant a Short Scottish Secure Tenancy (SSST) instead of a full Scottish Secure Tenancy (SST).
- 1.2 This procedure supports our [Allocations Policy HM01](#).

### 2.0 BACKGROUND

- 2.1 The SSST was introduced by Section 34 of The Housing (Scotland) Act 2001 (the Act). It differs from the full SST in that there is:
  - limited security of tenure;
  - no right to buy;
  - no succession rights.
  - Part 2 of The Housing (Scotland) Act 2014 extends the grounds to include other areas of anti-social behaviour.
- 2.2 A full SST should be offered wherever possible. Therefore, when an applicant appears to fall into one of the categories which would allow an SSST to be offered, an assessment should be carried out, and recorded, to confirm that this is the most appropriate course of action in that particular case.
- 2.3 This will be most relevant where an SSST is being considered for a prospective tenant who requires support, especially in the early stages of the tenancy, to help them become established and to help in ensuring that they will be able to sustain the tenancy.

It should be noted that where the tenancy support is intended to be temporary but the let of the property is intended to be permanent, then the intention of the 2001 Act is that a full SST should be offered. Where the let of the property is intended to be temporary, then an SSST may be offered.

- 2.4 The SSST must be given for a minimum period of not less than 6 full months in the first instance, e.g. 1 January to 1 July (not 30 June). The SSST will normally be granted for periods from 6 to 12 months in the first instance.

The SSST can be continued either by agreement between ARK and the tenant, or by what is known as tacit relocation (silent renewal) – i.e. where no specific action is taken and the tenant is allowed to continue for the same period as initially granted (see section 5).

## Grounds for granting an SSST

- 2.5 The grounds for granting an SSST are set out in Schedule 6 of the Act a (see Appendix 1 for full details and any qualifications). There are 8 grounds:
1. Previous anti-social behaviour (see also section 7 of this procedure);
  2. Or 2A Anti social behaviour order (see also section 7);
  3. Temporary letting to a person seeking accommodation;
  4. Temporary letting pending development of the principal home;
  5. Temporary accommodation for homeless persons;
  6. Accommodation for persons requiring housing support services;
  7. Accommodation in property not owned by the landlord;
  8. 7A To Homeowners, allowing them time to sell the property.
- 2.6 ARK will normally only use Ground 6 when we have been approached by a support provider organisation who have requested that an SSST be offered. When meeting with the applicant and their support worker, the Housing Services Officer (HSO) will explain clearly that the reason for granting an SSST is to ensure that the required support is in place and that the tenancy is operating satisfactorily.
- 2.7 Where a property is used on a shared basis for short-term lets, the HSO must check whether an SSST or an Occupancy Agreement will apply.

## 3.0 ACTION PRIOR TO GRANTING AN SSST

- 3.1 The HSO will complete the Proposed SSST Form (Appendix 2) with the required details, specifying that a Section 34 Notice (Appendix 3) is to be issued and the ground that applies, and will pass the form to the Head of Housing Services (HOHS) for authorisation.

**For the tenancy to be recognised as an SSST it is a legal requirement that the applicant is issued with the Section 34 Notice and that they sign it before they sign their tenancy agreement.**

- 3.2 Following authorisation, the HSO will produce the offer of accommodation letter (Appendix 4), the relevant Section 34 Notice and a summary SSST (Appendix 5).

There are 8 pre-prepared Notices, each one specifying one of the grounds. The HSO will select the appropriate version and enter the required details, i.e. the name(s) of the proposed tenant(s), the address of the property, the number of months and, if relevant, the name(s) of any agent(s). With regard to Ground 2, also included will be the name(s) of anyone served with an ASBO.

- 3.3 Where there will not be enough time for the proposed tenant to read the full SSST before signing, the HSO will also send a copy of the SSST with the rent etc. details entered, along with the Section 34 Notice.
- 3.4 The HSO will produce the required number of copies of the Section 34 Notice etc., according to the information on the form, and will save a copy on the system with the offer letter.

- 3.5 A copy will be sent to the applicant with the offer letter and summary SSST. Where a support provider is involved a second copy will be sent to the relevant person in that organisation, with a copy of the offer letter.
- 3.6 In the offer letter the applicant will be advised:
- to read the notice and the draft SSST carefully, as the notice will have to be signed before they sign their tenancy agreement;
  - that they may appeal to the Sheriff if they feel that the tenancy offered should be a full SST and not an SSST.

#### **4.0 THE SSST AGREEMENT**

##### **Tenancy Agreement**

- 4.1 The HSO will ensure that the separate tenancy agreement for an SSST is used and that the correct details are included. The HSO will make up a new tenant's pack as normal before the sign-up date.

An additional copy of the tenancy agreement will be produced if a support provider is involved.

##### **Signing the Tenancy Agreement**

- 4.2 The arrangements for signing an SSST are the same as for the full SST. As part of the sign-up process the HSO will ensure that the tenant signs the declaration that they have received the Section 34 Notice before signing their tenancy agreement.
- 4.3 The HSO will ensure that the household composition information has been recorded and filed with the tenancy agreement, as this information will be required if or when it is time to terminate the tenancy.
- 4.4 Where a support provider is involved, the HSO will ensure that the relevant person receives a copy of the signed tenancy agreement and that their name is recorded on the system along with the tenant's name.

#### **5.0 REVIEW OF THE TENANCY**

- 5.1 Where the SSST is granted because of previous Anti-Social Behaviour (ASB), the initial term will be 12 months. This can be extended for a further period of 6 months.

For all other grounds the initial term may be for 6 months or 12 months.

Where the SSST is for 12 months the HSO will make a diary entry for around 9 months after the tenancy starts, to prompt a review, otherwise the HSO will make a diary entry for 3 months after the tenancy starts to prompt a review.

This will be in addition to any other formal or informal review carried out.

**[NOTE: If the tenancy is to be terminated, it will be important that the review is carried out promptly, as the tenant is entitled to receive 2 months notice of termination, or of any other changes to their tenancy. However, see also para. 5.5 below regarding 'month to month' extensions.]**

- 5.2 The results of the review will be noted on the SSST Review Form (Appendix 6). Where a support provider is involved the HSO will ensure that any review involves discussion with the relevant support person.

### **Continuing the tenancy for 6 or 12 months**

- 5.3 Where the result of the review is that the tenancy is to be continued for a further 6 or 12 months the HSO will **either**:

- a) at least 2 months before the tenancy termination date, initiate the issuing of a fresh offer letter, Section 34 Notice, and thereafter the signing of a new tenancy agreement and updating of the system and files etc.; **or**
- b) allow the tenancy to continue for the same length of time by taking no specific action (known as ‘tacit relocation’).

- 5.4 Where option (b) is chosen the HSO will:

- confirm by letter to the tenant (Appendix 7) that the tenancy is to continue for another 6 or 12 months under the same terms and conditions;
- ensure that the appropriate details are added to the tenant’s file on the system for the information of colleagues.

### **Continuing the tenancy – month to month basis**

- 5.5 In situations where:

- the SSST has been granted with a view to the tenant moving on to a full SST in other accommodation; **and**
- a notice of termination has already been issued (see paras. 5.7 & 5.8 below); **and**
- there is a delay in the availability of the new accommodation

the HSO may, following discussion and agreement with the tenant and any relevant support person involved, continue the SSST on a month-to-month basis.

- 5.6 Where this option is chosen the HSO will confirm the arrangements in writing to the tenant, with a copy to any support person involved (Appendix 8).

### **Ending the tenancy**

- 5.7 Where the result of the review is that the tenancy is to be ended the HSO will ensure that the tenant is given at least 2 months notice.

**[Note:** The tenancy may be ended using one of the grounds under the full SST, e.g. non-payment of rent, anti-social behaviour. The tenancy may also be ended if the property has been abandoned – see the [Absconds \(Abandonment\)](#) procedure HM29.]

- 5.8 The HSO will complete a Notice to Quit (NTQ) and the Notice of Proceedings (NOP) for Repossession (Appendix 9), and will arrange for them to be delivered in accordance with current procedures. Any joint tenants and/or qualifying occupiers will be served separately addressed envelopes containing the NOP (copy of original, signed by the HSO) and the appropriate NTQ.
- 5.9 Where the Notice is being served because of ASB, there has to be a breach of tenancy and this alleged breach must be specified in the NOP. The tenant has a right to ask ARK to review the decision to serve the NOP. This must be made within 14 days of service. ARK must review the decision and advise the tenant of the outcome of the review with reasons given. The HoHS will undertake the review and write to the tenant.
- 5.10 Following confirmation that the Notices have been delivered, the HSO will arrange for legal action to commence. The Sheriff can still apply his discretion as to whether to grant decree for eviction.
- 5.11 The HSO will send a final reminder of the termination of the tenancy no later than 14 days before the termination date (Appendix 10) and will liaise with the tenant and any support worker involved to ensure they are preparing to move out on or before the termination date.

### **Converting to a full SST**

- 5.12 Where the result of the review is agreement that a full SST should be granted, the HSO will arrange for the full Tenancy Agreement to be signed in accordance with current procedures (see also section 7), and will update the relevant details regarding the tenancy type etc. on the system.

## **6.0 CONVERTING FROM A FULL SST TO AN SSST**

- 6.1 An SST **will** convert to an SSST in the following circumstances:
- a) 12 months following the granting of an SSST, where the tenant was evicted from a **previous tenancy** for anti-social behaviour within the 3 years prior to the start of the SSST (Ground 1);
  - b) 12 months following the granting of an SSST because the tenant or a member of their household has been the subject of an anti-social behaviour order (ASBO), **unless** we have served a Notice of Proceedings for Recovery of Possession during that period and are taking legal action to end the tenancy (Ground 2).
  - c) within a 3 year period preceding the granting of an SSST acted in an anti-social manner, pursued a course of conduct amounting to harassment or a course of conduct which is otherwise anti-social in relation to another person residing in, visiting or otherwise engaged in lawful activity in the locality.

Under the Act we may convert a tenancy from a full SST to an SSST where a tenant or a member of their household is subject to an (ASBO) or there has been evidence of ASB.

- 6.2 A full SST will automatically convert to an SSST when we serve a Notice of Conversion (NOC) on the tenant (Appendix 11). The NOC must state that the full SST will convert to an SSST from a specified date and the name of the tenant or the person staying in the tenant's home who is the subject of the ASBO – see part 2 of the NOC.

- 6.3 Before issuing the Notice the HSO will discuss the case with the HoHS, particularly to consider what, if any, support arrangements should be put in place to help in maintaining the tenancy, with a view to having any support required in place before the date the tenant signs their new SSST Agreement (see also section 7).
- 6.4 The process for issuing the NOC and signing the new tenancy agreement will be the same as detailed in sections 3 and 4 above, except that a different covering letter will be used (Appendix 12).
- 6.5 In the case of (a), (b) and (c) above we have a legal duty to ensure that appropriate housing support services are provided to help the process of converting the tenancy back to a full SST. The HSO will discuss the support arrangements required with the HoHS, before the signing of an SSST.

## **7.0 CONVERTING FROM AN SSST TO A FULL SST**

- 7.1 Where the SSST has been put in place because of ASB, an SSST **will automatically** convert to a full SST unless the ARK has served notice to recover the tenancy.
- 7.2 There is no **automatic** conversion to a full SST for tenants who have been granted an SSST under other grounds other than those relating to ASB.
- 7.3 Tenants will be given an SST. The terms will be fully explained and then signed by the tenant and ARK. ARK will make clear to tenants the consequences of any further ASB.

## **8.0 IMPLEMENTATION, MONITORING AND REVIEW**

- 8.1 The HoHS is responsible for ensuring that this procedure is implemented.
- 8.2 The HOHS will review current SSST's on a monthly basis to ensure that no agreement has overrun its review or deletion date, and will liaise with HSO's on any action required.
- 8.3 The HHS will ensure that this procedure is reviewed at least every 3 years.

**Approved by the SLT:**

**March 2017**

**Review of procedure due by:**

**March 2020**

**FOUNDATIONS FOR GRANTING A SHORT SCOTTISH SECURE TENANCY****SCHEDULE 6 OF THE HOUSING (SCOTLAND) ACT 2001****1. Previous anti-social behaviour**

An order for recovery of possession has, within the period of 3 years preceding the date of service of the notice, been made against the prospective tenant (or any one of prospective joint tenants) in proceedings:

- a) under the Housing (Northern Ireland) Order 1983 (S.I. 1983/1118) on ground 2 of Schedule 3,
- b) under the Housing Act 1985 (c.68), on ground 2 of Schedule 2,
- c) under the 1987 Act, on a ground set out in paragraph 2 or 7 of Schedule 3,
- d) under the 1988 Act, on ground 15 of Schedule 5,
- e) under the Housing Act 1988 (c.50), on ground 14 of Schedule 2,
- f) under this Act on a ground set out in paragraph 2 or 7 of Schedule 2.

**2. Anti-social behaviour order**

The prospective tenant (or any one of prospective joint tenants) or a person who it is proposed will reside with the prospective tenant is subject to an anti-social behaviour order under section 19 of the Crime and Disorder Act 1998 (c.37).

**3. Temporary letting to person seeking accommodation**

The house is to be let expressly on a temporary basis to a person moving into the area in order to take up employment there, and for the purpose of enabling that person to seek accommodation in the area.

**4. Temporary letting pending development**

- (1) The house is to be let to a person expressly on a temporary basis, pending development affecting the house.
- (2) In sub-paragraph (1), 'development' has the same meaning as in section 26 of the Town and Country Planning (Scotland) Act 1997 (c.8).

**5. Accommodation for homeless persons**

The house is to be let to a person expressly on a temporary basis, for a period of not less than 6 months, in fulfilment of a duty imposed on a local authority by Part II (homeless persons) of the 1987 Act.

**6. Accommodation for person requiring housing support services**

The house is to be let expressly on a temporary basis to a person requiring or in receipt of housing support services.

**7. Accommodation in property not owned by the landlord**

The house to be let is leased by the landlord from another body and the terms of the lease preclude the letting of the house by the landlord under a Scottish secure tenancy.

**7A Homeowners**

Temporary letting where other property owned.

## PROPOSAL TO OFFER A SHORT SCOTTISH SECURE TENANCY

**Name & current address of applicant:**

**Date(s) of meeting(s) with applicant:**

**Why is a short SST being considered? List the housing options discussed with the applicant and state why each is/is not suitable.**

**If the Social Work department or another agency/organisation is involved in supporting the applicant give details of the organisation, type and current level of support provided, including name(s) of support worker(s). Will this support be provided if a short SST is offered?**

**Any other relevant background information**

**I recommend that a short SST be offered to the above-named applicant**

**Property address:**

**Length of SSST:        months**

**Relevant Ground for Section 34 Notice: Ground**

**Signed:**

*Housing Services Officer*

**Date:**

**I approve / do not approve\* the proposal to offer a short SST**     *[\*delete whichever does not apply]*

**Signed:**

*Housing Services Manager*

**Date:**

**NOTES:**

**Following approval, the Housing Services officer will produce the:**

- 1. offer of accommodation letter,**
- 2. relevant Section 34 Notice,**
- 3. a summary SSST.**

**If a support provider is involved a copy of what is sent to the prospective tenant should also be sent to the relevant person in that organisation.**

SHORT SCOTTISH SECURE TENANCIES  
HOUSING (SCOTLAND) ACT 2001

NOTICE UNDER SECTION 34 TO BE SERVED ON A PROSPECTIVE TENANT  
OF A SHORT SCOTTISH SECURE TENANCY - GROUND 1

IMPORTANT: INFORMATION FOR PROSPECTIVE TENANT(S)

This notice informs you as prospective tenant(s) that the tenancy being offered by the prospective landlord is a short Scottish secure tenancy under Section 34 of the Housing (Scotland) Act 2001 (the Act).

Please read this notice carefully.

Part 1. To .....  
(Name(s) of prospective tenant(s))

NOTE 1 TO PROSPECTIVE TENANT

To be valid, this Notice must be served before the creation of a Tenancy Agreement. A short Scottish secure tenancy will not exist if a valid Notice has not been served.

Part 2. ARK Housing Association Ltd. (your prospective landlord) of:

The Priory, Canaan Lane, Edinburgh EH10 4SG Tel: 0131 447 9027

gives notice that the tenancy being offered to you of the house at

..... the term of which is ..... months,  
(address of house)

and to which this notice relates is to be a short Scottish secure tenancy in terms of section 34 of the Act and that the grounds set out in paragraph 1 of Schedule 6 to the Act are satisfied, which are:

Previous anti-social behaviour.

An order for recovery of possession has, within the period of 3 years preceding the date of service of the notice, been made against the prospective tenant (or any one of prospective joint tenants) in proceedings under any of the Acts listed in Schedule 6 paragraph 1.

Signed .....

Title/Designation ..... Date .....

**NOTE 2 TO PROSPECTIVE TENANT:**

A short Scottish secure tenancy has many of the features of the Scottish secure tenancy but there are also some differences. It can be offered under any of the grounds laid out in Schedule 6 to the Act. Unless it follows immediately after another short Scottish secure tenancy of the same house (with the same tenant) it must be for not less than 6 months.

**NOTE 3 TO PROSPECTIVE TENANT:**

A landlord of a short Scottish secure tenancy has special rights to repossess the house. If the landlord terminates the tenancy by issuing a valid notice in terms of Section 36 of the Act and gives the tenant at least 2 months notice (or a longer period if the Tenancy Agreement provides) of his intention to repossess the house the Court must grant the landlord an order allowing him to evict the tenant if he applies for one at the end of the tenancy period set out in the Tenancy Agreement.

Also, a landlord of a short Scottish secure tenancy can raise proceedings to repossess the house in terms of Section 14 of the Act under any of the grounds set out in Part 1 of Schedule 2.

**Part 3. Address and telephone number of agents (if appropriate)**

**Landlord(s) agent**

**Tenant(s) agent**

.....

.....

.....

.....

**NOTE 4 TO PROSPECTIVE TENANT:**

The circumstances under which a short Scottish secure tenancy may be offered are set out in Schedule 6 to the Act. In summary these are:

- Temporary lets to persons moving into the area in order to take up employment;
- Temporary lets to homeless persons for tenancies of 6 months or over (lets to homeless persons of under 6 months are covered by Schedule 1 to the Act, i.e. tenancies which are not Scottish secure tenancies);
- Temporary lets to persons requiring or receiving housing support services , i.e. as defined in Section 9(18) of the Act;
- Lets to persons on a temporary basis pending development affecting the house in terms of the Town and Country Planning (Scotland) Act 1997(a);
- Lets in houses leased by the landlord from another body where the terms of the lease preclude the landlord from subletting under a Scottish secure tenancy;
- Lets to persons against whom an order for recovery of possession on the grounds of anti-social behaviour in relation to a tenancy in Scotland, England, Wales or Northern Ireland has been made within a period of 3 years prior to the service of a Notice that a short Scottish secure tenancy will be offered;
- Lets to persons where they or other members of their household are the subject of anti-social behaviour orders granted under S19 of the Crime and Disorder Act 1998(b).
- 
- Lets to homeowners

The Scottish Ministers under Section 34(3) of the Act may modify this list by order.

**NOTE 5 TO PROSPECTIVE TENANT:**

If you do not agree that the tenancy offered by this Notice should be a short Scottish secure tenancy you have a right of appeal to the Courts under Section 38 of the Act.

If you agree to take up the tenancy after your landlord has served this Notice on you, your tenancy will be a short Scottish secure tenancy. You should keep this Notice in a safe place along with the written document setting out the terms of tenancy which your landlord must provide under Section 23 of the Act once the terms are agreed.

**NOTE 6 TO PROSPECTIVE TENANT:**

If you require further guidance on short Scottish secure tenancies, consult a Solicitor or any organisation which gives advice on housing matters.

- 
- (a) 1997 c.8.
  - (b) 1998 c.37.
- 

**DECLARATION by Prospective Tenant(s)**

I/we\* have received, read and understood this Notice concerning the offer of a short Scottish secure tenancy. I/we\* agree that I/we\* have been given the appropriate notification as required by Section 34 of the Housing (Scotland) Act 2001. I/we\* have signed this Notice before signing my/our\* short Scottish secure tenancy agreement.

*(\* delete as required)*

Signed \_\_\_\_\_  
*(Tenant or Joint Tenants)*

Date \_\_\_\_\_

**[Note: Samples of all 8 versions of the Section 34 Notice are in the hard copy folder.]**

<<Name>>  
<<Address1>>  
<<Address2>>  
<<Postcode>>

Dear <<Salutation>>

I refer to your application for housing and am writing to offer you the tenancy at <<propertyaddress>>.

Please note the following:

- This offer is subject to your circumstances being as stated on your application form.
- The monthly rent charge (including service charges where appropriate) for this property is £<<amount>> payable in advance on the 1<sup>st</sup> of each month. A leaflet showing the various ways to pay is enclosed.
- Before a formal tenancy agreement is entered into, we reserve the right to withdraw this offer of housing without notice.

The type of tenancy we are offering is a short Scottish secure tenancy (SSST). This differs from a full Scottish secure tenancy in several ways and before you sign a tenancy agreement we must provide you with a Notice to let you know that the tenancy will be an SSST, and the reasons why we are offering a short and not a full SST.

A copy of this Notice is enclosed. Please read it carefully and if you have any questions about it please contact me. If you wish to accept our offer, please contact me to arrange for the signing of your Tenancy Agreement. Please also sign where shown on page 3 of the Notice and bring it with you when you come to sign your Agreement.

If you feel that we should be offering a full Scottish secure tenancy (SST) you have the right to appeal to the Sheriff court. Please contact me if you wish to discuss this.

If you wish to claim housing benefit we need to see proof of identification and of your National Insurance number. A list of the types of documents that will be acceptable is attached.

Yours sincerely,

<<Name>>  
Housing Services Officer

## **SUMMARY SSST**

**SEE HARD COPY OF PROCEDURE**



<<**Name**>>  
<<**Address1**>>  
<<**Address2**>>  
<<**Postcode**>>

Dear <<**Salutation**>>

**Tenancy at <<address>>**

Following a review of your tenancy at the above address and our recent discussion, I am writing to confirm our agreement that your tenancy will continue for a further <<**6/12months**>>, under the same terms and conditions as stated in your Tenancy Agreement dated <<**agreement date**>>.

The new date when this tenancy will be due to end will be <<**new termination date**>>.

The tenancy will continue to be a short Scottish secure tenancy.

If you have any questions about this letter, please contact me.

Yours sincerely,

<<**Name**>>  
Housing Services Officer

<<Name>>  
<<Address1>>  
<<Address2>>  
<<Postcode>>

Dear <<Salutation>>

**Tenancy at <<address>>**

Following a review of your tenancy at the above address and our recent discussion, I am writing to confirm our agreement that your tenancy will continue on a **month-to-month basis** until further notice, under the same terms and conditions as stated in your Tenancy Agreement.

The tenancy will continue to be a short Scottish secure tenancy.

If you have any questions about this letter, please contact me.

Yours sincerely,

<<Name>>  
Housing Services Officer

**SHORT SCOTTISH SECURE TENANCY**  
**NOTICE TO BE SERVED ON A TENANT OF A SHORT SCOTTISH SECURE TENANCY OF**  
**THE INTENTION TO RAISE PROCEEDINGS FOR POSSESSION**

**IMPORTANT: INFORMATION FOR TENANT(S)**

This notice informs you as tenant that your landlord intends to apply to the Sheriff for an Order for possession of the house at the address in Part 1, which is currently occupied by you.

**Part 1. To**.....  
*Name(s) of tenant(s)*

.....  
.....  
*Name(s) of Qualifying Occupier(s)*

Tenant Reference:  
of .....  
*(Address of house)*

**NOTE 1 TO TENANT:**

If you are uncertain about what this Notice means, or if you are in doubt about anything in it, or about its validity or whether it is filled in properly, you should immediately consult a solicitor or an organisation which gives advice on housing matters. You may also find it helpful to discuss the Notice with your landlord.

**Part 2.** We, ARK Housing Association Ltd. of The Priory, Canaan Lane, Edinburgh EH10 4SG Tel: 01506 439291 inform you that we require possession of the house at the address in Part 1 above and hereby give notice in terms of section 36 of the Housing (Scotland) Act 2001.

**NOTE 2 TO TENANT:**

This Notice is a warning that your landlord may be going to raise proceedings against you in the Sheriff Court to gain possession of your house. It is not a Notice to Quit and it does not affect your right to continue to live in the house or your obligation to pay rent. You cannot be evicted from your house unless the Sheriff Court grants your landlord a possession order. You should read the rest of the notes carefully to find out what might happen if your landlord does start possession proceedings against you.

**NOTE 3 TO TENANT:**

Your landlord has explained in Part 2 of this Notice that they require possession of the house.

The Court must grant a possession order against you if it appears to the Court that:

- a) the tenancy has reached its end or 'ish';
- b) tacit relocation is not operating; and
- c) no further contractual tenancy is in existence.

If an order is granted against you for one of the above reasons then it must give a date when you must move out of the house.

**NOTE 4 TO TENANT:**

Your landlord must give you 2 months notice, or such longer period as your Tenancy Agreement provides, if your tenancy is a short Scottish secure tenancy and your landlord is seeking repossession as described in Note 3.

**Part 3.** Proceedings will not be raised before \_\_\_\_\_, which is the earliest date at which proceedings can be raised under Section 36 of the Act.

Signed ..... Date .....

Title/Designation .....

**NOTE 5 TO TENANT:**

The date given in the Notice (see part 3 of the Notice) is the earliest date on which your landlord can take Court action. After that date the landlord is allowed to start possession proceedings against you at any time during the following 6 months. If that 6 month period passes without possession proceedings being started, your landlord will have to serve another one of these Notices before it could start Court action of possession.

**NOTE 6 TO TENANT:**

If you want to contest your landlord's intention to repossess your home, you are strongly advised to take legal action without delay and before the expiry of the time limit given by the Notice. Help with all or part of the cost of legal advice may be available under the Legal Aid legislation.

**NOTE 7 TO TENANT:**

Remember – before you must leave your home your landlord must have done 2 things:

- 1. Served on you this Notice, and
- 2. Obtained a Court Order.

**NOTE 8 TO TENANT:**

This is an important document and you should keep it in a safe place.

<<**Name**>>  
<<**Address1**>>  
<<**Address2**>>  
<<**Postcode**>>

Dear <<**Salutation**>>

Following the granting of a decree by the Sheriff Court for the repossession of the property at <<**address**>> I am writing to remind you that your tenancy will end on <<**terminationdate**>>.

Please ensure that you have made the necessary arrangements for moving.

In particular, please ensure that, on leaving your property, you:

- leave the house clean and ready for re-letting;
- carry out any repairs and/or redecoration you are responsible for under your Tenancy Agreement;
- clear all of your furniture and possessions out of the property;
- return the <<**number**>> full sets of keys you were issued with when you started your tenancy by, or on the agreed termination date;
- let us have the details of your forwarding address.

If you have any questions about this letter, please contact me.

Yours sincerely,

<<**Name**>>  
Housing Services Officer

**SHORT SCOTTISH SECURE TENANCIES  
HOUSING (SCOTLAND) ACT 2001 - SECTION 35**

**NOTICE OF THE CONVERSION FROM A SCOTTISH SECURE  
TENANCY TO A SHORT SCOTTISH SECURE TENANCY**

**IMPORTANT: INFORMATION FOR TENANT(S)**

This notice informs you as existing tenant(s) that your tenancy is to be converted from a Scottish secure tenancy to a short Scottish secure tenancy under Section 35 of the Housing (Scotland) Act 2001 (the Act).

**Please read this notice carefully.**

**Part 1.** To .....

*(Name(s) of tenant(s))*

**NOTE 1 TO TENANT(S)**

This Notice must be served before the creation of a short Scottish Secure Tenancy Agreement.

A short Scottish secure tenancy will not exist if a valid Notice has not been served.

**Part 2.** ARK Housing Association (your landlord) of:

The Priory, Canaan Lane, Edinburgh EH10 4SG Tel: 0131 447 9027

gives notice that the tenancy of the house at .....

is to be converted from a Scottish secure

*(address of house)*

tenancy to a short Scottish secure tenancy for a period of at least 6 months with effect from **<<date>>** and that the grounds set out in paragraph 2 of Schedule 6 to the Act apply, which are:

**Anti-social behaviour order.**

The tenant (or any one of the joint tenants) or a person who resides with the tenant is subject to an anti-social behaviour order (ASBO) under section 19 of the Crime and Disorder Act 1998.

Name(s) of person(s) subject to ASBO:

.....

Signed .....

Title/Designation ..... Date .....

**NOTE 2 TO TENANT(S):**

A short Scottish secure tenancy has many of the features of the Scottish secure tenancy but there are also some differences. It can be offered under any of the grounds laid out in Schedule 6 to the Act. Unless it follows immediately after another short Scottish secure tenancy of the same house (with the same tenant) it must be for not less than 6 months.

**NOTE 3 TO TENANT(S):**

A landlord of a short Scottish secure tenancy has special rights to repossess the house. If the landlord terminates the tenancy by issuing a valid notice in terms of Section 36 of the Act and gives the tenant at least 2 months notice (or a longer period if the Tenancy Agreement provides) of his intention to repossess the house the Court must grant the landlord an order allowing him to evict the tenant if he applies for one at the end of the tenancy period set out in the Tenancy Agreement.

Also, a landlord of a short Scottish secure tenancy can raise proceedings to repossess the house in terms of Section 14 of the Act under any of the grounds set out in Part 1 of Schedule 2.

**NOTE 4 TO TENANT(S):**

If you require further guidance on short Scottish secure tenancies, consult a Solicitor or any organisation which gives advice on housing matters.

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**DECLARATION by Tenant(s)**

I/we\* have received, read and understood this Notice concerning the conversion of our tenancy to a short Scottish secure tenancy. I/we\* have signed this Notice before signing my/our\* short Scottish secure tenancy agreement.

*(\* delete as required)*

Signed \_\_\_\_\_  
*(Tenant or Joint Tenants)*

Date \_\_\_\_\_

<<**Name**>>  
<<**Address1**>>  
<<**Address2**>>  
<<**Postcode**>>

Dear <<**Salutation**>>

**Change of tenancy to a short Scottish secure tenancy**

I am writing to advise you that we intend to change your tenancy from the full Scottish secure tenancy (SST) you have at present to a short Scottish secure tenancy (SSST).

The reason for this change is because an Anti-Social Behaviour Order has been served on <<**you or name of person served with ASBO**>>.

Before we can change your tenancy we have to give you a formal Notice of our intention to do so. This Notice is enclosed and you should read it carefully.

The proposed date for the change of tenancy is <<**dateofchange**>> and it will be necessary for you to sign a new tenancy agreement to cover the period of the SSST.

Please contact me so that I may arrange to go over your new Agreement with you.

If you have any questions about this letter or the attached Notice, please contact me.

Yours sincerely,

<<**Name**>>  
Housing Services Officer