



Residential Property Policy

Date: November 2012

Version number: 1(c)

Author: John McBeath, Head of Estates and Facilities

Review Date: April 2014

If you would like this document in an alternative language or format, please contact Corporate Services on 01595 743069.

CEPOL014

NHS SHETLAND DOCUMENT DEVELOPMENT COVERSHEET*

| | | | |
|--------------------------------------|------------------------------------|--|--|
| Name of document | Residential Property Policy | | |
| Registration Reference Number | CEPOL014 | New <input checked="" type="checkbox"/> | Review <input type="checkbox"/> |
| Author | John McBeath | | |
| Executive Lead | Ralph Roberts | | |

| Proposed groups to present document to: | |
|---|------------------|
| Health and Safety Committee | For consultation |
| Strategy and redesign cttee | For approval |
| | |

| DATE | VERSION | GROUP | REASON | OUTCOME |
|------------|---------|------------------|--------------|------------|
| 30/10/2012 | 1 | SMT | PI, PO, C/S | Amendments |
| 15/11/2012 | 1(a) | APF | PII, PO, C/S | Amendments |
| 13/12/2012 | 1(c) | Staff Governance | Approval | (MR) |
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| Examples of reasons for presenting to the group | Examples of outcomes following meeting |
|--|---|
| <ul style="list-style-type: none"> • Professional input required re: content (PI) | <ul style="list-style-type: none"> • Significant changes to content required – refer to Executive Lead for guidance (SC) |
| <ul style="list-style-type: none"> • Professional opinion on content (PO) | <ul style="list-style-type: none"> • To amend content & re-submit to group (AC&R) |
| <ul style="list-style-type: none"> • General comments/suggestions (C/S) | <ul style="list-style-type: none"> • For minor revisions (e.g. format/layout) – no need to re-submit to group (MR) |
| <ul style="list-style-type: none"> • For information only (FIO) | <ul style="list-style-type: none"> • Recommend proceeding to next stage (PRO) |

| DATE | CHANGES MADE TO DOCUMENT |
|----------|--|
| 7/11/12 | Changes made to sections on deposits to have lower student rates, telephones to define reasonable use and pets to allow with increased deposit to cover pet damage |
| 29/11/12 | Charges section altered to cover charging direct to relocation allowance |
| 29/11/12 | References to housing association rents added |
| 29/11/12 | Minor other changes |
| 30/11/12 | Prioritisation section added |
| 30/11/12 | Note added prohibiting candles |
| 04/12/12 | References to Scottish short assured tenancy agreement added |
| 16/12/12 | EQU added. Candles permitted for religious purposes with approval of Hotel Services Manager |

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1 Introduction

NHS Shetland is committed to providing good quality, clean, safe and secure residential accommodation to assist in recruiting and retaining staff to support and enhance the delivery of healthcare in Shetland.

This policy provides guidance on the management and use of NHS Shetland's residential properties

Residential properties are those premises where staff can be provided with over-night accommodation and short assured tenancies when they are delivering services on behalf of NHS Shetland.

This policy must be interpreted in conjunction with any Tenancy Agreement issued by NHS Shetland.

2 Purpose

The purpose of this policy is as follows

- To provide clear principles and values which govern the appropriate use of residential accommodation.
- Support efficient use of residential accommodation managed by NHS Shetland.
- Ensure compliance with legislation.
- Ensure there is no discrimination, either directly or indirectly, on the grounds of race, religion, disability, gender, sexuality or age.
- Clarify the circumstances when accommodation can be provided ensuring it is fair and equitable.
- Set out the rights and responsibilities of the tenant and landlord.

3 Principles and Values

NHS Shetland will adopt the following principles when managing its residential properties:

- Residential accommodation will be allocated according to the needs of NHS Shetland and the individual member of staff.
- The allocation of accommodation should support or enhance the delivery of local health care.
- Staff allocated the use NHS Shetland property for living purposes will be deemed to be tenants.
- Tenants will be required to take care of the accommodation, furniture and equipment and to comply with the relevant NHS Shetland policies and procedures.
- Tenants will be required to fulfil the terms of their Tenancy Agreement.
- The level of rent set for accommodation must satisfy principles of equity so that tenants in similar circumstances pay similar rents.

- NHS Shetland will communicate clearly and promptly with the tenant on any matter that affects the property and their tenancy.
- NHS Shetland will not provide accommodation for staff who are deemed to be homeless.
- A charge will be made for all accommodation to either the tenant or in certain circumstances to the employing department

4 Roles and Responsibilities

These are set out as follows

Chief Executive

- Will ensure that NHS Shetland has an effective policy on Residential Property.

Head of Estates and Facilities

- Will ensure this policy is implemented operationally and monitored.

Hotel Services Manager

- Will support the Head of Estates and Facilities in the implementation of this policy.
- Will have responsibility for the overall management of residential accommodation.
- Will have responsibility for the day-to-day management of residential accommodation liaising as appropriate with line managers, staff and prospective tenants, reporting to Head of Estates and Facilities.

All Managers

- Those responsible for the appointment of staff must be familiar with the framework of this policy.

5 Legal Framework

The following legislation is relevant:

- Housing (Scotland) Act 1988 (as amended) including the 'repairing standard' as set out in section 13(1) of the Housing (Scotland) Act 2006 (the 2006 Act)
- Civic Government (Scotland) act 1982 (Licensing of Houses of Multiple Occupation) Order 2000
- Race Relations Act 1976 (as amended)
- Disability Discrimination Act 1995
- Health & Safety at Work etc Act 1974 and regulations made there under
- Electrical Equipment (Safety) Regulations 1994
- Furniture & Furnishings (Fire) (Safety) Regulations 1988

- Fire (Scotland) Act 2005 and Fire Safety (Scotland) Regulations 2006

6 Provision of Accommodation

Accommodation will be allocated to staff and affiliates of NHS Shetland where provision can be seen to support or enhance the delivery of local health service activities.

7 Requests for Accommodation

All requests for accommodation must be made to the Hotel Services Manager using form the booking form.

Accommodation will not be offered unless this request is signed by the Director with responsibility for the particular department or service.

Accommodation allocation will be prioritised by service need. The following priority list will be used to deal with conflicting requests.

| Priority | Use |
|----------|---|
| 1 | Junior doctors accessing placements |
| 2 | Locum staff who are providing short term cover e.g. Up to six months |
| 3 | Students (all professions) who are accessing learning placements |
| 4 | Staff who are moving to Shetland who provide on call and need to have a base in Lerwick for that reason. Frequency of on-call will be used as a guide if accommodation could not be offered to all eligible staff |
| 5 | Staff who work on remote islands which have no Health Centre and provide residential cover (not including independent contractors) |
| 6 | Staff who are moving to Shetland and not on-call |

8 Accommodation Standard

NHS Shetland will aspire to meet the Scottish Core Standards for Accredited Landlords as promoted by Landlord Accreditation Scotland. This sets out the minimum property conditions to meet the Tolerable Standard for accommodation, and the duty to repair and maintain the property to the Repairing Standard.

9 Tenancy Agreements

NHS Shetland will use an appropriate tenancy agreement. Irrespective of which form of Tenancy Agreement is used, it will include:

- Name of landlord and the address of the property being let.
- Length of the tenancy.
- Length of notice required and means to end the tenancy.

- The rent, and when and how it is to be paid and how any rent increases are to be calculated.
- Amount of deposit required to be paid by the tenant (if applicable).
- Any conditions or restrictions on the use of the property.

10 Notice to Quit

NHS Shetland will issue a Notice to Quit, which legally requires the tenant to vacate the premises within 40 days of issue, under the following circumstances:

- A 6 month Tenancy Agreement has come to an end and no extension has been granted
- In the event that a tenancy has been extended a Notice to Quit will be issued stating that the tenant must vacate on the last date of the extension
- If a tenant is in breach of their Tenancy Agreement, regardless of the tenancy end date

11 Charges

There will be a general presumption that charges will be levied for all accommodation to cover rent, utilities TV licence, telephone and council tax. Where staff have a relocation package these costs will be charged directly to that budget. For staff where the director responsible for that person or group of staff do not wish those staff to be charged costs will be recovered from the relevant departmental budget.

Where staff are required to be resident on call, then the cost will be covered by the employing department

11.1 Rent and other charges

NHS Shetland will set the level of rent in line with national guidance where applicable. Tenants will receive notification of any changes to rent in writing. Rents and other charges will be subject to review on an annual basis. NHS Shetland Senior Management Team (SMT) will have the authority to agree all charges to residents of Board accommodation.

Rents for the first six months will use the NHSS schedule of short term rents. This is designed to set charges which are compatible with local Housing Association rents for similar accommodation. In the event of a member of staff continuing to occupy staff accommodation for more than six months rent will increase to a rate comparable with local commercial rents for similar properties.

Charges will be reviewed annually by SMT.

11.2 Payment of Rent

Tenants who are paid through NHS Shetland Payroll will have rent and other charges deducted from their salary on a monthly basis.

Students who pay rent themselves will be invoiced for their total stay at the beginning of their tenancy.

NHS Shetland affiliates who are not paid through payroll and are required to pay rent themselves will be invoiced monthly in advance.

Utility charges will be a fixed amount for each property to cover NHSS costs in providing heating, power and water.

Staff who are eligible to have accommodation charges reimbursed out of their relocation expenses can have this directly charged there and do not have to go through a process of having this deducted from their payroll and then reclaiming this back via a claim form each month.

11.3 Deposit

Where a tenant is to be resident for more than 2 weeks then a refundable deposit of £250 will be levied to cover any damage, cleaning or unpaid bills. For students a lower deposit charge of £30 will be applied. Deposits must be paid prior to issuing keys.

The Hotel Services Manager is responsible for managing deposits and will make deductions and refunds as required at the end of a tenancy.

11.4 Local Authority Taxes

Council tax and utilities are included in rental charges. This includes telephones, and broadband services. Where residents exceed reasonable use the Board may then levy additional charges.

11.5 Insurance

The tenant is responsible for arranging contents insurance of their own belongings.

11.6 TV licence

NHS Shetland will ensure that properties have a TV licence.

11.7 Telephone and broadband

NHS Shetland will cover the cost of a land line telephone and internet service with costs included in rent charges subject to reasonable use. This is defined as a maximum monthly cost of £10 for telephone calls and for internet, as defined by our ISP. International calls are not permitted.

12 Repairs

As landlord, NHS Shetland has a responsibility to maintain certain standards within its properties:

- The property is wind and water tight and reasonably fit for human habitation.
- The structure and exterior of the property, including drains, gutters and external pipes, are in reasonable repair and working order – this includes repairs to common parts of the building such as stairways, hallways shared with other tenants, etc.
- The installations in the property for the supply of water, gas and electricity and for sanitation, space heating and heating water are in reasonable repair and proper working order.
- Any fixtures, fitting and appliances provided are in reasonable repair and proper working order.
- Any furnishings provided are capable of being used safely for the purpose for which they are designed.
- There is satisfactory provision for detecting and giving warning of fires.

It is the landlord's duty to ensure the property meets the Repairing Standard at the start of the tenancy and at all times during it. The landlord shall inspect the property before the tenancy starts in order to identify any work necessary to meet the Repairing Standard. If work is required the tenant must be notified of this.

Although the tenant is not responsible for general wear and tear, they must make sure the fittings, fixtures, furniture (where supplied) and other contents are not damaged because of their misuse or negligence.

The tenant is responsible for notifying NHS Shetland Estates Department promptly of any required repairs during the tenancy. This responsibility remains even if the tenancy is very short term. Remedial work will be carried out within a reasonable time – the length of time will depend on the nature and urgency of the work. The means of notifying NHS Shetland will be clearly communicated to tenants.

13 Respect for Others

It is expected that tenants show respect for other people and therefore should:

- Avoid causing too much noise.
- Dispose of rubbish appropriately.
- Avoid harassing neighbours or visitors to the neighbourhood.
- Maintain communal areas as required.

14 Pets

We would prefer that tenants do not keep pets. Pets will however be allowed subject to the approval of the Hotel Services Manager.

15 Smoking

The policy of NHS Shetland is to actively discourage smoking. Smoking is not permitted in premises or grounds owned by, leased or managed by NHS Shetland

16 Rules and Regulations

Rules and regulations issued at the beginning of each tenancy, including all fire regulations.

These must be strictly adhered to at all times or tenants will be in breach of their Tenancy Agreement.

Appendix 1

ACCOMMODATION RULES AND PROCEDURES

Facilities Department are responsible for the management of NHS Shetland residential accommodation. This includes the allocation of accommodation, issue of agreements to tenants and ensuring the accommodation is to the required standard. This will necessitate liaison and co-ordination with other departments, e.g. Domestic HR, Finance, Switchboard, and Payroll. The tenant will not be permitted to occupy the accommodation unless NHS Shetland is in receipt of an AT5 form. Should the tenant be resident for a period of more than 2 weeks a signed Tenancy Agreement is required.

In all cases

- Managers must ensure all requests are supported by appropriate authorisation on the “accommodation request form”.
- Request form should be sent to Hotel Services Manager.
- Accommodation Admin must complete Tenancy Documents and ensure they are delivered to tenant before commencement of Tenancy
- On vacating property Accommodation staff will check for cleanliness and inventory, once assured, will inform Finance/Payroll who will return deposit.

Locums

- Line managers must manage the situation and deploy discretion to budget for the level of accommodation necessitated to fill a post at a particular time
- For certain posts it may be appropriate to offer hotel/B&B accommodation. It must be noted that should NHS Shetland accommodation be requested, it will only be to the usual standard. For example NHS Shetland cannot set aside a complete unit of 4 rooms for 1 person.
- If, under any circumstances, a Locum should reject the accommodation allocated by NHS Shetland, it is the responsibility of the Locum to find alternative accommodation and not the responsibility of NHS Shetland.

Staff who reside on any of Shetland’s islands

- People taking up a post and living on a separate isle or those in post and relocating to a separate isle will be expected to arrange their own travel to and from work at their expense
- Those living outwith mainland Shetland must not expect NHS Shetland to provide accommodation near their place of work.

Adverse Weather emergencies

- In the event of adverse weather emergencies if residential NHS Shetland accommodation is available, this will be provided at no charge
- All accommodation requests to be approved by Line Manager
- Provision will only be for the duration of the bad weather emergency.
- Priority will be to accommodate that staff from outside of Lerwick who are required to work.
- NHS Shetland is not required to provide such accommodation.

Appendix 2

Booking form

NHS SHETLAND ACCOMMODATION BOOKING FORM

PLEASE COMPLETE IN BLOCK CAPITALS ONLY



NAME

MALE/FEMALE

FULL HOME ADDRESS

POSTCODE

TELEPHONE NUMBER

| | | | | | | |
|------------------------------|---------------|--------------------------|---------------|--------------------------|-----------------|--------------------------|
| DESIGNATION (Please Tick) | NEW START | <input type="checkbox"/> | BOARD | <input type="checkbox"/> | GUEST | <input type="checkbox"/> |
| | STUDENT NURSE | <input type="checkbox"/> | NON-BOARD | <input type="checkbox"/> | LOCUM | <input type="checkbox"/> |
| | ELECTIVE | <input type="checkbox"/> | JUNIOR DOCTOR | <input type="checkbox"/> | MEDICAL STUDENT | <input type="checkbox"/> |

IF STUDENT/ELECTIVE PLEASE STATE WHO IS RESPONSIBLE FOR THEM:

IF LOCUM, PLEASE STATE DEPARTMENT:

DATE ACCOMMODATION REQUIRED:

DATE TO BE VACATED:

REASON FOR ACCOMMODATION:

PERSON OR BUDGET TO BE CHARGED FOR ACCOMMODATION:

IF BUDGET PLEASE ENTER BUDGET CODE:

SIGNATURE OF AUTHORISING OFFICER /MANAGER:

DATE:

Appendix 3

SHETLAND NHS BOARD

CONDITIONS FOR MONTFIELD BLOCK ACCOMMODATION

1. Keys

Each resident is issued with a key to the accommodation together with a room door key. Residents should keep doors locked at all times. Outside doors must never be held open.

Strict security of keys is important and any loss must be reported as soon as possible to the Hotel Services Manager. Residents will be asked to meet the cost of replacement keys.

2. Fire Safety

Residents must be aware of the fire procedures in their own areas, details of which are to be found by the entrance of all residences. It is extremely important that fire procedures are adhered to. Residents are not permitted to “wedge” internal doors open with door wedges or any other item - self closing doors are there for your safety and must be able to close freely.

Fire fighting equipment is provided and should only be used when circumstances permit. Such equipment must not be tampered with or removed from its proper location.

Candles represent an unacceptable fire risk and are not permitted except for religious / cultural purposes with permission of the Hotel Services Manager.

Fire detectors are fitted in all bedrooms and will be activated by the presence of excess smoke. Please be aware that these devices can be set off by cigarette smoke, aerosol sprays and candles.

When the alarm is sounded, all residents must exit the building, checking that others are able to leave before assembling at the muster point outside the building. All alarms must be treated as genuine and evacuation made accordingly. The Gilbert Bain Hospital Switchboard should be informed. The Fire and Rescue Service will check the building before allowing the alarm system to be silenced and reset. All residents are reminded that unauthorised silencing or resetting the alarm system is not only dangerous, but will result in disciplinary action being taken against individuals involved.

Please respect the fire rules and prevent putting peoples' lives at risk.

3. Kitchen Facilities

These are available within the accommodation and users of these facilities are asked to keep them clean and tidy.

4. Laundry Facilities

There is a launderette for the use of the residents. Wet clothes should be spun dry before being put into the tumble dryer. To prevent damage to the tumble drier and risk of fire, the lint filter in the drier must be cleaned after every use.

Clothes, when dry, should be removed from the launderette. Irons must not be moved from their location.

5. Bedrooms

You are reminded that you are required to keep your room clean and tidy. Failure to do so may mean you will be asked to leave the residential accommodation.

You are asked not to put up posters, notices, etc, on walls and doors, as removal destroys the paintwork and is also extremely unsightly to new occupants. Pin boards have been provided for the fixing of such items.

Damage to Health Board property - Residents will be required to make good any damage to NHS Shetland property.

Residents will be charged for their accommodation while on leave unless the room is completely vacated and the Hotel Services Manager is informed in advance.

6. Electrical Appliances

Electric heaters/convectors must not be used in resident's rooms.

All other personal electric appliances should be checked by the hospital estates department prior to use in rooms. Please arrange a mutually convenient time for this. The Estates Department can be contacted on ext. 3028.

If your room light does not work, change the light bulb observing the usual precautions; ensure power is off at the light switch and that you stand on a secure, level surface to change the bulb. Spare lamp bulbs should be available in the cupboard.

7. Telephone

There is one public telephone available in each residence and residents are requested not to arrange in-coming calls unless they can guarantee being available to receive them.

8. Televisions

Residents are requested to ensure that television sets are disconnected from sockets overnight. Report any faults to the Hotel Services Manager. Television sets owned by residents require to be licensed by residents.

9. Insurance of Property

The Health Board does not accept liability for loss or theft of personal possessions from residences. Parking facilities are available for resident's vehicles but the Health Board accepts no responsibility. Residents are advised to arrange appropriate insurance.

10. Sickness

Resident staff who become sick must inform their line manager immediately, either directly or through reception at the Gilbert Bain Hospital. Your co-operation in this is essential as in addition to complying with our other policies, you may need help during any illness.

11. Smoking

In accordance with the Board's Smoking Policy, smoking is not allowed in or on NHS property, residents are asked to abide by this for the comfort of all other residents.

12. Rules of the Accommodation

- (a) It is emphasised that accommodation is a place of communal living. Consideration should be given to staff on night duty who have to sleep during the day. If you encounter any problems or difficulties with your accommodation, please contact the, Hotel Services Manager so that your problem can be investigated.
- (c) Members of staff are responsible for the behaviour of their guest(s) and should be considerate to other residents, and will be held responsible for any damage to property.
- (d) Complaints from others may result in the resident being asked to vacate their accommodation.
- (e) Requests for organising parties must be made in writing.
- (f) Parties are not to be held without authorisation from the Hotel Services Manager.
- (g) Pets of any kind are not allowed in residential accommodation.
- (h) Repairs to damaged property will be charged to the resident concerned.
- (i) A deposit will be taken from tenants which will be refunded on departure provided that no damage having taken place.
- (j) Residents are asked to refrain from changing rooms without the prior knowledge and consent of the Hotel Services Manager. Such requests should be made in writing.

13. Car Parking

Vehicle owners are requested not to block access to entrances and turning point areas.

14. Termination of Occupancy

When terminating your occupancy, return keys to the main Reception office at the Gilbert Bain Hospital or to the Hotel Services Manager who will ensure lodging charges are no longer deducted from your salary.

Please complete and return accommodation acceptance form, (the lower portion of the next page), to the Facilities Department, Gilbert Bain Hospital, within 7 days of receipt.

SHETLAND NHS BOARD

OFFER OF ACCOMMODATION

ACCEPTANCE

I accept the offered accommodation in its present state of repair and agree to leave them in the like state when I vacate the accommodation. Any damage will be made good by me. I also confirm receipt of keys to the accommodation and agree that I shall return the keys to the Gilbert Bain Hospital Reception when I vacate my accommodation.

I have read the rules and conditions for residential accommodation and agree to abide by these.

Signed

Date

ACCEPTANCE

I accept the offered accommodation in its present state of repair and agree to leave them in the like state when I vacate the accommodation. Any damage will be made good by me. I confirm receipt of keys to my accommodation and agree that I shall return the keys to the Gilbert Bain Hospital Reception when I vacate my accommodation.

I have read the rules and conditions for residential accommodation and agree to abide by these.

Signed

PRINT NAME

Date

Please sign, date and return the lower portion of this page to Valerie Lafferty, Hotel Services Manager, NHS Shetland, by handing this portion of the page into Reception, Gilbert Bain Hospital.

Appendix 4

Tenancy agreement

MISSIVE OF LET

NHS Shetland
Brevik House
South Road
Lerwick
Shetland
ZE1 0TG

To: Secretary of State for
The Scottish Office
National Health Service
Scottish Executive
St Andrew's House
Edinburgh
EH1 3DE

SHORT ASSURED TENANCY

MISSIVE OF LET

Staff accommodation at (ADD ADDRESS ETC)

I, , hereby offer to take on let from Shetland NHS Board, established under the National Health Service Trust (Establishment) Order 1992/3 (hereinafter referred to as "the Board") the dwellinghouse pertaining thereto at (ADD ADDRESS ETC) (hereinafter called "the premises") at present unoccupied and I do so on the following terms and conditions:-

1. I occupy the Premises as a consequence of my employment / Student working with NHS Shetland Board, having its principal office at Brevik House, South Road, Lerwick, Shetland ZE10TG (hereinafter referred to as "the Board").
2. The period of let shall be from to and from week to week thereafter. I understand that the lease constituted by this offer and its acceptance (hereinafter referred to as "the Lease") shall terminate with the cessation of my employment with the Board.
3. Payment shall be arranged upon arrival and at the rate of and shall comprise'
 - (a) Rent for the Premises at the rate of (ADD AMOUNT) per (ADD UNIT) If rent is paid weekly a rent book must be provided by the Board. Rent deducted from payroll.
 - (b) The sum of (ADD) per month in respect of utilities etc.

The Board reserves the right to intimate a revision of the rent annually having regard to the level of rents of local authority houses and/or market value as applicable and to make changes therein and in the other charges provided under this condition as circumstances require. I understand that in the event of receipt by me of a notice of revised rent the Board may deduct such increased rent or contributions from my salary and wages in terms of Condition 4. hereof.

4. I hereby authorise and request the Board, being both my employers/student placement and factors for the Premises, to deduct from my salary and wages / relocation allowance any sums due in terms of this Lease for rent and utility charges and in respect of damage as referred to in Condition 6 hereof. Should the Board not pay my wages, I shall make payments for sums due monthly in advance.

5. I shall pay £10 “Key” deposit, Refundable upon return of key at vacation of premises. I will be liable for all damage to property, fixtures, fittings, equipment and cleanliness. See section 6.
6. I accept the Premises in their present state of repair and agree to leave them in the like state at the termination of the Lease and to make good any damage to the premises including, without prejudice to the foregoing generality, the windows, sanitary arrangements, fittings or fixtures thereof, [furniture and furnishings therein] caused by the wilful act or negligence or omission of myself or any member of my family or household. I shall at all times keep the Premises in a clean and tidy condition.
7. I shall not, without the prior consent in writing of the Board, make any structural alterations or renovations or attach any fixtures to the Premises. [in the event that I wish to install a cooker and/or automatic washing machine, it shall be for the Board to arrange installation. A charge of 50% of the cost of the labour and materials will be made in respect of installation of any automatic washing machine.]
8. I shall use the Premises as a private dwellinghouse only. No advertisements of any kind shall be attached to any part of the Premises or exhibited in the windows of the Premises and no sale by auction or otherwise shall take place on the Premises. I shall share the duty of sweeping and washing any common stairs or closes.
9. I shall not assign the tenancy of the Premises nor sub-let the same or any part thereof nor take in boarders or lodgers without the prior consent in writing of the Board.
10. The Board will be entitled by its agents or workmen to enter or inspect or repair the Premises at all reasonable times, it being understood that I shall be responsible for all repairs which the Board considers necessary on receiving written notice of same. In the event of my refusing or delaying to execute repairs or to remedy any matter for which I am liable, the Board shall be entitled to have such repairs or remedies carried out and I shall be bound to repay to it any expenses incurred.
11. The Lease shall be terminated by not less than 40 days notice in writing on the Board’s part and 7 days on the Tenants side. I fully understand that in the event of the Lease being terminated in terms of this condition and I do not remove myself, my family and effects from the Premises on the date of such termination, the Board shall be empowered to commence proceedings for possession of the Premises in terms of the Housing (Scotland) Act 1988.
12. I shall deposit household refuse in the receptacle provided by the local authority and shall not leave any rubbish or refuse in the garden ground or in the neighbourhood thereof.
13. In the event that I fail to observe any of the conditions of let specified in these presents or in the event of me or any of my household acting in such a manner that annoyance or disturbance is caused to neighbours, it is understood that the Board will be entitled to terminate the Lease, forthwith. In such event, I will be bound to repay to the Board all expenses which may be incurred by or in consequence of such breach of tenancy.
14. It is understood that the Lease is a short assured tenancy in terms of the Housing (Scotland) Act 1988. Being a tenant under short assured tenancy, I do not have security of tenure beyond the period of the let.
15. I shall not keep any animals in or about the Premises without the written permission of the Board.

16. The stamp duty hereon, if any, shall be paid by the Board
18. I accept that the tenancy of the Premises is normally reserved for specific categories of staff and that the Lease may be, terminated at any time in terms of paragraph 11.
19. I hereby acknowledge receipt of the Notice AT5 which was served on me prior to the creation of the tenancy.
20. The parking of vehicles shall be on the terms agreed with the Hotel Services Manager of the Board but no unauthorised parking is permitted.
21. I hereby certify that this Lease is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of Guidance Note dated 30 June 1994 referring to Section 240 of the Finance Act 1994.
22. Appropriate standards of behaviour are expected when resident in our accommodation. Inconsiderate, anti-social or violent behaviour will not be tolerated and the Health Board reserve the right to evict tenants accordingly.

| | | | |
|--|----------------------------------|--|--------------------------------------|
| | Witness Signature | | Signature (Tenant) |
| | Full Name (in Block Capitals) | | Full Name (in Block Capitals) |
| | Address | | Date of Signature |
| | | | Place of Signature (e.g. Lerwick) |

On behalf of the Scottish Ministers, I accept the foregoing offer.

| | | | |
|--|----------------------------------|--|--|
| | Witness Signature | | Chief Executive/ Director of Finance/ Authorised Officer |
| | Full Name (in Block Capitals) | | |
| | Address | | Date of Signature |
| | | | Place of Signature (e.g. Lerwick) |

NOTE 2 TO PROSPECTIVE TENANT.

A SHORT ASSURED TENANCY IS A SPECIAL FORM OF TENANCY. UNLESS IT FOLLOWS IMMEDIATELY AFTER ANOTHER SHORT ASSURED 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 ASSURED TENANCY HAS SPECIAL RIGHTS TO REPOSSESS THE HOUSE. IF THE LANDLORD TERMINATES THE TENANCY BY ISSUING A VALID NOTICE TO QUIT 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.

Part 3. Address and telephone number of agents if appropriate

of landlord's(s) agent

of Tenant's(s) agent

NOTE 4 TO PROSPECTIVE TENANT.

A TENANT OF A SHORT ASSURED TENANCY HAS A SPECIAL RIGHT TO APPLY TO A RENT ASSESSMENT COMMITTEE FOR A RENT DETERMINATION FOR THE TENANCY.

NOTE 5 TO PROSPECTIVE TENANT.

IF YOU AGREE TO TAKE UP THE TENANCY AFTER YOUR LANDLORD HAS SERVED THIS NOTICE ON YOU YOUR, TENANCY WILL BE A SHORT ASSURED 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 30 OF THE HOUSING (SCOTLAND) ACT 1988 ONCE THE TERMS ARE AGREED.

NOTE 6 TO PROSPECTIVE TENANT.

IF YOU REQUIRE FURTHER GUIDANCE ON ASSURED AND SHORT ASSURED TENANCIES, CONSULT A SOLICITOR OR ANY ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

SPECIAL NOTES FOR EXISTING TENANTS

1. If you already have a regulated tenancy, other than a short tenancy, should you give it up and take a new tenancy in the same house or another house owned by the same landlord, that tenancy cannot be an assured tenancy or a short assured tenancy. Your tenancy will continue to be a regulated tenancy.
2. If you have a short tenancy under the Tenant's Rights etc (Scotland) Act 1980 or the Rent (Scotland) Act 1984 your landlord can offer you an assured tenancy or a short assured tenancy of the same or another house on the expiry of your existing tenancy.
3. If you are an existing tenant and are uncertain about accepting the proposed short assured tenancy you are strongly advised to consult a solicitor or any organisation which gives advice on housing matters.

Apendix 5

Schedule of charges

CHECK WITH HOTEL SERVICES FOR THE LATEST VERSION

NHS SHETLAND ACCOMMODATION CHARGES 1 February 2013

| Address | Details | Monthly Rent 12/13 FIRST 6 MONTHS | Monthly rent AFTER 6 MONTHS | Council tax Monthly CT 12/13 |
|--|---------------------------|--|--|---|
| Hubie, Fetlar | Island nurses house | £200.00 | n/a | £68.62 |
| Foula | Island nurses house | £201.70 | n/a | £68.62 |
| Out Skerries | Island nurses house | £279.68 | n/a | £68.62 |
| North Shirva, Fair Isle | Island nurses house | £233.54 | n/a | £68.62 |
| 24 Voesome, Bressay | Island nurses house | £233.54 | n/a | £80.37 |
| 7 Port Arthur, Scalloway | 2 bedroom house | £367.84 | £459.80 | £74.52 |
| Toogs, Bridge End, Burra | 2 bedroom house | £367.84 | £459.80 | £93.76 |
| 49 Norderdale, Lerwick | 3 bedroom house | £381.00 | £476.25 | £107.15 |
| 52 Norderdale, Lerwick | 3 bedroom house | £381.00 | £476.25 | £107.15 |
| 5/7 Goodlad Crescent | 3 bedroom house | £381.00 | £476.25 | £107.15 |
| 5/7 Goodlad Crescent | Room in shared house | £200.00 | £250.00 | £107.15 |
| 9/11 Goodlad Crescent | 3 bedroom house | £381.00 | £476.25 | £107.15 |
| 9/11 Goodlad Crescent | Room in shared house | £200.00 | £250.00 | £107.15 |
| 11 Scalloway road single room in flat | Room in shared flat | £200.00 | £250.00 | £120.55 |
| 11 Scalloway road whole flat | 2 bedroom flat | £367.84 | £459.80 | £60.28 |
| 13 Scalloway Road whole flat | 2 bedroom flats | £367.84 | £459.80 | £120.55 |
| 13 Scalloway Road single room in flat | Room in shared flat | £200.00 | £250.00 | £60.28 |
| Breiwick Flats 1 bedroom - flat 4 | 1 bedroom flat | £306.95 | £383.69 | £93.76 |
| Breiwick Flats 2 bedroom - 1,2,3,5 & 6. | 2 bedroom flats | £381.00 | £476.25 | £93.76 |
| Nordavatn - RENTED BY NHSS from Hjaltland HA | 1 bedroom flat | £383.69 | £479.61 | £95.00 |
| Montfield Blocks | Single room accommodation | £306.95 | £383.69 | £12.44 |
| Weekly Charge for Students - Montfield flats | Weekly student rate | £34.20 | n/a | |
| | | | | |
| UTILITIES MONTHLY CHARGES | | | | |
| Norderdale | | £100.00 | | |
| Nordvatn | | £100.00 | | |
| Goodlad Crescent | | £100 per month house | £50 per month / room | |
| Flats | | £50.00 | | |
| Montfield Blocks | | £50 per month | | |

1. Rapid Impact Checklist

NHS Shetland

An Equality and Diversity Impact Assessment Tool:

| | |
|--|---|
| <p>Which groups of the population do you think will be affected by this proposal? Other groups:</p> <ul style="list-style-type: none"> • Minority ethnic people (incl. Gypsy/travellers, refugees & asylum seekers) • Women and men • People with mental health problems • People in religious/faith groups • Older people, children and young people • People of low income • Homeless people • Disabled people • People involved in criminal justice system • Staff – who may belong to one or more of the diversity groups relating to ethnicity, gender, religion and faith, low income, disability and sexuality • Lesbian, gay, bisexual and transgender people | |
| <p>N.B The word proposal is used below as shorthand for any policy, procedure, strategy or proposal that might be assessed</p> | <p>What positive and negative impacts do you think there may be?</p> <hr/> <p>Which groups will be affected by these impacts?</p> |
| <p>What impact will the proposal have on lifestyles? For example, will the changes affect:</p> <ul style="list-style-type: none"> • Diet and nutrition • Exercise and physical activity • Substance use: tobacco, alcohol and drugs? • Risk taking behaviour? • Education and learning or skills? | <p>No impact</p> |

| | |
|--|--|
| <p>Will the proposal have any impact on the social environment? Things that might be affected include:</p> <ul style="list-style-type: none"> • Social status • Employment (paid or unpaid) • Social/Family support • Stress • Income | <p>No</p> |
| <p>Will the proposal have any impact on the following?</p> <ul style="list-style-type: none"> • Discrimination? • Equality of opportunity? • Relations between groups? | <p>No</p> |
| <p>Will the proposal have an impact on the physical environment? For example, will there be impacts on:</p> <ul style="list-style-type: none"> • Living conditions? • Working conditions? • Pollution or climate change? • Accidental injuries or public safety? • Transmission of infectious disease? | <p>Yes, positively in supporting fair access to good standard living conditions for those accessing Board accommodation, and reducing the risks of accidental injury in that accommodation</p> |
| <p>Will the proposal affect access to and experience of services? For example,</p> <ul style="list-style-type: none"> • Health care • Transport • Social services • Housing services • Education | <p>Yes, because if it was not in place or was not fair in meeting the needs of those most vulnerable, it could mean that more staff had to look to local Housing Services for support</p> |

Rapid Impact Checklist: Summary Sheet

Positive Impacts (Note the groups affected)

Providing equitable access for staff regardless of disability and other diversity characteristics.

Negative Impacts (Note the groups affected)

May be issues with regard to keeping of pets which the policy allows only with permission.

Additional Information and Evidence Required

None

Recommendations None

From the outcome of the RIC, have negative impacts been identified for race or other equality groups? Has a full EQIA process been recommended? If not, why not?

No negative impacts identified