

# **SCOTTISH EPISCOPAL CHURCH**

## **Clergy housing**

### **Checklist for Allocation of Responsibilities**

It is a condition of the provision of a house of residence to an office holder that the office holder occupies it for the better performance of the duties of the office and the terms on which the house of residence is occupied shall not create a relationship of landlord and tenant between the Vestry and the office holder.

To provide clarity the following lists respective obligations and expectations for consideration and agreement.

“Property” for the purposes of this document includes any land or other buildings which forms or form part of or is or are ancillary to the house of residence or other accommodation.

#### **General**

1. The care of all clergy housing is the responsibility of the Vestry of the Charge (Canon 60).
2. The Vestry should follow the “Recommended guidelines adopted by the provincial administration board for minimum standards for clergy housing”.
3. Housing should comply with the Province's environmental and climate change policies.
4. All documentation concerning the property should be contained in a Property Register designated to the property, with a person responsible for its upkeep.
5. All property should be subject to a Quinquennial Inspection, instituted by the Vestry, by a suitably qualified architect/surveyor. The Vestry should ensure that the recommendations for work to be carried out in the categories of Urgent, Necessary, Desirable are expeditiously acted upon. In addition, there should be an annual inspection of the property, internally and externally, undertaken jointly by a representative of the Vestry and the office holder and the office holder should be asked whether there are any matters which they wish to draw to the attention of the Vestry.
6. The property should be properly insured by a recognised insurer (Canon 60) and where contents contained in the property belong to the Vestry, they should be detailed on an inventory, which should be audited annually, and the contents should be properly insured by a recognised insurer. The Office Holder should be encouraged to take out and review annually Personal Contents Insurance. There should be adequate security protection as

advised by the local Crime Prevention Officer. Such protection should be regularly reviewed to ensure compliance with the requirements of the protection system and appropriate records should be kept.

7. The property should have an Energy Performance Certificate (EPC) rating of at least C. Should the rating be lower than C then the vestry should consider taking remedial action or offering an appropriate heating allowance.

### **Specific Obligations of the Vestry**

The Vestry shall be under a duty: -

- (a) to keep the property in repair and for the purposes of this document, “repairs” means such works of repair and replacement as are needed:-
  - (i) to keep in repair the structure and exterior of the buildings of the property, including doors, windows, drains, gutters and external pipes;
  - (ii) to ensure that the grounds, within which clergy housing is situated, are maintained to a reasonable standard, to keep in repair all walls, fences, gates, drives and drains of the property, other than those which some person other than the office holder is wholly liable to repair; and
  - (iii) to keep in repair and proper working order:-
    - the installations in the property for the supply of water, gas and electricity, and for sanitation, including basins, sinks, baths and sanitary conveniences,
    - the installations in the property for space heating and heating water, and
    - any fixtures, fittings and appliances in the property (other than those mentioned in the preceding sub-paragraphs) provided by the Vestry,

including works of interior decoration necessitated in consequence of such works as aforesaid.

- (b) to provide and maintain fire protection which must comply with the Scottish government regulations which can be found at <https://www.gov.scot/publications/fire-and-smoke-alarms-in-scottish-homes/>. To summarise there should be:
  - One smoke alarm installed in the room most frequently used for general daytime living purposes
  - One smoke alarm in every circulation space on each storey, such as hallways and landings
  - One heat alarm installed in every kitchen

All alarms should be ceiling mounted and interlinked, that means when one alarm is activated all alarms will sound.

Where there is a carbon-fuelled appliance (such as boilers, fires (including open fires) and heaters) or a flue, a carbon monoxide detector is also required which does not need to be linked to the fire alarms. The Vestry should make sure the fire alarms, smoke detectors, CO<sub>2</sub> detectors, fire blankets and fire extinguishers are serviced and checked regularly.

(c) to ensure that there is adequate outside illumination for accident prevention;

(d) to pay the Council Tax

In determining for the purposes of this document the standard of repair appropriate to any building regard shall be had to the age, character and prospective life of the building and, in particular, in the case of a listed building or a building in a conservation area, to the special architectural or historic interest of the building.

### **Specific Obligations of the Office Holder**

The office holder shall be under a duty:-

- (a) to permit the Vestry or its officers or agents to enter the property in exercise of the Vestry's rights;
- (b) to keep the property and any contents of the property provided by the Vestry clean and free from deterioration, with the exception of fair wear and tear, [and to keep any garden or other grounds belonging to the property in a reasonable state of upkeep];
- (c) to notify the Vestry of any works of repair that may from time to time be needed to the property as soon as reasonably practicable after the office holder becomes aware of them;
- (d) if required to do so by the Vestry, to the extent that it is not recoverable under any insurance policy, to pay the whole or part of the reasonable cost of any repairs to the property which a report of a qualified surveyor authorised by the Vestry specifies to be necessary as the result of damage caused or aggravated by the deliberate act of the office holder or a member of the office holder's household residing with him or her or by a breach of the office holder's obligations under this document;
- (e) not to use the property except as a private residence for the office holder and his or her household and for such other church purposes as may be agreed by the Vestry, which agreement shall not be unreasonably withheld;
- (f) not to make any repairs, alterations or additions to the property without the consent of the Vestry;
- (g) if the property is held on a lease, to observe any term, condition or covenant binding the tenant under the lease and, in any case, to indemnify the Vestry in respect of any breach by the office holder or by any member of the office holder's household living in the property of any term, condition or covenant binding on the occupier;
- (h) to vacate the property within the period of [three months] from the date on which the office holder ceases to hold the office or on which he or she

takes up a new office, whichever is sooner or within such longer period as the Vestry may allow and to leave the property clean and tidy and clear of all personal possessions belonging to the office holder or any members of his or her household residing in the property.

- (i) to keep the Vestry informed of matters arising from any notice given to him or her by a Government department, local or other public authority, public utility undertaker or, in the case of property held on a lease or tenancy, the landlord of the property; and the Vestry shall, unless it agrees otherwise with the office holder, advise on or undertake negotiations in respect of any such matters.

### **Decease of the Office Holder**

If the office holder dies whilst occupying the property normally any member of his or her household living in the property at that time may remain in occupation for the period of [three months] from the date of the office holder's death or such longer period as the Vestry may allow and any such person shall, for the duration of his or her occupation, be subject to the same obligations, so far as relevant, under this document as is the office holder.

### **Rights of entry**

The Vestry or its officers or agents may enter the property provided on first giving, except in an emergency, reasonable notice to the office holder, to inspect or carry out repairs to the property or to inspect, repair, replace or remove any contents of the property which have been provided by the Vestry or for such other reasonable purpose as is consistent with the powers and obligations of the Vestry.

### **Disputes and variation of terms**

If there is any dispute about the performance of the respective obligations of the Vestry and the office holder under this document which cannot be resolved by mutual agreement, it shall be referred for arbitration by a single arbiter appointed by agreement between the Vestry and the office holder or, failing agreement, by the President of the Royal Institution of Chartered Surveyors and the decision of any arbiter so appointed shall be final.

Provincial Buildings Committee  
November 2023