



TENANCY AGREEMENT AND CONDITIONS



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YOUR TENANCY CONDITIONS

1. (a) This is an important legal document which sets out your rights and responsibilities and the Council's rights and responsibilities. Please keep it in a safe place.
- (b) These conditions may be changed by the Council but the Council must give you notice beforehand and an opportunity to make comments on the proposed changes. The Council must follow the procedures set out in the Housing Act 1985.
- (c) These conditions make you a secure tenant.
- (d) Because you are a secure tenant you cannot be asked to leave your home unless the Council obtains from a Court an Order for Possession.

Note

If you stop using the property as your only or main home you will no longer be a secure tenant.

If you are no longer a secure tenant, the Council can end your tenancy by serving a Notice to Quit at the property giving you at least 4 weeks notice.

2. YOUR RENT

- (a) Your tenancy is a weekly tenancy starting every Monday.
- (b) Your rent is due on Monday of every week. You must pay your rent on time. There are occasional "rent free" weeks when no rent is due and these are shown on your rent card.
- (c) The amount of your rent is shown on your Tenancy Agreement but may be increased from time to time. You will be given at least 4 weeks' written notice of any increase.
- (d) If you are joint tenants, you are each responsible for all the rent and for any arrears of rent, whether or not you still live at the property.

Note

If you do not pay your rent the Council can ask a Court to make an Order for Possession. You may be liable for any costs incurred by the Council in getting an Order for Possession.

YOU MAY BE EVICTED FROM YOUR HOME IF YOU DO NOT PAY YOUR RENT OR IF ANY OF THE OBLIGATIONS SET OUT IN THIS DOCUMENT ARE BROKEN OR NOT PERFORMED.

2.1 Service/Heating Charges

You are responsible for paying the amount of any service/heating charges shown on your Tenancy Agreement or a separate additional service charge agreement. These amounts may be increased from time to time. You will be given at least 4 weeks written notice of any such increase.

Your service/heating charges are due on Monday of every week and you must pay them on time. There are occasional "rent free" weeks when no service/heating charge is due and these are shown on your rent card.

3. **REPAIRS**

3.1 The Council's Responsibilities

- (a) The Council must repair and maintain:
- the structure and exterior of the building (including roofing, walls, floors, ceiling, windows and window frames, external doors, drains, gutters and outside pipes)
 - kitchen and bathroom fixtures (including sinks, basins, toilets, baths and unless the Council agrees otherwise, kitchen units)
 - electrical wiring
 - gas pipes
 - water pipes
 - fixed heating equipment
 - water heating equipment
 - any communal areas around your home (including, stairs, lifts, landings, lighting, entrance halls, paving and parking areas).
- (b) The Council must paint the outside of your home at regular intervals.
- (c) The Council must clear up after a repair.
- (d) The Council must do repairs within a reasonable time of the repair being reported to the Council.

The Council is not responsible:

- (a) For any damage or disrepair to your home caused deliberately by you or any person living with you or visiting you, or by your own neglect or carelessness. If the Council repairs such damage you may be charged for the cost of the repairs.
- (b) For rebuilding or reinstatement of your home if it is destroyed or damaged beyond economic repair, by fire, flood or any other accident.

This does not affect any obligation the Council may have to re-house you, following an incident of this nature.

- (c) For repairing or maintaining anything which you are entitled to remove from your home at the end of your tenancy.
- (d) For repairing or maintaining anything which you have built, fitted or installed without written permission from the Council.
- (e) For repairing and maintaining smoke alarms fitted by the Council as these do not form part of the structure.

3.2 Your Responsibilities

- (a) You must carry out small repairs (for example unblocking sinks, replacing internal door handles). If the Council carries out such repairs you may be charged for the cost of the repairs.
- (b) You are responsible for decorating inside your home.
- (c) You are responsible for repairing and maintaining your own household equipment and appliances.
- (d) You must immediately report any other damage, faults or disrepair to any One Stop Shop or the Contact Centre.
- (e) You must allow Council Workers or people sent by the Council into your home to inspect, carry out repairs or do any other works which are necessary to your home or adjoining properties. Usually the Council will give you reasonable notice but in emergencies the Council will need access immediately and if necessary the Council will force entry to your home. If the Council does force entry to your home it will make sure your home is left secure.
- (f) If your home has been fitted with a smoke alarm by the Council, you are responsible for keeping the smoke alarm in good working order and in good condition and in particular for replacing the batteries when necessary.

Note

You are not responsible for carrying out repairs which are necessary through wear and tear, or lapse of time.

4. IMPROVEMENTS AND ALTERATIONS

- (a) You must ask the Council for written permission if you wish to carry out any improvements, additions or alterations to your home.
- (b) The Council will not unreasonably refuse to give its permission but may require you to carry out the works to appropriate standards.
- (c) You may also have to obtain planning permission or building regulation approval before you start work.

5. NUISANCE AND HARASSMENT

- (a) You are responsible for the behaviour of every person (including children) living or visiting your home. You are responsible for them in your home and garden, on surrounding land, in communal areas (for example stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality or neighbourhood around you home.
- (b) You or any person living in or visiting your home must not do anything which is likely to be a nuisance or annoyance to your neighbours, their children or visitors, or to any person visiting or engaging in their business in the locality or neighbourhood around your home or to any Council Officer.
- (c) You or any person living in or visiting your home must not commit any form of harassment which:
 - (i) interferes with or is likely to interfere with the peace and comfort of, or cause offence to any other tenant or any person living in or visiting your home;
 - (ii) causes offence, or is likely to cause offence to an Officer of the Council or interferes with or is likely to interfere with the lawful business of an Officer of the Council.

Examples of harassment include racist behaviour or language, using or threatening to use violence, using abusive or insulting language; damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti.
- (d) You or any person living in or visiting your home must not use your home or any communal area for illegal or immoral activity (for example, selling or using drugs, prostitution).
- (e) You must not inflict violence or threaten violence against any other person living with you or in another Council owned property. You must not harass or use mental, emotional or sexual abuse or violence to make anyone who lives with you leave your home.
- (f) If you are convicted of an arrestable offence in the locality or neighbourhood around your home the Council may consider seeking possession of your home.

6. VEHICLES AND PARKING

- (a) You must not park a vehicle anywhere on your property except in a garage or a “hard-standing” (which is a driveway or paved area intended for parking).
- (b) You must not park a caravan, motor home, boat or trailer on your garden, driveway, paved area around your home or on any communal parking areas, unless you have the written permission of the Council.
- (c) You or any person living in or visiting your home must not park anywhere that would obstruct emergency services.
- (d) You must not park an un-roadworthy vehicle anywhere on land around your home or on the road.
- (e) You must not do major car repairs on the land around your home or on the road.

7. PETS

- (a) Tenants of flats in a building with a communal entrance must not keep dogs or cats unless the flat has its own separate entrance.
- (b) Tenants in any sheltered scheme which has a communal lounge must not keep dogs or cats.
- (c) Tenants of other types of properties may keep dogs and/or cats provided they are kept under proper control and do not cause a nuisance or annoyance or frighten other people or cause damage to any property.
- (d) You must not keep any animal the Council decides is unsuitable for your home. If you are in any doubt please contact your Tenancy Officer.

8. AERIALS AND SATELLITE/SKY DISHES

- (a) You must obtain written permission from the Council before putting up any aerial (including T.V., C.B. or Satellite/Sky dishes). You may also require planning permission, particularly if you live in a flat. **You must check this with the Council’s Planning Department.**
- (b) If the Council repairs any damage caused to your home by the installation, presence or removal of the aerial/dish, you may be charged for the cost of these repairs.
- (c) You are responsible for repairing and maintaining any aerials/dishes on your home.

9. INFLAMMABLE AND DANGEROUS MATERIALS

You must not keep or use any paraffin, petrol, bottled gas or any other dangerous materials in your home or in communal areas or allow anyone else living in or visiting your home to do so without first getting the Council's written permission.

10. USE OF YOUR HOME

- (a) You must use your Council property as your main home.
- (b) You must not have more people living in your home than the maximum number allowed. If you are unsure what is the maximum number allowed, please ask your Tenancy Officer.
- (c) If you will be away from your home for more than a month you must first tell your Tenancy Officer.
- (d) You must not run a business from your home or allow anyone else to do so without first getting the Council's written permission. You may also need planning permission.
- (e) You must keep your garden tidy and clear of rubbish.
- (f) You must not trim or cut down any trees in your garden without first getting the Council's written permission.

11. LODGERS AND SUB-LETTING

- (a) You may take in lodgers
- (b) You may sub-let **PART** of your home provided you have the Council's written permission.
- (c) You must not sub-let or part with the whole of your home.

12. EXCHANGING YOUR COUNCIL HOME

- (a) You have the right to swap your home with another Council tenant (this is called a mutual exchange) but you must first get the Council's written permission. The Council will only refuse permission if:
- the Council is taking action against any of the tenants involved
 - one of the homes would be overcrowded
 - one of the homes would be too large for the new occupiers
 - the exchange would mean that a home adapted for people with special needs would have no one living there who needed the adaptations.
- (b) The Council may also set certain conditions which you must meet before the mutual exchange can go ahead, namely:
- you must not owe any rent
 - if you have broken any of the other conditions of this Tenancy Agreement you must first put that right before an exchange can be approved.

13. LEAVING YOUR HOME AND ENDING YOUR TENANCY

- (a) You must give the Council at least 4 weeks' notice in writing before you want to leave your home. The notice period must end by 12 noon on a Monday.
- (b) You must leave your home on or before the end of your notice period. You must also hand in to any One Stop Shop, all the keys to the property on or before the end of your notice period and if you do not the Council may charge you rent for every week until the Council recovers the property.
- (c) If you are joint tenants any one of you can end the tenancy by giving the Council 4 weeks' notice.
- (d) You must leave your home, the fixtures and any furnishings the Council has provided in good condition.
- (e) The Council will charge you for repair or replacement if damage has been caused to your home deliberately or by your own neglect and for any minor repairs which you should have done. You will not have to pay for normal wear and tear.
- (f) You must not leave anyone else in your home when you leave.
- (g) Do not leave any of your belongings behind. If you do, the Council may treat them as rubbish and dispose of them. The Council may charge you for the cost of clearing the property.

INTRODUCTORY TENANTS ONLY

Unless you are transferring from a secure tenancy, you will start your tenancy as an 'introductory tenant'.

Your introductory tenancy will last for one year. If you do not break any of the tenancy conditions during this time and the Council does not take action against you, you will automatically become a 'secure tenant'.

If, during your introductory tenancy, you break any of the conditions, in this agreement or there is any other reason under housing legislation or any future laws which persuades the Council to get involved, the Council may take action to end your tenancy before you become a secure tenant. For more detail please read the leaflet on Introductory Tenancies.

By law, during your introductory tenancy, you do not have the same rights as a 'secure tenant'. **You cannot:**

- **apply for the right to buy your home**
- **vote for a change to a new landlord**
- **sub-let your home**
- **make a structural change to the property**
- **apply to exchange your home**

In certain circumstances the Council may let you take in a lodger or someone to provide you with support and care. You must get the Council's written permission first. The Council may refuse permission if you do not meet certain conditions. Please ask your Tenancy Officer for more information.

The following tenancy conditions apply to 'secure tenant's only and do not apply during the introductory tenancy:

- Clause 1 (c) and (d) on page 2**
- Clause 11 (a) and (b) on page 7**
- Clause 12 (a) and (b) on page 8**