

TERMS AND CONDITIONS OF YOUR TENANCY AGREEMENT

If you or anybody you know requires this or any other council information in another language, please contact us and we will do our best to provide this for you. Braille, Audio tape and large print versions of this document are available upon request.



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1. Introduction

- 1.1. This Tenancy Agreement, ('Agreement') and the accompanying Tenancy Support Pack explains your rights and responsibilities as a tenant and of Dartford Borough Council as landlord.
- 1.2. If you want a family member or friend to assist you with housing related issues and to advocate on your behalf, you will need to complete a third party consent form. This form grants permission for Housing Services to discuss your details with the designated person, ensuring compliance with privacy and confidentiality policies.
- 1.3. **Tenancy Fraud**
- 1.4. To help prevent tenancy fraud, you must allow us to take a digital photograph of yourself and that of any joint tenant at the start of this Agreement and at reasonable intervals afterwards, we will also request photographic ID. This applies to all new and existing tenants. Tenancy checks and/or audits may take place at any time to ensure that who is in the property is allowed to be there (see our Tenancy Fraud Policy for Council Housing and our Landlord and Tenant Privacy Notice).
- 1.5. **Minors**
- 1.6. Under current law, a minor cannot hold a legal interest in land (in this case a tenancy). A tenancy will only be granted to someone aged 18 or over, unless there are exceptional circumstances or in the case of a joint tenancy, where one joint tenant is over the age of 18.

2. Explanation of Terms

- 2.1. In this Agreement the following terms are used:
 - i) "Council", "we", "us," "landlord" means Dartford Borough Council.
 - ii) "You", "your", "tenant" means you as the tenant of the landlord.
 - iii) "The property" means the dwelling let subject to this Agreement, including all land, gardens and outbuildings let with the property.
 - iv) "The estate" includes all adjoining or neighbouring premises, whether or not owned and/or managed by the Council.
 - v) "Anti-social behaviour" is defined as 'behaviour by a person which causes, or is likely to cause, harassment, alarm or distress to persons not of the same household as the person'.
 - vi) "Common parts" or "communal areas" means any part of the building which more than one tenant on an estate shares or can use, for example, paths, gates, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

- vii) “Compensation” means monetary compensation that may be issued at the end of a tenancy for improvements made to the property.
- viii) “Exchange” means to swap tenancies with another person.
- ix) “Home” means the property let to you.
- x) “Improvement” means any addition or alteration to the property.
- xi) “Landlord’s fixtures and fittings” mean all appliances in the property including installations for supplying, or using, gas, electric and water.
- xii) “Lodger” means a person who pays you money to let them live in the property with you.
- xiii) “Neighbours” include everyone living in the local area, including people who own their own homes and other tenants.
- xiv) “Notice” means any lawful Notice, served under the terms of this Agreement that may be served by the Courts or the Council by email, hand or ordinary post.
- xv) “Partner” means someone who is living with you as a husband, a wife, a civil partner, a non-married heterosexual partner or a non-married same sex partner.
- xvi) “Rent” means the weekly rent, as amended from time-to-time, and any service charges and support charges which you are required to pay under the terms of this Agreement, which may also be amended from time-to-time.
- xvii) “Sub-let” means letting part of your home to another person(s).

3. Types of Tenancies

- 3.1. The Council operates two types of tenancies known as Introductory and Secure.
- 3.2. **Introductory Tenancies**
- 3.3. Everyone from the housing register who is offered a Council property for the first time is granted an Introductory Tenancy. An Introductory Tenancy is a ‘trial’ tenancy for a period of one year. At the end of the trial period your tenancy will become a Secure Tenancy provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of your Introductory Tenancy we will carefully consider what action we will take and it is possible that you will be evicted from your home. If this happens, it is highly unlikely that we will offer you another Introductory Tenancy elsewhere.
- 3.4. Such tenancies have fewer rights than Secure Tenancies (see 4.6.), but automatically become Secure after 12 months unless:

- a) The Council serves a Notice of Proceedings for Possession and applies to the Court for an order for possession; or
 - b) The Council serves a Notice of Extension, proposing to extend the 12 month period by 6 months.
- 3.5. During your Introductory Tenancy period, you must not cause a nuisance or engage in anti-social behaviour. You must pay your full rent on time one week in advance or monthly in advance, look after the property and inform the Council of any changes in circumstances. If you do not, then the Council may seek possession of the property or extend the Introductory Tenancy (see 4.7.).
- 3.6. Tenants on an Introductory Tenancy do **NOT** have the right to:
 - Buy their home under the Government's Right to Buy scheme
 - Exchange their home
 - Take in a lodger or additional person
 - Sublet part of their property
 - Make any alterations or improvements to their home
- 3.7. **Extending an Introductory Tenancy or Seeking Possession of the Property**
- 3.8. An Introductory Tenancy can be extended by 6 months provided the Council has served a Notice at least 8 weeks before the expiry date of the trial period, and the tenant has not requested a review or, if they have requested a review, the decision on review was to confirm the landlord's decision to extend the trial period.
- 3.9. Any notice of extension served by the Council must state:
 - The reasons for the extension
 - That the tenant has the right to ask for a review
 - That a review must be sought within 14 days of the notice of extension being served
- 3.10. If the Council serves a Notice of Proceedings for Possession (NOPP), introductory tenants have the right to request a review of this decision. The request must be made in writing within 14 days of the Notice being received. If the decision on review upholds the decision to seek possession and the Council brings proceedings for possession of the property, a court is obliged to grant the Council an order for possession if it is satisfied that the procedures of Notice and review have been correctly followed.
- 3.11. **Secure Tenancies**
- 3.12. If you have a Secure Tenancy we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy because you have broken any of the conditions of this Agreement.
- 3.13. However, we are not allowed to evict you from your home without proving our case in a court of law. The Council can only obtain an Order for Possession from the Court, based upon one or more of the Grounds contained in Schedule 2 to the Housing Act 1985, (as amended) or under s84a and Schedule 2A of the Housing

Act 1985 and Sections 94-100 of the Anti-Social Behaviour Crime and Policing Act 2014. These grounds are summarised in Annexes 1 and 2.

3.14. **Secure Tenant's right of review**

3.15. A Notice of Seeking Possession (NOSP) served by a local authority must inform the tenant of their right to request a statutory review of its decision to seek possession where possession has been sought under the Ground set out in Annex 2 (Absolute Ground for Possession for Anti-Social Behaviour).

3.16. The tenant must request a review within seven days of service of the NOSP.

3.17. The landlord does not have the power to extend the time allowed in which to request a statutory review.

3.18. The tenant's request must:

- be in writing
- set out the grounds on which the review is sought
- state whether s/he requires an oral hearing

3.19. The landlord must give the tenant five days' notice of the hearing date and/or the requirement to make written representations where the tenant has not requested a hearing.

3.20. The review must be carried out:

- before the date after which court proceedings can start as specified in the NOSP
- by someone senior to the person who made the original decision to seek possession

3.21. The landlord must notify the tenant of its review decision in writing, and set out its reasons if the original decision is upheld.

3.22. **Subject to qualifying conditions Secure Tenants have a right to:**

- a) Buy their home at a discount under the Government's Right to Buy scheme, unless they live in an exempted property, such as one specifically built or adapted for the disabled or the elderly (e.g. scheme housing). To take advantage of this right, they must have been a public sector (council) tenant for at least 3 years (this may be subject to any changes to legislation).
- b) Take in a lodger or additional person, provided these changes in occupation do not cause overcrowding as defined in Part X of the Housing Act 1985.
- c) Exchange properties with another Secure Tenant of the Council or another local authority or a housing association. The Council's written consent to this must be obtained. **Tenants living in scheme housing for older people can only exchange their home with another tenant who is eligible for scheme housing for older people.**
- d) Carry out certain alterations and/or home improvements. You may also be entitled to claim compensation for home improvements at the end of your tenancy (see the Compensation for Improvements Policy).

e) Apply to the Council to sub-let **part** of your home. Sub-letting of the whole property is NOT allowed under any circumstances.

- 3.23. Tenants living in scheme housing for older people should not take in a lodger or sublet part of their home as this type of housing is designed for people with support needs. In addition, they are usually one bedroom properties and as such, are unlikely to be suitable for lodgers or subtenants and may cause overcrowding.

4. Terms of this Agreement

- 4.1. We may add to, or alter, the terms of this Agreement after giving appropriate notice and carrying out such consultation as may be required by law. These changes may include alterations to the boundaries of the property.
- 4.2. Your possession of the property and signed and dated Tenancy Agreement, shall be deemed conclusive evidence of your acceptance of the terms of this Agreement by the Council.
- 4.3. Your tenancy starts on the date written on the front page of this Agreement. It begins on a Monday and ends on a Sunday and runs on a weekly basis until it is brought to an end in accordance with the law, by you or by us.
- 4.4. Where the landlord's consent is required, for example to carry out a mutual exchange or a home improvement, it will not be unreasonably withheld. Consent may be given subject to certain conditions, which if not kept will lead to the withdrawal of the consent as if it had never been given.
- 4.5. The terms of this Agreement give you the right to take possession of the property at the commencement date and to peacefully occupy it without interruption or interference from the Council unless:
- a) You break one or more of the conditions of this Agreement
 - b) The Council seeks possession of the property under one or more of the grounds for possession as set out in Annexes 1 and 2
 - c) You stop using the property as your only or principal home
 - d) You (or any one joint tenant) serve the Council with a Notice to Quit
 - e) You have provided false and misleading information to obtain the tenancy
 - f) You need to be moved out to allow redevelopment or major repairs to be carried out to the property as set out in the Council's Decant Policy
 - g) You no longer need to live in an adapted property designed for persons with physical disabilities
 - h) The Council becomes involved for any other valid reason
- 4.6. Where the rights and responsibilities of the Council under this Agreement are exercised, or provided by, other companies, these companies may be asked to enforce this Agreement on the Council's behalf.
- 4.7. Should you feel that the Council has failed to meet its obligations under this Agreement, you can:
- Contact your Housing Officer
 - Contact your local Councillor

- Use the Council's Complaints procedure
- Contact the Housing Ombudsman directly if you have gone through the Council's complaints process and you are not satisfied.

5. Serving of Notices

- 5.1. Any Notice will be properly served on the Council if you send it by ordinary post, or hand deliver it to the attention of the Tenancy Services Manager, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR or email it to HEM@dartford.gov.uk.
- 5.2. Any Notice will be properly served on you and/or any other persons in the property, if we send it by ordinary post, email it, hand deliver it to the address shown on your Tenancy Agreement or hand it to you personally.
- 5.3. In the case of a deceased tenant, any Notice will be properly served if it is addressed to the personal representatives of the former tenant and left at or sent by post to their last known address in the UK. A copy will also be served on the Public Trustee if a tenant dies without a will or with a will but without an executor.
- 5.4. Tenants are also required to complete a Tenancy Termination form available from their Housing Officer.

6. Succession to or Assignment of a Tenancy

- 6.1. The Council's Housing Assignment Policy sets out the terms and conditions of succession and assignment in full and should be read alongside these Tenancy Terms and Conditions.
- 6.2. **Tenancy Succession**
Succession is where your tenancy passes on to someone after your death. Your statutory succession rights are set out in the Housing Act 1985, Housing Act 1986 and the Localism Act 2011 and can be summarised as follows:
 - a) If you became a tenant before 1 April 2012, when you die your tenancy can pass to your spouse or civil partner (or family member if they were living with you for at least 12 months prior to the time of your death - proof of this will be required);
 - b) If you became a tenant after 1 April 2012, your tenancy can only pass to your spouse, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.
 - c) If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.
 - d) If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy thereafter. Legislation allows only one succession.
- 6.3. If a person who has been living with you does not have the statutory right to succeed to your tenancy (known as non-statutory succession) we may use our discretion to allow a new Secure Tenancy to be granted only in the circumstances set out in our Housing Assignment Policy.

6.4. In all cases, succession of a tenancy will be subject to meeting the required criteria set out in the Council's current Housing Assignment Policy

6.5. **Transferring your tenancy (Assignment)**

You have the right to transfer (assign) your tenancy to someone else if:

- We give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; or
- We have received a court order instructing us to transfer the tenancy or
- It is by way of mutual exchange.

If you do not obtain the Council's consent to an assignment where the Council's consent is required, possession proceedings may be taken by the Council.

Tenants living in Dartford's scheme housing for older persons can only transfer their tenancy to a person eligible to live in scheme housing.

7. Payment of Rent

7.1. You must pay your rent and pay it on time. The rent is due on Monday of every week, but as long as it is paid in advance, you may pay more than one week's rent at a time. If you are paying your rent monthly, you must pay this monthly in advance. There are some free weeks when no rent is due, and these are usually in April and December. If you are in arrears with your rent payments you must continue to pay during these rent free periods.

7.2. If you do not pay the rent on time we may go to Court to get legal permission to end the tenancy and repossess the property, or take other legal steps to recover the arrears. For further information see the Council's [Rent Arrears Policy](#).

7.3. If we go to Court, either to enforce the terms of this Agreement or to defend proceedings brought against the Council by you, reasonable legal costs and expenses incurred (including VAT) may be charged to you, unless the Court orders otherwise. If costs are awarded to the Council, you will be required to pay them in line with the court order.

7.4. If you have a joint tenancy, each joint tenant is responsible and severally liable for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed.

7.5. The rent and other charges payable may be altered from time to time and are reviewed each year in line with Government policy. Any change will take effect from the first Monday in April each year. The Council will write to you, giving you a minimum of 4 weeks' notice (or any such Notice as required by legislation), to let you know the new amount you will have to pay from the first Monday in April of that year. This gives you the opportunity to end the tenancy before the variation takes place.

7.6. We have the right to offer additional services which you will have to pay for as part of your rent or as additional service charges. You will be consulted before new

services are introduced and given an opportunity to end your tenancy before the new services and charges are introduced.

- 7.7. We will not increase the rent as a result of any improvements made by you to the property, but you must get the Council's permission in writing in advance of any works being started and any other approval required by law, such as planning permission. Any improvements must also conform to all relevant legal requirements, such as Building Regulations.
- 7.8. If you move to become the tenant of another Council-owned dwelling, we will use the payments subsequently made by you to pay off any debts you owe us, which relate to rent or occupation charges at your previous property or properties (former tenant arrears) in preference to rent due under the new tenancy.
- 7.9. If we owe you money, such as compensation or a Home Loss Payment under the Council's Decant Policy, this will be used towards the reduction of any other debts related to your property (apart from Housing Benefit or Council Tax Benefit) such as rent, recharges for repairs, storage or rubbish clearance.

8. Repairs, Maintenance and Improvements

8.1. The Council will:

- a) Carry out its obligations under sections 9A (Fitness for Human Habitation of dwellings in England) of the Landlord and Tenant Act 1985.
- b) Provide buildings insurance for the property.
- c) Maintain in good repair the structure and exterior of the property, including drains, gutters and external pipes, roofs, windows and external doors.
- d) Repair and maintain the equipment and fittings for:
 - Supplying water, gas and electricity
 - Sanitation, including basins, baths and toilets
 - Room and water heating
 - Smoke and carbon monoxide alarms
 - Lifts, where provided
- e) Maintain and clean all shared entrances, halls, stairways, lighting and other common parts for use by tenants, their families or visitors.
- f) Undertake repairs and improvements to your home and communal areas in line with the Council's Housing Repairs and Maintenance Policy.
- g) Make reasonable endeavours to remedy damaged decorations caused by structural defects, within three months of us remedying those defects, either by re-decorating or by us giving you a decorating allowance for you to redecorate yourself.
- h) Regularly inspect the communal amenities and facilities on estates to ensure that they are maintained to a reasonable standard.
- i) Usually give a reasonable period of notice of our intention to inspect the property or carry out any repairs or improvements, but reserve the right to force entry without notice where you have failed or refused to let us in more than once or there is an emergency that requires our immediate attention. If we force entry we can charge you for any costs of doing so (see our Housing Recharge Policy).
- j) On occasions, force entry to the property where urgently required or after a period of non-engagement from the tenant.

8.2. Where we fail to carry out necessary work within a reasonable time period without good reason, you have the right to exercise the Right to Repair which is detailed in our Housing Repairs and Maintenance Policy.

8.3. **The Council is not required to:**

- a) Carry out works and repairs which are necessary as a result of damage or neglect by you, a member of your household, or a visitor.
- b) Rebuild or otherwise reinstate the property to its former condition in the case of destruction by fire, tempest or other unavoidable accident.
- c) Repair or maintain anything which you are entitled to remove from the property, for example, your furniture, white goods etc.

8.4. **Tenants' Repair Responsibilities**

8.5. You are responsible for the following:

- a) Reporting any repairs for which the Council is responsible immediately you become aware of them.
- b) Allowing Officers, agents or contractors sent by the Council into the property to inspect or carry out any repairs and improvements. Access for this purpose must also be given to statutory bodies, such as Thames Water.
- c) Internal decorating. However, if you are elderly, disabled or vulnerable, help with decorating may be available in accordance with any Council scheme in operation at the time. For further information please speak to your Housing Officer and see our Vulnerable Adults' Housing Policy.
- d) Small repairs such as unblocking sinks or replacing tap washers or internal doors. (The Council may do these jobs for elderly, disabled or vulnerable tenants).
- e) Maintaining an acceptable internal state of the property. Floors and surfaces must be clean, tidy and free from clutter.
- f) Not letting waste or other materials that may cause a fire or attract vermin build-up in or around your home. Tenants are responsible for eradicating vermin/pests in their homes unless they are found in communal areas. If we have to carry out any works or special cleaning as a result of you not complying with this responsibility, we may recharge the costs of those works to you.
- g) Insuring your home contents against deliberate, malicious, criminal or accidental damage. We recommend that you take out **contents insurance**. Buildings insurance is covered by the Council.
- h) Repairing or replacing any part of the property which is damaged through your neglect, carelessness or wilful action. This includes the structure, drains, waste or soil pipes, fixtures and fittings. You are also responsible for any damage to the property or the shared areas caused by members of your household, lodgers or visitors. If such remedial work is not carried out within a reasonable time, we will carry out the work and we will recharge you for the full cost of the repair.
- i) Maintaining appliances for making use of the supply of gas, water and electricity such as cookers and washing machines. You are also responsible for repairing and maintaining anything which you are entitled to remove from the property, unless the damage was caused by some act or omission of the Council. **Tenants living in housing schemes are not allowed to install gas cookers in their properties.**

- j) Obtaining the written consent of the Council, before carrying out any internal or external alterations or improvements to the property (only secure tenants can carry out alterations or improvements). This includes changing locks to shared front entrance doors that give access to more than one dwelling.
If we give you permission to make an alteration or improvement, you must also obtain the necessary approvals, such as planning permission before you start any works and obtain any necessary Building Regulations consents.
If you make any alteration or improvement without the Council's agreement, you may have to return the property to how it was before you made the alteration or improvement. In the event that you fail to do so, the Council may do the work and you will be responsible for paying us the reasonable costs incurred for undertaking the works. We may also seek possession of the property under the terms of this Agreement.
 - k) Obtaining the consent of the Council in writing before putting up structures such as a greenhouse, garage, summerhouse, shed or decking anywhere on the property, or display any notice or advertisement, or install any broadcasting or receiving equipment. Consent will not be unreasonably withheld.
 - l) Making sure that no material applied to any surface, wall or ceiling of your home (inside or out) is difficult to remove (for example, a textured wall finish) without first obtaining the Council's permission in writing, such permission not to be unreasonably withheld. Highly flammable materials such as polystyrene or cork tiles are NOT permitted, under any circumstances, in any part of the property.
 - m) If you live in a ground floor flat or maisonette, obtain our written permission before installing any hard flooring (for example, tiled, wooden or laminate flooring). Such permission will not be unreasonably withheld. You must make sure that no such material applied to any surface is likely to cause or result in noise nuisance. **Permission will NOT be given for any hard flooring in a flat situated above ground floor level.**
 - n) If you live in a flat or maisonette, making sure that you, members of your family or visitors do not place anything in the loft space above the property as this space does not form part of your tenancy.
- 8.6. If you do not carry out any repairs or maintenance which are your responsibility, or if we are not satisfied with any improvements carried out by you, we will contact you. You will be told what repairs, maintenance or improvements need to be done and the time they must be done by. If you do not do the work within the set time, the Council may enter the property and do the necessary work and the Council may recharge you for the work and administration costs as set out in the Housing Recharge Policy.
- 8.7. If we need you to temporarily leave your home to enable us to do work on the property, you must leave your home for as long as necessary. Temporary accommodation will be provided. When the work is completed, we will tell you that you must leave the temporary accommodation and return to your home; you must vacate the temporary accommodation when we ask you to. (See our Decant Policy for further information).
- 8.8. The Council's Terms and Conditions of tenancy will apply to any temporary home provided while we do work on your property. You must leave the temporary accommodation in a clean and tidy condition.

- 8.9. The rent you will pay for temporary accommodation will not be any higher than the rent you pay for your current property.

9. Being a Good Neighbour

9.1. **You are responsible for the following:**

- a) The good conduct of all persons (including children) living in or visiting your property, both while they are at your property and while they are in the locality of the property.
- b) Ensuring that any noise created in your property, garden or communal area, including that from DIY projects, parties, vehicles, televisions, radios, musical instruments and music systems, is kept at a reasonable volume at all times and not audible outside of the property between the hours of 10pm and 8am.
- c) Not placing or leaving **ANY** items in communal areas, including communal balconies. This includes but is not restricted to: prams, buggies, bikes, scooters, hanging baskets, pot plants and doormats etc. The Council has a zero tolerance policy towards items placed in communal areas. Any items found will be removed by the Council without notice and disposed of. You should report any items found in communal areas/shared spaces to the Council.
- d) Keeping all private gardens and balconies neat and tidy and free of rubbish, furniture (other than garden furniture) and electrical appliances or items deemed to be dangerous or unsightly, such as mattresses or pet cages on balconies.
- e) Keeping any domestic pet owned by you, or by anyone else living at the property, well cared for and under control at all times. The Council's Policy on Keeping Pets and other Animals in Council Properties ('Pet Policy') sets out what types of pets can be kept in the property, and what we will do if a pet is not cared for or deemed to be dangerous. The terms of the Pet Policy must be adhered to at all times, otherwise the Council may take enforcement action. The Pet Policy is included in your Tenancy Support Pack.
- f) Complying with the reasonable requests of the Council, its employee's agents or contractors relating to the use of the property.

9.2. **Under NO circumstances must you or a member of your household:**

- a) Engage in or threaten to engage or allow any visitors to engage in, or threaten to engage in, any form of anti-social behaviour or crime or nuisance in the locality of your home.
- b) Commit, or allow any visitors to commit, any form of harassment, violence or intimidation motivated by hostility or prejudice based on a person's race, religion, sexual orientation, disability, or gender reassignment.
- c) Hinder, abuse or assault any representative of the Council, its employees agents or contractors whether by yourself or by allowing any member of your household or visitor to your property to do so. This includes by telephone, email or other forms of communication.
- d) Use the property or any communal area for any improper, illegal, immoral or anti-social activity, which includes dealing, selling or abusing any illegal or controlled drugs or storing or handling stolen goods or riding motorbikes on communal land.

- e) Allow the property to be used, or allow anything to be done in your property, which interferes with the peace, comfort or quiet enjoyment of any person living in, visiting or otherwise engaged in lawful activity in the locality of your property.
- f) Cause a nuisance, annoyance, inconvenience or damage to neighbouring, adjoining or adjacent properties or to the owners or occupiers of neighbouring properties, their visitors or any person visiting or otherwise engaged in lawful activity in the locality of your property.
- g) Engage in or allow any visitors to use or threaten violence, (including verbal abuse) or to carry out domestic abuse, against any other person living in the property so that they are forced to leave by reason of your violence or fear of such violence.
- h) Make false or malicious complaints about the behaviour of any other person, including staff, contractors or members of the public, this includes, but is not limited to, posts on social media.
- i) Obstruct ANY communal balcony, landing, staircase, or walkway or other communal entrance to, or exit from, the property, or place any other obstruction in these areas which may contravene the Fire Safety Act 2021 and Fire Safety (England) Regulations 2022 or any other legislation which may be in force at the time. Fridges, freezers, barbeques and any other electrical appliance that the Council deems a hazard are not allowed in ANY communal area and will be removed by the Council without notice.
- j) Place any object in, or obstruct, any electrical intake cupboard.
- k) Place any gate or similar construction on communal balconies. If they are installed, they will be removed without notice.
- l) Install Domestic Surveillance equipment e.g. CCTV without the Council's permission. You do not need permission for a SMART doorbell, however, you will need to make sure that you respect people's privacy and comply with UK data protection law (see 10.3.).
- m) Fail to have collected regularly household rubbish and recyclable materials, which must be disposed of using bin bags and placed in the bins provided by the Council. You also need to arrange for the prompt removal of bulky household items by the Council or a private contractor and must not allow any rubbish (whether or not it is in bin bags) to accumulate in the property or in any garden or communal area. This includes not storing bin bags or any other refuse on any communal walkway, communal stairs or anywhere else other than the bin store provided. The earliest rubbish should be placed outside your home is on the night before your designated collection day.
- n) Keep or use any bottled gas, paraffin, petrol or any other dangerous material in the property, or in any communal area or in the locality.
- o) Carry out or advertise any trade, profession or business from the property, or elsewhere on Council land, without the permission of the Council in writing (see the Home Enterprise Policy). Permission will NOT be granted to carry out any business relating to the above within a communal area.

9.3. Data Protection Law

You will need to set up a doorbell or CCTV to only capture images on your land, for example, your garden and driveway. If you do this, then data protection law will not apply to you. You will, however, be subject to data protection law if your system captures images of people in a communal area, on public land or on the street.

If your door opens onto a communal area you will need to follow the [guidance laid down by the UK Information Commissioners Office](#) (the ICO). This means you need a clear and justifiable reason for using the system that you can explain to an individual, or the ICO, if asked. You will need to explain why you think capturing the images, or recording voices, is more important than invading the privacy of neighbours or passers-by. You will also need to:

- Put up signs saying that recording is taking place and why
- Ensure you don't capture more footage than you need
- Make sure the footage is kept securely and that nobody can watch it without good reason
- Only keep the footage for as long as it is needed and delete it regularly
- Keep records of how and why images are captured and for how long they are kept
- Make sure the system can't be misused by anyone in the household or your visitors

You should also consider disabling audio and motion recording to ensure that your system is not overly intrusive.

10. Vehicles, Parking and other Miscellaneous Regulations

- 10.1. You are responsible for ensuring that any vehicle kept or driven on the property or the estate complies with all legal requirements, the parking scheme for the estate, and the terms and conditions of any parking permit issued to you. Vehicle users must respect other residents by not using the vehicle horn excessively or playing loud music on the estate.
- 10.2. Vehicles parked in or on council owned land must be in a roadworthy condition and, if not, the Council may request that the vehicle be moved.
- 10.3. Statutory Off Road Notification (SORN) vehicles must not be parked/stored within Council owned car parks or areas managed by the Council, and must be disposed of appropriately.
- 10.4. Housing Scheme tenants are permitted to park one vehicle in the Scheme's communal car park. Additional vehicles must be parked outside this area. Prior permission must be sought from the Council to park vehicles larger than a standard car, e.g. lorries or vans.
- 10.5. All garages attached to general needs properties must be used for the purpose for which they are designed.
- 10.6. **You must not:**
 - a) Park any motor vehicle, e.g. trailer, boat, horsebox or caravan, on any unauthorised area on the estate or housing land, unless you wish to park a motor car or small caravan/trailer within the boundaries of your own property and your property has a properly constructed pavement-and-kerb crossing (dropped kerb) and a hardstanding or garage. It should be noted that not all

housing land has signage giving its status. (If in doubt please check with your Housing Officer).

- b) Allow any individual to reside within any such vehicle
 - c) Site a skip at the property without requesting permission from the council in advance. Any skip sited on the highway must have the required permission from Kent County Council.
 - d) Keep mopeds, motorcycles, e-scooters or electric bicycles inside your home or in communal areas of blocks of flats (such as entrance halls, stairs, landings, sheds etc.) or otherwise in such a way that they pose a fire safety risk.
 - e) Leave mobility scooters in any communal areas or otherwise in such a way that they pose a fire safety risk.
 - f) Leave any abandoned taxed or untaxed vehicles on estate car parks or park any vehicles on verges or grassed areas within the estate.
 - g) Allow vehicles to be parked anywhere that would obstruct emergency services or prevent us or our contractors carrying out our work.
 - h) Park in estate car parks other than in parking bays designated for tenants and/or visitors.
 - i) Park in bays allocated to Housing Scheme Officers in housing schemes.
 - j) Park anywhere that obstructs disabled parking bays (unless you have and display a valid Blue Badge Scheme disabled badge), shared driveways, emergency services, other road users and garages. This includes you or anyone living with you or visiting your home.
 - k) Allow charging cables for electric vehicles to trail over footpaths.
 - l) Carry out any motor vehicle repairs in the locality if those repairs are likely to cause nuisance, annoyance or offence to other people either at the property or in communal areas such as car parks.
 - m) Use the public road or the estate to sell vehicles on a commercial or professional basis. If you sell any vehicle that is not registered to you or other people living with you, we will consider this as a commercial or professional sale.
 - n) Offer or pay any gratuity to any Officer, Councillor, agent or contractor of the Council.
 - o) Breach the shared security afforded by security entrance doors by letting strangers without identification into the building.
 - p) Leave security doors open or propped open.
 - q) Allow a hedge to grow more than 2 metres high or overhang pavements or neighbours' gardens.
 - r) Erect a garden fence that is more than 2 metres high or 1.2m at the front of the property.
- 10.7. If you, your visitors or your family breach the conditions outlined in Sections 9, 10 or 11, we will take action to stop you. This may include, for example, issuing a Community Protection Warning, applying to the courts for an injunction or seeking possession of the property (see Annex 2 and the Anti-Social Behaviour Policy).

11. Using the Property

11.1. You are responsible for:

- a) Taking possession of the property at the beginning of the tenancy.

- b) Using the property as your only or principal home. If you do not, the Council may seek possession of the property. If you are not using the property as your only or principal home, the Council will be entitled to bring your tenancy to an end by serving a Notice to Quit.
- c) Ensuring that the property is not used for any other purpose than as a private dwelling house.
- d) Always residing in the property, with the exception of holidays or periods of illness. If you intend to be absent from the property for a **continuous** period of 28 days or more, you should obtain the written consent of the Council before the period starts. **In considering whether to grant consent for 28 days or more, the Council will consider any past periods of absence.**

Where it appears reasonable to conclude that you have abandoned the property (whether or not you have been away from home for 28 **continuous** days or more), you agree that the Council can enter the premises, change the locks and take any other appropriate steps to protect the premises, including proceedings for possession on the ground that you no longer occupy the property. You also agree that the Council can recharge you for the reasonable costs in making the premises clean and safe and that you will accept liability for the loss of any property, including property belonging to someone else, which has been disposed of in this way.

- e) Ensuring that the property does not become statutorily overcrowded within the definition contained within Part X of the Housing Act 1985 or any other Act relating to overcrowding, that may be in force at the time.
- f) Informing your Housing Officer of any changes in the composition of the household, that affects your occupancy or entitlement to Housing Benefit or Universal Credit, or any other housing related benefit. This includes anyone that has left your household. If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must obtain the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission, unless there are valid reasons for doing so, for example where an additional person will cause the property to be overcrowded or is known to statutory agencies for ongoing criminal or anti-social acts within or outside the Borough or locality, or is subject to multi agency public protection or multi agency risk assessment arrangements.
- g) Ensuring that no one tampers with any of the meters, smoke alarms or other detectors or interferes with the supply of electricity, gas, water or other services serving the property, neighbouring properties or the estate.
- h) Ensuring that any gas and electrical appliances you pay to have installed in your home are fitted and serviced by a Gas Safe registered engineer or qualified electrician and that you make good any resultant damage to the Council's property. You are also responsible for settling all outstanding utility costs prior to vacation of the property. You must seek the Council's permission before any of the above works are carried out. **Tenants living in housing schemes are not allowed to install gas appliances in their properties.**
- i) Ensuring that any plumbed-in appliances you pay to have installed in your home are fitted by appropriately skilled workers and that you make good any resultant damage to the Council's property.
- j) Obtaining the permission of the Council in writing before installing a satellite dish or cable TV to a property in a housing scheme, block of flats, or maisonette. We will normally give consent if we are satisfied that the installation of a dish or cable is not subject to a planning restriction and that the dish or cable will be properly fitted, will not damage Council property and will not interfere with other people. Satellite dishes installed on houses must be installed at below ridge height (the

maximum vertical distance between the finished floor level and the finished roof height directly above).

- k) Ensuring that where the property has a door entry system to the communal front or rear door, such doors are kept firmly closed at all times and that any malfunction of the system is promptly reported to the Council, and that any strangers are not let in without identification.
- l) Keeping your garden tidy and waste free. Where the garden is overgrown or rubbish has accumulated and you have not cleared this after a request, the Council may clear the garden and recharge you for the work.
- m) Obtaining the permission of the Council in writing before planting any tree or digging any pond. We will normally give consent if we are satisfied that the tree or pond will not cause damage, nuisance or interference to Council property or other people's homes. You will be required to infill ponds and remove any potentially dangerous items from your garden upon termination of your tenancy. Failure to do so may result in the cost being charged to you for putting this right.

12. Ending Your Tenancy

12.1. You are responsible for the following:

- a) Giving the Council at least four weeks' notice in writing, ending on a Sunday, that you wish to vacate the property. If requested by the tenant, the Council may consider a shorter notice period.
- b) Returning the keys to the council offices at the Civic Centre before 12 o'clock midday on the final Monday following the termination of your tenancy. Although they may be handed in before the "Notice" expires, you may be charged rent for the rest of the Notice period. If you leave the property after giving notice and fail to return the keys, the Council will change the locks and recharge the cost to you. In addition, you may be charged rent accrued during this period until the keys are returned.
- c) Completing a Termination Form and Exit Survey.
- d) Paying the rent or a sum equivalent to rent until whichever of the following dates is the latest:
 - The date upon which any Notice to Quit served by you expires;
 - The date upon which you leave the property, following the serving of a Notice to Quit. In the event of you failing to give written notice or to return the keys, the date upon which the Council takes possession, **or**;
 - The date upon which you leave the property following a Court order for possession.
- e) Giving vacant possession and leaving the property and fixtures and fittings in good condition. The property must also be in good decorative order. We will charge you for any repair or replacement that is necessary as a result of damage caused deliberately by you or a member of your household or a visitor or that has been caused through you or your household's neglect. We reserve the right to recover any reasonable costs we incur in replacing or repairing any missing or damaged items or alterations which either do not comply with relevant regulations or codes of practice or which were carried out without the Council's written consent.
- f) Ensuring that you take all of your belongings with you when you leave the property. You will be responsible for meeting all reasonable removal and/or

storage charges when items are left in the property. We will remove and store them for a maximum of one month and will notify you that we have done so by writing to your last known address. If the items are not collected within one month, we may dispose of the items and you will be liable for the reasonable costs of disposal.

- g) Not leaving anybody else living in your home when you move out. If you do, the Council will take court action to gain possession and you may be charged for administration and court costs.
- h) Not leaving any pets in the property when you leave.

- 12.2. Where there is a joint tenancy either of the tenants can end the tenancy by giving notice in writing. **It is important to note that if a joint tenant ends a tenancy this will end the tenancy for ALL joint tenants.** Remaining joint tenants, not entitled to succeed to the tenancy, will be expected to find alternative accommodation. If the Council exercises its discretion and allows a joint tenant to remain in a property, a new tenancy will be created.

13. Data Protection, Privacy Notices and Subject Access Requests

- 13.1. All or part of the information you provide may be disclosed or supplied to external organisations or bodies under the terms of the Council's Housing Services (Landlord and Tenant) Privacy Notice and Data Protection Policy.
- 13.2. Because you are a tenant, some personal information about you and/or your household is held on file. This information should only be relevant to your tenancy.
- 13.3. Under the Data Protection Act 2018 you have a right to ask us or any other organisation, for a copy of the personal information relating to you. This is commonly known as a Subject Access Request which can allow you to establish:
- What personal information we hold about you
 - How we are using it
 - Who we share it with; and
 - Where we got your data from
- 13.4. Requests must be made verbally and in writing by letter, email or online.
- 13.5. You can also ask us to correct any information that is wrong, such as your date of birth etc.
- 13.6. Once your request has been received, along with your proof of identity and address, we will provide your information within one month. If it is likely to exceed this time limit due to the complexity of and number of requests, the response time may be extended by a further two months.
- 13.7. In response to Subject Access Requests we will provide you with a copy of the information we hold that relates to you. This will not generally include information about your property such as repair logs, details of contractor visits, or general property maintenance information, as this is unlikely to constitute your 'personal information'.

13.8. You may also authorise another person to make the request for you if we have your permission in writing.

14. Your Right to be Consulted

14.1. We will consult you about any changes we want to make to your Tenancy Agreement. Under the Housing Act 1985 we can make changes to the Tenancy Agreement as long as we consult you properly, take account of your views and give you four weeks' notice before the change happens.

14.2. All tenants have the right to be consulted and have their views considered on how we manage their homes.

14.3. This includes:

- Managing, maintaining, improving or demolishing homes
- Providing services or amenities, and;
- Changes in the practice or policy of the Council which are likely to substantially affect a number of tenants.

15. ANNEX 1

SUMMARY OF GROUNDS FOR POSSESSION FOR SECURE TENANTS (SCHEDULE 2 HOUSING ACT 1985 AS AMENDED)

Part 1

The Court may order possession if it considers it “**reasonable**” on the following grounds:

- Ground 1:** Non-payment of rent or other breach of tenancy conditions.
- Ground 2:** The tenant, or anyone living in or visiting the property has been guilty of behaviour causing or likely to cause nuisance or annoyance to anyone living in, visiting or carrying out lawful activity in the locality; guilty of nuisance or annoyance to the landlord or someone employed in connection with the landlord management functions; or convicted for using the premises, or allowing them to be used, for illegal or immoral purposes.
- Ground 2ZA:** The tenant or an adult residing at the property has been convicted of an indictable offence which took place during, and at the scene of, a riot in the UK.
- Ground 2A:** One of the occupiers has left as a result of violence or threatened violence by their partner, who is also an occupier, and is unlikely to return to the property.
- Ground 3:** The property or any common areas have been damaged or neglected by the tenant or any other occupier living at the property.
- Ground 4:** Any furniture provided with the tenancy has been damaged or neglected by the tenant or any other occupier.
- Ground 5:** The tenancy was obtained through a false statement made by the tenant knowingly or recklessly, or by someone acting at the tenant’s instigation.
- Ground 6:** An assignment has been made under Section 92 of the Housing Act 1985 and a premium was paid in connection with that assignment.
- Ground 7:** The tenancy was originally let as a tied tenancy and is in mainly non-housing property and the tenant is guilty of conduct such that, having regard to the use of the property, it would not be right for the tenant to remain in the property.
- Ground 8:** Where the tenancy was given as temporary accommodation for a secure tenant whilst work was being done on their original home which is now available for letting as a Secure Tenancy.

Part II

The Court may order possession on the next four grounds **only if suitable alternative accommodation is available:-**

- Ground 9:** The property is overcrowded as defined in Part X of the Housing Act 1985.
- Ground 10:** The landlord intends to demolish or reconstruct the property or do other work within a reasonable time from gaining possession, and the work cannot reasonably be done with the tenant still living there.
- Ground 10A:** The property is to be sold by the landlord to allow redevelopment to take place. Before agreeing a redevelopment scheme of this nature the landlord must consult with the affected tenants.
- Ground 11:** The landlord is a charity and the tenant's continued occupation would conflict with the charity's objects.

Part III

The Court may order possession on any of the next five grounds if it considers it is **reasonable and suitable alternative accommodation is available:-**

- Ground 12:** The accommodation was provided under a tied tenancy to enable an employee of the landlord or a local authority or other specified body to ensure the better performance of their duties and that employment has ceased, and the landlord requires the dwelling for occupation by another such employee; and the dwelling is either situated in a building not used primarily for housing purposes or is in a cemetery.
- Ground 13:** Where a dwelling which was specifically designed for a physically disabled person is no longer occupied by such a person, and is needed for another disabled person.
- Ground 14:** Where a dwelling let by a housing association or trust catering only for people with special needs, either is no longer occupied by such a person or the tenant has been offered a Secure Tenancy by a local authority and the dwelling is needed for another person.
- Ground 15:** Where a dwelling which is one of a group let to people with special needs, with special facilities or services provided nearby, is no longer occupied by someone with those special needs and is required for another such person.
- Ground 15A:** Where the original tenant has died, passing on the tenancy to a member of the family (though not the spouse or civil partner) and the accommodation is larger than the successor reasonably requires. The successor must be given notice that they will be asked to move. This notice must be served on the tenant more than 6 months but less than 12 months after the previous tenant's death.

16. ANNEX 2

ABSOLUTE GROUND FOR POSSESSION FOR ANTI-SOCIAL BEHAVIOUR (SECTION 84A AND SCHEDULE 2A OF THE HOUSING ACT 1985 AS AMENDED BY THE ANTI-SOCIAL BEHAVIOUR, CRIME AND POLICING ACT 2014):

The Court must award possession if any one of the five conditions specified below is met and the Council has served a Notice of Seeking Possession, and complied with its obligations in respect of the tenant's right of review:

Condition 1: Conviction of a Serious Offence

The tenant, or anyone living in or visiting the property, has been convicted of a serious offence that was committed on or after 20 October 2014:

- in the locality of the dwelling house, or
- elsewhere against either a person who lives, or has a right to occupy accommodation, in the locality, or
- elsewhere against the landlord or someone employed (whether or not by the landlord) in connection with the landlord's housing management functions.

A serious offence for this purpose must be one of the specific offences set out in the legislation.

Condition 2: Breach of an IPNA

A court found that the tenant, or anyone living in or visiting the property, had breached a provision of an injunction to prevent nuisance or annoyance (IPNA).

The breach must have occurred:

- in the locality, or
- elsewhere if the IPNA was granted in order to prevent harassment, alarm or distress to:
 - a person who lives, or has a right to occupy accommodation, in the locality
 - the landlord or someone employed (whether or not by the landlord) in connection with the landlord's housing management functions

The condition is not met where the breach of the IPNA only relates to a failure to participate in a particular activity.

Condition 3: Breach of a criminal behaviour order

The tenant, or anyone living in or visiting the property, has been convicted of a breach of a criminal behaviour order that prohibits an activity: in the locality, or

- elsewhere when the criminal behaviour order was intended to protect:
 - a person who lives, or has a right to occupy accommodation, in the locality

- the landlord or someone employed (whether or not by the landlord) in connection with the landlord's housing management functions.

Condition 4: Closure Order

A closure order has been made on the tenant's property and access to the property under the order (and/or a closure notice) has been prohibited for more than 48 hours.

Condition 5: Noise Nuisance

The tenant, or anyone living in or visiting the property, has been convicted of an offence under section 80(4) or 82(8) of the Environmental Protection Act 1990 as a result of breaching an abatement notice or court order in relation to noise nuisance committed on or after 20 October 2014.

Other grounds for possession for reasons of anti-social behaviour

There are also three discretionary grounds for possession for reasons of anti-social behaviour available to landlords of secure tenants:

- Ground 2 – nuisance or annoyance, or the illegal or immoral use of the property
- Ground 2A – domestic violence
- Ground 2ZA – offence committed during a riot

Reference should be made to the full terms of the grounds for possession which are summarised in Annexes 1 and 2 above and the Council may rely on the full terms of those grounds. It should also be noted that Parliament or the Government may legislate to change, add to or remove those grounds. If there are any major changes, we will write to you informing you of the changes. The Council has the right to seek possession on the grounds as amended.