

## **TENANCY AGREEMENT**

### **INTRODUCTION**

This Tenancy Agreement and the accompanying "Welcome Pack" outline your rights and responsibilities as a tenant and the rights and responsibilities of Dartford Borough Council as a landlord. For ease of use it has been sub divided into the following sections:

#### **SECTION ONE - ABOUT THE TENANCY AGREEMENT**

This section describes the different types of tenancy used by the Council. It also covers the general terms of your tenancy and provides an explanation of how the information you give us will be treated for the purposes of the Data Protection Act.

#### **SECTION TWO - PAYMENT OF RENT**

This section provides specific information about the payment of rent and related service charges. It includes our right to reduce the amount of money we owe you by the amount of money you owe us.

#### **SECTION THREE - REPAIRS AND IMPROVEMENTS**

This section details our joint responsibilities for repairing and maintaining the property. It includes our right of access to the property and your transfer to alternative accommodation during the course of major works that cannot be carried out with you in occupation.

#### **SECTION FOUR - GOOD NEIGHBOUR RESPONSIBILITIES**

This section details how you, your children and anyone else living in or visiting your property are expected to behave as "good neighbours".

#### **SECTION FIVE - USING THE PROPERTY**

This section details your responsibilities in relation to the use and occupation of the property, including any garages, outbuildings and gardens.

#### **SECTION SIX - ENDING THE TENANCY**

This section provides information on how to end your tenancy and leave the property.

#### **SECTION SEVEN - YOUR RIGHTS AS A SECURE TENANT**

This section describes the various rights available to secure tenants. These include the right to buy your home at a discount; the right to take in a lodger or subtenant; the right to swap homes with the tenant of another social landlord and the right to carry out certain home improvements.

#### **SECTION EIGHT - GROUNDS FOR POSSESSION**

This section details the various legal grounds open to the Council to bring a secure tenancy to an end.

<p>As a minor cannot hold a legal estate in land, a tenancy will only be granted to someone under the age of 18, if the Agreement is signed by a responsible person acting on their behalf as a trustee. Any notices or demands for payment made under this Agreement will then be served on the trustee until the tenant reaches the age of 18.</p>
--

**TENANCY AGREEMENT**  
**SECTION ONE –ABOUT THE TENANCY AGREEMENT**

**1.1 EXPLANATIONS OF TERMS:**

In this Agreement the terms:-

- i) "Council", "we", "us," "landlord" means Dartford Borough Council.
- ii) "You", "your", "tenant" means you as the tenant of the landlord, any one or all of the joint tenants, your children and anyone living in or visiting your home.
- iii) "The property" means the dwelling let subject to this Agreement, including all land, gardens and outbuildings, such as garages, let with the property.
- iv) "The estate" includes all adjoining or neighbouring premises, whether or not owned and/or managed by the Council.
- v) "Common parts" means any part of the building which all tenants on an estate share or can use, for example, paths, gates, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.
- vi) "Exchange" means to swap tenancies with another person.
- vii) "Home" means the property let to you.
- viii) "Improvement" means any addition or alteration to the property.
- ix) "Landlord's fixtures and fittings" mean all appliances in the property including installations for supplying or using gas, electric and water.
- x) "Lodger" means a person who pays you money to let them live in the property with you.
- xi) "Neighbours" include everyone living in the local area, including people who own their own homes and other tenants.
- xii) "Partner" means a husband, wife or someone who lives with you as husband or wife.
- xiii) "Residential property" means freehold properties and long leases granted for more than 21 years
- xiv) "Rent" means the weekly rent specified on page 1, 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.
- xv) "Anti-social behaviour" means any behaviour which is capable of causing a nuisance or annoyance to any person.

## TENANCY AGREEMENT

### **1.2 DIFFERENT TYPES OF TENANCY**

The Council operates 3 different types of tenancy which are called Introductory, Secure or Demoted.

#### **1.2.1 Introductory Tenancies**

Everyone from the housing register who is offered a Council house for the first time is granted an introductory tenancy.

Such tenancies have fewer legal rights than secure tenancies, but automatically become secure after a "trial period" of 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 "trial period" by 6 months.

An introductory tenant has the right to request a review of the decision to serve either a notice of proceedings for possession or a notice of extension, in writing within 14 days of the notice being received. If the Council upholds its decision on review and seeks possession of your 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.

#### **1.2.2 Secure Tenancies**

Secure tenants have more protection from eviction than introductory tenants, as 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 by the Housing Act 1996. These are described in Section Eight of this Agreement.

Subject to certain qualifying conditions, secure tenants are also able under current legislation to:

- Buy their property at a discount;
- Exchange their home with another Council tenant or tenant of a housing association;
- Take in lodgers;
- Sublet part of their home;
- Carry out various home improvements;
- Receive compensation, if certain repairs are not carried out in time without good reason.

#### **1.2.3 Demoted Tenancies**

A secure tenancy may be demoted to a 12 month "probationary" tenancy when a secure tenant is found guilty of anti-social behaviour by a Court and the Court considers it reasonable to demote the secure tenancy.

Like introductory tenants, the Council may serve notice of proceedings for possession on a demoted tenant and apply to the Court for an order for possession. The Court must make an order for possession if the notice has been correctly served. The demoted tenant may ask the Council to review their decision to serve the notice, within 14 days of the notice being served. Service of a notice may also result in the period of demotion being extended beyond 12 months.

## TENANCY AGREEMENT

Demoted tenants are unable to:

- Buy their home at a discount;
- Apply for a transfer to another Council property;
- Exchange their home with another Council tenant or tenant of a housing association;
- Take in lodgers or sublet part of their home;
- Transfer their tenancy to someone else, unless it's part of a Court settlement dealing with the breakdown of a relationship or the guardianship of children.

Most of the rights and responsibilities contained in this Agreement are common to each type of tenancy, but where there are differences these are clearly marked.

### **1.3 THIS TENANCY AGREEMENT MAKES YOU AN**

Introductory Tenant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Secure Tenant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

### **1.4 WHAT THIS AGREEMENT MEANS**

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:

- You break one or more of the conditions of the Agreement;
- One or more of the grounds for possession contained in the Housing Act 1985 are made out;
- You stop using the property as your only or main home;
- You (or any one joint tenant) serve the Council with notice to quit;
- You have provided false and misleading information to obtain the tenancy;
- You need to be moved out to allow redevelopment or major repairs to be carried out to the property;
- You no longer need to live in a property built or adapted for a person with physical disabilities that could be let to someone else with special needs, or;
- The Council becomes involved for some other reason.

Where the rights and responsibilities of the Council under this Agreement are exercised or provided by other agencies, these agencies may be asked to enforce this Agreement on the Council's behalf.

Should the Council fail to meet its obligations under this Agreement, you may wish to:

- Contact your local Housing Officer;
- Contact your local Councillor;
- Use the Council's Complaints procedure;
- Write to the Local Government Ombudsman (after using the Council's Complaints procedure);
- Take the Council to Court.

## **TENANCY AGREEMENT**

### **1.5 PERIOD OF TENANCY**

Your tenancy starts on the date written on the front page of this Agreement. It begins and ends on a Monday and runs on a weekly basis until it is brought to an end in accordance with the law, by you or by us.

### **1.6 POSSESSION OF THE PROPERTY**

Your entry into possession of the property shall be deemed conclusive evidence of your acceptance of the terms of this Agreement by the Council.

### **1.7 LANDLORD'S CONSENT**

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.

### **1.8 SERVICE OF NOTICES**

Any notice, including notice in proceedings, will be properly served on us if you send it by ordinary post or hand deliver it to the Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR.

Any notice will be properly served on you if we send it by ordinary post or hand deliver it to the address shown on page 1 of this Agreement.

In the case of a deceased tenant, any notice will be properly served if we hand deliver it or send it by post to the former tenant's personal representative at:

- The address shown on page 1 of this Agreement, or;
- Their last known address.

### **1.9 CHANGES TO THE TERMS OF THIS AGREEMENT**

We may add 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.

### **1.10 DEATH OF A TENANT**

On the death of the tenant, one of a number of people may succeed to the tenancy, provided the tenant was not himself a successor:

- (a) If the tenant has a joint tenancy, the successor is the surviving joint tenant;
- (b) The husband, wife, civil partner or partner, if s/he was living with the tenant at the time of death;
- (c) A member of the family who has been living with the tenant for at least twelve months prior to the tenant's death.

## TENANCY AGREEMENT

Should the tenancy pass to a relative who is not the deceased tenant's spouse, we may require them to move to alternative accommodation, if the property they live in is too large for them.

Although a second or further succession is not possible by law, may we pass the tenancy to a relative, such as the tenant's spouse, in certain circumstances. The decision to pass the tenancy is at our sole discretion.

### **1.11 ASSIGNMENT OF TENANCY**

You can apply to the Council for permission to pass the tenancy of the property to a member of your family, if they have been living with you continuously for the 12 months before the date of your application.

### **1.12 DATA PROTECTION ACT 1998 NOTIFICATION CLAUSE**

All or part of the information you provide may be disclosed or supplied to external organisations or bodies e.g. Audit Commission, Courts, Bailiffs, Department of Works and Pensions, HM Revenues and Customs, and any other charging authority that are legally entitled to the information and may also be disclosed to the Council's external auditors for the following purposes;

- the prevention or detection of crime;
- the apprehension or prosecution of offenders;
- the assessment or collection of any tax or duty in any case where failure to disclose would be likely to prejudice any of those matters;
- data matching initiatives with other statutory bodies for the purposes of fraud prevention and detection.

All or part of the information you have provided may also be used for electoral registration purposes and by other Departments of the Council for purposes connected with the collection of Council debts or to assist in other statutory functions such as Environmental Health or Planning.

We keep all personal data accurate, up to date and secure to prevent accidental loss, destruction or damage. The extent of the measures taken by us will depend upon the sensitivity of the information. Personal data will not be kept for longer than is necessary for this purpose.

By signing this Agreement, you are authorising the Council to make any enquiries that it wishes, **both now and in the future**, with any recognised Credit Reference Agency, Council Department, Police, Hospital, Doctor and Supplier of Gas, Water or Electricity, with regard to the granting of credit, ongoing monitoring of credit and the prevention and detection of fraud.

You have a right of access to your personal data and the right to check and correct the information and may pursue a query or complaint on matters related to your personal data. Further information on your rights may be obtained by contacting **The Data Protection Officer**, Dartford Borough Council, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR.

## **TENANCY AGREEMENT**

Telephone: 01322 343634; Fax 01322 343422

Email: [dataprotection@dartford.gov.uk](mailto:dataprotection@dartford.gov.uk); Website <http://www.dartford.gov.uk>

We may check information provided by you or information about you provided by a third party against other information held by us. We may also obtain information from third parties or provide information to them to check the accuracy of information supplied by you to the Council. We may make a search (including making enquiries about principal directors) with a Credit Reference Agency. The Credit Reference Agency will keep a record of that search and may share the information with other businesses.

TENANCY AGREEMENT  
**SECTION TWO - PAYMENT OF RENT**

21. Rent must be paid on time. The amount of rent and other charges you initially have to pay for this property are shown on page 1 of this Agreement. The rent is due on Monday of every week, but as long as it is paid in advance, you may pay more than one weeks rent at a time. There are some free weeks when no rent is due, and these are usually in April and December. But if you are in arrears with your rent payments you must continue to pay in these weeks.
22. 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.
23. 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.
24. Joint tenants are jointly and severally responsible for all the rent and any arrears. We can recover all rent arrears owed from any individual joint tenant. If one joint tenant leaves, the remaining joint tenant or tenants are responsible for any rent that may still be owed.
25. 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 1<sup>st</sup> April each year. The Council will write to you, giving you a minimum of 4 weeks notice, to let you know the new amount you will have to pay from 1<sup>st</sup> April of that year. This gives you the opportunity to end the tenancy before the variation takes place.
26. 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.
27. We will not increase the rent if you make any improvements to the property, but you must get the Council's permission in writing and any other approval required by law, such as planning permission. Any improvements must conform with the relevant legal requirements, such as Building Regulations.

**Introductory Tenants DO  
NOT have this right. You  
get this right if you  
become a secure tenant.**

28. 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 the previous property or properties (former tenant arrears) in preference to rent due under the new tenancy.



## TENANCY AGREEMENT

29. If we owe you money, such as a compensation or home loss payment, this will be used towards the rent of the new tenancy or the reduction of any other debts (apart from housing benefit or council tax benefit) related to your home, such as recharges.

## TENANCY AGREEMENT

### **SECTION THREE - REPAIRS AND IMPROVEMENTS**

#### **COUNCIL RESPONSIBILITY**

We will;

- 3.1. Maintain in good repair the structure and exterior of the property, including drains, gutters and external pipes, roofs, windows and external doors.
- 3.2. Repair and maintain the equipment and fittings for:-
  - supplying water, gas and electricity;
  - sanitation, including basins, baths and toilets;
  - room and water heating;
  - the lift service, where provided.
- 3.3. In the case of flats, maintain (but not clean) all shared entrances, halls, stairways, rubbish chutes, lighting and other common parts for use by tenants their families or visitors.
- 3.4. Our obligation to undertake repairs in your property for which we are responsible only arises if you tell us that those repairs need doing. We will carry out repairs for which we are responsible within a reasonable time, giving priority to urgent repairs. You are responsible for other/minor repairs listed under the heading tenant responsibilities for repairs.
- 3.5. Arrange for the external painting of the outside of the property and other parts of the estate at regular intervals.
- 3.6. Arrange for painting of the inside of entrance lobbies, staircases and landings in blocks of flats and/or maisonettes and communal areas and laundries in supported housing schemes at regular intervals.
- 3.7. Make reasonable endeavours to remedy damaged decorations caused by structural defects within three months of remedying those defects, either by re-decorating or by giving allowances for you to redecorate yourself.
- 3.8. Regularly inspect the communal amenities and facilities on estates to ensure that they are maintained to a reasonable standard.
- 3.9. 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.
- 3.10. 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 as detailed in the repairs and modernisation section of The Tenant's Welcome Pack.

## TENANCY AGREEMENT

We will not;

- 3.11. Carry out works and repairs which are necessary as a result of damage or neglect by you, a member of his/her household, or a visitor.
- 3.12. Rebuild or otherwise reinstate the property to its former condition in the case of destruction by fire, tempest or other unavoidable accident.
- 3.13. Repair or maintain anything which you are entitled to remove from the property.

### **TENANTS RESPONSIBILITY**

You are responsible for;

- 3.14. Reporting any repairs for which the Council is responsible immediately.
- 3.15. 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 undertakers, such as Thames Water.
- 3. 16. Internal decorating - if you are elderly or disabled, help with decorating may be available in accordance with the Council's scheme in operation at any time.
- 3. 17. Small repairs such as unblocking sinks or replacing tap washers or internal doors. The Council may do these jobs for elderly or disabled tenants.
- 3. 18. Not letting waste or other materials that may cause a fire or attract vermin build-up in or around your home. If we have to carry out any works or special cleaning as a result of you not complying with this responsibility, we may recover the costs of those works from you.
- 3. 19. Insuring your home contents against deliberate, malicious, criminal or accidental damage; we would recommend that you take out such insurance. Buildings insurance is covered by the Council as part of your service charge.
- 3. 20. 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 you will be responsible for paying.
- 3. 21. 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.

## TENANCY AGREEMENT

3. 22. Obtaining the written consent of the Council, before carrying out any alterations or improvements to the property. This includes changing locks to shared front entrance doors that give access to more than one dwelling. If you make any alteration or improvement without the Council's agreement, you may have to return the property to how it was before. 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.

Introductory Tenants DO  
NOT have this right. You  
get this right if you  
become a secure tenant.

3. 23. 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) or highly flammable (for example, polystyrene tiles) without first obtaining the Council's permission in writing, such permission not to be unreasonably withheld.
3. 24. If you live in a flat or maisonette making sure that no material applied to any surface is likely to cause noise nuisance (for example laminate flooring) without first obtaining the Council's permission in writing, such permission not to be unreasonably withheld.
3. 25. If you do not carry out any repairs or maintenance which is your responsibility, or if we are not satisfied with any improvements carried out by you, we will write to 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. In that case you will have to pay for the work and the costs of administration.
3. 26. 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. 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.
3. 27. The Council's standard 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.
3. 28. The rent you will pay will normally be the lower of the rent for your own property and the rent for the temporary property, unless you have caused the damage to your own property.

## TENANCY AGREEMENT

### **SECTION FOUR - GOOD NEIGHBOUR RESPONSIBILITIES**

You are responsible for:

4. 1. The 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.
4. 2. Ensuring that noise created in your property, including that from televisions, radios, musical instruments and music systems, is kept at a reasonable volume at all times and is not audible to people outside the property.
4. 3. Keeping any part of the communal areas as required by the Council clean and tidy, if living in a flat or maisonette and ensure that all private gardens and balconies are kept neat and tidy and free of rubbish, furniture (other than garden furniture) and appliances.
4. 4. Keeping any domestic pet owned by you, or by anyone else living at the property, well cared for and under control at all times. If the pet is not kept under control, and it annoys or frightens other people in the locality, damages Council property, or fouls communal areas, we may remove your right to keep the animal in the property. Horses, ponies and livestock should not be kept within the boundary of your rented property. If this happens, you will have to find somewhere else for the pet to live and the Council may seek to recover possession of the property. Tenants of flats, maisonettes and supported housing schemes that share a single common entrance can only keep a pet (other than a caged bird, tanked fish or an assistance dog) with the written consent of the Council, such consent not to be unreasonably withheld.
4. 5. Compliance with the reasonable requests of the Council, its employee's agents or contractors relating to the use of the property.

You must not:

4. 6. Engage in or threaten to engage in any anti-social behaviour.
4. 7. Hinder, abuse or assault any representative of the Council, its employee's agents or contractors whether by yourself or by allowing any member of your household or visitor to your property to do so.
4. 8. 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.
4. 9. Use the property or do anything in the property, or 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 or which causes a nuisance, annoyance, inconvenience or damage to neighbouring, adjoining or

## TENANCY AGREEMENT

adjacent property or to the owners or occupiers of neighbouring property, their visitors or any person visiting or otherwise engaged in lawful activity in the locality of your property.

4. 10. Commit or allow members of your household or any visitors to commit any form of harassment, violence or intimidation on the ground of race, colour, religion, sex, sexual orientation or disability, if that harassment may cause nuisance, alarm, distress or offence to other tenants, neighbours, or any person visiting the area or engaged in lawful activity in the locality of your property.
4. 11. Use or threaten violence 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.
4. 12. Make false or malicious complaints about the behaviour of any other person.
4. 13. Obstruct any communal balcony, landing, staircase, or walkway or other communal entrance to, or exit from the property.
4. 14. Fail to have collected regularly household rubbish and recyclable materials, which must be disposed of using bin bags and containers provided by the Council. You also need to arrange for the prompt removal of bulky household items and must not allow rubbish (whether or not it is bin bags) to accumulate in the property, any garden or communal area. This includes storing bin bags or any other refuse on any communal walkway, communal stairs or anywhere else other than the bin store provided. The earliest refuse should be placed outside your home is on the night before your designated collection day.
4. 15. Keep or use any bottled gas, paraffin, petrol or any other dangerous material in the property, or in any communal area.
4. 16. Carry out any trade, profession or business from the property, or elsewhere on Council land, without the permission of the Council in writing.
4. 17. Breach the following relating to parking on the estate:
  - You must not park any motor vehicle, trailer or caravan anywhere on the property or the estate without the written agreement of the Council, unless you wish to park a motor car within the boundaries of your own property and your property has a properly constructed pavement-and-kerb crossing and a hardstanding or garage.
  - You must not leave any abandoned taxed or untaxed vehicles on estate car parks or park any vehicles on verges or grassed areas within the estate.
  - You must not allow vehicles to be parked anywhere that would obstruct emergency services or prevent us or our contractors carrying out our work.
  - You must not park on the estate any commercial vehicle licensed to carry loads above 7.5 tonnes or longer than 5 metres without the permission of the Council in writing.
  - Vehicles parked in estate car parks must be parked in the designated parking bays.

## TENANCY AGREEMENT

- 4.18. Carry out motor vehicle repairs in the locality if those repairs are likely to cause a nuisance or annoyance or offence to other people and, in any event, you must not carry out major repairs either at the property or on communal areas such as car parks.
- 4.19. 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.
- 4.20. Offer or pay any gratuity to any officer, Member, agent or contractor of the Council.
- 4.21. Breach the shared security afforded by security entrance doors by letting strangers without identification into the building.
- 4.22. Allow a hedge to grow more than 2 metres high or overhang pavements or neighbours gardens.
- 4.23. If you or your visitors or family behave anti-socially in the ways outlined above, we will take action to stop you. This may include going to Court to ask for you to be evicted, demoting your tenancy, applying for an injunction or applying for an anti-social behaviour order.**

TENANCY AGREEMENT

**SECTION FIVE- USING THE PROPERTY**

You are responsible for:

5. 1. Taking possession of the property at the beginning of the tenancy.
5. 2. Using the property as your only *or* main home. If you do not, you will lose your security of tenure and the Council may take possession of the property.
5. 3. Ensuring that the property is not used for any other purpose than as a private dwelling house.
5. 4. 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 period of 42 days or more, you should inform the Council before the period starts. Where it appears reasonable to conclude that you have abandoned the property (whether or not you have been away from home for 42 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 belonging to someone else which has been disposed of in this way.
5. 5. Ensuring that the property does not become statutorily overcrowded within the definition contained within Part X of the Housing Act 1985.
5. 6. Informing the Council of any changes in the composition of the household, that affects your occupancy or entitlement to benefit. If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must get the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission, unless there is a good reason, such as the person being likely to cause a nuisance or that an additional person will cause the property to be overcrowded.
5. 7. Ensuring that no one tampers with any of the meters or interferes with the supply of electricity, gas, water or other services serving the property, neighbouring properties or the estate.
5. 8. Ensuring that any Gas appliances you pay to have installed in your home are fitted and serviced by a CORGI registered fitter 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.
5. 9. Ensuring that any plumbed-in appliances you pay to have installed in your home are fitted by skilled workers and that you make good any resultant damage to the Council's property.
5. 10. Obtaining the permission of the Council in writing before installing a satellite dish or cable TV to a property in a supported unit, block of flats or maisonettes.



## TENANCY AGREEMENT

We will normally give consent if 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.

5. 11. Ensuring that no moped, motorbike or other similar machine driven vehicle is kept inside your home, without the Council's written consent.
5. 12. 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, any malfunction of the system is promptly reported to the Council, and any strangers are not let in without identification.
5. 13. If living in a property with a garden, keeping the garden tidy. Where the garden is overgrown, the Council can clear the garden and charge you for the work. If you are elderly or disabled, the Council may be able to offer assistance in accordance with the Council's scheme in operation at any time.
5. 14. Obtaining the permission of the Council in writing before planting any tree or digging any pond. We will normally give consent if 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.
5. 15. Obtaining the consent of the Council in writing before putting up structures such as a greenhouse, garage or shed anywhere on the property, or display any notice or advertisement relating to commercial purposes, or install any broadcasting or receiving equipment. Consent will not be unreasonably withheld.

## TENANCY AGREEMENT

### **SECTION SIX - ENDING THE TENANCY**

You are responsible for:

6. 1. Giving the Council at least four weeks notice in writing that you wish to vacate the property. Keys must be returned to the Civic Centre before 12 o'clock midday on the final Monday. Although they may be handed in before the "notice" expires, you may be charged rent for the whole 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. Where there is a joint tenancy either of the tenants can end the tenancy by giving notice in writing. The Council will decide if any remaining joint tenants can stay in the property.
6. 2. 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 service of notice to quit by you;
  - 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.
6. 3. 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.
6. 4. You should ensure 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.

## TENANCY AGREEMENT

### **SECTION SEVEN – YOUR RIGHTS AS A SECURE TENANT**

- 7.1. You have a right to buy your home at a discount, unless you live in an exempted property, such as one specifically built or adapted for the disabled or the elderly. To take advantage of this right, you must have been a public sector tenant for at least 2 years or 5 years in the case of tenancies granted after the 18th January 2005.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

- 7.2. You have a right to take in a lodger and apply to the Council for permission to take in a sub-tenant, provided these changes in occupation do not cause statutory overcrowding or result in your parting with possession of the whole of the property.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

- 7.3. You have a right to swap properties with another secure tenant of the Council, another local authority or a recognised housing association, once you have obtained the Council's written consent to such an exchange.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

- 7.4. You have a right to carry out certain home improvements. You are also entitled to claim compensation for this work at the end of your tenancy, provided the work on these qualifying improvements started on or after the 1st April 1994.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

## TENANCY AGREEMENT

### **SECTION EIGHT - 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:** There has been any nuisance or annoyance to neighbours or visitors, to the locality or The property has been used for illegal or immoral purposes.

**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 deliberate falsification.

**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 three 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 redevelop or rehabilitate 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 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 16:** Where the original tenant has died, passing on the tenancy to a member of the family (though not the spouse) 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.

You should be aware that Parliament may change, add to or remove these grounds for possession. 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 as well as how they appear above.