

# **Chesterfield Borough Council**

## **Tenancy Agreement – Residential Tenancies**

**1 April 2018**

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Tenancy No:

Tenancy Ref:

## Your Tenancy Details

This is a legal contract. It describes the rights and responsibilities of Chesterfield Borough Council and of you the Tenant.

On taking possession of the property and having received a copy of this agreement you and the Council are bound by its terms whether it has been signed or not.

This tenancy is a weekly tenancy and commences on Monday:

<input type="text"/>	day of	<input type="text"/>	Two Thousand	<input type="text"/>
			and	

This agreement is made on the:

<input type="text"/>	day of	<input type="text"/>	Two Thousand	<input type="text"/>
			and	

This agreement is between:

Chesterfield Borough Council (called "the council")	and	Tenant Full Name	(called "the tenant")
		Tenant Full Name	
		Tenant Full Name	

The council lets and the tenant takes the property known as

Number	Street/Flat Name	Post Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

The rent and other charges may be varied (increased or reduced) by the Council following written notice of four weeks. The weekly charges for the property at the start of the tenancy are:

Rent		£
Other Charges (Specify)		£
		£
		£
TOTAL		£

Your home is in supported accommodation

Tick

You have a secure tenancy with the council  Tick

You have an introductory tenancy with the council  Tick

It will last for one year until:

day of  Two Thousand and

After this date, your introductory tenancy will automatically become a secure tenancy unless we have extended the introductory period, gained possession of your home or we have started possession proceedings against you

The obligations and rights mentioned in the agreement apply to an introductory tenancy, a secure tenancy and a fixed term tenancy (unless otherwise stated).

You will be in breach of the tenancy agreement if you or someone acting for you has knowingly made a false statement or given incorrect information to us which led to the granting of your tenancy.

## The Meaning of Words

Assignment	Where you pass the tenancy of your home to a member of your family who has been living with you for 12 months.
Animal	Any creature. This includes, but is not exclusive to, mammals, birds, reptiles and insects.
Byelaws	Local laws or rules made by the Council.
Communal areas	Areas shared by two or more tenants, such as stairwells and landings, parking and drying areas, corridors, grassed areas, paths and roads throughout the estate.
Energy efficiency equipment	Any FIT (Feed in Tariff) equipment (see below for definition) and/or renewable heat equipment.
The council	Chesterfield Borough Council
Energy efficiency payment	<p>Any benefits arising as a result of the energy efficiency equipment being connected to the grid and any environmental or renewable benefits (including feed-in-tariffs) relating to the energy efficiency equipment (including any monetary payments).</p> <p>Any payments arising as a result of supplies of electricity and/or exports of electricity to the grid from the energy efficiency equipment.</p> <p>Any revenue generated in relation to the energy efficiency equipment.</p>
Exchange	Where you have approval to swap your home with another tenant of this Council, another council, housing association or other registered social landlord.

FIT equipment	<p>Any local carbon generator equipment including (but not limited to) any solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology, which is eligible (as a matter of law) for feed-in-tariff payments, together with:</p> <ul style="list-style-type: none"> <li>• any invertors, meters, monitoring equipment, cabling and other associated media and works and;</li> <li>• any addition or replacement,</li> </ul> <p>that we, or a third party with our permission, may install</p>
Fixture	A piece of equipment or furniture which is fixed in position in a building, e.g., a light fitting.
Grid	The system for transmission of electricity (local and high voltage) in England and Wales as operated by persons licensed by the relevant licensor or regulator (e.g., Ofgem)
Hardstanding	A driveway or paved area used for parking a vehicle.
Lodger	Someone who lives in your home but does not have the right to keep you out of any part of it.
Notice	A formal written statement of intention (e.g., notice to end the tenancy).
Nuisance	Includes any behaviour which the Council considers to be harmful, annoying or offensive.
Renewable heat equipment	Renewable heat technology or fuel source including (but not limited to) air and ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the natural gas grid, and any other technology which is eligible (as a matter of law) for renewable heat incentives, together with any invertors, meters, monitoring equipment, cabling and other associated media and works and any addition or replacement, that we, or a third party with our permission, may install.
Supported accommodation	Accommodation with shared internal and external shared spaces such as a common room, communal lounge, kitchen, garden, corridors which has been designated for specific groups such as older and/or disabled people.

Sublet	Where someone pays you rent to have the right to keep you out of a part of the home you live in.
Tenancy	An introductory, secure tenancy or fixed term tenancy.
Tenant(s)	An introductory tenant(s), secure tenant(s) or fixed term tenant(s).
Vexatious	A comment or complaint is one which has no merit and is made with the intention of harassing, annoying or subduing someone. For example, it may be frivolous, repetitive or unwarranted.
We, us, our	Chesterfield Borough Council.
You	The tenant of the property or joint tenants of the property.
Your home	<p>The property or dwelling let to you including any garage, outbuilding, fence or wall let with the dwelling but not a garage or garage site which is let to you separately. The boundaries of the house are defined by the physical boundaries at the date of the letting to you.</p> <p>Your home excludes any energy efficiency equipment that may be fitted to, in or on the property and also excludes the air space above and around the dwelling house up to a height and depth of ten meters from the surface of the dwelling house excluding:</p> <ul style="list-style-type: none"> <li>• any part of the roof of the dwelling-house and</li> <li>• any structural part of the dwelling-house.</li> </ul>

## Types of Tenancy

**Introductory tenancy** If you are starting your tenancy as an introductory tenant, it is very important that you understand the advice given below.

As an introductory tenant you have fewer legal rights than a secure tenant.

Your introductory tenancy is for a period of twelve months. You must show the council that you are responsible enough to keep your home by:

- not behaving anti-socially or causing a nuisance or harassing other people
- paying your rent on time
- looking after your home

**Extending your introductory tenancy** If you do not keep to the rules of your tenancy agreement we may extend your introductory tenancy. We can extend your trial period by six months, making the total period for your introductory tenancy eighteen months.

**If you break any of the rules in this agreement we can take action to evict you.** As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant.

**Secure tenancy** When you become a secure tenant you get the full legal rights of a council tenant. You must still behave responsibly and keep to the rules in this agreement. If we want to evict you, you would then have the right to put your case at a court hearing. A judge would then decide if the council has grounds to evict you.



Demoted  
tenancy

If there are problems with anti-social behaviour at a property, we may apply to the court to have tenancy demoted. This means that a secure tenancy is replaced with a less secure tenancy, removing a number of tenancy rights including the right to buy and the right to succession. The demoted tenancy lasts for a year and during this time it is much easier for us to take possession of the property if behaviour does not change.

## Summary of Legal Rights of Tenants

Legal Right	Secure Tenants	Introductory Tenants
Right to succession of partner/family member (*1)	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	Yes
Right to buy	Yes	No (*2)
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on decision to delegate housing management	Yes	Yes
Right to participate in housing service monitoring	Yes	Yes

(\*1) A family member will only succeed if the tenancy started before 1 April 2013.

(\*2) But the introductory tenancy period counts toward the discount

# 1. Notices

## Your Obligations

### 1.1 If the council serves a notice

In addition to any way permitted by law, we may serve any notice on you by leaving it at your home. This includes posting it through the letterbox at your home, leaving it with someone at your home, fixing it to your home or sending it to you by post to your home.

If the council has to serve a notice on joint tenants, the notice may be served on just one of them but will be classed as properly served on all joint tenants.

### 1.2 If you wish to give notice

If the tenant wishes to give notice to the council, it may be sent by post or delivered to The Head of Housing, Town Hall, Chesterfield S40 1LP.

### 1.3 Form of notices

You and we agree that any notice given by you and/or us, however the notice is expressed, is intended to comply with the notice period condition of this tenancy agreement and/or any relevant legislation, rules or regulations and you and we agree that the notice will be deemed to so comply unless you and we agree otherwise.

## 2. Rent and Other Charges

### The Council's Rights and Obligations

#### 2.1 Variation of charges

The council may vary the rent or other charges by giving the tenant four weeks notice in writing.

### Your Obligations

#### 2.2 Paying rent and other charges

You must pay the rent and other charges when due. The rent and other charges (e.g., communal cleaning, Careline, garden assistance) is due weekly on the first Monday the tenancy commences and on every Monday after. Details of the payment and collection of rent are contained in the Tenant Handbook.

#### 2.3 Joint tenants

If you are joint tenants you are each responsible for all the rent and for any rent arrears. The council can recover all rent arrears owed for your home from any individual joint tenant.

#### 2.4 Other debts or debits

You may be charged for other debts or debits to the council related to your tenancy (e.g., damage, lock changes, re-glazing). If you do not pay a debt of this type, legal action may be taken against you to recover it and any associated cost.

## 3. Occupancy

### Your Rights

#### 3.1 Quiet enjoyment

You have the right to 'quiet enjoyment' of your home. This has nothing to do with noise but means that you can live in your home without the council interfering so long as the tenancy conditions are not broken.

### Your Obligations

#### 3.2 Start of tenancy

You must occupy your property within twenty eight days of the tenancy start date or your property may be treated as abandoned.

#### 3.3 Living in the property

You must occupy the property as your only or main home.

#### 3.4 Going away

You must tell us if you will be away from your home for more than twenty-eight days. We will then know that you have not abandoned your home. If you are absent from your home for more than a month without telling us we may assume that you have abandoned your home and take action to end your tenancy.

### The Council's Rights and Obligations

#### 3.5 Your right to possession

We will not interfere with your right to live in the property, as long as you keep to the conditions of the tenancy agreement.

### **3.6 Right to seek to recover possession**

If the tenancy is an introductory tenancy, we will only seek to recover possession of your property after first giving you notice of our intention to apply to the Court for an order for possession.

If the tenancy is a secure tenancy, we will seek to recover possession on any of the grounds set out in Schedule 2 of the Housing Act 1985 after first giving you notice of our intention to apply to the Court for an order for possession.

Details of the grounds are included in the Tenant Handbook. Breaking any of the tenancy conditions is one of the grounds for possession.

## 4. Care of Property and General Conduct

### Your Obligations

#### 4.1 Your home

You must keep your home in a clean and tidy condition.

#### 4.2 Communal areas

You must cooperate with the council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.

You or anyone living with or visiting you must not leave any item in an internal communal area at any time.

You or anyone living with or visiting you must not leave any item in an outside communal area unless you can prove that you have arranged for its collection and disposal. Where collection of an item has been arranged, it must only be left in an external communal area for the minimum time possible.

You must have the council's written permission to cultivate any plants in a communal area. The council may remove any plant from a communal area and recharge the person responsible for its growth with the cost of removal and reinstatement.

#### 4.3 Obstructions

You (or anyone living with you, or visiting your home) must not put anything in a place (either inside or outside the property) that would mean access to and from your home (or to and from any neighbouring property or amenity land) is obstructed, or is a hazard (for instance, if someone could trip over the item). If any item is left that may cause an obstruction or is a hazard, the council can remove any item with no warning and can recharge the person responsible with the costs of its removal and disposal.

#### **4.4 Communal facilities**

Where there is a communal lounge, laundry, or other facilities within sheltered or other housing scheme, they can be used by all tenants of that scheme, following any guidance or regulations that are put in place by the council.

Laundry facilities must not be used by non-tenants for their personal laundry.

#### **4.5 Dealing with rubbish and waste**

Persistent failure to store, put out bins, or manage your waste as required by the council may be considered to be a nuisance.

#### **4.6 Damaging council property**

You (or anyone living with you, or visiting your home) must not damage, deface or put graffiti on council property. You will have to pay for any repair or replacement arising from any damage to your home or any council property caused by you, your family, visitors or lodgers.

#### **4.7 Running a business and use of your home**

You must not run (or allow anyone else to run) any trade or business from your home without written consent from the head of Housing.

You must not use (or permit anyone else to use) the property or any part of it for non-residential purposes.

#### **4.8 Smoking**

You (or anyone living with you, or visiting your home) must not smoke in any enclosed communal area. This includes any communal area of sheltered housing.

#### **4.9 Infestation**

You are responsible for ensuring that an infestation is not caused as a result of you doing, or not doing something.

### **5. Gardens and Boundaries**

## **Your Obligations**



### **5.1 Accepting responsibility**

You have accepted the condition of the garden in its present state and are responsible for ensuring it is kept to a standard acceptable to the council. You must not allow any part of the garden to grow to such an extent that it interferes with the passage of light or air to any energy efficiency equipment.

### **5.2 Garden standards**

You must make sure that your garden is tidy and cultivated to a reasonable standard. Lawns must be cut regularly to an acceptable height and edges trimmed. Hedges must be trimmed to an acceptable height and width. If the garden is overgrown and there is no good reason why you are unable to clear it, the council may clear it and charge you for the work and take legal action against you for breaking your tenancy agreement.

### **5.3 Trees**

You (or anyone living with you, or visiting your home) must not cut down or remove any established tree on the property without our written consent.

You are responsible for the maintenance of any tree in your garden unless you can satisfy the council that it is not reasonable for you to do so.

You must not plant or allow to grow (e.g., self-seeded) any tree which is unsuitable for its location.

#### **5.4 Rubbish and waste**

You must keep your garden free from rubbish. If you do not, we may clear it and charge you for the work and take legal action against you for breaking your tenancy agreement.

#### **5.5 Encroachment**

You must not encroach on any property, which has not been let to you, and not permit any encroachment of the boundaries of your home by anyone else. You must report any such encroachment to us straight away.

#### **5.6 Boundaries**

You must not erect walls or fences or alter, move or interfere with existing boundary features without our written consent. If you break this condition, you may have to return the boundary to its original state or we may do the work and charge you for it.

## 6. Tenant Alterations

### Your Rights

#### 6.1 Right to compensation

You may be able to claim compensation for certain improvements you make to the property once your tenancy ends. See the Tenant Handbook for more details.

### Your Obligations

#### 6.2 Right to make improvements

You must get our written consent before you carry out any alterations or improvements to your property.

Although you are not required to seek permission to install any meters, for example, water, gas or electricity, you must inform the council that you have done so within twenty-eight days of installation.

Most fixtures installed by you will become the property of the council, which you must not remove on termination of the tenancy. If there is an item that you wish to take with you, then you must get our written permission. If you remove fixtures you will be charged with the cost of reinstatement.

#### 6.3 Flooring

You must get written consent from us before fitting any type of hard flooring in flats (for example laminate, hardwood, vinyl or studio flooring).

#### 6.4 Notice boards and signs

You must not display any advertisement, sign or notice board in your home, any communal area or land owned or managed by the council without our written consent.

### **6.5 Putting up structures**

You (or anyone living with you, or visiting your home) must not put up structures such as sheds, greenhouses, garages or pigeon lofts anywhere on your property without our consent in writing. You will be responsible for any maintenance and at the end of your tenancy you may have to remove any structures you have put up.

### **6.6 Surveillance equipment (e.g., CCTV)**

You must not erect closed circuit television (CCTV), video camera equipment or other surveillance equipment at the property unless you have our written consent.

### **6.7 Aerials and satellite dishes**

You must not put up a radio or television aerial, satellite dish or similar item at the property without our written consent and we shall have the right to withhold consent where such equipment will cast a shadow over any energy efficiency equipment or reduce its output. We shall have the right to withdraw a consent issued under this clause if it is subsequently found such equipment does detrimentally affect the efficiency of the energy efficiency equipment.

## 7. Repairs

### Your Rights

#### 7.1 Right to repair

You have the right to have certain repairs carried out within a specified time. See the Tenant Handbook for more details.

### Your Obligations

#### 7.2 Reporting repairs

You must notify us promptly of any repairs to the property which are the council's responsibility or if any part of the energy efficiency equipment needs to be repaired by us. You may have to pay for repairs if you don't tell us quickly and things get more damaged.

#### 7.3 Your responsibilities

You must keep in good repair:

- the internal decoration of the property.
- items of minor household repairs which are specified as being the responsibility of the tenant. These items may be changed from time to time and are listed in the Tenant Handbook.

#### 7.4 Responsible areas

You must take responsible care of your property internally, externally and the communal areas.

#### 7.5 Prevention of damage

You must take all reasonable steps to prevent damage to the property by fire, frost, the bursting of water pipes or the blocking of drains.

## **7.6 Repairs you must pay for**

You must pay the whole cost of any works or repair or replacement arising from any damage to the property or energy efficiency equipment (other than fair wear and tear) caused or permitted by you, or anyone living with you or visiting your home. You will be charged if damage is caused deliberately or by your own neglect.

Charges will apply if you have left the tenancy even if these have been identified after you have left the tenancy.

## **7.7 Cost of repairs**

You will be charged at the same rate that the council has been charged for those repairs.

## **The Council's Rights and Obligations**

### **7.8 Repairs**

We will keep in repair the structure and exterior of the property (including communal areas in the case of flats). We are responsible for any repairs that are needed to any energy efficiency equipment, although an authorised third party may carry out the repairs on our behalf. We (or a third party authorised by us) will carry out these repairs on our behalf even if damage is caused by you, anyone living in your home or any visitor. You will be responsible for the costs incurred.

We will keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for space heating or heating water.

### **7.9 Improvements**

We have the right to improve or modernise the property.

## **7.10 Right to fix wires**

We, or a third party authorised by us, have the right to erect, fit, attach, fix and maintain any wires, cables, poles, brackets, fixtures and fittings in over or upon the property for the purpose of services for the supply of radio, television, broadband or any similar technology to any other property.

We have the right to install and maintain or improve in the property and in the common parts cables, wires, fixtures or other equipment for the purpose of the provision by the council of emergency alarm or security systems.

## **7.11 Energy efficiency equipment**

We retain the following rights over your home for the benefit of us or any third party authorised by us:

- The right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any energy efficiency equipment in and on your home (including the right to attach the energy efficiency equipment to your home and remove any part or the whole of the energy efficiency equipment from your home).
- The right to change the position or location of any part of the energy efficiency equipment in or on your home.
- The right to use all means of reasonable access to and through your home and any building of which your home is part of, for access to and from the energy efficiency equipment so that we or any third party authorised by us can exercise the rights set out in this tenancy condition.
- The right to connect into, use and alter the existing electrical cabling, installations and other service media within your home in connection with the use of the energy efficiency equipment for the generation of electricity via the energy efficiency equipment, including exporting electricity to the grid, and the passage or transmission of utilities to and from the energy efficiency equipment and your home.
- The right to support and protection for the energy efficiency equipment from your home and any building of which your home is a part.

## **8. Access**

### **Your Obligations**

#### **8.1 Allowing access**

You must allow employees, agents and contractors of the council and any other service provider (gas, electricity, water and telephone) access to your home and all its parts or any adjoining property, for inspections, repairs and

improvements and servicing to be carried out.

## **8.2 Obstructing access**

You must not obstruct access to your home, either directly (e.g., by refusing permission to enter or by cancelling appointments) or indirectly (e.g., the build-up of furniture, personal belongings, stored items, items outside your home, or unhygienic conditions or inappropriate behaviour).

## **8.3 Gas safety checks**

We must carry out a gas safety check every year to ensure that gas appliances are working correctly and to guard against the dangers of carbon monoxide.

You must allow us access to carry out the annual gas safety check of appliances, flues and pipe work installed and maintained by us.

We will give you advance notice of when we need to get into your property. Where you do not allow us in we will take legal action to enforce access or force entry and charge you for any costs involved in doing so.

Failure to allow us access can lead to a prison sentence.

## **8.4 Smoking**

Smoking refers to smoking tobacco, anything which contains tobacco or smoking any other substance. In order to ensure the health and safety of our staff and our agents, you must make sure that your home is smoke-free when our staff or our agents attend your home by appointment.

## **The Council's Rights and Obligations**

## **8.5 Notice of need for access**

We will give you at least twenty-four hours notice of the need for access, unless you agree to a shorter period, except in an emergency where access may be taken without notice.



## 9. Anti-social Behaviour

### Your Obligations

#### 9.1 Household and visitors

You are responsible for the behaviour of every person (including children) living in or visiting your home.

#### 9.2 Nuisance behaviour

You (or anyone living with you, or visiting your home), must ensure no nuisance or annoyance is caused to any person living in, visiting or engaging in a lawful activity in the locality of your home. Examples of nuisance, annoyance or disturbance include:

- loud music
- arguing and fighting
- slamming doors and cupboards
- dog(s) barking, fouling and not kept under control.
- offensive or disruptive drunkenness
- selling of drugs or drug abuse
- dumping items in a garden, communal area of flats or any other land owned or managed by the council
- using motorised or un-motorised vehicles on land that is not designated for such use
- undertaking major car repairs
- playing ball games close to someone else's home
- discarding litter
- using air-rifles or pellet guns
- disruptive or intimidating loitering
- noisy DIY at unsocial hours
- throwing items from windows or balconies
- spraying or writing graffiti

**These are examples only and not a complete list.**

## **9.2 Nuisance behaviour (continued)**

It will be a breach of this obligation where behaviour is unreasonable and is causing nuisance or annoyance. It is unlikely to be a breach of your agreement if your activities are reasonable and you take reasonable steps to stop any activity that causes nuisance or annoyance to someone else.

## **9.3 Harassment, abuse and violence**

You (or anyone living with you, or visiting your home) must not harass, abuse or be violent towards any other person. Examples of harassment, abuse or violence include:

- racist behaviour or language
- insulting or intimidating behaviour or language that results from a person's perceived difference (for instance, disability, sexuality, age, religion (hate harassment)).
- using or threatening to use violence (including domestic violence)
- Using abusive or insulting words or behaviour
- damaging or threatening to damage another person's home or possessions
- writing threatening, abusive or insulting letters (including electronic mail, texts or posts) or graffiti
- doing anything that interferes with the peace, comfort or convenience of another person or other people

These are examples only and not a complete list

## **9.4 Domestic violence and domestic abuse**

You must not cause any domestic violence or abuse. Domestic violence or abuse is any pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can be, but is not limited to:

- psychological
- physical
- sexual
- financial
- emotional

## **9.5 Illegal or immoral purposes**

You (or anyone living with you, or visiting your home) must not use your home or any communal area for any illegal or immoral purposes.

## **9.6 Abuse towards council employees**

You (or anyone living with you, or visiting your home), must not use or threaten to use violence or use abusive or insulting words (including sexual comments) or behaviour or cause nuisance or annoyance to any employee, agent or contractor of the council at any place or at any time.

## **9.7 False, malicious, nuisance and vexatious complaints**

You (or anyone living with you, or visiting your home) must not make false, malicious, nuisance or vexatious complaints or allegations about the behaviour of any other person living in or visiting within the vicinity of your home, or about any employee, contractor or agent of the council, or about any service provided by the council.

## 10. Safety and Security

### Your Obligations

#### 10.1 Health and safety

You (or anyone living with you, or visiting your home) must not behave in a manner, or carry out an act, or fail to act in a way that affects the health and safety of people living, visiting or working in your home or the locality of your home.

#### 10.2 Safety equipment

You (or anyone living with you, or visiting your home) must not tamper or interfere with equipment for the supply of services or other security and safety equipment. This includes fire and smoke alarms, fire doors and equipment for the proper functioning of fire doors.

#### 10.3 Communal doors

You (or anyone living with you, or visiting your home) must not prevent the full closure and locking of any fire door or communal door and you must not let strangers in without identification.

#### 10.4 Dangerous items and substances

You (or anyone living with you, or visiting your home) must not make, bring into or store in your home or communal area anything which is dangerous to you or others or which is a contaminant or may cause or is likely to cause a nuisance to others. This includes paraffin, petrol and diesel.

You (or anyone living with you, or visiting your home) must safely store and dispose of any dangerous item such as needles and clinical waste without causing a risk to yourself or others.

#### 10.5 Fire

You must do all you reasonably can to prevent fire and the spread of fire.

#### 10.6 Bottled gas

You (or anyone living with you, or visiting your home) must not keep any more bottled gas in your home than is reasonable for normal domestic use.

### **10.7 Communal areas**

You (or anyone living with you, or visiting your home) must not keep bottled gas, paraffin, petrol or any other dangerous or contaminant material in a communal area.

### **10.8 Cooking and heating**

You must only use recognised and approved fuel using a suitable appliance for heating or preparing food.

### **10.8 Energy efficiency equipment**

You must not and you must not allow anyone living with you or visiting your home to cause any damage to any energy efficiency equipment.

You must pay us the cost of any repairs to the energy efficiency equipment that are needed because you have damaged or neglected it or failed to report the repair in accordance with the obligations placed upon you . You must not undertake the repairs yourself.

Any damage or neglect which results in damage to any energy efficiency equipment which reduces the energy generation capabilities of that equipment may mean that you are liable to us for any loss in energy efficiency payments.

## 11. Vehicles and Parking

### Your Obligations

#### 11.1 Driving and parking on council land

Except for land designated for driving or parking a vehicle, you (or anyone living with you or visiting your home) must not drive or leave any vehicle or trailed vehicle (such as a caravan, trailer or boat) on any verge or openly accessible land owned or managed by the council. You (or anyone living with you or visiting your home) must not park a vehicle in a designated parking area if the vehicle is not driven for an unreasonable or extended period.

#### 11.2 Parking on your property

You (or anyone living with you or visiting your home) must only leave a vehicle at your home on a hard standing with (where required) a suitable dropped kerb and crossover that have been approved by the council.

#### 11.3 Trailed vehicles and motor homes

Unless you have the council's written agreement, you (or anyone living with you or visiting your home) must not leave:

- A caravan, or other trailed vehicle (such as a trailer or boat) on a road, garden, driveway, paved area around your home, hard standing or any land owned or managed by the council.
- A motor home on a garden, driveway, paved area around your home, hard standing or any land owned or managed by the council.

#### 11.4 Untaxed or unroadworthy vehicles

Unless you have the council's written agreement, you (or anyone living with or visiting your home) must not leave any untaxed or unroadworthy vehicle on land owned or managed by the council unless it is parked on an approved hard standing within the boundaries of a property or a garage and has complied with all current rules and regulations concerning notification to the Driver and Vehicle Licencing Agency or other appropriate organisation.

#### 11.5 Obstructing access

A vehicle parked by you or anyone living with you, or visiting your home must not obstruct access to another property (including a garage) or service road or block access for an emergency vehicle.

### **11.6 Car repairs**

You (or anyone living with you, or visiting your home) must not carry out repairs, other than minor routine servicing, to a vehicle within the boundaries of your home, or on land owned or managed by the council, or on a road.

### **11.7 Residents' parking**

If your home has a designated residents' parking area, only you and your visitors must park there.

### **11.8 Communal areas and interiors**

You (or anyone living with you, or visiting your home) must not:

- Bring into or keep any petrol or diesel vehicle in any accommodation, storage area or communal area of flats at any time.
- Bring into or keep a bicycle or any other type of non-motorised vehicle in an internal communal area of flats at any time.
- Bring into or keep a mobility scooter inside accommodation, a storage area or an internal communal area of flats without first obtaining written permission from the council.

### **11.9 Storage of mobility scooters**

A mobility scooter must be kept in a suitable store or suitable location following written permission from the council.

### **11.10 Sleeping in a caravan outside your home**

You (or anyone living with or visiting you) must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

## 12. Animals and Pets

### Your Rights

#### 12.1 Keeping animals

Subject to clauses below, you may keep small domestic animals (such as dogs, cats, hamsters, fish and caged birds) in your home.

#### 12.2 Removal of animals

When told to do so by the council, you must remove any animal from your home and not allow any animal to return. We will tell you of this in writing, giving reasons and the date by which you must comply.

### Your Obligations

#### 12.3 Care of animals

You must ensure that any animal in your home is properly cared for, including feeding, cleaning, appropriately housed and in good health.

#### 12.4 Law, rules and regulations

You must ensure and that you comply with any relevant legislation, rules or regulations concerning the animal, for example ensuring that any dog is microchipped.

#### 12.5 Control

You must ensure that any animal in or visiting your home is kept under proper control at all times, including keeping dogs on leads in public areas and where appropriate, keeping animals in appropriate enclosures from which they cannot escape. These must be adequate for the animal's needs and size.



## **12.6 Nuisance**

You must ensure that any animal in or visiting your home does not cause injury, damage or a nuisance or annoyance. Nuisance includes:

- fouling in internal communal areas and other areas near your home such as parks and playing fields
- fouling on other people's property, including gardens
- failing to clear up and dispose of any mess left by any animal immediately and hygienically
- noise, including barking, howling and squealing
- aggression
- smells

**This is not an exhaustive list**

## **12.7 Unsuitable animals**

You must not keep or otherwise allow into your home any livestock, wild, or dangerous animals or any type or number of animals that we consider unsuitable for your home.

## **12.8 Prior agreement**

You must have our prior written agreement:

- to keep or otherwise allow an animal or animals into your home where you have been told to remove an animal from your home under clause 12.2.
- if you wish to keep pigeons and/or fowl at your home
- if you wish to breed any animal at your home
- if you wish to feed, look after or otherwise encourage any animal near your home\*

\* We are unlikely to provide agreement where the animal is verminous, a pest, a danger or likely to cause a nuisance.

## **12.9 Supported housing**

You may keep a small caged bird, or fish in an aquarium.

## **12.9 Supported housing (continued)**

Unless you have the council's written agreement, you may not keep other pets such as cats and dogs. In this case you must keep the animal in accordance with the obligations set out in section 12 of this agreement, but

permission will not normally be given to replace an animal.

You, or a member of your household, may keep a registered assistance animal with prior written agreement from the council.

## 13. Tenancy Changes and Lodgers

### Your Rights

#### 13.1 Assignment

You have the right to assign your tenancy to another member of your family living with you, subject to certain conditions (see below).

#### 13.2 Subletting (secure tenants only)

You have the right to sublet part of your home. You do not have the right to sublet all of the property.

#### 13.3 Exchange (secure tenants only)

You have the right to exchange your home with another property.

#### 13.4 Successions

If you die, the tenancy may pass to a joint tenant or a person who has been living with you as husband or wife. The tenancy could also pass to a close relative if they have been living with you for the previous 12 months and the tenancy began before 1 April 2013.

If the tenancy passes to a relative and the house is bigger than they need, we may move them out to a more suitable property.

#### 13.5 Lodgers (secure tenants only)

You have the right to take in lodgers.

### Your Obligations

#### 13.6 Tenancy changes

You must not assign, sublet, part with possession of the whole of the property or exchange your tenancy without the **prior** written consent of the council.

#### 13.7 Lodgers (introductory tenants cannot take in lodgers)

You must not cause overcrowding by allowing a lodger(s) to live at the property.

### **13.8 Damage caused by lodgers**

You must take reasonable steps to remove your lodger, sub tenant or visitor if they cause any damage to the property or communal areas deliberately or by neglect. You may have to pay the cost of repairing any damage that they cause.

## 14. Other Matters

### Your Obligations

#### 14.1 False claims

You (or anyone living with you, or visiting your home) must not make or must not aid, abet or encourage any other person to make a false claim or a false statement in connection with any service which is provided by, or on behalf of the council in respect of your home.

“Service” includes, but is not limited to, repairs which the council is obliged to undertake as landlord of the property.

### The Council’s Rights and Obligations

#### 14.2 Granting permission

If you ask for our permission to be allowed to do something in accordance with your obligations contained in this tenancy agreement, we will not unreasonably refuse, delay or withdraw permission.

You are responsible for getting any other permission required under legislation such as planning permission or building regulation approval.

#### 14.3 Costs of taking action against you

If we take action against you because you or anyone you are responsible for has not kept to the conditions of this agreement, we can charge you for the cost of that action.

#### 14.4 Energy efficiency equipment and payments

To avoid doubt:

- You do not have and will not gain any rights of ownership in respect of any part of any energy efficiency equipment.

#### **14.4 Energy efficiency equipment and payments (continued)**

- Subject to any agreement we have with a third party, we will be entitled to receive all energy efficiency payments irrespective of whether we or a third party owns the energy efficiency equipment. If asked, you shall reasonably assist us to make sure that we have the benefit of any renewable benefit payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the renewable benefit payments, confirming that we are.
- You may use any electricity and/or heat generated by any energy efficiency equipment.
- In order to produce electricity and/or heat that you can use, the inverter part of the energy efficiency equipment may need to use a small amount of electricity through the electrical cabling and installation within your home. You agree that there will be no charge payable by us or to you in this regard.

## 15. The End of Your Tenancy

### Your Obligations

#### 15.1 Notice period

If you wish to end your tenancy, you must give us a minimum of four full weeks' notice in writing to end on a Monday.

#### 15.2 Abandoned properties

If you leave your property without giving notice or handing back your keys we will take legal action to change the locks and regain possession of the property. Full rent will be charged to you until the council has legal possession of the property.

#### 15.3 Keys

You must return all of your keys to housing services on or before the Monday the tenancy ends. If the keys are not returned at the end of the tenancy, rent will continue to be charged to you until the Monday following their return.

#### 15.4 Clearing the property

You must give us vacant possession of your home.

You must clear your home of all your belongings at the end of the tenancy including furniture, carpets and any rubbish. You agree that any item left in your home, or in any communal area, or garden, or on any land owned or managed by the council, or public areas, will have been abandoned by you and may be disposed of by us immediately and without notice and that you will pay us the cost of removal, disposal and/or storage of any such items.

### **15.5 Condition of the property**

You must leave the property in good repair and in a clean condition. This includes leaving your garden in a clean, tidy and cultivated condition consistent with the standard at 5.2

You must pay for repairs or replacements if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you. You will not have to pay for normal wear and tear.

### **15.6 Joint tenants**

If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice in writing to end on a Monday. This means the whole tenancy terminates for all joint tenants. The council will decide if any of the joint tenants can stay in the home.



## 16. Consultation and Information

### Your Rights

#### 16.1 Right to information

You have the right to see:

- our policies on housing, rehousing and exchanges
- certain personal information we hold for the purposes of your tenancy or housing application. We may charge you for copies of these details

#### 16.2 Right to be consulted

You have the right to be consulted on any changes in your conditions of tenancy or any proposals that are likely to affect you.

### The Council's Rights and Obligations

#### 16.3 Information

We will publish a summary of the rules for deciding priority in allocating housing accommodation including transfers and exchanges.

We will publish information from time to time about introductory and secure tenancies and housing management performance indicators.

#### 16.4 Consultation

We will consult with secure tenants or their representatives who are likely to be substantially affected by any proposed changes in, or addition to, the council's housing management policies (other than rents and service charges).

#### 16.5 Variation of Tenancy Conditions

The council may vary these conditions of tenancy by serving a notice of variation (subject to paragraph 2.1). This would only be done after tenants had been properly informed of the effects of such variations and they have been given the opportunity to comment upon them.

## Declaration

**I have read and understood the tenancy agreement and will keep to its conditions.**

**I understand that I may lose my home if I do not keep a condition of the tenancy agreement.**

**Signed by Tenant(s):**

<b>Name of Tenant 1</b> (Block Capitals)	<b>Signature of Tenant 1</b>	<b>Date</b>
<b>Name of Tenant 2</b> (Block Capitals)	<b>Signature of Tenant 2</b>	<b>Date</b>
<b>Name of Tenant 3</b> (Block Capitals)	<b>Signature of Tenant 3</b>	<b>Date</b>

**Signed on Behalf of the council:**

<b>Name of Officer</b> (Block Capitals)	<b>Signature of Officer</b>	<b>Date</b>
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