



## Tenancy Agreement

## Housing Services

Chesterfield Borough - inspiring pride, aspiring to be the best, working for a safer, cleaner, greener, thriving community



## ARE WE ACCESSIBLE TO YOU? IF NOT - ASK US!

- ✓ We want everyone to be able to understand us.
- ✓ We want everyone to be able to read our written materials.
- ✓ We aim to provide what you need to enable you to be involved in our activities – by attending meetings, reading our leaflets, talking and writing to us.

On request we will provide free -

- ☺ Language interpreters, including sign language.
- ☺ Translations of written materials into other languages.
- ☺ Materials in Braille, large print, Easy Read or on tape.

**Please contact us:**

General enquiries -	01246 345345
Fax -	01246 345252
General enquiries mobile phone text only -	079609 10264
General Housing enquiries -	01246 345177
Leisure enquiries -	01246 345096
Environmental enquiries	01246 345734
Planning enquiries -	01246 345811

or E-mail - [eoinfo@chesterfield.gov.uk](mailto:eoinfo@chesterfield.gov.uk)

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## 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 agreement is made the ..... day of ..... Two Thousand and .....

This agreement is between Chesterfield Borough Council (called "the Council") and

..... (called "the Tenant")

The Council lets and the Tenant takes the property known as

.....

The weekly charges for the property are:	Rent:	£
	Water Rates:	£
	Other Charges	£

Where the property is a flat which is situated within a block of flats, which has a communal area or areas, a service charge of £ ..... per week is payable by the Tenant in respect of the cleansing by or on behalf of the Council of the communal area or areas.

The tenancy is a weekly tenancy and commences on Monday .....

- You have an introductory tenancy with us. It will last for one year until ..... After this date it will automatically become a secure tenancy, unless we have gained possession of your home or we have started possession proceedings against you
- You have a secure tenancy with us

The obligations and rights mentioned in the agreement apply to an introductory tenancy as well as to a secure 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.

## Meaning of Words

### Assignment

Where you pass the tenancy of your property 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 equipment (see below for definition) and/or renewable heat equipment.

### Energy efficiency payment

- 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);
- Any payments arising as a result of supplies of electricity and/or exports of electricity to the grid from the energy efficiency equipment; and
- Any revenue generated in relation to the energy efficiency equipment.

### Exchange

Where you have approval to swap your property with another tenant of this Council, another council, housing association or other registered social landlord.

### FIT equipment

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:

- 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

### Grid

the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem.

### Hardstanding

A driveway or paved area used for parking a vehicle.

<b>Lodger</b>	Someone who lives in your home but does not have exclusive right to any one part of it.
<b>Notice</b>	A formal written statement of intention (eg notice to terminate tenancy).
<b>Nuisance</b>	Includes any behaviour which the Council considers to be harmful annoying or offensive.
<b>Renewable heat equipment</b>	<p>any renewable heat technology equipment 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:</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>
<b>Sublet</b>	Where someone pays you rent to have exclusive right to part of your home.
<b>Tenancy</b>	An introductory or a secure tenancy.
<b>Tenant(s)</b>	An introductory tenant(s) or a secure tenant(s).
<b>We, us, our</b>	Chesterfield Borough Council.
<b>You</b>	The tenant of the property or joint tenants of the property.
<b>Your home</b>	<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; and
- 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 but if we want to take possession of your home 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 Tenancies

If there are problems with anti-social behaviour at a property, we may apply to the County 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.

## Legal Rights of Tenants in Brief

Legal Right	Secure Tenants	Introductory Tenants
Right to succession of partner/family member	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 *
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

\* but the introductory tenancy period counts toward the discount

## Notices

### If the Council serves a notice

If the Council has to serve a notice on you, we may deliver it to you, leave it at your address (which includes, but is not limited to, posting it through the letterbox at your address) or send it to you by post to your address.

The "address" of the tenant on whom a notice is to be given or served shall be his/her last known address.

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.

### 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.



## Rent and Other Charges

### Your Obligations

#### Paying your rent

You must pay the rent and other charges when due. The rent (together with an instalment of water charges) 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's handbook.

#### 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. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.

### The Council's Rights and Obligations

#### Variation of charges

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

## Occupancy

### Your Rights

#### 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

#### 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.

#### Living in the property

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

#### 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 take action to end your tenancy.

### The Council's Rights and Obligations

#### 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.

#### 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's handbook. Breach of any of the tenancy conditions is one of the grounds for possession.

## Care of Property and General Conduct

### Your Obligations

#### Your home

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

#### Communal areas

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

You must not store or leave items in communal areas and nothing which could be set on fire should be kept in communal areas at any time.

#### Obstructions

You (or anyone living with you, or visiting your home) must not put any item or items in a place (either inside or outside the property) that would mean access to and from the property (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.

#### 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. The costs may be charged in addition to your rent.

#### Byelaws

You must not break any of the Council's byelaws relating to housing amenity areas. You can ask to see the byelaws at the Town Hall.

#### Running a business

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.

#### Smoking

Smoking is not permitted in any enclosed communal areas.

### Your Obligations

#### 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.

#### Garden standard

You must make sure that your garden is tidy and cultivated to a reasonable standard. Lawns must be cut and hedges trimmed. 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.

#### 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 trees you plant in your garden.

#### Rubbish

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.

#### 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.

#### 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.

## Tenant Alterations

### Your Rights

#### 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's handbook for more details.

### Your Obligations

#### 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.

#### 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).

#### 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.

#### Notice boards & signs

You must not display any advertisement, sign or notice board on the property without our written consent.

#### CCTV

You must not erect closed circuit television or video camera equipment or similar items at the property unless you have our written consent.

#### Aerials & 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.

## Repairs

### Your Rights

**Right to repair** You have the right to have certain repairs carried out within a specified time. See the tenant's handbook for more details.

### Your Obligations

**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.

**Your responsibilities** You must maintain 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's handbook.

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

**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.

**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, 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.

**Cost of repairs** You will be charged at the same rate that Housing Services has been charged for those repairs.

### The Council's Rights and Obligations

#### 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, although 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.

#### Right to fix wires

We have the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in over or upon the property for the purpose of supplying radio and television diffusion service 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.

#### Improvements

We have the right to improve or modernise the property.

#### 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 part of



### Your Obligations

#### 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 to be carried out as described in the tenant's handbook including where we (or someone authorised by us) are exercising any of the rights reserved under the section of this tenancy entitled "Repairs - the Council's rights and obligations" (Pages 14/15).

#### Obstructing access

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

#### Gas safety checks

We must carry out a gas safety check every year to ensure that appliances are working correctly and 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.

#### 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 staff from Chesterfield Borough Council or our agents attend your home by appointment.

### The Council's Rights and Obligations

#### 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.

## Anti-Social Behaviour

### Your Obligations

#### Household and visitors

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

#### 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 door slamming
- Dog(s) barking and fouling
- Offensive drunkenness
- Selling of drugs or drug abuse
- Dumping of rubbish
- Undertaking major car repairs
- Playing ball games close to someone else's home
- Discarding litter
- Using air-rifles or pellet guns

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

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 that you take reasonable steps to stop any activities that are a nuisance or annoyance to someone else.

#### Harassment

You (or anyone living with you, or visiting your home) must not harass any other person. Examples of harassment 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
- Using abusive or insulting words or behaviour
- Damaging or threatening to damage another person's home or possessions
- Writing threatening, abusive or insulting letters or graffiti
- Doing anything that interferes with the peace, comfort or convenience of other people

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

## Anti-Social Behaviour

### Your Obligations continued

#### Violence

You (or anyone living with you or visiting your home) must not inflict violence or threaten violence, harass or use mental, emotional abuse against any other person living with you or living elsewhere.

#### Abuse towards household members

You (or anyone living with you, or visiting your home) must not harass or use mental, emotional or sexual abuse to make anyone who lives with you leave the home.

#### 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 towards any employee, agent or contractor of the Council at any place or at any time.

#### Illegal and 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.

#### Malicious complaints

You (or anyone living with you, or visiting your home) must not make false or malicious complaints to the Council 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.

## Safety and Security

### Your Obligations

#### 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.

#### Communal doors

You (or anyone living with you, or visiting your home) must not prop open communal doors and strangers should not be let in without identification.

#### Dangerous substances

You (or anyone living with you, or visiting your home) must not keep paraffin, petrol or any other dangerous material in your home.

#### 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.

#### Communal areas

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

#### Dangerous items

You (or anyone living with you, or visiting your home) must not make, bring into or store in your home anything which is dangerous to you or others or which may cause or is likely to cause a nuisance to others.

#### 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.

## Vehicles and Parking

### Your Obligations

Parking on your property	<p>You (or anyone living with you, or visiting your home) must not park vehicles on your property when:</p> <ul style="list-style-type: none"><li>▪ Neither an approved hardstanding nor a dropped kerb have been constructed.</li><li>▪ Written permission to use or construct a hardstanding has been refused or withdrawn by the Head of Housing.</li></ul>
Parking on Council land	<p>You (or anyone living with you, or visiting your home) must not drive, park or leave for any regular or prolonged period any vehicle, caravan, trailer or boat on any verge or land maintained by the Council.</p> <p>Designated parking areas can be used for short-term parking only.</p>
Obstructing access	<p>The parking of vehicles by or anyone living with you, or visiting your home must not obstruct access to another property (including garages), service road or block access for emergency vehicles.</p>
Caravans and other trailed vehicles	<p>You (or anyone living with you, or visiting your home) must not park caravans, motor homes or other trailed vehicles (such as trailers and boats) on the garden, driveway, paved area around your home or on any communal or designated parking areas without the Council's agreement in writing.</p>
Car repairs	<p>You (or anyone living with you, or visiting your home) must not do major car repairs or park an illegal or unroadworthy vehicle on your property, Council maintained land or on the road.</p>
Residents' parking	<p>If your home has a designated residents' parking area, only you and your visitors must park there.</p>
Communal areas	<p>You (or anyone living with you, or visiting your home) must not keep petrol/diesel vehicles (including scooters and motorbikes) inside communal areas of flats at any time.</p> <p>You (or anyone living with you, or visiting your home) must not keep mobility scooters, bicycles or any other type of means of transport in communal areas without written permission from the Council.</p>

## Pets and Animals

### Your Rights

#### Keeping animals

You are allowed to keep small domestic pets (such as dogs, cats, caged birds etc) as long as they are well cared for and don't cause a nuisance.

### Your Obligations

#### Unsuitable pets

You must not keep any animal that we consider is unsuitable for your home. Unsuitable animals include (but are not limited to) wild animals, poisonous animals and livestock.

You must not keep any animal that causes a nuisance at your home.

You must not keep an excessive number of animals at your home.

#### Pigeons and Fowl

You must get our written consent if you want to keep pigeons and/or fowl at your property.

#### Breeding

If you want to breed animals or birds at the property, you must have our written permission.

#### Sheltered flats

If your property is a sheltered flat and you have a cat or dog, you will be allowed to keep this pet but will not be allowed to replace it with another.

#### Animal fouling

You (or anyone living with you, or visiting your home) must not allow any pet to foul in the communal areas of the property or your neighbours' property.

You must clean up and dispose of any mess hygienically from your property or if your pet has fouled in the communal areas or at your neighbours property.

#### Control of pets

You (or anyone living with you, or visiting your home) must keep any animal from your property under control at all times. This includes keeping dogs on leads.

You must not allow any animal to damage your property, any other property or to cause any nuisance or annoyance to anyone else.

## Tenancy Changes and Lodgers

### Your Rights

#### Assignment

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

#### 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.

#### Exchange

Secure Tenants  
Only

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

#### 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 twelve months.

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.

#### Lodgers

Secure Tenants  
Only

You have the right to take in lodgers.

### Your Obligations

#### 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.

#### Lodgers

Introductory  
Tenants cannot  
take in lodgers

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

#### 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.

## Other Matters

### Your Obligations

#### 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 the property.

“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

#### 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).

#### Costs for 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.

#### Energy Efficiency Equipment and payments

For the avoidance of doubt:

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

Subject to any agreement we have with a third party otherwise, 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 ensure 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.



## The End of Your Tenancy

### Your Obligations

#### Notice period

You must give us a minimum of **four full weeks' notice in writing** to expire on a Monday at midday if you wish to end your tenancy.

#### 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.

#### Keys

You must return all of your keys to Housing Services on or before midday on 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.

#### Clearing the property

You must give us vacant possession of the property.

You must clear the property of all belongings including furniture, carpets and any rubbish. Any items left in the property will be cleared and disposed of. You will be charged for the removal, disposal and/or storage of any items left in the property.

#### Condition of the property

You must leave the property in good repair and in a clean condition.

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.

#### Joint tenants

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

## Consultation and Information

### Your Rights

#### Right to information

You have the right:

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

#### 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

#### 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.

#### Consultation

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

#### Variation of Tenancy Conditions

The Council may vary these conditions of tenancy by serving a notice of variation (subject to clause - Variation of charges on page 8). 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.

**SIGNED BY**                      **Signature:** .....  
   **Tenant 1**

**Signature:** .....  
**Tenant 2**

**SIGNED ON BEHALF OF THE COUNCIL** .....

**Estates and Neighbourhoods Officer**

**Date**.....

