



**Tenancy Agreement for
Introductory and Secure Lifetime Tenants**

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Selby District Council
Housing Tenancy Agreement

This Tenancy Agreement is a periodic weekly tenancy consisting of one week and continuing weekly thereafter and is either:

* an Introductory Tenancy

*followed by

*OR

* a Secure Tenancy Agreement

(* Delete as appropriate)

Start Date:

(This is the date your Tenancy starts no matter what date you sign for it.)

This Agreement describes your rights and responsibilities as a Tenant and our rights and responsibilities as your Landlord.

This Tenancy Agreement is between:

Selby District Council ('we', 'our' or 'us' in this Tenancy Agreement) of
Civic Centre, Doncaster Road, Selby YO8 9FT

and

you,

.....
.....

(full names of all tenants if more than one)

of (insert current address)

.....
.....

for the property at

.....
.....

.....
.....
(called 'your home' in this Tenancy Agreement)

National Insurance number:

.....

Your Tenant Reference number:

.....

Your Property Reference number:

.....

Section A – General terms and conditions

This Tenancy will start as an Introductory or a Secure Tenancy depending upon which Section A1 applies.

A1 This Tenancy Agreement starts as an Introductory Tenancy and may become a Secure Tenancy.

(Delete if this does not apply)

If you do not keep to the terms and conditions of this Tenancy Agreement, we can end the Introductory Tenancy and you may be evicted from your home (forced to leave).

Your Tenancy will automatically become a Secure Tenancy on the 12 month anniversary of the start date (this is called the 'Conversion Date') **unless:**

- we have served you with a notice of extension at least eight weeks before the conversion date; or
- Court proceedings for possession have been commenced at any time before the conversion date.

If these events have occurred, the trial period will continue and your Tenancy will continue to be an Introductory Tenancy until either the extended period has expired and no proceedings to end the Tenancy have been commenced or the Court has dealt with the application for possession.

If we have served you with a notice of extension or notice of proceedings for possession, you have the right to ask us to review our decision within 14 days.

Or

A1 This Tenancy Agreement is a Secure Tenancy.

(Delete if this does not apply)

This means you keep your home as long as you want it, unless:

- we are legally entitled to take possession of your home; and
- a Court agrees with our request to evict you or to move you to another property.

A2 Weekly Rent

The total rent you pay each week, as at the date of this Agreement, is £ _____ and is made up of the following.

Basic Rent £.....

Service charge £.....

The service charge includes:

We may change your Rent (see section D2).

A3 Money you owe from other Tenancies

As a condition of this Tenancy Agreement, you must also pay the following amounts.

Money you owe ('arrears') from your previous Tenancy at:

.....
.....
.....

£ []

Charges for repairs we carried out at the above property: £ []

Payable by instalments of: £ [] a <week/month> beginning on (date):
_____/_____/_____

You must pay these amounts as well as the Rent. If you do not pay these amounts, we may:

- go to Court and ask for you to be evicted from your home;
- ask for a County Court Judgement; or
- have an existing County Court Judgement enforced.

(A County Court Judgement is a Court Order setting out what action you have to take, for example, payment of a debt). We will also ask for a Court Order to charge you for the legal costs we had to pay to take you to Court.

A4 About this Tenancy Agreement

This Tenancy Agreement is a legally binding document between you as a Tenant and us as your Landlord.

It sets out our rights and responsibilities as your Landlord and your rights and responsibilities as a Tenant.

A5 Getting our permission

You must get our written permission before you:

- 5a let people stay at the property for more than four weeks, if you did not tell us about these people on the application form for the Tenancy;
- 5b make changes to the property;
- 5c put a garage, greenhouse or shed in the garden;
- 5d fit a satellite dish;
- 5e build a parking space or drive (including hardstandings);
- 5f remove, change or replace any walls and fences;
- 5g sublet any part of the property;
- 5h exchange or transfer your home;
- 5i keep any pets or animals;
- 5j build a pigeon loft or aviary;
- 5k decorate the outside of your house; or
- 5l run a business from your home.

A6 Rent notification letter

We agree to send you a Rent notification letter containing all the information we need to give you by law, such as the amount of Rent you must pay each week.

A7 Making changes to this Tenancy Agreement

This Tenancy Agreement can be changed as a result of a law being changed, or introduced or if we consult you in line with the Housing Act 1985. This means we can change your legal rights and our rights to take possession of the property in line with any changes to the law.

A8 What happens if you give us false or incorrect information

We can ask the Court to evict you if you, or someone acting on your behalf, knowingly make a false statement or give us incorrect information which leads to us granting you this Tenancy.

A9 Address we will use to send you notice

If we need to send you any notice or details of Court proceedings (or both), we will consider them to be properly delivered if we have:

- delivered it to you in person;
- left it at your home; or
- sent it by post to your home (the address you gave us on page 3).

Any notice we have served on you in one of these ways will come into force on the same day (if we delivered it in person) or on the second working day after we posted it.

If we need to serve any notice on Joint Tenants, we will consider the notice to be properly served on all Joint Tenants once we have served it on one or any of them separately. If we have to go to Court, the Court will decide whether we have properly delivered any notice.

A10 Address you should use to send us notice

If you need to send us any notice under this Tenancy Agreement, you can deliver it in person or post it to:

Selby District Council
Civic Centre
Doncaster Road
Selby
YO8 9FT.

Any notice you give us in one of these ways will come into force either on the day you left it at the above address or the second working day after you posted it.

A11 Joint and separate responsibility

If two or more of you have signed this Tenancy Agreement, each one of you is fully responsible for making sure that each keep to all the conditions in this Tenancy Agreement, including paying Rent.

A12 Signatures

You should read the Tenancy Agreement before signing it. If there is anything you do not understand, you should ask your Community Officer or get independent legal advice.

The people who can live at your property with you are those you told us about when you applied for the property. Before anyone else comes to live with you for more than four weeks, you must get our permission. We may refuse to let them stay at the property.

This Tenancy Agreement refers to the Tenants' Handbook. However, the Tenants' Handbook does not form part of the terms and conditions of this Agreement and cannot change your rights.

If you are a Joint Tenant, the term '**you**' refers to everyone who signs this Tenancy Agreement.

Your signature(s):

Date of Signature

Time of Signature

Signed on behalf of
Selby District Council:

Witness:

Start date:

Section B – Our responsibilities as your Landlord

B1 Your right to possession

We will not interfere with your right to possession of your home provided you fulfil all of your responsibilities under this Tenancy Agreement.

B2 Repairs

We will keep the structure and exterior of your home and its installations (including communal areas in the case of flats) in repair. The structure and exterior includes:

- drains, gutters, sewers and outside pipes (except where the drains and sewers are the responsibility of a water company, in which case you should report the faults to that company);
- the roof;
- outside walls, outside doors, window sills, window catches, sash cords and window frames, including necessary outside painting and decorating;
- inside walls, floors and ceilings, doors and door frames, door hinges and skirting boards (but not including inside painting and decorating);
- chimneys and chimney stacks, and servicing solid-fuel systems and flues every year;
- pathways, walkways, hallways, balconies, steps or other access routes;
- outside plasterwork and rendering;
- integral garages and stores;
- boundary walls, gates and fences (whether they exist at the start of the tenancy or we put them in place later), footpaths, rights of way or garage access routes that are joined to the property, or any roads we own; and
- paths, passageways and alleys we own.
- keep in repair and proper working order the installations in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. We are not

responsible for installations which you have provided in your home. Installations include:

- basins, sinks, baths, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps;
- electrical wiring, including sockets, light fittings and switches;
- water heaters, fireplaces, fitted fires and central-heating systems and gas pipes;
- rubbish-disposal units (where appropriate);
- shared fire-alarm systems;
- shared door-entry systems;
- shared TV aerials;
- hard-wired pull-cord systems; and
- hard-wired smoke detectors (where this applies).

For more detailed information, please see the Tenants' Handbook.

If we need to carry out repairs because of damage (other than fair wear and tear) caused by you, your family, lodgers or visitors, you may have to pay our reasonable costs for doing those repairs or replacing any items.

If we repair the shared heating and hot-water system, we may need to turn off the supply. We will give you notice beforehand where we need to do this, except in an emergency where this is not possible. We will take all reasonable steps to limit any disruption we may cause.

B3 Communal areas

We will keep the communal areas in repair and fit for you and other people to use.

B4 Consulting you on housing management

We will consult you on matters affecting how we manage and maintain our housing which substantially affect all our secure tenants or a distinct class of them. This will include matters such as a new programme of maintenance, improvement or demolition, or a change in the practice or policy of the authority but will not include changes to rent or charges for services.

B5 Your right to receive information

We will provide information on:

- 5a housing allocations and lettings, including transfers and exchanges;
- 5b the methods we use to check how well we are performing, and our complaints procedure (we will provide this information through the tenants' newsletter);
- 5c the Introductory Tenancy system;
- 5d the terms of this Tenancy Agreement;
- 5e our responsibilities as your Landlord; and
- 5f our policies and procedures.

B6 Data protection and access to personal information

The Data Protection Act 1998 (including any amendments made to it) and our own policies on confidentiality apply to this Tenancy Agreement and your rights to access your personal information.

We will allow you to inspect information we hold about you on computer. We will also allow you reasonable access to other personal information we hold about you (as long as this information has not been given to us confidentially by other organisations). You can correct the information we hold about you, or tell us that you disagree with it. We may charge you a reasonable fee to cover our costs.

B7 Discrimination

We will not discriminate against you or members of your household because of any of the 'protected characteristics': age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation (Equality Act 2010).

Section C – Our rights as your Landlord

C1 Right to apply to take possession of your home

We may apply to the Court to take possession of your home as described in section G.

C2 Right to enter your home

We have the right to enter your home in the circumstances described in clause F13.

C3 Right to fix wires and so on

We have:

- 3a the right to install, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or on your home for the purpose of supplying radio and TV services to any other property; and
- 3b the right to install, maintain or improve – in your home and in the communal areas – cables, wires, fixtures or other equipment for providing emergency alarm or security systems.

We will give you reasonable notice of our plans to carry out the work.

Section D – Your payments

D1 Payment of Rent

You must pay your Rent when due. If you do not pay your Rent, we can go to Court for an Order to seek a money judgement and/or a Possession Order against you.

If you have difficulty paying your Rent, you should contact us immediately.

D2 Changing your Rent

The weekly Rent is made up of Basic Rent and Service Charges (where these apply) as set out in section A2. We can change your Rent by giving you four weeks' notice in writing.

Section E – Your rights as a Tenant

Introductory and Secure Lifetime Tenants have the following rights

E1 Living in your home

You have the right to live peacefully in your home without us interrupting or interfering, as long as you keep to the terms of this Tenancy Agreement. However, we may have to enter your property in certain circumstances, as explained in clause F13.

E2 Security of your Tenancy – Secure Tenants

After the Introductory period your Tenancy is Secure as long as you live in the property as your only or principal home and keep to the terms of this Tenancy Agreement. We can only end your Secure Tenancy by getting a Court Order to take possession.

If you sub-let the whole property (in breach of this Agreement or otherwise) or stop living in your home as your only or principal home, your Tenancy may no longer be a Secure Tenancy.

E3 Right to make improvements and changes

3a If you are an Introductory Tenant, you do not have the right to make improvements or changes to your home. Clauses E3b, E3c and E4 will apply if you are an Introductory Tenant and you need to improve your home for medical reasons, as supported by an independent assessment from an occupational therapist.

3b If you are a Secure Tenant, you must not make any improvements or changes to your home (including a garden area) without our permission. If we give you our permission, you will need to keep to the following conditions (where appropriate).

- The improvements or changes must meet the local authority's planning or building regulations.
- The work must be carried out by a suitably qualified building contractor.
- The work must be finished within a given timescale from the date the work started.
- You must return your home to its original condition (at your expense) when you leave, if we have said this in our permission.
- You must pay us the reasonable cost of work we may need to carry out if your work:
 - is not of the standard we expect;
 - is not safe; or
 - breaks any health and safety regulations.

Improvements and changes include the following.

- Building a patio, hardstanding or driveway
- Putting up an outbuilding or fences
- Fitting a TV aerial
- Fitting a new kitchen or bathroom
- Changing the layout of the property by adding or removing walls, windows and so on

We may also ask your neighbours for their views or opinions if the improvements or changes you have applied to make may affect them.

- 3c If you do not keep to all of the conditions attached to any permission we have given you, we may treat this as you not meeting your responsibilities under this Tenancy Agreement and under Ground 1 of Schedule 2 of the Housing Act 1985.

E4 Right to compensation for improvements

- 4a **If you are an Introductory Tenant, you do not have the right to receive compensation for improvements you have made to your home.**
- 4b If you carry out certain improvements to your home and then your Tenancy ends, you may be entitled to some **compensation** towards the costs of these improvements. We will explain this in more detail when you apply for permission to carry out the work.

E5 Right to carry out repairs and receive compensation

- 5a Under section 96 of the Housing Act 1985, you have the right to carry out repairs. This means you have the right to ask us to appoint a contractor (called the 'second contractor' in this Tenancy Agreement) if the first contractor we appoint does not carry out qualifying repairs (see 6c below) on time.
- 5b You have the right to receive compensation if the second contractor does not carry out the qualifying repairs on time.
- 5c Qualifying repairs and the level of compensation we pay are set out in a legal document called the 'Secure Tenants of Local Authorities (Right to Repair) Regulations 1994' (as amended). We can provide full details if you ask us to.

E6 Right to receive information

You have a right to receive information from us about:

- our Introductory Tenancy system;
- the terms of this Tenancy Agreement;
- our responsibilities as your Landlord;
- our policies and procedures;
- our policy on allocating (granting) housing, and transfers;
- equal opportunities;
- our principles for setting Rent;
- how we are performing; and

- how we consult you.

E7 Right to succeed to the Tenancy

This is the right to pass on your Tenancy when you die.

7a Succeeding to the Tenancy if a Joint Tenant dies

If you are a Joint Tenant and you die, the surviving Joint Tenant will take over the Tenancy as a Sole (single) Tenant. There are no further legal rights to succeed to the Tenancy after this.

7b Succeeding to the Tenancy if a Sole Tenant dies

If you are a Sole Tenant and as long as you are not a successor (see 7e below), the following people have a right to succeed to your Tenancy.

- Your husband, wife or civil partner, as long as they lived in your home as their only or principal home at the time you died.

7c If the Tenancy becomes under occupied or is unsuitable

If a member of your family succeeds to your Tenancy and this results in your home being under occupied (too big for the number of people living there) or unsuitable for that person (for example, if there are special adaptations installed but the member of your family would not need them), we will offer that person other suitable accommodation. We may apply for a Court Order under Ground 16 of Schedule 2 of the Housing Act 1985 in these circumstances.

7d Giving us notice that a Tenant has died

The successor or possible successor must tell us in writing that you have died. They must do this within a month of your death.

7e Definition of 'successor'

You are considered to be a successor under the Housing Act 1985 if:

- you were a Joint Tenant and have become the Sole Tenant;
- you took over this Tenancy as a result of Tenancies being exchanged and you were a successor under your original Tenancy;
- you took over this Tenancy as a result of a Court Order relating to your marriage and your husband or wife was a successor; or

- you had a right to succeed to the Tenancy when the previous Tenant died.

7f Other successions

If someone has already succeeded to the Tenancy, we will consider those cases where the surviving person:

- had been living with the Tenant for a long time before the Tenant died; or
- has special needs.

Any request made under this clause will always depend on our current allocations policy.

E8 Right to Assign the Tenancy to a qualifying successor

You have the right to assign (transfer) your Tenancy to a person who would qualify to succeed to the Tenancy when you die. The Tenancy can only be taken over once, so you cannot assign the Tenancy to a successor if someone has already succeeded to the Tenancy as defined in 7e above. An example of when you could assign your Tenancy would be if you moved into residential care accommodation, leaving a spouse or civil partner who is not a joint tenant entitled to succeed to the Tenancy (depending on clause E7 above).

E9 Right to exchange

9a If you are an Introductory Tenant, you do not have the right to exchange Tenancies.

9b If you are a Secure Tenant, you have the right to exchange this Tenancy with another Secure Tenant or with a Tenant of a registered social landlord or a new town landlord, as long as you have our permission in writing and have filled in a Deed of Assignment (legal agreement). We will follow the procedure in Schedule 3 of the Housing Act 1985.

9c. If you wish to exchange your Tenancy with a Secure Lifetime tenant you will both need to surrender your tenancies and we will grant you a new Secure Lifetime Tenancy for the new property.

We will provide the Deed of Assignment for you to fill in once we have given our permission. If you exchange Tenancies without getting our permission in writing and filling in a Deed of Assignment, you will be breaking this Tenancy Agreement.

E10 Right to buy

10a The right to buy is a legal right for Secure Tenants only. If you are an Introductory Tenant you do not have the right to buy your home.

- 10b As a Secure Tenant, you have the right to buy your home from us depending on certain conditions. (We can provide more details if you ask us to.) This legal right will also apply to your Secure Tenancy if:
- you have succeeded to this Tenancy (as allowed above); or
 - you have exchanged with another secure tenant who has the right to buy their home.

10c You do not have the right to buy your home if:

- you live in sheltered housing or other housing excluded by law in the right to buy (full details are available in the Tenants' Handbook);
- you are an Introductory Tenant; or
- you are a Demoted Tenant.

Section F – Your responsibilities as a Tenant

You have the following responsibilities

F1 Living in the property

- 1a The property must be your only or principal home.
- 1b You must tell us as soon as possible if you will be away from your home for more than one month. If you do not do this, we may think you have lost your security of tenure.

F2 Payments

- 2a You must pay the rent every Monday in advance (except where we have given you notice that it is a Rent-free week).
- 2b If you have a Joint Tenancy, you are jointly and individually responsible for all the payments due and for any arrears (money you owe). This means that if one Joint Tenant leaves, we can recover all or any of these amounts from the Joint Tenant who stays in the home or from the Joint Tenant who leaves. The Joint Tenancy will continue if at least one of the Joint Tenants lives in the home, unless we receive a notice to quit from one of the Joint Tenants (or we have taken steps to end the Joint Tenancy). This also applies to your other responsibilities as a Tenant.
- 2c If you are in arrears, we will expect you to make the payments off the arrears during the Rent-free weeks.

F3 Arrears and advance payments

3a If you have made Rent payments in advance (known as 'credits') or have Rent arrears (or arrears for any other charges) on your Rent account when you sign this Tenancy Agreement, we will:

- add the amount of any credit you have to your Rent account to the oldest payment you owe (this is known as 'crediting' your account); or
- add any arrears you have to your Rent account (this is known as 'debiting' your account).

3b By signing this Tenancy Agreement, you are agreeing that we can treat any Rent arrears you owed us under a previous Tenancy Agreement as a debt under this Tenancy Agreement. The rate at which you will need to pay back these arrears is set out in 'Details of the Tenancy' on page 4.

3c If you leave your current home to become our Tenant in another home:

- in normal circumstances, we will expect you to clear your existing Rent account before you transfer or exchange homes;
- we will also be entitled to use all Rent payments made on your new home to pay off any arrears on your old home; and
- we will also be entitled to use any Rent credits you have built up on your old home to cover the Rent of your new home.

3d If you have more than one charge still to pay (for example, charges for damage caused to your home as explained in clause F12c below, as well as any Rent arrears), we may use any money you pay us to pay off the oldest debt first, as long as we have told you beforehand that we plan to do this.

F4 Anti social behaviour, causing nuisance, and annoying and disturbing other people

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

- 4a act in an anti social manner towards any person living in, visiting or otherwise engaging in a lawful activity in the locality of your home. Anti social behaviour consists of behaviour which causes or is likely or capable of causing harassment and/or alarm and/or distress to others.
- 4b do or incite or allow others to do anything to be done which causes or is likely to or capable of causing a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in the locality of your home.

4c make false or malicious complaints to us about the behaviour of any other person living in or visiting within the locality of your home.

Examples of antisocial behaviour, or behaviour which is likely to cause a nuisance or annoy or disturb other people, are as follows.

- persistent or prolonged playing of loud music
- Arguing or slamming doors
- Dog barking and fouling
- Offensive drunken behaviour
- Selling or using drugs
- Dumping rubbish
- Carrying out major repairs to vehicles
- Using noisy DIY tools late at night or in the early hours of the morning
- Playing ball games close to someone else's home
- Dropping litter
- Throwing stones
- Using air rifles, pellet guns or other devices that fire things through the air

The above examples do not restrict what we mean by anti social behaviour.

F5 Racial and other harassment

You (or anyone living with you or visiting your home or locality, including children) must not commit or incite or allow others to commit any form of harassment on the grounds of race, religion, age, gender, (including reassigned gender), sexual orientation, or disability which may interfere with the peace and comfort of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful activity in your or their home or in the locality.

Examples of racial and other harassment are as follows.

- Using or threatening to use violence
- Using abusive or insulting words or behaving in an insulting way

- Damaging or threatening to damage another person's home or belongings
- Writing threatening, abusive or insulting letters or graffiti

The above examples do not restrict what we mean by racial or other harassment.

F6 Noise

You (or anyone living with you or visiting your home, including children) must not use or play any radio, TV, record, tape recording, CD, minidisc, DVD or musical instrument or use any other equipment so loudly that it causes a nuisance to or disturbs or annoys your neighbours or can be heard outside your home.

F7 Domestic violence and abuse

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

- 7a inflict violence or threaten violence against any other person living with you or living elsewhere;
- 7b harass someone, or abuse someone mentally or sexually, in a way that makes anyone who lives with you leave your home;
- 7c use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our employees, agents or contractors or anyone on official business.

F8 Councillors, employees, agents and contractors

You (or anyone living with you or visiting your home, including children) must not act in an anti social way or cause nuisance or annoyance to any of our councillors, employees, agents or contractors involved in any housing-management activity in your home or the area around it.

F9 Drugs and drug dealing

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

- 9a to make, supply, take or store any controlled drug (unless it has been prescribed for medical reasons for you or anyone living with you or visiting your home); or
- 9b to grow, make, supply or sell any controlled drug.

F10 How you use your home

You must:

- 10a use your home as a private home only, and not use or allow it to be used for a trade or business without getting our written permission and any necessary planning and other permission (where this is needed) beforehand (if we give our permission and the trade or business disturbs or causes nuisance or annoyance to your neighbours, we will withdraw our permission);
- 10b not display any business advertisement, sign or notice on your home without getting our written permission beforehand (which we may choose not to give you);
- 10c not overcrowd your home by allowing more people to live there than the number shown on your rent notification letter;
- 10d not use your home, any shared area or the locality for any illegal, criminal or immoral purposes.

Examples of illegal or immoral purposes include, but are not limited to:

- storing or giving out racist or pornographic material;
- storing or selling stolen goods;
- supplying illegal substances to other people;
- running a brothel; or
- using the premises as a place where criminals or people who are causing or have caused a nuisance or annoyance in the area can stay.

F11 Taking care of your home

You must:

- 11a. keep your home in a reasonably clean and tidy condition;
- 11b not store in your home petrol, liquid petroleum gas or similar types of fuel that can burn and catch fire easily, other than fuel you use every day in domestic appliances;
- 11c get our written permission if you want to use or store any of the items listed in 11b above in any communal area, shed or store that forms part of the building in which your home is a flat or maisonette;
- 11d not store in your home any type of gun or ammunition (such as bullets or cartridges) unless you have a licence;

- 11e not damage or put graffiti on your home or any part of our property (you may have to pay the reasonable costs if we have to repair or replace anything as a result of damage caused to your home or any other property by your family or visitors, including children or lodgers) These costs may be charged in addition to your Rent and recovered as explained in Clause F3 above;
- 11f not put up any fixtures such as satellite dishes, TV or radio aerials without getting our written permission beforehand and, where necessary, planning permission or building regulation approval (or both);
- 11g take all reasonable steps to prevent your home being damaged by fire, frost, burst water pipes or blocked drains (the Tenants' Handbook contains practical advice on how you can avoid this kind of damage); and
- 11h not interfere with equipment used to supply services or other security and safety equipment.

F12 Decoration and repairs inside your home

You must:

- 12a tell us as soon as possible if anything needs repairing in your home or the communal areas;
- 12b decorate all parts of the inside of your home as often as is necessary to keep them in reasonable condition; and
- 12c. repair or replace (or pay our reasonable costs for us to repair or replace) anything that has been damaged in your home (other than fair wear and tear) by you, your family, your pets, lodgers or visitors, including children.
- 12d. You are responsible for repairing and maintaining your own domestic equipment. Examples of what this covers are given below.
- 12e. Electrical systems
All fittings and appliances you have supplied yourself, such as cookers, washing machines, fridges, doorbells, light bulbs, fluorescent tubes and fuses.
- 12f Gas systems
All appliances you have bought yourself.
- 12g Sanitary fittings
Toilet seats, covers, hinges, plugs and chains to baths, basins and sinks.

12h Security

Replacing lost keys, and paying the costs of getting into your home as a result of being locked out and/or losing your keys (including replacing locks).

12i Glass

All cracked or broken glass, except if it was caused as part of a crime and the police have given you an incident or crime number.

12j Solid-fuel fires

Sweeping chimneys and any appliances we have not provided.

12k Other

Repairing or replacing items such as curtain rails, hat or coat hooks, blinds, shelves, clothes lines, minor cracks in plaster, and any structure or fitting we have not installed. (Clothes lines and dryers are provided in some communal areas.)

12l. You are responsible for repairing or replacing any items associated with any changes you have carried out yourself (and which we have approved in writing).

F13 Allowing us into your home

13a You must allow us, or anyone working for us (including contractors acting on our behalf), reasonable access into your home. We will usually ask to enter your home during the daytime – after showing you appropriate proof of our identity – to inspect the condition of your home or carry out repairs or other work to your home or the property joined to it. We will normally give you at least 24 hours' notice that we need to enter your home, but we may need to enter your home without giving you notice if there is an emergency.

13b You must not prevent us from entering your home, either directly (for example, by refusing us permission to enter or by unreasonably or repeatedly cancelling appointments) or indirectly (for example, by creating obstacles by storing bulky furniture, personal belongings or other items, or by not keeping your home in a clean and hygienic condition).

We will need to enter your home to do the following.

- Carry out inspections, servicing, repairs and other work to the systems in your home, such as those supplying gas, electricity and water. We have a legal duty to inspect certain systems. If you fail to let us into your home to service those systems, we may apply for a Court Order to force you to let us in. We will ask the Court to make you responsible for the

costs of going to Court if you unreasonably prevent us from entering your home.

- Remove any infestations.

F14 Insurance

You are responsible for the cost of replacing furniture, carpets, personal belongings or decorating (inside your home) if these items are damaged as a result of anything other than us failing to repair your home as set out in section B2.

We strongly recommend that you take out your own contents insurance.

F15 Rubbish and unwanted items

You must:

- 15a get rid of rubbish by safely and securely wrapping it and putting it in the chute, bin chamber or dustbins provided (for items that are too large for the chute, dustbin or chamber, you should contact us to arrange for us to remove them);
- 15b get rid of dangerous items such as glass or medical products (for example, hypodermic syringes or medication) safely, and contact our offices for advice if necessary;
- 15c not dump rubbish or unwanted items in your garden or in the area around your home; and
- 15d not throw any items (including food) out of the window of your home.

F16 Infestations

16a You must:

- 16a1 take reasonable steps to avoid doing anything which encourages insects, pests or vermin (such as ants, cockroaches, mice, rats or pigeons) to infest either your home or the communal areas (you must not throw scraps of food out of the window or on the balcony); and
 - 16a2 let us know as soon as you become aware of any infestation in your home or a communal area.
- 16b If your home or a communal area becomes infested as a direct result of you failing to take reasonable steps, we may charge you the reasonable costs for special cleaning and any other professional treatment that might be needed.

F17 Communal areas

If you share any communal areas with other residents, you must:

- 17a keep all these communal areas clean (except where we provide a cleaning service for which you pay a fee through your service charge);
- 17b not keep any cars, mopeds or motorcycles or parts for them in any communal entrance halls or landings (if you or a member of your household has a mobility scooter, we may give you permission to keep it in a shared area if there is no other place to keep it);
- 17c not block the communal areas in any way, leave rubbish in them, or damage them;
- 17d not throw anything from any landing, balcony, corridor or window in your home or in the areas you share with your neighbours;
- 17e keep noise in communal areas to a reasonable level to avoid causing a nuisance to other people;
- 17f not drive, or allow your lodgers or visitors to drive, across footpaths or grassed areas or verges;
- 17g not jam open doors in communal areas; and
- 17h not let strangers in without seeing their identification.

F18 Common parts

Waiting or standing in groups in common parts can scare and intimidate the residents living there. You and anyone living with you have no legal right under this Tenancy Agreement to go into common parts of buildings which we own and which you do not live in. You will have the right to go into those common parts if you are invited to by a resident of that building. If you are found in common parts to a property that you do not live in and have not been invited by a resident who does, we can ask you to leave and ask the Court for an injunction to prevent you from waiting or standing in common parts.

F19 Gardens

You must:

- 19a keep any garden which is part of your home in a reasonable and tidy condition;
- 19b not let any hedge grow more than two metres high;
- 19c not plant or grow any trees, hedges or bushes that may cause damage, nuisance or an obstruction to your neighbours (for example, leylandii and poplars), and agree to take responsibility for removing them if they do;

19d not cut down or remove any tree or hedge (not including pruning) at your home without getting our permission in writing beforehand; and

19e not encroach on any property which has not been let to you. You must report, as soon as possible, any case where someone intrudes or tries to intrude on the boundaries of your home.

If your garden is overgrown (and there is no good reason why you cannot do the work yourself), we may clear it and charge you the reasonable costs for doing so. If you are elderly or disabled, we may be able to advise you where to go for help with your garden.

F20 Fences

You must:

20a keep fencing you have put up in reasonable condition;

20b not put up fencing or any form of structure or extension at the front of your home if you live in an area classed as an open-plan estate, unless you have first got our permission in writing; and

20c not build walls or put up fences or change, move or interfere with existing walls or fences without getting our permission in writing beforehand. If you do not keep to this condition, we may make you return the fence or wall to its original state, or do the work ourselves and charge you the reasonable costs of doing so.

For more detailed information, please see the Tenants' Handbook.

F21 Pets

21a Pets can cause a nuisance or injury or put people's health at risk. They can also cause damage to property. Before you get a dog or any other pet, you must first get our permission in writing.

21b You will be fully responsible for any pet that you keep. You must take steps to make sure that your pets do not cause a nuisance or injury, put people's health at risk or damage property.

21c You must clean up any fouling caused by your pet .

21d You must not keep, or allow visitors to bring into your home, any animal that:

- needs a licence;
- has a Control Order placed on it; or
- is banned under the Dangerous Dogs Act or any law that later replaces it.

- 21e You must get our permission in writing before you build any structures for keeping pets (for example, aviaries, pigeon lofts and ponds). This is to make sure that no danger, nuisance or damage is likely to be caused to you, your neighbours or our property.
- 21f We will withdraw our permission for you to keep a pet if your pet causes an injury, nuisance or damage, or puts people's health at risk. If you fail to remove your pet when asked to, we will class this as you breaking this Tenancy Agreement.

F22 Parking

You must:

- 22a not park, or allow members of your household to park, business or trade vehicles, trailers, caravans, boats or other inappropriate vehicles in the parking areas, on access roads, on landscaped areas or in your garden, without our permission in writing;
- 22b only park a vehicle in the parking spaces we have set aside for this purpose (if your estate or local area is covered by a controlled-parking scheme, you are only allowed to park in the parking space for which you have a valid licence or permit, and you must clearly display your licence or permit in the vehicle);
- 22c not park on your garden without having:
- an approved hardstanding; or
 - an approved pavement crossing or dropped kerb, where the kerb is lower to allow vehicles to drive over it (by 'approved', we mean having permission from us and the Highways Authority, and separate planning permission from us if this is needed);
- 22d not park or allow visitors or lodgers to park on any access way, grass verges or other landscaped areas on your estate or in the area around your home;
- 22e not use car parks we provide for any purpose other than parking your vehicle; and
- 22f not park an illegal (untaxed) or unroadworthy vehicle on the land around your home or on the road (please see the Tenants' Handbook for more information).

F23 Repairing vehicles

You must not carry out repairs to any vehicle at your home, except minor routine repairs to your motor vehicle or a vehicle belonging to a member of your household. If you carry out repairs, you must:

- 23a do so near your home or in the garage if you have one;
- 23b not make any loud noise, create dust or spill anything;
- 23c not cause a nuisance, or annoy or disturb your neighbours, visitors or any other person involved in a legal activity in the area around your home; and
- 23d not carry out the repairs in a way that creates a danger to your neighbours, visitors or any other person involved in a legal activity in the area around your home.

F24 Court proceedings

You must tell us the outcome of any legal proceedings which result in a Court Order being made that affects your Tenancy or your right to live in your home.

F25 Assigning, exchanging and subletting your home, and taking in lodgers

- 25a If you are an Introductory Tenant, you must not assign (transfer) (except to a qualifying successor), exchange, sublet or part with possession of any part of your home. If you are a Secure Tenant, you may do so but you must get our permission in writing beforehand. If we give our permission, we may attach certain conditions which you must keep to.
- 25b if you wish to exchange homes with another social housing tenant who has a different type of tenancy you may be asked to surrender this tenancy and be re-granted a new tenancy for the new home.
- 25c You can allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must give us the lodger's name in writing as soon as you can after he or she moves in. If you get Housing Benefit, you must also give our Housing Benefit team the lodger's details.
- 25d If your home or communal areas become run-down because your lodger, subtenant or visitor has failed to keep them in reasonable condition, you must take whatever reasonable steps are needed to remove the lodger, subtenant or visitor from your home or the communal area.

F26 How you can end the Tenancy and move out

If you want to end your Tenancy, you must do the following.

- 26a Give us at least 28 days' notice to quit in writing (the notice should end at midnight on a Sunday). If you are a Joint Tenant, any one of you can end the Tenancy
- 26b Leave your home empty and return all the keys by 12 noon on the Monday after your notice to quit has ended.
- 26c If you install any fixtures, most of these will become our property and you must not remove these when the Tenancy ends. If there is an item you want to take with you, you should get our permission in writing before you remove it. If you remove fixtures, we will charge you the reasonable cost of replacing them. We may pay you compensation for certain fixtures – see clause E5 ('Right to compensation for improvements').
- 26d Remove all furniture, personal belongings and rubbish. We do not accept responsibility for anything you leave in your home at the end of the Tenancy.
- 26e Leave the property in a clean and tidy condition. You must pay the reasonable costs for repairing or replacing anything if you or anyone living with you or visiting you (including children) causes damage by deliberately failing to keep the item in reasonable condition. You will not have to pay for normal wear and tear.
- 26f Remove any greenhouse, garage or shed you have put up in your garden.
- 26g Pay your rent up to the date your Tenancy ends. If you move out before this date, this may affect your entitlement to Housing Benefit. If you do not get Housing Benefit, you will have to pay the rest of the Rent yourself.

Please allow our staff and possible tenants to view your home within the final 28 days of your Tenancy. Please also give us your new address and a phone number we can contact you on.

You will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises. We may remove and store them for a maximum of one month. We will notify you at 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. The costs may be deducted from any sale proceeds and if there are any costs remaining they will remain your liability.

Section G – How we may end the Tenancy

G1 Introductory Tenancies

- 1a During the trial period, we can take action to recover your home by serving you with a notice of possession proceedings and getting a Court Order to take possession of your home. We would do this if you failed to keep to any of your responsibilities under this Tenancy Agreement (for example, if you failed to pay your rent) or if any of the statutory grounds for possession apply.
- 1b If we serve a notice of possession proceedings on you, we will give the reasons why we are serving it in the notice and also tell you about your right to ask us to review our decision.
- 1c We may also apply in addition to serving a notice to the County Court for an injunction in appropriate cases or seek any other legal remedy to enforce your responsibilities under this Tenancy Agreement.

G2 Secure Tenancies

- 2a We can apply to take possession of your home or take other action through the County Court to force you to meet your responsibilities under this Tenancy Agreement. This can include demoting your Secure Tenancy or applying for an injunction or a judgement debt.
- 2b If we intend to apply for a possession order under Schedule 2 of the Housing Act 1985 we will give you at least four weeks' notice in writing unless we are using Grounds 2 and 2A when the notice may be less than four weeks. In extreme cases we may ask the Court for permission to dispense with any notice before we start court proceedings. An example of an extreme case is where violence or the threat of violence has occurred and is likely to happen again.
- 2c The following is a summary only of the grounds in Schedule 2. The full statutory/legal wording in force at the time will be used in any action we take against you.

Ground 1: You have not paid your Rent, or you have broken or not kept to a condition of your Tenancy.

Ground 2: You or a person living in or visiting your home:

- has caused or is likely to cause a nuisance or annoyance to a person living, visiting or otherwise involved in a legal activity in the locality; or
- has been convicted of using the home or allowing it to be used for immoral or illegal purposes, or of committing an indictable offence in your home or the locality .

- Ground 2A:** You lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of violence or threats of violence towards them or a person living with you. In this case, we would need to show that the partner who has left is unlikely to return.
- Ground 3:** You or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or subtenant has damaged your home and you have not taken all reasonable steps to evict that person from your home.
- Ground 4:** You or anyone living in your home has damaged any furniture we have provided in your home or to be used in the communal areas, or your lodger or subtenant has damaged this furniture and you have not taken all reasonable steps to evict that person from your home.
- Ground 5:** You, or someone acting on your behalf, made a false statement to get this Tenancy from us.
- Ground 6:** You took on the Tenancy through an exchange and you received a payment from the person you exchanged with, or you have succeeded to a Tenancy where the previous Tenant received or paid for this Tenancy.
- Ground 7:** The home forms part of a building held mainly for purposes other than housing purposes and was let to you because you were employed by us, but you or someone living with you has behaved in a way that means it is not right for you to continue to live in that property.
- Ground 8:** You have been moved to temporary accommodation for the purpose of carrying out work to your only or principal home but you (or your successor) have failed to return to your home once the work was completed, even though the temporary accommodation was provided only on the understanding that you would do this.
- Ground 9:** You have allowed the home to become overcrowded.
- Grounds 10 and 10A:** We plan to demolish, rebuild or refurbish your home and cannot reasonably do this without the property being empty.

Ground 13: Your home has special features (which you do not need) for an elderly or disabled person and we need your home for someone who needs these special features.

Ground 15: Your home is one of a group of homes which we usually let to people with special needs, there is no longer a person with special needs living in the property and we need the property to let to a person with special needs.

Ground 16: You took over the Tenancy as a successor and there are too few people living in your home considering its size. This clause will not apply where the successor is a husband, wife or partner.