



## **Your Tenancy Agreement**

### **INTRODUCTORY/SECURE TENANCY AGREEMENT**

**For the tenants of Durham County Council**

## Meaning of Words

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This section sets out the meaning of words used in this tenancy agreement

**Contents** - the contents and any other items belonging to us and provided to you for use at your Home

**First Rent Payment Date** - the start date of this Tenancy

**Fixtures and fittings** – all appliances and furnishings (not removable furniture including the kitchen units) including those for supplying and using gas, electricity, water and sewerage

**Flat** - a maisonette or flat (other than a house or bungalow) which forms part of a building and a **maisonette** means a flat with more than one floor

**Garden** - lawns, hedges, flowerbeds, flowers, trees, shrubs, slabbed areas, outside walls, patio areas, fences, paths and yards of your Home or in any Shared Areas

**Housing Act 1985** - the Housing Act 1985 taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it or any successive legislation

**Insured Risks** - fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which we decide to insure against from time to time and Insured Risk means any one of the Insured Risks. **N.B.** We do not insure your possessions or the contents of your home and you are advised to seek your own homes contents insurance with a reputable insurer.

**Introductory Tenancy** - the first year of your Tenancy after which time your Tenancy will become a Secure Tenancy in accordance with the terms of this agreement **UNLESS** it is extended for a further period of six (6) months or brought to an end; and **Introductory Tenant(s)** and **Introductory Tenancies** have the same meaning (unless you qualify under the Housing Act 1985 as Secure Tenant;

**Improvement** – any alteration, addition or structural alteration to your Home to make it better or to change it that is made by you or on your behalf, which was not there when you moved in. For example, additional building work inside and outside of your Home, the erection of aerials or satellite dishes, the installation of new kitchens or bathrooms or fire, etc. this includes new or replacement sheds and/or fencing and walls

**Notice to Quit** - a notice, including a Notice of Seeking Possession and a Notice of Proceedings for Possession, which may be given by us to you or left at your Home by a certain date in the event that you breach the terms of this

Tenancy.

**Rent** - the payment made by you as the Tenant for occupation of your Home and includes a weekly charge for water rates and sewerage charges

**Rent Payment Dates** - the date of this Tenancy and the Monday of each and every week throughout the Tenancy

**Service Charge** - the fair and reasonable proportion of the costs and expenses incurred by us in providing the Services in respect of the Shared Areas (if any) which are properly payable by you

**Secure Tenancy** - a secure tenancy granted under of the Housing Act 1985 and **Secure Tenant(s)** and **Secure Tenancies** have the same meaning

**Services** - any service or amenity that we may in our reasonable discretion provide for the benefit of you and any other occupiers of the building including the cost of utilities provided for use in the Shared Areas (if any) or that we are responsible for under the Lease

**Shared Areas** - those parts of the building in which your Home is situated and forms part and all and any surrounding areas of which all tenants or any other persons can use and which shall include (but are not limited to) hallways, stairways, entrances, pathways, landings, shared gardens, lawns, drying areas and landscaped areas

**Succession** - the right for a person to take over this Tenancy if you die

**Termination Date** - a date which is at least twenty eight (28) days after service of written notice served on us ending on a Monday by you that you intend to vacate your Home

**Vehicle** - including, but not limited to, for example, a car, bus, van, lorry, motorbike, bike, moped, minibike, boat, caravan, trailer or motor scooter

**Working Day** - any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

**Written permission** – confirmation in writing from us giving you permission to do something. Any permission you request will not be unreasonably withheld but it may be given subject to conditions and any consent may be withdrawn if those conditions are not met. Any permission we give must be given in writing to be valid

## WELCOME TO YOUR TENANCY

### Our name and address:

The County Council of Durham (aka Durham County Council) of County Hall, Durham DH1 5UL (in this tenancy from now on we will call ourselves 'we', 'us' or 'our'), and

Your name(s) \_\_\_\_\_

\_\_\_\_\_  
(PRINT FULL NAMES OF ALL TENANTS)

(in this tenancy we will call you, whether or not you hold the Tenancy in your name only or jointly with another, as 'you' or 'your')

### Address of the property we are letting to you:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In this Tenancy we will call the property you are renting from us your '**Home**'

### Description of your Home:

\_\_\_\_\_

### Start and type of Tenancy:

This Tenancy begins on \_\_\_\_\_ 20\_\_\_\_\_

Unless you were a Secure Tenant of ours or of another council or an assured tenant of another social housing provider immediately before this tenancy was granted then this tenancy is an Introductory Tenancy. If you were an Introductory Tenant of ours or of another council or an assured shorthold starter tenant of another social housing provider immediately before this Tenancy started and it is not yet twelve (12) months since the other tenancy was granted then you will be an Introductory Tenant until twelve (12) months from the date your other tenancy started (unless there is an extension to it in accordance with clauses 5 and 32 of this tenancy agreement).

If this is an Introductory Tenancy, it will become a Secure Tenancy on

\_\_\_\_\_ 20\_\_\_\_\_

unless we decide to extend the Introductory Tenancy or bring it to an end. You agree and understand that after this date we may extend the Introductory

Tenancy for a further six (6) months if you have behaved in an anti-social manner during the Introductory Tenancy.

At the end of the Introductory Tenancy (and any extension period to this, if applicable) your tenancy will automatically become a Secure Tenancy unless before that date we start court proceedings for possession of your Home to bring your Introductory Tenancy to an end because you have breached the terms of the Tenancy or conducted yourself in an anti-social manner.

We explain the differences between Secure and Introductory Tenancies in this agreement and will tell you which type of tenancy we are offering you. This will be clearly shown on the tenancy acceptance that you will be required to sign.

**First Rent and Service Charge (if any) payable each week:**

£ \_\_\_\_\_

Local Office Number: \_\_\_\_\_

Email Contact Address: \_\_\_\_\_

Out of Hours/Emergency Contact Number: \_\_\_\_\_

**Declaration**

I/We agree to give authority for Durham County Council to have access to my Housing Benefit claim and Supporting People records.

I/We understand and agree the terms and conditions of this tenancy agreement and acknowledge receipt of a copy.

Tenant(s) Signature(s)

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

3. \_\_\_\_\_ Date: \_\_\_\_\_

Durham County Council Officer's signature

\_\_\_\_\_ Date: \_\_\_\_\_

(PRINT OFFICER'S NAME)

## Section 1: About this tenancy agreement

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- (a) This tenancy agreement is a legal contract which sets out your rights and responsibilities as a tenant, and our rights and responsibilities as your landlord and when you sign it you accept the responsibilities as a tenant set out in this agreement. The Council wants its communities to be clean, attractive and safe places to live. This tenancy agreement sets out clearly the rights and responsibilities of the council and its tenants in ensuring we both play our part in achieving this. **Please read the whole of the tenancy agreement so that you understand your rights and responsibilities and those of the Council.**
- (b) This is a weekly tenancy agreement between you and us.
- (c) Whether you have an Introductory Tenancy or a Secure Tenancy the responsibilities are the same, although Secure Tenants have additional rights, but in either case you must live in your Home as your only or principal home, or, where you are a joint tenant then least one of you must live in it as your only or principal home.
- (d) You must abide by the conditions of this tenancy agreement and if any part of the agreement says that you must have consent from us this means that any such consent is to be given in writing and signed and dated by us.
- (e) This Tenancy is not an assured, an assured shorthold tenancy.
- (f) Unless you are advised otherwise this is not a furnished tenancy. If you are advised that this is a furnished tenancy, we will provide you with a furniture list which you must check and sign before the start of your tenancy and we will attach to this tenancy agreement.
- (g) It is agreed that during the Introductory Tenancy we will monitor your conduct to ensure that you are keeping to the terms of this Tenancy and if during the Introductory Tenancy you breach any of the terms, then we reserve the right to terminate and end this Tenancy early.
- (h) If you are given a joint tenancy each of you as joint tenants are responsible both on your own and together for all the responsibilities of the tenancy agreement. As joint tenants any one of you can bring the tenancy to an end without the agreement of the other joint tenant. The remaining tenant does not have the automatic right to be entitled to a new tenancy.
- (i) Unless the context of the tenancy otherwise requires, a reference to one gender shall include a reference to the other genders.
- (j) This tenancy agreement can be amended, varied, replaced or altered by consultation or by laws passed by Parliament at any time in the future.

- (k) If we want to make any changes to your Tenancy (other than increasing the rent or other payments) we will consult with you and consider your views. You will then be given four (4) weeks written notice of any intended changes.
- (l) Before anyone comes to live with you for more than four (4) weeks you must get our permission and you must tell us if there are any additions to your household.
- (m) You are responsible for the actions of any person or persons living in or visiting your Home at any time, including children.
- (n) If we have to take action against you to recover possession of your Home because of anti-social behaviour, non-payment of rent or for any other reason it could mean that you may lose your Home and, if you do, you will not be able to get another tenancy from us or possibly from any other landlord in the future.
- (o) Anything in this Tenancy requiring you or anyone else at your Home not to do something includes an obligation on you not to allow that thing to be done by anyone else. You are also in breach of your Tenancy if you, or someone else acting on your behalf knowingly makes a false statement or gives incorrect information which leads to us to grant this Tenancy or any written consent required under the terms of this Tenancy.
- (p) Any reference to us includes a reference to The County Council of Durham, the Owner, and anyone else entitled to the immediate reversion to this Tenancy and our successors and assigns (if any). A reference to you includes a reference to your successors in title and assigns (if any).

## **Section 2: General terms of this tenancy agreement and your rights as a tenant**

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### **1. Grant of the Tenancy**

- 1.1 We grant to you the right to live in your Home provided that you keep to the terms of this Tenancy.
- 1.2 We shall allow you to have quiet enjoyment of your Home without any interruption by us provided you do not breach the terms of this Tenancy as set out below. If any of the terms or conditions of this tenancy are broken by you, we may apply to court for a possession order to end your Tenancy.
- 1.3 In certain circumstances your rights may be affected where your Home:
- is designed for a physically disabled person, or
  - is one of a group of properties which we let to people with special needs, or
  - is particularly suitable for and let to elderly people, because of its location, size, design or other features.
- 1.4 In an emergency we may need to gain access to your Home without giving you notice. If we need to force entry, we will make sure that your property is secured before we leave and repair any damage we may have caused.
- 1.5 You must allow access to your Home for an annual gas safety check. If you do not respond to our notice to carry this out we may have to obtain a warrant to enter your Home. We will give you at least 24 hours' notice before exercising the warrant and we may charge you for the costs of a forced entry if this is required.

### **2. Termination**

- 2.1 You may end this Tenancy by giving us four (4) weeks' written notice of your intention to vacate your Home; such notice must start and end on a Monday. If you do not give us proper notice, then you will continue to be responsible for the rent and any other payments.
- 2.2 Following service of your written notice this Tenancy shall end on the Termination Date and you must pay all and any Rent and Service Charge arrears (if any) due and give us vacant possession of your Home (which must be in a clean and good state of repair and condition) and return all the keys of your Home to us by midday on the Termination Date. If you fail to return the keys to us by midday on the Termination Date, then we reserve the right to obtain a possession order and charge you for any costs we incur in obtaining the order and in having to change the locks. You may also be responsible for any further rent and for any damage that happens at your Home until the keys are handed in or the locks are changed.



- 2.3 You must give us access to your Home before the Termination Date to allow us to inspect your Home and if we find that there is any damage you must repair it before you leave and you must remove all rubbish from inside and outside the property otherwise, if we have to repair any damage or remove any rubbish, we reserve the right to recharge you the costs of doing so.
- 2.4 If anyone remains in your Home after the Termination Date, we will evict them as they will be living there illegally.
- 2.5 Termination of this Tenancy on the Termination Date shall not affect any other right or remedy that either you or we may have in relation to any earlier breach of this tenancy.
- 2.6 We may ask you to allow us reasonable access to show potential tenants around your Home during your notice period before the Termination Date. We may also advertise your Home before you leave it.
- 2.7 Subject to clause 2.2, following service of a Termination Notice this Tenancy shall terminate on the Termination Date unless we agree to accept an early written surrender of the Tenancy from you.

### **3. Rent**

- 3.1 You shall promptly pay the Rent, the Service Charge (if any) and any other charges on or before the Rent Payment Dates. If you wish to pay your rent over longer periods – for example monthly or fortnightly – then you must pay your rent in advance.
- 3.2 You agree that you shall make the first payment of the Rent and Service Charge (if any) on the date this Tenancy starts. Your rent is then due on each and every Monday from the week ahead and throughout the Tenancy and you must pay them on time.
- 3.3 Where we intend to change the rent we charge for your Home we will give you four weeks' notice before doing so. This does not apply to changes in any benefit you might receive to help meet your housing costs.
- 3.4 We will advise you separately of any changes to other charges we collect.
- 3.5 We will not increase the rent for your Home as a result of any improvements that you have made.
- 3.6 If you are having difficulty in paying your rent please contact us as soon as possible and we will give you advice and assistance that might help.
- 3.7 If you are of working age and receive help with your housing costs through Universal Credit or alternatively through housing benefits if you have reached state pension age, live in supported accommodation or receive a severe disability premium. You should advise the relevant organisation immediately of any change of circumstance that may affect your entitlement.

- 3.8 If you do not pay your rent or other charges, we may ask the court to evict you from your Home. The court may order you to pay our costs.
- 3.9 If you decide to end your tenancy you must pay your rent and any other charges due before your tenancy ends.
- 3.10 We encourage you to pay by direct debit, as it is the quickest, easiest and most cost-effective way of making your payments.

#### **4. Rent Review**

- 4.1 We may vary the Rent once only during the first year of your Tenancy. Where the Rent is to be increased, we will inform you in advance by giving you no less than one (1) months' notice in writing setting out the amount by which the Rent will increase. The Rent shall not at any time be increased within one (1) year of the previous increase. Thereafter we will review the Rent each year of your Tenancy giving you no less than one (1) months' notice in writing of the amount of the increase.
- 4.2 Where you receive Services that are charged for then we will seek to recover the cost of providing those Services and you shall be obliged to pay for them. We may review the Service Charge payable (if any) at any time. The Service Charge (if any) may vary with the cost of providing the Services and we will give you one (1) week's written notice, in advance, of any changes to the Service Charge.

#### **5. Introductory Tenancies**

- 5.1 Most new tenants will be Introductory Tenants. As an Introductory Tenant you do not have all the rights given to a Secure Tenant. As an Introductory Tenant you cannot:
- apply for the right to buy your Home (if you later become a Secure Tenant and want to buy your Home the time you have spent as an Introductory Tenant will count towards the qualification period and also toward calculating any discount you might be entitled to);
  - sublet part of your Home or take in lodgers;
  - exchange your Home with another tenant;
  - carry out major improvements or claim compensation for improvements.
- 5.2 An Introductory Tenancy usually lasts for 12 months and after this time you would become a Secure Tenant and benefit from these additional rights in relation to your Home and tenancy.

#### **Extending an Introductory Tenancy**

- 5.3 If you have not maintained your rent payments as you should or we have concerns about antisocial behaviour or other breaches of your tenancy, we can extend your Introductory Tenancy for a further six (6) months to see whether you are able to comply with the terms of your tenancy agreement.

- 5.4 Before we extend your Introductory Tenancy we will give you notice that we intend to do this and you will have the right to request a review of our decision to extend it
- 5.5 In most circumstances an Introductory Tenancy will automatically become a Secure Tenancy after twelve (12) months, unless we have:
- extended your Introductory Tenancy, or
  - started court proceedings for possession of your Home before the end of the Introductory Tenancy.

### **Introductory tenancies and possession proceedings**

- 5.6 As an Introductory Tenant you do not have security of tenure and we could end your Introductory Tenancy using a straightforward process if you break the terms of your tenancy.
- 5.7 If during your Introductory Tenancy you break any of the tenancy conditions, we may serve a Notice to Quit on you and we may apply to court to end your tenancy and the court would usually have to agree. If we service a Notice to Quit you have the right to ask us to review our decision to seek possession of your Home within certain timescales. These timescales will be shown on the Notice to Quit. Providing all the correct procedures have been followed, and we continue with the possession proceedings whether or not you have asked us to review our decision, the court must award us a possession order against you.

## **6. Right to Repair**

You have the right to have certain repairs completed in set timescales. In some cases, where we do not complete the repair in time you have a legal 'right to repair' and can arrange to appoint your own contractor to complete a repair. You may also be able to get compensation if certain repairs are not done on time.

## **7. Right to information**

We will publish information in simple terms to explain the conditions of your tenancy and our repairing obligations. If you ask us, we will provide you with information about our lettings policy and a copy of the details you gave us about you and your family when you applied for a tenancy.

## **8. Notices**

- 8.1 Any notice you send to us under or in connection with this Tenancy shall have been properly served if:
- sent by first class post to the address given in clause 8.4; or
  - left at the address given in clause 8.4.

- 8.2 Any notice sent by us to you under or in connection with this Tenancy shall be have been properly served if:
- sent by first class post to your Home; or
  - left at your Home.
- 8.3 If a notice is given in accordance with clause 8.1 or clause 8.2 it shall be deemed to have been received:
- (if delivered by hand) at the time the notice is left at the proper address; or
  - (if sent by first-class post) on the second Working Day after posting and not returned by the Post Office.
- 8.4 The Council's address for service is Legal & Democratic Services, Durham County Council, County Hall, Durham DH1 5UL or any such other address as the Council shall have notified to you from time to time.
- 8.5 You shall send to us a copy of any notice or other communication affecting your Home within seven (7) days of receipt and shall not take any action regarding such notices or communications without our prior consent.

## **9. Data Protection**

- 9.1 The Data Protection Act 2018 (including any amendments made) and the Council's policies on confidentiality apply to this Tenancy and Tenant's rights to access personal information.
- 9.2 We will:
- grant you the right to inspect information about you which is held by us in the form of computerised data; and
  - grant you reasonable access to other personal information held about you or members of your family (provided that this shall not apply to information provided to us in confidence by third parties) provided always that you retain the right to correct or record your disagreement with the information held by us.
  - You agree and understand that we may charge you a reasonable charge in order to cover our costs where your rights are exercised in direct connection with this clause 9.

## **10. Customer Service, Complaints and Tenant Involvement/Consultation**

- 10.1 If you feel we have not carried out any of our responsibilities or have taken an unreasonably long time to carry out any of our responsibilities, you should first contact us to discuss the problem. If you are still unhappy with the response you receive, you can make a complaint under our complaint's procedure. We will deal with your complaints effectively and efficiently
- 10.2 You also have the right to refer your complaint to the Housing Ombudsman if you remain dissatisfied with any decision.

- 10.3 We will ask your views about any changes to this tenancy agreement (other than changes to rent or charges) and setting them out a preliminary notice and asking for your comments. If, after considering your comments, we decide we want to make any changes you we will service a notice of variation with at least four weeks' notice before those changes come into effect.
- 10.4 We will ask your views about any of our housing plans if they substantially affect you. For example, we will consult you about modernisation or improvement work that is planned for your Home or the building in which you live or your area, any changes to the way we manage your properties or if we decide to change any services or facilities we provide. We will involve you or your tenants' group in local housing issues.
- 10.5 You have the right to start or join a local tenants' group. Ask us for information about groups in your area or about how to start on.

## **11. Council housing fraud**

- 11.1 As a public body we have a duty to prevent and detect fraud. Council housing is a scarce resource, and we must ensure that it is let fairly to applicants who are genuinely in need and entitled to that housing. You are likely to lose your tenancy and you could lose your right to council housing in the future if you're caught committing housing fraud. You may also be fined or sent to prison if the fraud is serious.
- 11.2 Housing fraud includes you or someone acting on your behalf:
- not telling the truth when applying for a property
  - making a statement which you know or think could be false
  - sub-letting a property without permission
  - living in a property after someone has died without the right to do so
- 11.3 We can check at any time:
- a tenant's housing record against other records – for example Housing Benefit or the Electoral Roll
  - that the genuine tenant lives at the property
- 11.4 If you suspect any fraud you should get in touch You do not have to give your name or address when reporting suspected fraud. If you suspect fraud call or text us on 03000 266745 or contact us at

Corporate Fraud Team  
Durham County Council  
County Hall (Room G90)  
Durham  
County Durham  
United Kingdom  
DH1 5UL

## **Section 3: Our rights and responsibilities as your landlord**

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### **12. Rights**

We reserve the right to:

- 12.1 seek to recover possession of your Home subject always to clause 31 of this Tenancy after first giving notice of our intention to apply to the court for an order for possession and, in extreme cases, we may ask the court to excuse us from giving notice before commencing proceedings;
- 12.2 carry out the annual gas and electrical safety inspections every 5 years provided we give you reasonable notice;
- 12.3 erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your Home for the purpose of supplying radio and television service to any other property; and
- 12.4 undertake planned cyclical maintenance and major improvement programmes from time to time which can include installing and maintaining or improving your Home and the Shared Areas including replacing any cables, wires, fixtures and fittings and/or other equipment for provision by us of emergency alarms or security systems. Where we do so we will notify you in advance of the proposed work and where possible give you a choice of fixtures and fittings. Where we carry out major work we may need to move you out of your Home temporarily or in some cases on a permanent basis but will offer you suitable alternative accommodation.

### **13. Insurance Obligations**

- 13.1 We shall ensure that your Home is insured to its full value against loss or damage by the Insured Risks. Our obligation with regard to insurance does not cover your possessions or the contents of your Home. You are advised to insure your own possessions and furniture with a reputable insurer.
- 13.2 We shall ensure any damage caused to your Home by an Insured Risk is made good, unless the damage was caused by your wilful action, negligence or default.

### **14. Repairing Obligations**

As well as the rights we have under this tenancy agreement we have several responsibilities or obligations in relation to repairs and maintenance. These responsibilities and obligations means that we will:

- 14.1 keep in repair the structure and exterior of your Home including drains, external pipes, gutters and external windows and Shared Areas (if any) and for the avoidance of doubt the structure and exterior shall include:

- drains, gutters, sewers and external pipes
- the roof
- outside walls, outside doors, plate glass, windowsills, window catches, sash cords, window frames, including necessary outside painting and decorating
- internal walls, floors and ceilings but not including internal painting and decoration
- chimneys, chimney stacks but NOT including sweeping
- pathways, walkways, hallways, balconies, steps or other means of access
- plasterwork
- integral garages and stores
- boundary walls.

14.2 keep in repair and proper working order the installations in your Home for the supply of water, gas and electricity and for sanitation and for the avoidance of doubt installations include:

- the installations in your Home for space heating and heating water, fireplaces, fitted fires and central heating installations and gas pipes
- basins, sinks, baths, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps
- electric wiring including sockets, light fittings and switches
- shared fire alarm systems
- shared door entry systems
- hard-wired smoke detectors (where applicable); and
- battery operated smoke detectors (where this applies you would be responsible for providing batteries)
- but this obligation shall not extend to fixtures, fittings and appliances for making use of the supply of electricity, gas or water, or the connection or disconnection of appliances including (but not limited to) washing machines, tumble driers and dishwashers

PROVIDED THAT you shall ensure that the connection or installation of any domestic appliance at your Home is carried out by a properly qualified and competent contractor, and registered where necessary, and inspected by us.

14.3 We shall not be required to:

- carry out any works or repairs for which you are liable by virtue of this Tenancy resulting from the wilful damage by you or members of your family or your visitors or damage by neglect, carelessness or default by you or members of you family or your visitors
- keep in repair or maintain anything which you are entitled to remove from your Home

PROVIDED THAT the total reasonable cost of any works of repair or replacement arising from any damage to your Home as a result of carelessness, neglect, default or wilful act (other than fair wear and tear)

caused or permitted by you or your family, pets or visitors, including children, will be recovered from you both during the Tenancy and once the Tenancy has ended.

14.4 We will complete the repairs you ask and for which we are responsible within set timescales

14.5 If you buy your Home we will continue to do repairs until you have completed the purchase but we will not carry out or be responsible for any improvements.

## **15. Access**

You must allow us or our agents to enter your Home on at least twenty-four (24) hours' prior notice in writing to you in order:

15.1 to carry out our obligations under this Tenancy and, where required a property inspection, including:

- carrying out repairs
- inspect your Home for any repairs needed
- inspect, clean, maintain, repair or improve any other property or sewer, drain, pipe, wire or cabling that serves your property or any adjacent property.
- check that this agreement is being complied with.

15.2 to carry out annual gas and electrical inspections every 5 years of any equipment installed by us at your Home where we have a statutory duty to inspect installations. We need to make sure your gas appliances are safe. Inadequate heating or ventilation, blocks or leaks in the flue, can cause carbon monoxide poisoning, which can kill people. If you do not respond to our notice to undertake this, we may get a warrant to enter your Home. We will give you at least twenty-four (24) hours' notice before exercising the warrant and we may charge you for the costs of a forced entry if this is required. You agree and understand that failure to allow access for servicing of gas installations shall result in:

- court proceedings against you in order for us to obtain access to your Home; and
- you bearing the costs of court proceedings in the event you deny or obstruct our access to your Home.

15.3 In an emergency we may need to gain access to your Home without giving you notice. If we need to force entry, we will make sure that your property is secured before we leave and repair any damage we caused. This may include situations where we feel there is a risk of personal injury or damage to neighbouring properties.



## Section 4: Your responsibilities as a tenant

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### 16. Use of your Home

- 16.1 You shall only use your Home as a private dwelling house for use by you and your family.
- 16.2 You must use this home as your main home and tell us if you will be away from your Home for more than twenty-eight (28) days.
- 16.3 You must tell us of any changes to your household; for example, if anyone leaves or comes to live in your Home, someone has a new baby. This will ensure that you do not overcrowd your Home and to ensure any new member of your household is able to claim any rights they may be entitled to for example they may have the right of succession if they are your husband/wife, civil partner or partner or member of your family. It may also affect any benefits you may be entitled to.
- 16.4 You must not use your Home to run any business which is likely to cause a nuisance or annoyance to others. This includes, for example:
- car repair and maintenance
  - any business where you would have to use noisy equipment, machines or controlled substances such as chemicals on the premises
- 16.5 You must not display any advertising on the outside of your Home.

### 17. Pets

- 17.1 You are permitted to keep a single domestic pet within your household providing they are well cared for and do not cause a nuisance or annoyance to visitors to your Home, to your neighbours or any adjoining properties, or anyone living in the surrounding area. Should you wish to keep more than one domestic pet you will require our written permission.
- 17.2 You are not permitted to keep any dog specified within the Dangerous Dogs Act 1991.
- 17.3 Where you do keep pets, in addition to those responsibilities required by law, you shall:
- pay the cost of putting right and/or repairing any damage to your Home caused by the animal
  - not allow any animal kept by you or visiting your Home to foul the estate, including the gardens, shared areas, roads, footpaths and play sites. You **MUST** remove any fouling immediately and dispose of it hygienically

17.4 If you are found to be in breach of any of the above, we reserve the right to revoke the general consent or any permission we may have given and ask you to find another home for your pet . Your eviction from your Home will be considered where repeated breaching of the above conditions occurs or where you are convicted of animal neglect or cruelty in a Court within England and Wales in respect of an animal kept at your Home.

## **18. Your Home and Garden Condition**

18.1 You must keep the interior of your Home clean and tidy (except for fair wear and tear) including maintaining the bathroom suite and kitchen units in a clean and hygienic condition at all times and your Home decorated to a reasonable standard, and you must keep any Shared Areas tidy and litter free and free from obstructions in the case of Flats.

18.2 You must take proper care of your Home and report any repairs needed or damage to your Home or its fixtures and fittings immediately. If you do not report a repair or damage, we will if appropriate, charge you for any additional work required as a result of your delay in reporting the repair or damage.

18.3 You must tell us if you do any repairs yourself or make any arrangements to have them done.

18.4 Where you arrange to have work carried out in your Home you must make sure that a suitably qualified and competent tradesperson carries out the work to a good standard. Only a Gas Safe registered engineer is permitted to undertake any repair or improvements involving gas. Any electrical work must be undertaken by a NICEIC approved electrician. You must provide us with a copy of the electrical installation certificate provided by the electrician or a third-party Electrical Installation Condition Report.

18.5 You must ensure that you or anyone living with you or visiting your Home, do not misuse, damage or remove any part of the property, neighbouring property or shared area. This includes, for example:

- arson
- interfering with security and safety equipment
- damaging shared areas or facilities
- breaking windows or doors
- graffiti
- placing rubbish, paint or any other offensive substances on or around any part of a house or building.

18.6 You will be charged for repairing any damage caused or reinstatement work required.

18.7 If your Home has a Garden, then you must:

- not plant large or fast growing shrubs or trees e.g. Ivy or Leylandii

- not plant any nuisance, non-native or invasive plants, trees or shrubs, nor any plants, trees or shrubs either in a place that might cause a nuisance or annoyance to neighbours or which may cause damage to your Home and you must not allow any hedge to exceed two (2) metres in height or overhang pavements, roads or neighbouring gardens
- keep the Garden and any yard, paths and open spaces in a reasonable and tidy condition, and free from weeds, litter and rubbish
- not allow gullies, drains, drain entrances, external airbricks and vents, waste and soil pipes to become blocked by leaves, debris or any other means
- not erect a shed or greenhouse without our written permission
- properly maintain the Garden including the lawn and any plants, trees or shrubs within them
- maintain the fencing and all boundary features of the Garden to your Home
- not erect barbed wire, broken glass or other material that may cause injury on or near your Home; and
- generally trim and maintain trees and hedges and not allow them to overhang pavements or block light to and from neighbouring properties, but for the avoidance of doubt **you must not** cut down or remove any tree or hedge nor prune or lop any trees without obtaining our prior written consent

18.8 In consideration of clause 18.7 above, you agree and understand that if either:

- any part of the Garden of your Home is overgrown then we may cut, strim and/or clear it and recover the cost of the maintenance works from you; and
- where you have legitimate difficulties in maintaining the Garden we may be able to provide help with garden maintenance but at a cost to you or direct you towards organisations who may be able to assist.

18.9 You must keep the inside and outside of all windows clean provided always that where your Home is situated in a block of flats that does not have easy clean hinges to enable cleaning from the inside, then we shall clean the outside of the windows as part of the Services.

18.10 If we have provided you with any Contents for the benefit of you and your Home then you agree and understand that you:

- are not permitted to sell, rent or give away the Contents
- are not permitted to deliberately damage or vandalise the Contents or remove the Contents from your Home without our express prior consent
- may be required to pay to us the cost of replacing or renewing or repairing any Contents damaged by you, your family or any visitors to your Home

- 18.11 You must promptly replace and pay for all broken glass at your Home (and including any Shared Areas) where you or anyone living at your Home or your visitors causes the breakage.
- 18.12 You must not cause any blockage to the drains, gutters and pipes of your Home.
- 18.13 You must dispose of all Garden rubbish using the appropriate waste refuse or recycling bin receptacles and ensure that any waste refuse or recycling bins supplied at your Home are emptied regularly and returned to your Home.
- 18.14 When you vacate your Home at the end of the tenancy you must leave your Home clean, decorated and in a good condition ensuring that all walls, ceilings, fixtures and fittings are unmarked and free of damage.
- 18.15 You must take all reasonable steps to prevent any damage to your Home or the Shared Areas (if any) by fire or frost (including turning off any outside taps (if any) at the stopcock before and during any cold spells).

## **19. Vehicles**

You must not carry out repairs to any motor Vehicle at your Home except minor repairs of a short duration to your private motor Vehicle or that of a member of your family who lives with you and PROVIDED THAT where repairs are carried out you must:

- 19.1 carry out the repairs on the driveway of your Home or in the garage (if any) and any such repairs must be done at reasonable time during the day
- 19.2 not carry out any repairs on the highway or in any public or shared areas
- 19.3 not cause excessive or repetitive noise, dust or spillage
- 19.4 not cause a nuisance, annoyance or disturbance to any neighbours, visitors or any other person engaged in a lawful activity within the locality including any that cause undue noise, vibration, fumes or dirt
- 19.5 not carry out the repairs in such a manner so as to create a danger to any neighbours, visitors or any other person engaged in a lawful activity in the locality or to breach any conditions of any insurance.

## **20. Shared Areas**

You must, if in occupation of a Flat:

- 20.1 co-operate with us and your neighbours to keep any Shared Areas clean, tidy and clear of any obstructions. This obligation will extend to all tenants of the building equally
- 20.2 not tamper or interfere with equipment for the supply of services or other security and safety equipment

- 20.3 ensure that Shared Area doors are not left jammed open; and
- 20.4 not grant access to strangers/visitors into the Shared Areas without identification.

## **21. Improvements, Alterations and Repairs**

- 21.1 You must not make any internal or external alteration or addition to your Home or alter the appearance of your Home without getting our written consent and this includes erecting or installing any structure at your Home without our prior written consent, including (but not limited to):
- sheds and greenhouses
  - garages
  - Hardstand
  - Kitchen
  - Bathroom
  - Electrical installation
  - Heating installation
  - Windows
  - Doors
  - Fencing
  - Walls
- 21.2 You shall not erect external fixtures such as satellite dishes, television or radio aerials without first obtaining our express written permission.
- 21.3 We may give our consent but with some conditions that must be complied with. You are responsible for obtaining any necessary planning and building regulations approvals. If you do not meet any conditions we set, you will be breaking your tenancy conditions and we may withdraw our consent.
- 21.4 You are responsible for plumbing in washing machines and dishwashers. You should get a suitable qualified person to do this, as you will be responsible for any damage resulting from leaks or faulty pipe work. You are responsible for paying for the cost of any work involved.
- 21.5 You must not use textured coatings (such as Artex) on ceilings or walls or polystyrene tiles or coving to ceilings or walls. For reasons of health and safety you must not remove any textured coating or disturb finishes, coatings or walls in your Home without telling us and getting our written permission.
- 21.6 You must notify us when any improvement work has been completed so we can arrange for any inspection we feel necessary.
- 21.7 You will be responsible for maintaining all improvements, fixtures and fittings you have installed in your Home.

- 21.8 If you leave your Home, you may take any fixtures and fittings you have installed with you providing you reinstate our original fixtures and fittings. If you don't do this, we will undertake the necessary reinstatement works and recover the costs from you.
- 21.9 You may choose to leave behind the improvements you have made and, where we agree that they have improved the property, you may be able to claim compensation from us under the Right to Compensation for Tenants Improvements Scheme.
- 21.10 You will be required to pay for the reasonable cost of any necessary repairs or replacements arising from any damage caused to your Home by you or visitors, including children, whether the damage be caused by wilful damage or neglect. You will be invoiced for the cost of the repairs which will be recoverable as a contractual debt.
- 21.11 You must inform us promptly of any disrepair or defect at your Home or the Shared Areas or in any installation at your Home or in the Shared Areas for which are we responsible.
- 21.12 In the event that you do not comply with the requirements of this clause 21 and you fail to carry out the works necessary to keep your Home in a standard reasonably required by this Tenancy then we reserve the right to carry out the works and to charge you for the full cost of the works together with administrative charges so far as is reasonable.

## **22. Obstructions and Encroachment**

- 22.1 You must not place any item or items nor allow any item or items to be placed in such a position (either inside or outside your Home) so that access to and from your Home or to and from any neighbouring property or land is obstructed.
- 22.2 You must:
- not encroach on any property which has not been let to you; nor
  - not allow anyone else to encroach on the boundaries of your Home; and
  - report any attempted encroachment to us promptly.

## **23. Utilities and outgoings**

- 23.1 You must pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if any) used by you at your Home.
- 23.2 You must comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

- 23.3 Where you allow, either by default of payment or specific instruction, the utility or other services to be cut off, you must pay the costs associated with reconnecting or resuming those services.
- 23.4 You must pay for a television licence for your Home if or where a licence is required.
- 23.5 You must pay the Council Tax for your Home.
- 23.6 If any of the costs in this clause are payable in relation to your Home together with other property, then you shall pay a fair proportion of all those costs.

## **24. Nuisance, Discrimination and Harassment**

- 24.1 You, or anyone living with you or visiting you at your Home, shall not do anything to or at your Home (including the Shared Areas in the case of Flats) that:
- causes a nuisance, annoyance or damage to owners or occupiers of neighbouring, adjoining or adjacent property, or to any person residing, visiting or engaging in a lawful activity in the surrounding area.
  - shall damage, graffiti or deface your Home; or
  - has the effect of invalidating any insurance that we or anyone else has in respect of your Home.
- 24.2 You shall not use your Home nor any Shared Area for any illegal, immoral or improper purposes and examples of illegal or immoral purposes includes but are not limited to:
- the storage of stolen goods;
  - the cultivation, manufacture or storage of any controlled drug or cultivating, manufacturing, processing, using, supplying or dealing with or in any form of illegal drugs or substances (regardless of classification); or
  - the using by or supply of controlled drugs or intoxicants to others;
- 24.3 If anyone living with you or visiting your Home (including your children) shall be convicted of an arrestable offence committed in or in the locality of your Home which shall include (but is not limited to) burglary, theft, robbery, criminal damage, assault, wounding or inflicting grievous bodily harm, possession or production of a controlled drug and drug dealing we will seek to recover possession of your home.
- 24.4 You shall ensure that no flammable, offensive or dangerous materials except those needed for normal household activities, including paraffin, petrol or bottled gases, such as those used in portable room heaters, are kept on or at your Home in such quantities that might cause danger or nuisance to neighbouring properties (if any), your neighbours or other visitors to your Home.

24.5 You will be held responsible for the behaviour of every person (including children) living with you or visiting your Home.

24.6 If you share any common parts with other tenants then you must:

- keep all the Shared Areas clean and tidy
- keep the Shared Areas free from obstruction, rubbish and graffiti
- not throw anything from any landing, balcony, corridor or window or door of your Home or any Shared Areas; and
- keep noise in Shared Areas to a reasonable level to avoid causing a nuisance to others and not play music or operate other equipment in Shared Areas where it may cause a nuisance or annoyance to neighbouring properties.

24.7 Neither you nor anyone living with you or visiting your Home (including your children) shall, nor shall you encourage them to:

24.7.1 do anything or allow anything to be done which causes or is likely to harass, alarm, distress or cause a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in your Home or in the locality and examples of nuisance, annoyance or disturbance could include (but are not limited to):

- persistent or prolonged playing of loud music or other noise
- shouting or persistent arguing
- door slamming
- offensive behaviour or domestic abuse
- dog barking, and animals not being kept under control and/or being allowed to foul
- being drunk and disorderly in public
- dumping rubbish, fly tipping or lighting fires or allowing rubbish to build up around your Home
- rubbish dumping
- undertaking major car repairs
- playing ball games close to neighbouring properties
- discarding litter
- riding motorcycles, trail or quad bikes anywhere except on the public highway or designated areas
- throwing stones
- trespassing on neighbour's property
- use of air rifles and pellet guns and throwing things out of windows or off balconies; and
- breaching shared security, for example allowing strangers to get into the building

24.7.2 use or allow your Home to be used for any activity that is illegal, immoral, dangerous or offensive including human trafficking and



modern slavery AND examples of such activity could include but are not limited to:

- prostitution and/or dealing in pornography
- housing a cannabis farm
- storing unlicensed firearms and illegal weapons
- storing or handling stolen or counterfeit goods
- urinating outside your Home or your neighbour's home; and
- animal abuse including pet farming.

24.7.3 commit any form of harassment on the grounds of age, race, colour, religion, transgender identity, 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 their home or in the locality and examples of discrimination and harassment include (but are not limited to);

- racist behaviour or language
- using or threatening to use violence or hate crime activities
- using abusive, humiliating, ridiculing, embarrassing, intimidating, frightening, threatening, distressing or insulting words or behaviour
- damaging or threatening to damage another person's home or possessions
- writing threatening, abusive, insulting correspondence or graffiti
- use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our agents or contractors

24.8 You are responsible for the behaviour of everyone, including children, living in or visiting your Home. You are responsible for them in your Home, in shared areas and in your neighbourhood.

24.9 You must not abuse or harm vulnerable adults or children. Abuse or harm can include physical or sexual acts, psychological abuse, financial abuse, neglect, discriminatory behaviour or institutional abuse.

24.10 You must not carry out acts of domestic abuse against your partner or anyone else living in your Home, visiting or working in the area. Your tenancy will be at risk if you threaten or carry out any act of domestic abuse.

24.11 This means that if anyone living with you or visiting your Home, does any of the things you shouldn't do, it could lead to your eviction.

24.12

## **25. Rubbish and Unwanted Items**

You shall:

- 25.1 not leave syringes and/or other sharp objects or items in areas where people may come into contact with them. Used syringes must be disposed of safely
- 25.2 dispose of in a proper manner all other unwanted items not normally collected by the refuse collectors.
- 25.3 dispose of refuse and rubbish securely and hygienically until collection by the refuse collectors using the appropriate waste and recycling receptacles.
- 25.4 not allow rubbish or other waste to accumulate in or around your Home or any Shared Areas
- 25.5 not dispose of nappies or wet wipes down the toilet or any hazardous substances down the sink or anything which has the potential to cause a blockage to the toilet and connected waste system.

## **26. Parking and access**

26.1 You shall not:

- park any heavy trade or commercial vehicle at your Home or in the vicinity of your home
- park or keep any vehicle, caravan, motorhome, boat, trailer or other form of transport on footpaths, grass verges, or other landscaped or amenity areas or in any parking spaces which belong to another nor block any other vehicle or access or park in any way that causes an obstruction, nuisance, annoyance or danger to others.
- use the estate or any designated car parks provided for any purpose other than parking your Vehicle and any untaxed or unroadworthy vehicle or any in need of repair must be kept within the boundaries of your Home;
- park a vehicle caravan, boat, trailer or other form of transport within the boundaries of your Home unless there is a garage, hard standing or driveway with a properly constructed vehicular crossing and dropped-kerb entrance.

26.3 You may keep an electric mobility scooter in your Home providing there is an appropriate electric supply and storage space. This is not permitted where it would cause an obstruction.

## Section 5: Your rights as a tenant

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### 27. Assignment, Subletting

27.1. You may not assign, part with or share possession of the whole or any part of your Home at any time during your Tenancy SAVE THAT;

27.1.1 Introductory Tenants have no right to transfer their tenancy to someone else except in the following circumstances:

- where the court has made an order for the tenancy transfer in the course of matrimonial or family proceedings by a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, the Children Act 1989, the Family Law Act 1996, Civil Partnership Act 2004; or
- to a 'potential successor', i.e. someone who would be qualified to take over your tenancy, with our written permission, if the Introductory Tenant died immediately before the transfer took place in accordance with section 91(3)(c) of the Housing Act 1985

27.1.2 Secure Tenants are only allowed to assign or transfer their tenancy to someone else in the following circumstances:

- under the Right to Assignment by Way of Exchange, with both our permission and the permission of the other landlord. We may grant consent, withhold consent altogether for certain specific reasons or grant consent subject to certain conditions and we will advise you of our decision in writing. If we agree this will only be allowed if that other person is also at the time be one of our Secure Tenants or a Secure Tenant of another Council or an assured tenant of certain social landlords in accordance with sections 91 and 92 of the Housing Act 1985; or
- where the court has made an order for the tenancy transfer in the course of matrimonial or family proceedings by a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, the Children Act 1989, the Family Law Act 1996, Civil Partnership Act 2004; or
- to a 'potential successor', i.e. someone who would be qualified to take over your tenancy, with our written permission, if the Secure died immediately before the transfer took place in accordance with section 91(3)(c) of the Housing Act 1985

27.2 For the avoidance of doubt, applications for assignment are only permitted with our express prior written consent and if you move and do not have our consent we may take legal action to evict you and you may not be able to return to your original property and you may not be offered another property.

27.3 Any assignment must be completed before an assignor moves out of the property (when it is still her/his only or principal home), as otherwise the secure tenancy status is lost.

27.4 Only one assignment is permitted so your Tenancy cannot be assigned if you took it over by succession or it was originally assigned to you.

## **28. Subletting**

28.1 You may be entitled to take in lodgers or sublet part of your Home, but you must get our written consent before doing so.

28.2 Subletting means that someone pays you rent to have an exclusive right to occupy part of your Home. Someone lodging would not have the exclusive right to occupy a part of your Home and would share your living space.

28.3 You are not permitted to sublet the whole of your Home under any circumstances.

28.4 You are advised to obtain legal advice before subletting your Home or taking in lodgers and this could affect your entitlement to benefits and the rent you pay.

## **29. Succession**

29.1 Where this Tenancy is a joint tenancy, and upon the death of a joint tenant, the tenancy shall continue in the name of the surviving joint tenant and this will count as a succession.

29.2 Where this Tenancy is a sole tenancy (i.e. in your name only) then upon your death, your spouse (e.g. your husband, wife, civil partner, co-habitee) has the right to succeed to the Tenancy for the remainder of your Tenancy PROVIDED ALWAYS that the spouse occupied your Home as their only or principal home at the time of your death.

29.3 Where this tenancy is:

- a sole tenancy; and
- there has been no previous succession; and
- you leave no spouse; and
- other members of your family reside in your Home

THEN one family member may succeed to the Tenancy SUBJECT TO the succession criteria set out in the Housing Act 1985.

29.4 We cannot grant a joint tenancy upon succession so, for example, if you had two adult children living with you, only one of them can be named on the tenancy agreement. The potential successors must decide who will succeed to the tenancy and in the absence of any agreement we will decide.

- 29.5 In law we are only able to grant one right of succession. An assignment to a potential successor counts as a succession, as such there can be no further succession when the assignee tenant dies (see Assignment in clause 23 above).
- 29.6 Where a family member succeeds to the tenancy of your Home and it is judged to be too large for their needs, we may consider offering an alternative tenancy of another more suitably sized property. If the property is one which we normally let to a person with special needs and there is no longer anyone living in your Home with those special needs, we may consider offering an alternative tenancy. We do this to ensure we make the best possible use of the homes we have.

### **30. Right to buy**

- 30.1 You can only apply to buy your Home if you are a Secure Tenant at the time you apply, and you have been a Secure Tenant for at least three years. Discounts may be available depending on the type of home you live in and how long you have been a tenant. For newer homes we are unable to sell them at less than what it cost us to provide them.
- 30.2 Certain specialist accommodation including those that are provided for the elderly and people with a disability are not eligible for the Right to Buy.
- 30.3 We may stop you taking up the right to buy if:
- we have evidence of anti-social behaviour by you or your family members; or
  - you are in rent arrears or in breach of your tenancy agreement and we have an order for possession of your Home against you; or
  - you have made a bankruptcy application that has not been determined, or you have a bankruptcy petition against you, or you are an undischarged bankrupt, or you have a composition or arrangement with your creditors the terms of which have yet to be fulfilled; or
  - there is a debt relief order against you; or
  - your home is due for demolition or is in a planned regeneration area.

## Section 6: Grounds For Possession

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### 31. Default by you

We can take possession of your Home for a number of reasons which are set out in the Housing Act 1985 and these include, but are not limited to, if you breach this Tenancy or fail to fulfil any of your obligations under this Tenancy or on the following grounds:

- 31.1 Rent lawfully due from you has not been paid or an obligation of the tenancy has been broken or not performed
- 31.2 You or a person residing in or visiting your Home has been guilty of conduct causing or likely to cause anti-social behaviour, harassment, a nuisance or annoyance or has been convicted of using the dwelling-house for immoral or illegal purposes
- 31.3 Your Home was occupied by a married couple or a couple living together as husband and wife or civil partners and one or both of the partners is a Tenant of your Home and one partner has left because of violence or threats of violence by the other towards that partner or a member of the family of that partner and the court is satisfied that the partner who has left is unlikely to return;
- 31.4 The condition of your Home or any of the common parts has deteriorated owing to acts of waste or neglect by you or a person residing in your Home
- 31.5 The condition of furniture provided by us for use by you (if any) or in the common parts has deteriorated owing to ill-treatment by you or a person residing in your Home
- 31.6 You, or by someone acting on your behalf or on your instigation, persuaded us to give you the Tenancy by knowingly or recklessly making a false statement
- 31.7 Your Home is overcrowded in such circumstances as to render the occupier guilty of an offence
- 31.8 You were given a tenancy of the property on a temporary basis while work was carried out to your usual accommodation and that accommodation is now available for re-occupation
- 31.9 You assigned the tenancy of your Home by way of exchange without or permission and/or a financial inducement was paid in connection with the assignment

AND in the event that we seek possession of your Home by reason of your default then you shall pay any reasonable costs properly incurred by us in remedying such

breaches or in connection with the enforcement of those obligations including any court cost and any bailiff's charges that we have to pay.

31.10 If you are evicted from your Home, you may be refused council accommodation or any other tenancy in the future.

31.11 If we obtain a court order, you may lose some of your rights. If you are a Secure Tenant your tenancy may be demoted, which reduces your rights to those of an Introductory Tenant and will take away your right to buy your Home.

31.12 If you are an Introductory Tenant, we may decide not to grant you a Secure Tenancy or we may apply for a court order to evict you. The court will usually give grant a possession order where you are an Introductory Tenancy.

31.13 If you do not carry out any repair or maintenance that you are responsible for, such as internal decoration or garden maintenance, or if we are not happy with any improvement you do, we will take the following action:

- We will write to tell you what repairs, maintenance or improvements you must do and when.
- If you do not do the work, we ask you to do within the set time, we may do it ourselves and charge you for the cost of the work.

#### **If we want to end your tenancy**

31.14 If you are a Secure Tenant and occupying your Home, we must first serve you with a Notice of Seeking Possession stating the grounds upon which we are seeking possession. Your tenancy can only be ended if:

- we prove one of the grounds for possession in the Housing Act 1985, and
- the court considers our actions reasonable and awards a possession order.

31.15 If we believe you have abandoned the property or stopped using it as your main or only home, your tenancy will no longer be a secure tenancy, and we will give you four weeks' written notice to quit. Your tenancy will come to an end after the four weeks' notice.

31.16 Abandoning the home could mean you may not be entitled to another home with us – for example, if you owe rent arrears or have damaged the property.

31.17 If you have left furniture and belongings in your Home, we may store these for a limited time to enable you to move them. We may charge you for this storage. We will try to contact you to arrange for the collection of your belongings but if we cannot contact you, or if you do not collect the belongings, we may sell them and use any money raised towards any of your unpaid rent or other charges, or we may otherwise dispose of them.

## **32. Extension of the Introductory Tenancy**

- 32.1 You understand that we may extend the Introductory Tenancy for a further six (6) months if you have behaved in an anti-social manner during the Introductory Tenancy or have not complied fully with the terms of your tenancy agreement.
- 32.2 At the end of the Introductory Tenancy (and any extension period to this, if applicable) your tenancy will automatically become a Secure Tenancy unless before that date we start court proceedings for possession of your Home to bring your Introductory Tenancy to an end because you have breached the terms of the Tenancy or conducted yourself in an anti-social manner.



## Section 7: End of the Tenancy

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### **33. Expiry of the Tenancy**

- 33.1 At the end of the tenancy, you must return your Home and the Contents to us in the condition required by this Tenancy.
- 33.2 You must also provide us with a forwarding address once the tenancy has come to an end.
- 33.3 If the property was occupied by a sole tenant who has no one who qualifies to succeed to the tenancy under clause 29 of this Tenancy then when that tenant dies the tenancy will end on the Monday following the tenant's death. We will allow their representatives and/or relatives reasonable time to clear the property of furnishings and belongings but we will make a charge for any time the property takes to clear after the end of the tenancy.
- 33.4 You must remove all personal possessions from your Home once the tenancy has ended including all free-standing furniture and appliances which are owned by you but not any items which form part of a fitted kitchen, bathroom, bedroom and are attached to your Home. If any of your personal possessions are left at your Home after the tenancy has ended, then you will be responsible for meeting all reasonable removal charges. We will remove and dispose of the items and the costs of any storage, removal and disposal will be recharged to you.
- 33.5 This Tenancy has been entered into on the date stated at the beginning of it.