



# Tenancy Agreement

This is a legal contract. It gives details of:

- Your rights and responsibilities as a secure / introductory tenant of South Holland District Council
- Our rights and responsibilities as your landlord.

This tenancy agreement makes you a:  
**Introductory Tenant / Secure Tenant**

Your tenancy starts on \_\_\_\_\_

If you are an introductory tenant, and we have not taken you to court to end your tenancy, you will become a secure tenant on \_\_\_\_\_

## Address of Property let by this Agreement

Address of property:

Details of communal garden  
(if applicable):

## Names of Tenants

This is a **Tenancy Agreement** between **South Holland District Council** as the landlord and **You**, the Tenant(s) known as:

Name	Date of birth	National insurance number
1.		
2.		
3.		
4.		

If this is a **joint tenancy**, the words 'tenant' and 'you' refer to each of you individually and collectively

## 1. Introductory tenancies

### 1.1 Introductory tenancies

When you were given this tenancy you will have been told whether you are a secure tenant or an introductory tenant. If you are an introductory tenant then please read this section carefully as it explains the special conditions that apply to you. If you are a secure tenant then please move on to section 3. If you are not sure then check the front of your tenancy agreement and this will tell you which kind of tenancy you have.

### 1.2 What is an introductory tenancy?

An introductory tenancy means that the first year of your council tenancy is a trial period. *If you break the terms of the tenancy during this first year then we will consider evicting you from your home. You will be given an opportunity to have your say.* If we then decide that we want to evict you, the court has to give us an order. This legal process is much quicker and easier than for standard secure tenancies.

### 1.3 What rights do introductory tenants have?

Introductory tenants do **not** have the same rights as secure tenants. You do **not** have the right to buy, the right to exchange, the right to take in lodgers, the right to carry out improvements or the right to claim compensation for improvements. You will get all these rights if/when you become a secure tenant. You **can** redecorate your home though, as long as you don't alter the layout of the property or remove any fixtures or fittings.

## 2. What this tenancy agreement is for

### 2.1 About the tenancy agreement

This document contains your rights and responsibilities as a tenant of South Holland District Council. Once you have accepted the tenancy and taken possession of the property stated on the front page you are then bound by the terms of this agreement even if you have not signed it.

### 2.2 You must live in the property as your main home

You must not sublet the whole or part of your home. You must occupy this property as your only or principle home. If you do not occupy this property as your only or principle home then you lose your tenancy rights and we have the right to apply to the court to get an order to end your tenancy.

### 2.3 The legal status of the tenancy agreement

This tenancy agreement is a binding legal contract on you and us. It does not remove any statutory rights that you or we might have in relation to your tenancy.

## 3. Definitions

When we use the words '**premises**' and '**home**' we mean the property let to you, including any fixtures and fittings, garden, hedges, garage, paved areas, carport, hard-standing, shed, outbuilding, fence or wall let with the dwelling.

When we use the words '**us**' or '**we**' we mean South Holland District Council  
When we use the word '**they**' we mean anyone living in or visiting your home.

The term '**housing officer**' is used to describe the person or persons employed by South Holland District Council to administer these tenancy conditions.

## **4. Joint tenancies**

### **4.1 About joint tenancies**

If you are joint tenants, the term tenant refers to each of you individually and collectively. This means that you are each responsible for keeping to this agreement. It also means that one of you can act on behalf of all of the joint tenants. In law, this is known as 'joint and several liability'. Where it is necessary for us to serve any notice on joint tenants the notice will have been properly served on all joint tenants if it has been served on all joint tenants or only one joint tenant.

## **5. How we can end your tenancy**

### **5.1 How we can end your tenancy**

You have a secure/introductory tenancy as long as you occupy the premises as your only or principal home. If you do not occupy the premises as your only or principal home, you lose your tenancy rights. If you remove most or all of your belongings from the property and do not respond to any notice that we then serve upon you, we may consider that you have surrendered that tenancy and change the locks.

However if there is a reasonable doubt about whether you have surrendered your tenancy or if you are still living in the property, then we can end your tenancy only by obtaining a court order for possession of the premises.

### **5.2 Introductory tenants**

If you are an introductory tenant the procedure for seeking possession is set out in sections 127 to 130 of the Housing Act 1996. If the court is satisfied that we have followed the procedure correctly we will automatically be granted a Possession Order. This procedure includes serving you with a Notice to end your tenancy and applying for a Court Order to seek possession of your home. We will also give you the right to ask for a review of the decision to seek possession of your home.

### **5.3 Secure tenants**

If you are a secure tenant this would be on one of a number of grounds listed in Schedule 2 of the Housing Act 1985 as amended by the Housing Act 1996. These grounds can include rent arrears, causing nuisance or annoyance in the area of your home, the condition of your home becoming unacceptable due to you neglecting your home, getting the tenancy by providing false information on your housing application. This list is not exhaustive.

### **5.4 Examples of problems that might lead to a notice being served on you:**

Where you have caused or allowed nuisance or annoyance to neighbours (by anyone living with or visiting you, including children), or have been convicted of using the premises for immoral or illegal purposes; or where you have caused or allowed racial or other harassment of neighbours.

Where you have caused or allowed (by anyone living with you or visiting you, including children), damage to the dwelling, furniture we have provided, or common areas used by other tenants.

You have obtained the tenancy by making false statements.

Not paying the rent or breaking any other clauses in this agreement.

## **6. Enforcement**

### **6.1 How we can enforce this tenancy agreement**

There are various actions we can take if you break the terms of this tenancy. We have listed the main ones for you but if you have any questions then contact your housing officer. Unless it is an emergency or an extremely serious breach of tenancy we will always discuss any problems with you before taking any action. We will always explain to you what action we are taking and why. If you receive any legal notices from us then you should get some independent advice from the Citizen's Advice Bureau, Shelter, Housing Aid or your own solicitor.

### **6.2 ABC – Acceptable behaviour contract**

Acceptable behaviour contracts are voluntary agreements entered into by someone who has been involved in anti social behaviour to help ensure that the same problems do not happen again. We often use them with younger people at a fairly early stage to help ensure that problems do not escalate to a more serious level and put the tenancy at risk.

### **6.3 ASBO – Anti social behaviour order**

ASBO's were introduced by Section 1 of the Crime and Disorder Act 1998. An ASBO is a court order which bans someone from carrying out certain types of behaviour. It is a legal order and if breached it has the power of arrest attached. It can be used instead of or alongside tenancy enforcement depending on the circumstances.

### **6.4 Demoted tenancies**

If you are a secure tenant and you or someone in your household behaves antisocially, we can demote your tenancy to a less secure type for a period of 12 months. This demotion would take away rights such as the Right to Buy and give you less protection from eviction. Should your behaviour not improve, then the Council can take action to end the tenancy and evict you. If your behaviour was to improve, then your tenancy would revert back to a secure one after 12 months.

The procedure for demoting secure tenancies is contained in the Anti Social Behaviour Act 2003.

### **6.5 Injunctions**

If we consider it appropriate, we may also use injunction proceedings to enforce the terms of this agreement.

### **6.6 Possession orders**

If you breach any of the conditions of this tenancy agreement we can ask the county court to grant us a possession order. If granted, this would end your tenancy, and would allow us to ask the county court to give us a warrant to evict you.

### **6.7 Postponed possession order**

We can also ask for a postponed possession order. This means that the possession order only comes into effect if you break the terms made by the court. Examples of such terms might be to pay a certain amount each week off a rent arrear or to stop causing noise nuisance.

**If you seriously or persistently break the terms of this tenancy you may end up losing your home. It can also harm your chances of getting another tenancy in the future. So please read the rest of this agreement to make sure you understand what is and is not acceptable behaviour. If you have any questions or you are**

**finding it difficult to keep to the tenancy agreement then please contact us. There are lots of ways we can help.**

## **7. Your rent and other charges**

### **7.1 You must pay your rent and other charges on time**

You must pay your rent and any other charges on time. You can pay weekly or at any other interval that fits with your circumstances as long as you pay in advance and do not fall into arrears. You can pay the rent in the following ways: direct debit, standing order, by post, by debit card over the phone on 0845 603 1714, at the offices, through Transcash at the Post Office, On-Line at [www.sholland.gov.uk](http://www.sholland.gov.uk) or through Housing Benefit. This list is not exhaustive.

### **7.2 Housing Benefit**

Housing Benefit is one of the ways you can pay your rent if you are eligible. If this is the case then we can help you to make an application. However, it is your responsibility to make sure that you have submitted the necessary claim and provided all the proof of income needed to process your claim.

### **7.3 Payment of rent by joint tenants**

If you are joint tenants, you are each responsible for all the rent and other charges including any rent arrears. We can recover **all** the arrears or rent and other charges owed for your home from any individual joint tenant.

### **7.4 Changes to the rent and other charges**

We may change other charges you pay, including (but not limited to) heating, cleaning, communal TV aerial charges, furniture, and parking. We will give you at least four weeks written notice. We may withdraw, or add and charge for extra services. When we do this, we will consult tenants before making a decision. We will then give you four weeks notice in writing of the new arrangements.

We may collect sewage charges payable to South Holland District Council and where this applies it is collected as part of the Rent and may be changed by us giving you written notice.

### **7.5 Arrears action**

If you are struggling to pay you may well be entitled to state benefits to help you pay and we can help with this. If you allow the arrears to build up, we will take further action. In the most serious cases this could even lead to county court proceedings and eviction from your home. **Please speak to us straightaway if you are struggling - do not leave it until the arrears build up.**

### **7.6 Advance Payments**

If you leave your current home and transfer to another of our properties, if there is a credit on your old rent account we will transfer the balance to your new rent account. If you leave your current home and move to another district and there is a credit on your rent account we will refund the balance to you.

## **8. Repairs**

### **8.1 You must report the need for repairs straightaway**

You must report any repairs, faults, damage or theft of our fixtures and fittings immediately to us.

### **8.2 Allowing us in to your home to carry out repairs**

You must allow us, or people sent by us, into your home to do repairs, other work, or to inspect the state of repair of your home or adjoining premises. All council staff, workmen or agents have identity cards. If you have any doubts about the identity of anyone who calls, contact us for advice.

### **8.3 Access to your home including in an emergency**

In some cases we, or people sent by us, may need to enter your home to inspect or carry out repairs that you have not told us about. We will normally give you a minimum of 24 hours notice in writing. **In the case of an emergency likely to cause personal injury or imminent damage to property, we may enter your home without notice.**

### **8.4 Failure to allow us access to your home**

If you obstruct access to your home, either directly (for example by refusing permission to enter or by cancelling appointments) or indirectly (for example by accumulation of furniture, personal effects, stored items or unhygienic conditions) then action can be taken against you.

If you do not allow the Council and its contractor's access to carry out such inspections, repairs and works, the Council will serve notice to gain access. If access is still not allowed, the Council will issue court proceedings to gain an order to allow access. You will be responsible for the costs of court proceedings if you deny or obstruct access unreasonably.

### **8.5 Gas Servicing & Smoke Detectors**

Once a year South Holland District Council have a legal duty to service the gas appliances within your home. You will be sent a letter telling you when your service will be completed. If you fail to allow access, or do not have credit on your gas and electric meters when they call to do the service, you will be charged for the costs of the call out every time the Engineers call at your property. If you continue to fail to allow access or fail to have credit on your meters then the Council will issue court proceedings against you to force entry into your home and you will be charged the costs of the Court Order.

South Holland District Council will be providing smoke detectors in all homes. If your home currently does not have a smoke detector then you must allow South Holland District Council contractors to install smoke detectors in your home. If you fail to do so then the Council will issue court proceedings against you to force entry into your home and force you to allow us to install the smoke detector. You will be charged the costs of the Court Order. You must also allow access to service the smoke detectors as required. If you fail to allow us access then the Council will issue court proceedings against you to force entry into your home and you will be charged the costs of the Court Order

### **8.6 Where access to neighbouring properties is needed**

If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.

### **8.7 Sharing information with our contractors**

Your contact information, including telephone number, will be given to contractors to arrange repairs when necessary. Where the work is sub contracted, the details will be passed to the sub contractor for the same purpose. The information will only be used for the purpose of arranging and progressing repairs, and not for marketing or any other purpose.

### **8.8 Taking care of your home**

You must take good care of your home, its fixtures and fittings. You must keep it in a clean, sanitary and habitable condition.

You must not keep flammable or dangerous materials, paraffin, petrol or bottled gases, such as those used in portable room heaters in your home without our written permission.

You must not damage, deface or put graffiti on your home or any part of our property or on any property not owned by the Council. You will have to pay for any repair or replacement arising from any damage caused to your home or any other property by your family, visitors, including children or lodgers

If you occupy a flat, you must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of any obstructions. This duty must be shared equally between all residents. Failure to comply with this obligation could result in us carrying out this work ourselves and re-charging you for the full cost.

You must not install any large fish tank(s) or other large pet enclosure(s) without getting written permission beforehand.

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

You must take out your own appropriate insurance to cover your fittings, contents and personal belongings against theft and damage.

### **8.9 Rechargeable repairs**

We will charge you for the costs of any works that are not due to fair wear and tear, or that is caused by acts of carelessness or neglect by yourself or anyone living with you or visiting you. If we believe that you or anyone living with or visiting you has deliberately vandalised your property then we may also treat this as criminal damage and report it to the police.

### **8.10 Damp and condensation**

If you report damp in your home then we will investigate. If the problem is caused by a leaking pipe, failure of an existing damp proof course or a roof leak then we will arrange repairs. If we believe the problem is condensation then we will provide you with advice on heating and ventilating your home to try to resolve the problem.

### **8.11 Your rights if repairs are not done**

You have the right to have qualifying repairs carried out which are our responsibility in the timescales shown in the Tenants' Handbook. Where you have reported the need for a qualifying repair and we have confirmed this by sending a receipt to you but where we have, without good reason, failed to carry out the repair within the timescale set out in the Tenants' Handbook you can request us to appoint another contractor to complete the repair at no cost to you. If the qualifying repair is not completed on time by the second contractor you will be entitled to compensation. This is calculated by the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations. Visit the Council Offices or telephone for details.

If you are going to take action against us then you should get some independent advice from the Citizen's Advice Bureau, Shelter, Housing Aid or your own solicitor.

## **9. Improvements (secure tenants only)**

### **9.1 Your right to carry out improvements**

You may make improvements, alterations and additions to your home, as long as you get our written permission and all other necessary approvals (for example, planning permission or Building Regulations approval) beforehand. You must make any request for permission to make improvements in writing to SOUTH HOLLAND DISTRICT COUNCIL, and provide plans or details of the proposed improvements.

We will refuse consent only if there is a good reason for doing so. We may give consent that includes reasonable conditions. If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this tenancy agreement under the Housing Act 1985.

### **9.2 Maintenance of improvements**

If you are a secure tenant and you have carried out improvements you must keep all such improvements and alterations in a good state of repair. It is your responsibility to carry out and pay for these repairs unless we have agreed, in writing, to do this.

### **9.3 Right to Compensation for Improvements**

If your tenancy is coming to an end, you may be able to get compensation for improvements you have made. You have the right to compensation for certain improvements, such as a new bathroom, kitchen and central heating. You have up to 14 days after your tenancy ends to make your claim. You will need to show the Council bills for work done. The Council will work out the amount of compensation and take the following into account: the original costs, any financial assistance to help make the improvements, the age of the improvements and the physical condition of the improvements at the time of the claim. The Tenants Handbook has more information about the Right to Compensation.

### **9.4 Unauthorised improvements**

You must not carry out alterations or improvements to your home, including its fixtures and fittings, without our written consent. This includes (but is not limited to) taking down walls, blocking up doorways, taking out or moving kitchen units or cupboards, changing windows, doors or frames, or work to the exterior of the property.

If you make an improvement or alteration to your home without our written consent, we may tell you to restore it to how it was before. If you don't, we may do the work and charge you for it. Failure to pay is a breach of this agreement.

## **10. Decoration (all tenants)**

### **10.1 Your responsibilities**

#### **You must:**

- (a) notify us promptly of any disrepair or defect at your home or the shared areas or in any installation to your home or in the shared areas which are our responsibility;
- (b) keep the inside of your home in good and clean condition and decorate all internal parts of your home as often as is necessary to keep them in good decorative order;
- (c) pay the total cost of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children. You have a duty to take reasonable care of your home and any shared areas internally and externally.
- (d) Charges for repairs done as a result of carelessness, neglect or wilful act will be made both during the tenancy and once the tenancy has ended, at the full cost;
- (e) pay for repair or replacement if damage is caused deliberately or by your own neglect. These charges will also apply if you have left your home, even if the charges have been identified after you have left your home.

### **10.2 Use of Your Home**

#### **You must:**

- (a) use your home as a private dwelling;
- (b) not carry out a trade or business or allow a trade or business to be carried out at your home without getting our written permission beforehand.  
You must obtain any necessary planning and other consents before asking for our permission. If our permission is given and the trade or business causes nuisance, annoyance, or disturbance to your neighbours, our permission will be withdrawn. Nuisance, annoyance or disturbance could be:
- (c) cause persistent or prolonged noise; have persistent or prolonged periods with large numbers of visitors or vehicles at the property;
- (d) not use your home, any shared area or the locality for any illegal, criminal, immoral or improper purposes;  
examples of illegal, criminal, immoral or improper purposes could include:  
The use, selling, or storing of illegal drugs; the selling or storing of stolen goods, prostitution and other criminal offences  
**These are examples only and are not exhaustive or exclusive**
- (e) not display any business advertisement, sign or notice on your home without getting our written permission beforehand, which may be withheld at our discretion.

### **10.3 Care of Your Home**

#### **You must:**

- (a) not put up any structures such as sheds, garages or pigeon lofts or external fixtures such as satellite dishes, television or radio aerials without getting our written permission beforehand and, where required, Planning Permission and/or Building Regulation approval from the Council;
- (b) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;

- (c) not to fit metal or security doors in place of doors provided by us without getting our written permission beforehand;
- (d) not tamper or interfere with equipment for the supply of services or other security and safety equipment. Shared area doors must not be jammed open and strangers must not be let in shared areas without identification.

**You will be held responsible for the unreasonable behaviour of every person (including children) living with you or visiting your home or locality. This applies whether you are aware of their behaviour or not.**

## **11. Community responsibilities (all tenants)**

### **11.1 Domestic violence**

You must not commit any form of harassment on the grounds of race, colour, religion, sex, 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.

SOUTH HOLLAND DISTRICT COUNCIL considers the following to be examples of harassment:

racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive, insulting letters or graffiti.

#### **You must:**

- (a) not inflict violence or threaten violence against any other person living with you, associated with you or living elsewhere;
- (b) not harass or carry out mental, physical or sexual abuse, or any behaviour which might be described as domestic violence or elder abuse, which makes anyone who lives with you leave the home;
- (c) not 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 at any place or at any time;
- (d) not play or allow to be played any radio, television, record, tape recording or musical instrument or operate any other equipment so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home.

**This list is not exhaustive or exclusive.**

### **11.2 You are responsible for anyone living with you or visiting you**

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

- a) in your home or on surrounding land;
- b) in communal areas (stairs, lifts, landings, entrance halls, paved areas, shared gardens);
- c) on the estate where your home is located, including the communal paths, parking, garage, shopping and play areas;
- d) in the locality of your home such as your nearest large town

You must ensure that they keep to the rules laid down in this tenancy agreement.

### **11.3 Reporting nuisance and harassment**

If you report any nuisance or harassment to us, we will take details of your complaint, investigate fully and keep you informed about what we are doing. You may be asked to complete Monitoring forms for us to help us gather evidence of your complaint. We will tell you when we are closing a case and why.

### **11.4 Nuisance, Annoyance, Disturbance or Harassment**

You (or anyone living with you or visiting your home or locality, including children) must not cause, or enter into any activity likely to cause, a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in your home or the locality of your home.

SOUTH HOLLAND DISTRICT COUNCIL considers the following to be examples of nuisance, annoyance or disturbance:

persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; storing unroadworthy cars, banger cars or rally cars; playing ball games close to someone else's home; discarding litter; throwing stones; use of air rifles and pellet guns.

**This list is not exhaustive or exclusive.**

### **11.5 Criminal offences**

You and anyone living in your home, or visiting you, (including children) must not commit an indictable criminal offence; threaten to commit an indictable criminal offence; or keep unlicensed firearms or any offensive weapon in your home.

### **11.6 Parking**

You must not park on your garden without having an approved hardstanding, access or dropped pavement. Approval means permission from us, the Highways Agency and planning consent from the Council (where required).

You must not:

- (a) keep more than 3 roadworthy cars at your property. If you wish to have more than 3 cars you must get our written permission.
- (b) dismantle, carry out major repairs, or leave any such vehicle, caravan, trailer or boat in a state of disrepair or dilapidation on your home or on any shared area without our specific permission. This permission may be withdrawn where it becomes apparent that it is causing a nuisance or annoyance and/or hazard to others;
- (c) park on grass verges, other landscaped areas or use estate car parks for any purpose other than parking;
- (d) obstruct access to any other property, service road or block access for vehicles by the parking of any vehicles by you, your lodgers or visitors;
- (d) keep an untaxed motor vehicle or trailer anywhere except in your garage or on your own personal driveway or hardstanding. You must provide us with a copy of the SORN paperwork from the DVLA to prove the car is officially off the road.

### **11.7 Commercial vehicles (including cars for racing)**

You and anyone living in your home or visiting you, (including children) must not park any commercial-type motor vehicle, any motor vehicle used for or being repaired for racing, or any motor vehicle or trailer awaiting repair anywhere on your premises, or in communal parking areas.

### **11.8 Fencing**

- (a) You must maintain any dividing fencing which is your responsibility to our satisfaction;
- (b) and not erect walls or fences or alter, move or interfere with existing boundary features or boundary fencing without getting our written permission beforehand. If you break this condition we may require you to return the boundary to its original state or we may do the work ourselves and charge you for it.

### **11.9 Pets and Animals**

Any pets and animals that you keep in your home must not cause damage to your home and/or a nuisance to your neighbours and/or their lawful visitors.

You must get our written permission if you wish to have more than 2 dogs and 3 cats at your property.

You must not keep pigeons, poultry, livestock, non domestic animals or any animals which require licensing without prior written permission from the Council.

### **11.10 Rubbish**

You must dispose of all rubbish and refuse promptly and properly and not allow rubbish or other waste to accumulate in or around your home.

### **11.11 Shared areas**

If you share any shared areas with other tenants you must:

- (a) keep them free from obstruction, rubbish and defacement;
- (b) not throw anything from any landing, balcony, corridor or window in your property or in the areas shared with other people; and
- (c) keep noise in shared areas to a reasonable level to avoid causing a nuisance to others.

### **11.12 Dealing with Council employees or their agents**

- (a) You must allow us, or anyone working for us, including contractors acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property.  
We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency to carry out repairs in your home, your neighbours home or other adjoining properties; and
- (b) If you do not allow the Council and its contractor's access to carry out such inspections, repairs and works, the Council will serve notice to gain access. If access is still not allowed the Council will issue court proceedings to gain an order to allow access. You will be responsible for the costs of court proceedings if you deny or obstruct access unreasonably.
- (c) You must not obstruct access to your home, either directly (for example by refusing permission to enter or by cancelling appointments) or indirectly (for example by accumulation of furniture, personal effects, stored items or unhygienic conditions).

## **12. General responsibilities (all tenants)**

You and anyone living in your home, or visiting you, (including children) must;

- (a) not keep or temporarily place a motorbike or any other motor vehicle inside your home or in indoor communal areas (including entrance halls, stairs and landings);
- (b) not keep a bicycle in indoor communal areas (stairs, lifts, landings, entrance halls);
- (c) not keep any animal, bird, reptile, or insect that does or is likely to cause a nuisance, or where appropriate levels of hygiene are not maintained; arrangements for the disposal of waste (including urine and faeces) must be to our satisfaction and must not cause damage, nuisance or inconvenience to any other person;
- (d) not keep any animal, bird, reptile or insect on the premises if action has previously been taken against you under the Environmental Protection Act 1990;
- (e) permanently remove from your home any animal, bird, reptile or insect that annoys, frightens or causes harm to other people, or causes damage to property;
- (f) not keep a dog if you live in flats, bedsits or maisonettes (including sheltered housing) without our written consent; (we will, in most cases, refuse consent unless you live on the ground floor and have a garden;) we will withdraw consent if the dog causes nuisance, damage, annoyance, harm or frightens other people;
- (g) not run a business from your home without our written consent; we will refuse consent if the business would cause a nuisance or might damage or reduce the value of your home;
- (h) not to erect an aerial or satellite dish anywhere in a block of flats without our written permission;
- (i) not to interfere with the gas and electrical supplies to the dwelling.

### **12.2 Overcrowding**

The law regarding overcrowding is contained in section 324 of the Housing Act 1985. Overcrowding is only allowed if it is due to natural growth of your family, or is temporary e.g. if someone comes to live in your home for a short time. You must not have other people to come and live with you if this will then make you statutorily overcrowded (as defined by the Housing Act 1985).

If you become statutorily overcrowded due to the natural growth of your family, you must tell us. We will then try to find you suitable alternative accommodation. Due to shortages in the supply of housing locally this accommodation may be with another landlord and may not be in your current locality.

### **12.3 Leaving Home Temporarily**

You must tell your housing office in writing if you will be away from home for more than a month. You must make sure your home is safe and secure while you are away. In the cold weather, you should turn off the water supply and drain the heating and hot water systems - make sure you get professional help if you are not sure how to do this.

### **12.4 Gardens**

**You must:**

- (a) maintain any garden which is part of your home in a good and tidy condition;
- (b) all trees, hedges, plants, shrubs and grassed areas at your home are your responsibility to maintain

- (c) you must not cut down or remove any tree or hedge (excluding pruning) at your home without getting our written permission beforehand;
- (d) you must not encroach on any property which has not been let to you. You must not allow anyone else to encroach on the boundaries of your home either and must report any attempted encroachment to us promptly.
- (e) If your garden is overgrown (and there is no good reason why you cannot do the work yourself. A good reason might be a period of short term physical illness, newly arising disability) we may clear it and charge you.

## **13. Tenant Involvement (all tenants)**

### **13.1 Policy changes**

You have the right to be consulted if we plan to change the way we manage your home, and we will give you the chance to tell us what you think about our plans. We will ask for your comments in various ways, including letters, personal visits and public meetings. We will consider all the comments we receive before making a decision.

The National Framework for Tenant Participation Compacts, which came into force in April 2000, extended this right beyond consultation so that you now have the opportunity and are encouraged to become directly involved in the decisions that affect your home and community. Please contact us for more details if you want to find out more.

### **13.2 Changes to tenancy conditions**

Before making any changes to the Conditions of Tenancy laid down in this agreement, we will consult tenants using a variety of methods. We will give full consideration to any comments received. We will then give you at least four weeks notice of any changes before bringing them into force.

### **13.3 Complaints**

If you are unhappy with any aspect of our service then please contact the officer who originally dealt with you as things can often be sorted out at this stage. However if you remain unhappy, we have the Council's complaints process that you can use. If you are still unhappy after that then you can contact the local government ombudsman. You can also contact your local ward councillor or your local MP. Full details of this whole process and contact details are available at any council office or library, as well as on our website.

### **13.4 Changes to rent and other charges**

The law does not require us to consult you about changes to your rent or the service charges you pay. However, we will give you at least four weeks written notice before bringing any such changes into force.

### **13.5 Tenant and resident associations**

You have the right to start or join a local residents group. Your local group can make your views known to us and we can take these into account when we are putting together our policies and procedures. Ask your housing officer for details about groups in your area or about how to start one.

### **13.6 Council meetings**

Under the Council's rules and regulations you have the right to go to most meetings of the Council or its committees as an observer. These are meetings of councillors who decide how Council services are run. You can get copies of the agendas and minutes.

You have the right to speak on an issue at the relevant Committee meeting provided you meet certain criteria. You must obtain written permission **before** the meeting. You can obtain details on how to do this from the Member Services Manager at our Offices.

### **13.7 Access to personal records**

You are entitled, under the Data Protection Act 1998 to inspect personal information held on you in the housing files. We will provide photocopies of this information on request. We may make a charge of up to £10 for this. We will provide you with a copy of any such information we hold within forty-two days of your request in writing. You may have other rights under that Act in relation to your personal data, which we will honour.

**You are entitled to check information you have provided in connection with your housing application free of charge.**

### **13.8 Access to public information**

Under the Freedom of information Act, you can ask any public body, including us, for information that they hold on any subject. Your application needs to be in writing, giving your name and address and what information you are looking for. We then have 20 working days to reply. There are some legal reasons why we might not be able to agree your request and if these apply we will write to you and explain these.

### **13.9 Sharing your personal details with other organisations**

We may share the details we hold about you with our partner organisations such as (but not limited to) the police, welfare benefit agencies and the inland revenue for the prevention and detection of fraud and other crime. In doing so, we will comply at all times with the requirements of the Data Protection Act.

## **14. Joint Tenancy Rules**

### **14.1 Applying for a joint tenancy**

As your circumstances change you might decide that you want to apply to have a member of your household as a joint tenant with you. It can be good to share the responsibilities of your tenancy with someone you trust. However if things later go wrong, a joint tenant could leave the property and end the tenancy - potentially leaving you without a home. **So you need to seek your own legal advice before you decide you want to apply to have someone be a joint tenant with you.**

### **14.2 Who can be a joint tenant?**

If you want to have someone apply to be a joint tenant with you, that person must have been part of your household for the previous twelve months and/or your partner and/or be married to you and/or be a civil partner with you.. That person needs to be eligible to be given a tenancy by us, so we will need to see proof of a right to reside in the United Kingdom and we will need to be satisfied that person does not have any interest in any other property - for example a tenancy, lease or ownership - full or partial - of any other property.

### **14.3 When we might refuse a joint tenancy**

We will normally refuse applications from a person wishing to become a joint tenant with you if in the last five years they have done anything that would have been a serious breach of these tenancy conditions. Examples of such behaviour include (but are not limited to) persistent anti social behaviour, threats, abuse or physical harm to any member of Council staff, and rent arrears with us or any other social landlord.

We may also refuse a joint tenancy if there has been a previous succession or your tenancy has gone from a joint to sole tenancy previously.

#### **14.4 What happens if the relationship between joint tenants breaks down?**

From our landlord point of view all joint tenants have an equal claim to the tenancy and we cannot take sides. Even if you can agree between you which of you is going to remain in the property you should get your own legal advice. If you cannot agree then independent legal advice is even more essential.

### **15. Assigning your Tenancy**

#### **15.1 Assigning your tenancy**

You can assign your tenancy (give it to someone else) only in the following cases and you must get our written permission beforehand:

- (a) If you are a secure tenant and you want to do a mutual exchange. This is subject to the rules in Section 92 of the Housing Act 1985. You must get our written consent first.
- (b) Under Section 24 of the Matrimonial Causes Act 1973. (property adjustment orders made in connection with matrimonial proceedings).
- (c) Under section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, etc).
- (d) Under paragraph 1 of schedule 1 to the Children Act 1989 (orders for financial relief against parents).
- (e) To someone who could succeed to your tenancy if you died. If you are a secure tenant this right is given to you by Section 91 of the Housing Act 1985. If you are an introductory tenant this right is given to you by Section 134 of the Housing Act 1996.

You cannot assign your tenancy to someone else in any circumstances other than those listed here.

#### **15.2 Mutual exchange (secure tenants only)**

If you are a secure tenant you have the right to swap your home (called an 'exchange') with another tenant of the council, a housing association or another council. This is known as an assignment. You must obtain our consent in writing first.

We may refuse consent under any of the Grounds listed in Schedule 3 to the Housing Act 1985. These include (but are not limited to):

- (a) one of the homes would be too small for the new tenants;
- (b) we are taking legal action to get possession of the home of any of the tenants involved; or we already have a possession order;
- (c) the exchange would mean that a home adapted for elderly or disabled people would have no-one living there who needed the adaptation;
- (d) one of the homes is in a group that we let to people with special needs and the exchange would mean that no one living there had such a need;
- (e) the extent of the accommodation in one of the homes would be unsuitable for the new tenants - it would be too large for the household moving in.

We also set certain conditions that you must meet before the exchange can go ahead. These include (but are not limited to):

- (a) you must not owe any rent or be in breach of any of the terms of this agreement;
- (b) your home and garden must be in good condition;

- (c) if you have made improvements or alterations without our written agreement, or in our opinion, you have done these in an unsatisfactory way, we may ask you to return your home to how it was before. Alternatively, we may take other action that we consider to be appropriate.

**If you exchange without our written agreement, we may take legal action to evict you and anyone living with you.**

### **15.3 Assignment to a potential successor**

You are allowed to assign your tenancy to someone who could succeed to your tenancy if you died. Your housing officer can give you more details and can help you draw up the deed of assignment. If you assign your tenancy in this way, all your tenancy rights and responsibilities pass to the person to whom you have assigned. You would have no tenancy rights and they would be entitled to ask you to leave. The assignment also uses up the right of succession, so they would not be able to pass the tenancy on to anyone in the event of their death. We therefore advise you to get some independent advice from the Citizen's Advice bureau, Shelter, Housing Aid, your own solicitor or a housing law centre before deciding to assign your tenancy in this way.

## **16. Death of the tenant**

### **16.1 Joint Tenancy**

If this a joint tenancy, and one of the tenants dies, the tenancy will pass automatically to the remaining joint tenant. This is known as a 'succession'. When both joint tenants have died, there is no further right of succession. Your housing officer can give you more information on the rules of succession.

### **16.2 Succession**

If you are a secure tenant the Definition of Successor is given in Section 88 of the Housing Act 1985. If you are an introductory tenant it is in Section 131 of the Housing Act 1996. Ask your housing officer if you want more details.

On your death, provided that you were not a successor, the following may apply:

- (a) The tenancy may pass to your partner/matrimonial partner/civil partner, as long as he or she was living with you at the premises as his/her only or main home at the time of your death
- (b) If the tenancy does not pass to your partner, husband/wife, or civil partner, it may pass to another member of your family as long as he or she has lived with you and your home was his or her only or principal home **and** he or she lived with you throughout the period of twelve months ending with your death. Another member of your family means your partner, a parent, child, grandparent, grandchild, brother, sister, uncle, nephew, or niece.
- (c) If there is more than one member of your family qualified to succeed to the tenancy, they should agree between them which of them shall claim it. If they cannot agree, we will decide which of them shall have the tenancy. We will usually give preference to your partner (including same sex partners)
- (d) We cannot grant joint tenancies in succession cases.

You are a successor if:

- you were a joint tenant and have become the sole tenant
- you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;
- you gained this tenancy as a result of a court order relating to matrimonial proceedings and your partner, husband/wife, or civil partner was a successor; or

- you gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant

**There can only be one succession on a tenancy.** For example, if a married couple held a joint tenancy and one passed away then the sole tenancy of the remaining tenant would be classed as a succession. An adult child of the couple could not then apply to take over the tenancy when the sole tenant passes away as there has been a previous succession.

### **16.3 Moving to smaller accommodation**

We reserve the right to seek possession if succession results in under-occupation. We will not do this if your partner, husband/wife, or civil partner has succeeded to the tenancy. In other cases we will not do so for at least six months and we will offer alternative accommodation.

### **16.4 Specialist housing**

We also reserve the right to seek possession if your home has special features for a person with disabilities, or the home is one of a group of dwellings we let to people with special needs and there is no longer someone who needs these facilities living on the premises. In such cases we may, at our discretion, offer alternative accommodation.

### **16.5 No succession right**

If no one succeeds to the tenancy, or we feel it inappropriate to grant the tenancy to the remaining person, we will require the property to be returned to us. We may at our discretion provide alternative accommodation to the remaining person(s) provided they can demonstrate that they are in housing need according to our allocations criteria.

## **17. Leaving Home and Ending Your Tenancy**

### **17.1 Written notice required**

You must give us at least **four weeks** notice if you want to end your tenancy. This notice must be in writing and the four weeks must end on a Monday at noon. This is called giving us 'Notice to Quit'. Your housing officer has Notice to Quit forms that you can fill in. We can, at our discretion, agree a shorter notice period in exceptional circumstances so please let us know if you are experiencing any difficulties around the 4 week notice period.

### **17.2 Withdrawing your notice to quit**

Once you have given us notice to quit it is legally binding and you cannot withdraw it. If you change your mind and want to stay, we will have to decide whether to give you a new tenancy of your home. We will base our decision on:

- (a) whether the property will be larger than you need and/or suitable for your needs;
- (b) how well you conducted your tenancy;
- (c) whether there is any existing breach of tenancy conditions, including rent arrears;
- (d) your housing need

### **17.3 Handing in the keys**

You must hand all keys into the Council Offices, Priory Road, Spalding, Lincolnshire PE11 2XE by 9.00am on the Monday your tenancy ends. If you do not, we will change the locks. We will charge you for this.

#### **17.4 Property inspection**

You must arrange for us to inspect your property before you move out. We will tell you what repairs and redecoration you need to do before you go. We do not expect to have to spend any money getting your property ready for the next tenant to move into, except for fair wear and tear.

#### **17.5 Viewings for prospective tenants**

You must allow prospective new tenants to view your premises before you move out. We will accompany them and will give you reasonable notice. We will take into account your working and other similar commitments.

#### **17.6 Rechargeable items**

You are responsible for the condition and state of repair of your property, except for fair wear and tear. You are responsible for any damage, deterioration or poor cleanliness whether caused by yourself or any other person (including children). Please remember that:

- (a) You must leave your home in a clean condition when you move out. If you do not, we will arrange for it to be cleaned and will charge you for this.
- (b) You must leave the premises, its decorations, the fixtures, fittings and any furniture we have provided in good condition. Do not leave any rubbish or belongings behind - if you do we will assume that you do not want them and we will dispose of them. You will have to pay our costs of getting rid of such items.
- (c) You must pay for repair or replacement if any damage has been caused while you have been the tenant, whether caused deliberately or through neglect or carelessness by yourself or any other person, including children. You will not have to pay for normal wear and tear.
- (d) You must remove all floor coverings from all rooms except those that belong to the Council such as kitchen and bathroom floor tiles. If you are unsure about what to remove please ask your Housing Officer on the Property Inspection.
- (e) You must not leave anybody else living in your home when you move out.

#### **17.7 I need a move**

If you have an urgent need to move to alternative accommodation then you will need to provide evidence of that need so we can consider whether we are able to assist you. If your need is not urgent then we can advise you about alternatives such as (but not limited to) mutual exchange, low cost home ownership and private rented housing.

#### **17.8 The right to buy**

If you were a secure tenant before 18 January 2005 or were a secure public sector tenant before 18 January 2005 (and you have been a public sector tenant since that time) you have the right to buy your home once you have spent at least two years as a public sector tenant. In any other circumstances, you do not have the Right to Buy until you have spent at least five years as a public sector tenant.

If you are eligible for the right to buy, you will be entitled to a discount based upon how long you have been a public sector tenant, and whether you are purchasing a house or a flat. The discount ranges from 32% to 60% if you are buying a house, and 44% to 70% for a flat, subject to a maximum set by the Government.

If you buy a flat, we will continue to own the freehold and be responsible for various items, such as repairs to the structure and exterior of the property, as well as services such as the door entry system. You will have to contribute towards these items through an annual service charge.

## Start of the Tenancy

The tenancy is **weekly** and starts on

Please note the first week's rent is due on that day

## Rent

The full gross rent payable is £ per week

This is due in advance on the **Monday** of each week

The gross rent may include **other charges**. If so we will inform you of these.  
This may include (but not limited to): heating/service charges/furniture/separate garage, etc

**This is a legal contract** - only sign it if you wish to be bound by its Terms and Conditions

## Agreement

I/We confirm that the information given in my/our application is still correct.

I/We have read this Agreement and understand my/our rights and responsibilities

I/We have been given a copy of this Agreement

**Delete  
this if  
it does  
not  
apply**

I/We agree that I/ We owe to the Council rent £  
arrears of  
From my/our previous  
tenancy at:

and agree that all payments made from the start of my/our new tenancy  
may be used to repay these previous arrears until the debt has been paid in  
full

I/We agree to accept the tenancy of:

on the Terms and Conditions set out in this agreement

Signature(s)

1.

3.

2.

4.

Signed for **South Holland District Council**

Housing  
Officer  
(please PRINT  
name)

Date

Utility Meter Readings at: \_\_\_\_\_

Electric: \_\_\_\_\_

Gas: \_\_\_\_\_

Tenancy no:  
Payment ref: