

Castle Point Borough Council- Terms and Conditions of Tenancy

By signing this agreement, you are entering into a legally binding agreement with us.

This agreement tells you what we expect from you as our tenant and what you can expect from us as your landlord.

DEFINITIONS

The Property Your home and any land for which you pay rent

Introductory Tenancy An introductory tenancy will last for 12-month period but can be extended by us for a further 6 months if appropriate. We can bring the tenancy to an end by serving a notice of proceedings to end the introductory tenancy or extend for a further 6 months. At the end of the 12-month or the 6 months extension period, the tenancy will automatically become secure.

Secure Tenancy A secure tenancy gives you the right to stay in your Property for as long as you do not break the rules of your tenancy. We may seek a Possession Order if you break any of the terms and conditions of your tenancy. We can only bring this right to an end by obtaining a Possession Order from the court. Your tenancy will only remain secure if you occupy your Property as your only or principle home. If you do not do this, the tenancy may continue but will be non-secure.

Demoted Tenancy The court may grant a demoted tenancy if it is satisfied that you have acted in a way which causes nuisance and annoyance to others or have used your Property for unlawful purposes. Your secure tenancy ends and is replaced with a demoted tenancy for a specified period. With a demoted tenancy, you can be evicted more easily, and you lose many of the rights of a secure tenant (for example, the right to sub-let part of the property, the right to assign, the right to buy and the right to make improvements).

Agreement This tenancy agreement a written contract between you (Tenant) and the Council

Council Castle Point BC

Tenant/You/Your The person(s) to whom we have granted the tenancy. If you have a joint tenancy, 'the tenant' includes all joint tenants named on the front page of this agreement. Joint tenants have a shared interest in their home for the whole of the tenancy. Each joint tenant is wholly responsible for the entire Total Weekly Payment. This means that if one joint tenant does not pay their share, the other(s) will have to make up the difference.

Total Weekly Payment	Your weekly rent together with all other charges relating to your occupation of the Property (e.g. previous tenancy rent arrears, service charges, heating and water charges, charges for the use of a garage or television licences) as set out on the front page of this Agreement, as varied from time to time in accordance with this Agreement and our statutory powers.
Signing Tenancy Agreement	Upon signing this tenancy agreement, You enter into a legal contract with the Council and agree to become a Tenant of the Council.
Schedule 2 Debt	This is a debt held over from a previous tenancy that You are responsible for and added to your new tenancy. You will be required to agree and sign a repayment plan separate to the Tenancy Agreement.
Communal Areas	These include shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading from or to your home. Grassed, cultivated, drying and play areas, forecourts and other shared areas within estate or block boundaries. This list is not exhaustive.
Household	This includes anyone living in your home.
Fixtures & Fittings	Means all Council supplied appliances and furnishings provided with the Property including installations for supplying water, gas and electricity.
Sub-let/Lodger	You may sub-let part of your property and take in a lodger, so long as the Property remains your only or principal home.
Possession Order:	An order made by the court giving the Council the right to take your Property away. This will only be granted if we prove one of the grounds set out in the Housing Act 1985 (Schedule 2) or Absolute Ground in the Anti-Social, Crime & Policing Bill 2014, and the court thinks that it is reasonable to make an order.
Notice of Seeking Possession	This is a legal notice we must serve if we want to bring your Secure Tenancy to an end. It will give you at least four weeks' notice that we intend to apply to Court for a Possession Order (except in cases based wholly or in part on nuisance/criminal activity or domestic abuse) and it will inform you of our reasons (grounds) for doing so.
Notice to Quit	If your tenancy ceases to be a secure tenancy otherwise than by a demotion order (e.g. because you are no longer occupying it as your only or principal home) we can bring it to an end by serving a Notice to Quit. This will give you at least four weeks' notice. When it expires, you will have no further right to remain in the property and will be treated as a trespasser. This is our first step to eviction until we obtain a Possession Order from court.

Section 128 Notice

If you have an introductory tenancy, we must service a s128 notice on you before we bring court proceedings to bring your tenancy to an end. It will inform you of our intention to bring proceedings and our reasons for doing so, and you will have a right to request a review of our decision. The court have very limited ability to refuse to make a Possession Order if we do bring proceedings.

Section 143E Notice

The is the type of notice we will serve to bring your tenancy to an end if you have a demoted tenancy. It will inform you of our intention to bring proceedings and our reasons for doing so, and you will have a right to request a review of our decision. The court have very limited ability to refuse to make a Possession Order if we do bring proceedings.

SECTION 1 - GENERAL TERMS

1.1 Introductory Tenancy

This Agreement creates an introductory weekly periodic tenancy unless clause 1.2 applies.

The introductory tenancy will continue until 12 months after the tenancy was signed or commenced (whichever is the later) unless we have served a notice of extension to extend the introductory tenancy period for a further 6 months or issued you with a Section 128 Notice (see 'Definitions' above).

Where we intend to extend the introductory tenancy period, we will serve a notice of extension at least 8 weeks prior to the 12 months anniversary date. This will explain the reasons why we have taken this action. You will have the right to request a review of that decision; more information will be provided should this take place.

Where we intend to end an introductory tenancy, we will serve a Section 128 Notice giving at least 28 days' notice of our intention to commence legal proceedings and the reasons why we have taken this action. You will have the right to request a review of that decision; more information will be provided should this take place.

Provided we have not taken steps to extend the introductory tenancy or issued you with a Section 128 Notice, this introductory tenancy will become a secure periodic tenancy on the first day of the 12-month anniversary of the signing or commencement of the tenancy (whichever is later).

1.2 Secure Tenancy

Where you are a secure tenant or an assured tenant of a registered provider immediately prior to the start of this tenancy, and/or you are a sheltered housing tenant then clause 1.1 will not apply and this Agreement creates a secure periodic tenancy. Your tenancy will also become secure at the end of the 12-month introductory tenancy, subject to any extension of possession proceedings, as set out in the section above.

You will remain a secure periodic tenant so long as you occupy the Property as your only or principal home, you do not sub-let the whole of the Property or otherwise part with possession and provided the court does not grant a demoted tenancy.

We can end your tenancy by obtaining a Possession Order from the Court on one of the grounds in Schedule 2 of the Housing Act 1985 (as amended or replaced from time to time), or under the absolute ground of the Anti-Social Behaviour, Crime and Policing Act 2014.

If you cease to occupy the Property as your only or principal home, or if you sub-let the Property or otherwise part with possession, your tenancy may continue but will be non-secure. This means that we can terminate your tenancy by serving a Notice to Quit (see 'Definitions').

If you are a joint tenant, you will remain secure periodic tenant so long as at least one joint tenant continues to occupy the Property as his/her only or principal home, even if you move out of the Property.

1.3 Basis of The Tenancy Agreement

This Agreement contains the rights and responsibilities which apply to You and the Council. The rights and responsibilities apply to You, Your Partner, Your Children, Relatives, friends and any other person living in or invited to the Property. Every Council Tenant is bound by the rights and responsibilities as contained within this Agreement.

This Agreement gives You the right to live in the Property without interference or interruption by the Council subject to clause below.

The Council may interfere or interrupt your right to live in the Property in the following circumstances, where:-

- in breach of this tenancy agreement.
- access is required to inspect the Property or to carry out repairs or other works to the Property or adjoining Property in accordance with the terms of this tenancy agreement.
- the Property requires major repairs or redevelopment.
- the Property is no longer used as your only and principal home.
- any other reason within the terms of the Housing Act 1985, Housing Act 1996 or any other current or future relevant legislation.

1.4 Total Weekly Payment

The Council may increase or decrease the rent by serving the Tenant with 4 weeks written notice. The notice will specify the net rent (exclusive of other charges) and the date on which it will take effect.

We will usually increase the basic rent element of the Total Weekly Payment with effect from the first Monday of April each year but reserve the right to increase on another date. We can reduce the Total Weekly Payment at any time.

1.5 Altering the Tenancy Agreement

Apart from changes to the Total Weekly Payment, or any change in legislation, which may affect the way this Agreement applies, the terms of this tenancy may also be changed as set out in section 102 of the Housing Act 1985;-

- a) by agreeing the changes with you; or

- b) by following the procedure set out in section 103 of the Housing Act 1985. This requires us to give you notice of proposed changes and give you the chance to comment on them. We will consider any comments you make before we vary the agreement in this way.

1.6 Right to Set-Off

If we are entitled to charge you costs or you are obliged to reimburse costs we have incurred under the terms of this Agreement (for example where we have had to do repairs, or where you owe us arrears of rent and/or other charges or court costs), we can set those costs against any money we owe you (for example by way of compensation for a breach of our obligations under this Agreement). This is known as the right to set-off.

1.7 Previous Tenancy

This clause applies where immediately prior to the grant of this tenancy you were a sole tenant in another property owned by us ('the previous tenancy'), and the previous tenancy had not already been terminated. It also applies, if this is a joint tenancy, where all the present joint tenants (and only those persons) were also joint tenants in another property owned by us, and that previous tenancy had not already been terminated. If You (and the other joint tenants if applicable) hereby surrender, and we accept your surrender of, the previous tenancy with the intent that the previous tenancy will from the date of this Agreement absolutely cease and determine. Nothing in this clause will prevent either party taking legal action in respect of any breach of the terms of the previous tenancy.

1.8 Previous Tenancy Arrears

Any Arrears of rent and/or charges under a Previous Tenancy held by You, will be known as a Schedule 2 Debt. These arrears are included as rent lawfully due under this Agreement, save that you agree to repay those arrears in accordance with the repayment schedule you have signed and agreed with us and now set out as (Total weekly payment) above. If You breach the repayment schedule, we may issue possession proceedings against You for breach of your tenancy Agreement.

1.9 Service of Notices

Any notice given by the Council to you will be deemed to have been properly served on you if:

- a. we hand the notice to you personally; or
- b. post the notice by hand through the letter box of your Property; or
- c. Send it to your Property by first class post; or
- d. Send the notice to the last known address we have for you.

Any notice given by You to the Council will be deemed to have been properly served if:

- a. you hand the notice personally to the Council's offices; or
- b. posted to the address.

**Housing Services
Castle Point Borough Council,
Council Offices,
Kiln Road,
Benfleet,
Essex
SS7 1TF.**

Please send it recorded delivery.

1.10 Data Protection

The General Data Protection Regulations came into force on 25 May 2018. These regulations set out what to expect when Castle Point Borough Council (CPBC) collects personal information on you. If you would like further details they are set out in our Privacy Notices on our website at www.castlepoint.gov.uk/info-governance . Alternatively, hard copies are available if requested.

The council will use the information you give to the Council to provide a housing service to you. The Council delivers a range of services for the benefit of you and the local community. The personal information you provide may be shared between Council departments and other agencies where we are legally required to do so.

We may also need to share your information with a third party, such as a contractor, for them to provide the service you have requested. However, the Council requires any third parties to abide by the Data Protection Act 1998 when they process your data on our behalf and to follow our procedures or instructions. Your information will be held and disposed of in line with the Council's Document Retention and Disposal Guidance. These documents can be provided to you, if requested.

SECTION 2 – WEEKLY PAYMENTS

- a. The Total Weekly Payment (see 'Definitions' above) is due in advance on the Monday of each week. You must pay it in full and on time. You must not allow your account to fall into arrears.
- b. You must pay your rent, inclusive of any other charges relating to your Property as noted in this Agreement, or that You become liable for at any point in the future, for as long as these charges are payable to the Council.
- c. Your weekly rent and other charges included in the Total Weekly Amount are due each week as of the Monday. If you pay rent by weekly direct debit, we will currently collect this on a Monday. If you pay your rent monthly by direct debit, we will collect this on the first day of the month, unless this falls on a weekend whereby we will collect it on the following Monday. If you pay your rent by standing order, you must pay your rent on every four weeks on a Monday for the four weeks to come.
- d. Our preferred payment method is direct debit, as it is the most convenient and cost-effective method of collection, however a full range of payment options are available as detailed:
 - I. Standing Order
 - II. On-Line Payments
 - III. Over Telephone
 - IV. Post Office
- e. If you are receiving Housing Benefit/Universal Credit (or other such payments) from the government to help you pay your rent and other charges, you agree to make sure we receive the benefit/credit on or before the date your rent is due. You are responsible for telling the relevant authority promptly if your circumstances change in a way that may affect your entitlement to benefit/credit.
- f. You must pay in full and on time.
- g. You must keep to any payment agreement for any current arrears and/or Previous Tenancy arrears as set out in Schedule 2 agreement.
- h. You must not allow your account to fall into arrears.
- i. Joint Tenants are jointly and severally liable for rent and all other charges.

SECTION 3 - OUR RESPONSIBILITIES

3.1 Repairs, Maintenance & Improvements

We will keep in good repair the structure and exterior of the property in accordance with our legal responsibilities and our Repairs Policy.

We will keep Communal Arears in reasonable repair, and these common entrances, halls, stairways, lifts, rubbish chutes and any other parts of the building (including any installations for the supply of water, gas and electricity) in good repair and fit for use by the Tenant and any other occupiers and visitors. Including external painting as part of the Council's planned maintenance programme.

We will keep in good repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity. In addition, we will keep the following in good repair:

- a) Basins, sinks, baths toilets, flushing systems and waste pipes.
- b) Cleaning and/or clearing of drains and drain gully traps.
- c) Electric wiring including sockets and switches.
- d) Gas pipe and water pipes
- e) Internal walls, internal doors and frames, internal door furniture, floors and ceilings.
- f) Chimneys, chimney stacks and flues.
- g) Pathways, steps or other means of access.
- h) Integral garages, stores and outbuildings.
- i) Boundary walls and fences as defined in our Fences Policy. Replacement fencing will be at our discretion and may be different in type and height to the original fences.
- j) Internal and external glazing and window furniture.

You must notify us promptly if any repairs are needed to the Property or Communal Areas;

- a. which is our responsibility;
- b. repairs which are needed;
- c. damage which has been done;
- d. faults (in your home or in Communal Areas); and
- e. damage or health and safety risk.

3.2 Damage

We do not have a duty to carry out repairs which are necessary as a result of wilful damage or neglect by you, your household or your visitors.

- a. You must pay the full cost of repairing, redecorating or replacing any part of your Property or our fixtures and fittings that have been damaged because of something you (or your household or visitors) have done or failed to do.
- b. You must take all reasonable steps to prevent fire, water, storms or frost damaging your home, including condensation/damp if found to be caused by

lifestyle and not a direct building defect. If damage happens because you have not acted, you must pay the cost of repairing that damage.

- c. You (and your household and visitors) must not damage shared areas.

NOTE: If it is clearly established that any damage, blockage or other reason for repair has been caused by the deliberate or negligent act of the Tenant, the Council may charge the Tenant for the costs of the repair/cleaning/clearing.

SECTION 4 - YOUR RESPONSIBILITIES

4.1 Basic Terms

You agree to take possession and occupy the Property from the commencement date of the tenancy as your only or principal home and not to assign your tenancy without our permission, part with possession of the Property, or sub-let the whole.

To use the Property for residential purposes only and notify the Council if any other Property is owned.

Your Property must be your only or main home. You must not have interest in any other property you and your household could live in.

You must not operate any business at the Property without the written consent of the Council, such consent not to be unreasonably delayed or denied.

You must not leave the Property unoccupied for more than 28 days without providing the Council with reasonable written notice and contact details of a person who will be responsible for your property in your absence.

If your period of absence is between 1 November and 30 April, you must make sure you have taken reasonable precautions to prevent the water systems from becoming frozen.

If there is a leak or flood while you are away, you will have to pay the cost of repairing it and any other work involved.

You must, when we ask, tell us about any changes in your household particularly when people join or leave. We need to know their ages, and their relationship to you (for example, partner, spouse or children)

4.2 Tenant Behaviour

You are responsible for your behaviour as well as that of any joint tenant(s), all members of your household, any lodgers or sub-tenants and all visitors, including children to the Property and surrounding area. A breach of this Agreement by any of those persons will be treated as a breach by you.

4.3 Tenancy Fraud

You must not carry out or commit any fraud related to your occupation of the Property. Action will be taken if it is discovered that an incident of tenancy fraud has occurred, which may include criminal proceedings or seeking a Possession Order.

We may carry out additional checks and audits, to enable us to prevent and detect tenancy fraud. You are expected to cooperate with our enquiries and may include providing identification documents, plus other information that we request. Allowing us to carry out home inspections and data sharing with other agencies.

4.4 Anti-Social Behaviour

This tenancy is granted to you in reliance on your promise to us that in respect of any previous accommodation occupied by You, whether provided by us or not, you, other occupiers of that accommodation or visitors to that previous accommodation have not been subject to court proceedings relating to anti-social behaviour, harassment or nuisance.

In so far as any such court proceedings have been started, you have declared them to us prior to you signing this Agreement. If we find out that you have not made full disclosure of any relevant information under this clause, this will be treated as a breach of this Agreement and we may take steps to end the tenancy including applying to the court for a Possession Order or an order forbidding you from causing a nuisance. If our application is successful, we will ask the court to order that you pay our costs.

You agree not to cause or allow members of your household, visitors or any other persons to cause a nuisance or annoyance to neighbours or anyone in the local area. This includes any of our tenants, agents, Council staff, councillors or contractors.

You agree not to use the Property for any criminal, illegal or immoral purpose. If you or members of your household or visitors are prosecuted for a crime, then it is likely that we will take steps to end your tenancy.

You agree not to threaten to commit, or allow members of the your household or visitors to threaten to commit, any form of harassment on the grounds of race, colour, religion, gender, sexual orientation or disability which may interfere with the peace and comfort of or cause offence to any other person (including other members of the household, Neighbours, anyone living in the Local area, Council staff, contractors working on behalf of the Council and Councillors).

You agree not to threaten or commit violence or allow members of the Tenant's Household or visitors to threaten or commit violence towards any other person (including other members of the household, Neighbours, anyone living in the Local area, Council staff, contractors working on behalf of the Council or Councillors).

You agree not to be or allow members of the Tenant's Household or visitors to be, aggressive, threatening, verbally abusive, or use intimidating behaviour when interacting with Council staff or contractors working on behalf of the Council or Councillors.

Anti-social behaviour includes, but not exclusively, the following: -

- a. Violence (actual or threatened)
- b. Hate-related incidents
- c. Criminal activity
- d. Drug and alcohol abuse
- e. Prostitution
- f. Dealing in drugs

- g. Using or threatening to use violence
- h. Harassment
- i. Excessive and unreasonable noise nuisance
- j. Becoming a member of a gang and engaged in unlawful activities
- k. Vandalism, graffiti or damaging property
- l. Displaying offensive notices and advertisements
- m. Fly tipping and dumping of rubbish, likely to cause a nuisance
- n. Allowing dogs to bark and foul communal areas
- o. Abusing, assaulting, threatening, harassing or obstructing our employees, contractors, agents or Councillors in person, by telephone, in writing or using social media.
- p. Feeding of birds that results in a large amount of excrement to accumulate in communal areas and is deemed a nuisance.

4.5 Pets

You must first obtain our permission in writing before keeping any animal, bird or reptile at the Property in accordance with the Council's Pets Policy.

The grant or refusal of permission is within our discretion and, if granted, may be subject to conditions and may be withdrawn at any time if we consider that the animal, bird or reptile is causing a nuisance or annoyance to neighbours or anyone in the local area, including Council employees, contractors or councillors.

We may withdraw our permission if the animal, bird or reptile is causing damage to the Property or is being mistreated by you or any member of your household or visitor. We will give reasonable notice in writing to you giving reasons for withdrawal.

Any dog kept in the property or brought by visitors must be microchipped in accordance with the law. Proof of microchipping must be provided to us.

You must not keep breeds of dogs which are prohibited under the Dangerous Dogs Act or any subsequent legislation.

If you have a dog or cat, you must keep it under control. If you have a dog in the shared/communal areas, it must be on a lead and you must clean up any dog or cat mess.

If you have a dog and you have a private garden, you must make sure the garden is enclosed so your dog cannot escape.

You must not allow your dog to enter any children's play area or other dog-free zone. You must not keep more than the number of dogs or the number of cats in the Property as set out in the Pets Policy .

You agree not to breed any animals at the Property without the written consent of the Council.

You must not keep livestock at the Property (including horses, donkeys, goats, pigs, cattle, ducks, geese and chickens).

If you live in a sheltered housing scheme, only guide dogs for the hearing or visually impaired are allowed as per the Pets Policy.

4.6 Access and Home Visits

You agree to allow our employees, agents and contractors upon giving reasonable notice access to the Property at reasonable times to carry out gas safety inspection, carry out tenancy audit, inspect the condition of, or to carry out repairs or improvements or others works to, the Property, the installations, fixtures and fittings, the communal areas or adjoining property.

We will normally give at least 24 hours' notice if we require access and we will attempt to arrange a convenient appointment with you. However, immediate access may be required in an emergency. In the event of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to the Property.

In the case of gas safety inspections, we or our appointed contractors will make written requests for access to your Property. However, if we are unable to gain access to your Property to fulfil our statutory duties, we may take steps to end your tenancy due to breach of the above provisions, and/or we may seek a court warrant to force entry.

You must reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment or where you have failed to respond to a request for access. This may include the costs of forcing entry.

SECTION 5 USE OF THE PROPERTY

5.1 Use of the Property

You agree to use the Property for residential purposes as your only or principal home.

You must use the Property in a responsible and reasonable manner and not to use or allow it to be used for any illegal, criminal, improper or immoral purposes.

You must not operate a business from the Property without our written consent. Any decision made will include an explanation or terms of the agreement. Any consent that we give as your landlord does not relieve you of the need to obtain any other necessary consent (e.g. planning permission, licensing etc).

Consent will be withdrawn if the nature of the business causes nuisance to Neighbours and others in the areas and continuation may be deemed a breach of tenancy.

5.2 Loft and Roof Spaces

You agree not to store or use any loft or roof space or lay boards to aid storage. We will install loft hatch locks and you agree not to tamper or remove the said lock.

You agree that upon discovery of items stored by you in the loft or roof space, that you will remove them. Failure to do so will result in us taking steps to remove the items and recover the costs of doing so.

All loft or roof spaces must be clear of items upon the surrender of tenancy or assignment by way of a mutual exchange.

5.3 Gardens & Balconies

If you have the use, whether shared or for sole use of any garden, balcony or communal area inside or outside the Property, you must ensure they are kept in a neat, tidy and clean condition. This includes the regular cutting of grass, weeding of borders, maintenance and controlling the growth of trees, keeping areas free from rubbish or other sources of nuisance e.g. dog fouling.

If a garden which you are responsible becomes overgrown or cluttered to cause a nuisance and there is no good reason why you cannot clear and tidy the garden, we may after giving you reasonable notice, clear the garden and recharge you for reasonable costs of having to do so.

You agree not to remove, alter, replace or plant any boundary hedge, fence or tree at the Property without the written consent of the Council. Any fence or boundary hedge must meet Planning requirements.

You agree not to put up a greenhouse, shed or garage without the written consent of the Council.

You may be required to remove planting or trees from your garden, (if they are causing subsidence or damage to neighbouring properties or your own property). If we undertake this work on your behalf you may be recharge, even if you have vacated the property.

You must not use balconies or any communal areas to store anything and you must not obstruct communal areas.

You must not use BBQ's on balconies or in any other areas that may pose a fire risk to the building.

You must comply with all aspects of our Common Areas Policy.

5.4 Vehicles

You (or any member of your household or anyone visiting you) must not; park a vehicle anywhere on the Property unless the Property has a garage, parking space or a drive with a dropped kerb.

Park any caravan, trailer, boat or business Vehicle over 1 ton in weight at the Property.

Park on any shared parking area if the vehicle does not have road tax, a MOT and insurance, even if your vehicle is declared SORN (statutory off-road notification) without our written consent; or

Repair any vehicle in any shared parking area.

Park on any verge next to a road, or park in entrances, in alleyways, on paths, on roads leading to bin stores, or on roads which are for emergency vehicles only.

You must not build a garage, parking space or drive without the written consent of the Council and you must comply with all other regulations e.g. planning. You will have to pay all the costs of carrying out the work and any future maintenance work

You must not operate a business or sell or repair vehicles at or around the Property (including in any garden, or on any hardstanding), nor to do so on any estate road, vehicular access road or parking space in the locality.

You must not store a mobility scooter at the Property unless you obtain our written consent. Consent will be granted if there is a safe space to charge and store the scooter and it does not pose a Health & Safety or Fire Risk.

5.5 Internal Decorations/Carrying out alterations or improvements

If you are an introductory tenant, you do not have the right to make improvements. If you do carry out improvements and then move out, you will not be entitled to compensation under the statutory compensation for improvement scheme.

If you are a secure tenant you have the right to make improvements, but you must obtain our permission (such permission will not to be unreasonably denied).

Before carrying out any alterations or improvements to your home, you must obtain all the relevant planning and building control permissions, if required.

Permission will not be given to remove main supporting walls.

You must keep the interior of the Property in a good clean condition and maintain the interior in a reasonable standard of decoration.

5.6 Repairs and Maintenance

You agree to repair, renew or replace any Council Fixtures and Fittings arising from the carelessness, neglect or deliberate act of the you or, members of your household or any other person living in or invited to the Property.

You agree to repair, renew, replace or maintain the following items as necessary (unless carried out at the discretion of the Council): -

Sink plugs and tap washers

Fuses

Light bulbs

Toilet seats

Cylinder jackets

Door chains, door numbers and letter boxes

Door and window keys

TV aerials (except those that are shared)

Clothes drying lines, except to communal areas

Blockages to waste pipes

Dustbins

Electric or gas appliances, excluding heating appliances, supplied by the Council
e.g. cookers, fridges and washing machines

Fixtures, fittings and improvements installed by the You

It is understood that the Council may carry out any repair, renewal or replacement if the Tenant fails to do so and any reasonable costs may be recharged.

To report immediately any repair required to the Property for which the Council is responsible.

To allow Council staff, the owner of the Property or the owner's nominated contractors at reasonable times and with reasonable notice, except in the case of emergencies, access to the Property to carry out an inspection or repairs.

It is understood, if access is unreasonably refused, the Council may charge the Tenant for gaining entry to the Property.

Not to carry out any structural change, structural alteration or structural improvement to the Property without the Written Consent of the Council. If consent is granted agrees for the Council to observe and to allow for a final inspection to ensure that it is satisfied with the works carried out.

It is understood that if the Council has to carry out any repair, renewal or replacement if it is not satisfied that the Tenant works carried out or fails to do to rectify identified faults any reasonable costs may be recharged.

Pests

You must keep the Property in a reasonable condition and take reasonable steps to avoid doing anything which encourages an infestation in the Property.

You will be responsible for preventing and treating any pest infestation in your property, this includes mice, wasps, ants, cockroaches and bed bugs. Where an infestation arises as a direct result of you failing to take reasonable steps, we will require you to eradicate the infestation. Alternatively, we may carry out works and recharge you the reasonable costs of any de-infestation treatments which may be necessary.

5.7 Satellite Dishes and Aerials

You must not erect a satellite dish or Citizens Band (CB) aerial without the written consent of the Council. Consent may not be granted if there is an alternative provision for satellite and cable television available.

5.8 Flooring

You agree to install (if not already installed) and maintain all floor coverings in the Property which are situated above another flat or maisonette. An appropriate noise reducing floor covering such as carpet and underlay in sitting rooms, bedrooms, hallways and on stairs; linoleum in kitchens, bathroom and WCs is preferred, unless we provide you with written consent to do otherwise.

In most situations, we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering.

5.9 Lodgers and Sub-letting

You must not take in a lodger or sublet any part of the Property as an introductory tenant or demoted tenant.

Provided you continue to be a secure tenant, you must obtain our written permission if you take in a lodger. You agree to tell us the name, age and sex of the intended lodger and what part of the Property they will occupy.

If you do take in a lodger and you are claiming Benefit, you must immediately inform the Council and the Department of Work and Pension

Provided you remain a secure tenant, you have the right to sub-let part of the Property. You must first obtain our written consent. We will not withhold consent unreasonably. We will refuse consent if it would lead to the maximum occupancy of the property being exceeded.

You must not grant a sub-tenancy or part with possession of the whole of the Property nor may you grant a sub-tenancy of part of the Property and keep the remainder. If you do so, your tenancy will cease to be secure and we may take steps to evict you.

You agree not to part with possession (except by giving written notice to terminate the tenancy or by way of a transfer or mutual exchange with the written consent of the Council).

5.10 Overcrowding

Overcrowding is defined by the number of people who stay in a room and the amount of space they have there.

You agree to not to knowingly and deliberately allow the Property to become overcrowded. Overcrowding is only allowed if it is due to natural growth (such as a child reaching one of the specified ages) or temporary (e.g. if a member of your family comes to live in your home for a short time).

5.11 Sheltered - Housing Scheme

Sheltered housing has been traditionally designated for residents over 60 years of age. However, in order to ensure the best use of the Council's limited housing stock consideration will be given for use of this accommodation on an individual assessment basis.

You must not allow anyone to stay, sleep (other than for a maximum of two nights) or live at the Premises unless:

- they are a tenant
- named as an authorised occupant in this agreement
- the tenant(s) has obtained prior written permission from the Council except in emergencies when you must notify the Sheltered Housing & Communities Officer.

You must not permit the Premises to become overcrowded. Overcrowding may result in you losing your secure tenancy.

You must not have and use a Mobility Scooter on any communal parts of the sheltered housing complex without having obtained our permission. Use of a Mobility Scooter must be in accordance with our policy on their use, storage and charging.

5.12 Having an Interest in Other Property

Throughout the duration of your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy.

If you inherit a property after the commencement of your tenancy, the clause above will only be broken once you have owned the inherited property for more than 12 months.

We may decide to take action in respect of a breach, and we will take into consideration:

- whether the property is fit to live in;
- whether the property is suitable for your household, considering the size of the property, your income and employment, any disabilities or medical problems you have and any relevant circumstances that may prevent you from occupying said property;
- whether you have acquired the property for a holiday home only and whether it is suitable for that purpose;
- whether it would be reasonable in all circumstances for you to sell the property.

If you owned property which would be reasonable for you to live in and did not advise of this fact when applying for housing; we will deem that you have obtained a secure tenancy by deception and will take steps to evict you.

5.13 Hygiene, Health and Safety

You must endeavour to keep the Property free from vermin and to inform the Council of any structural faults that allow access to vermin.

You must not use unsafe heating appliances in the Property, including the use of any liquid gas or paraffin stove or heaters nor to store flammable materials in the Property or in any Communal Areas.

You must not store any appliances powered by petrol, diesel or paraffin in the Property or in and Communal Areas.

You must not keep at the Property any type of firearm (including air rifles, BB guns, crossbows etc) or ammunition unless you have a relevant permit and unless we give you permission in writing. Any such permission may be later withdrawn by us.

You must comply with any and all regulatory/statutory guidance issued by the Government relating to any national, regional or local public health emergency such as an epidemic or pandemic. Breaching any said guidelines will be deemed a breach of tenancy.

5.14 Ventilation and Smoking

You must ensure that all rooms in the Property are kept ventilated by opening windows and using any other specific ventilation means provided at the Property, e.g. fans, extractors, expel air appliances etc.

You must ensure that all reasonable steps are taken to prevent condensation from building up. You are responsible for cleaning the inside of your windows, to ventilate and heat the Property which will assist in the control of the build-up of moisture (condensation). As previously stated it will be deemed your responsibility for the build-up of mould due to lifestyle and not a building defect.

Smoking is permitted in the Property and any attached garden. You are not allowed to smoke or allow any member of your household or visitor to smoke in any communal areas in accordance with the Health Act 2006. The council does not allow vaping in its workplaces. We consider all communal areas as workplaces and therefore vaping is not permitted in communal areas.

Heavy smoking in the Property is likely to lead to heavy staining and you must ventilate and carry out additional cleaning. We would seek to recover costs incurred by the Council for enhanced cleaning and use of barrier paint, should the property be left heavily stained.

For the purpose of this agreement, smoking is defined as the burning of any type of cigarette, pipe or cigar, or the consumption of any product which contains tobacco or similar substance, including vapour cigarettes.

You agree to refrain from smoking, or allowing any other person to smoke, in the Property for a minimum of 30 minutes prior to any pre-arranged visit to the Property by any of our staff or contractors and during any such visit.

SECTION 6 YOUR RIGHTS

6.1 Right to Buy

Provided you continue to be a secure tenant, you have the right to buy their home in accordance with Part V of the Housing Act 1985 (as amended). There are some exceptions to this Right to Buy scheme including sheltered housing accommodation and some specially adapted property.

6.2 Right of succession

Succession is where a tenant passes on their tenancy when they die.

A successor is someone who:

- Became a sole tenant on the death of their joint tenant; or
- Gained the tenancy as a result of a mutual exchange and was already a successor under their original tenancy; or
- Gained this tenancy as a result of a court order and the person ordered to transfer the tenancy was a successor; or
- Gained this tenancy by succession following the death of the previous tenant or under the will or intestacy of any previous tenant; or
- Gained this tenancy as someone who would have been entitled to succeed to the tenancy if the tenant had died.

If you were a joint tenant, upon your death the tenancy will pass to the surviving joint tenant. They will be treated as successors to the tenancy.

If you were a sole tenant, your tenancy may pass to someone who has lived at the Property for at least 12 months prior to your death. However, regardless of what type of tenancy you have, there can only be one succession. Therefore, if you were a successor as defined above, your tenancy will not pass to anyone else on your death.

If there is more than one person qualified to succeed to your tenancy, a spouse or civil partner (or a person who is to be treated as such) will always take precedence over another family member.

Where there is more than one person qualified with equal status, they must decide between themselves who the successor should be. If they are unable to decide, we reserve the right to decide.

Succession will only be to a sole tenancy.

6.3 Right to Carry Out Improvements

Provided you remain a secure tenant, you have certain rights to make improvements such installing a new bathroom or kitchen. However, you may not make improvements, alterations and additions to the Property (including external decoration and additions to or alterations to the installations, fixtures and fittings in

the Property) without our written consent. You may need other types of consent or permission (for planning permission or building regulations approval and relevant certificates e.g. electrical certificates).

In granting permission, you agree to maintain the improvement for the lifetime of the installation. Including responsibility to remove and reinstate any fixture and fittings as a consequence of us needing to carry out repairs, such as access to a water leak.

At the end of the tenancy you must leave the improvement in place or reinstate the property to its original state before the improvements were made.

We will not unreasonably withhold consent and may make it conditional upon the work being carried out to a certain standard. In deciding whether to give consent we will consider matters including safety of the Property for occupiers, any expenditure we may have to incur, and the impact on the value of the Property. Failure to seek consent or comply with our conditions will be a breach of your obligations under this tenancy.

You agree that we may insist that all work is inspected during progress and at completion of the approved improvements. You agree to reimburse us for any expenditure we incur in carrying out repairs to the Property as a result of your failing to obtain consent, failing to carry out works in accordance with our condition, works are unsatisfactory or other statutory requirements.

At the end of your tenancy, you may have the right to be compensated for the costs of specified improvements you have carried out to the Property.

6.4 Right to Exchange

Provided you remain a secure tenant, you have the right to exchange this tenancy by way of assignment with that of another secure or assured tenant of a registered provider or another local authority subject to obtaining our prior written consent, which will only be withheld if you are in arrears or on specific grounds set out in Schedule 3 of the Housing Act 1985 as amended from time to time.

6.5 Right to Consultation

You have the right to be consulted before we make changes in matters of housing management and maintenance that are likely to have a substantial effect on you.

6.6 Right to Information

You have the right to information from us about terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, rent setting, and our performance.

SECTION 7 THE END OF THE TENANCY

7.1 Ending the tenancy

If, whilst you are an introductory tenant, there is a need to bring the tenancy to an end, i.e. as a result of rent arrears or anti-social behaviour, we will serve a section 128 Notice. This will provide you with 28 days' notice of our intention to bring possession proceedings and you will have a right to seek a review of that decision. Further information regarding the review process will be provided to you if it becomes necessary.

If you remain a secure periodic tenant, we cannot end your tenancy without obtaining a possession order from the Court and enforcing that order. We will first serve a Notice of Seeking Possession.

If you cease to be a secure tenant (for example, if you cease to occupy the property as your only or principal home), and provided your tenancy has not been demoted, we can bring your tenancy to an end by serving a Notice to Quit. We do not have to give any reasons for doing so.

If your tenancy has become a demoted tenancy, we may bring it to an end by serving a Section 143E Notice (see Definitions) and apply to the Court for a possession order. You will have a right to seek a review of that decision. Further information regarding the review process will be provided to you if it becomes necessary.

If you wish to bring this tenancy to end, you must give us at least 4 weeks' notice in writing. The notice must specify a date on which the tenancy will end, which must be the Sunday after the expiry of the four weeks from the date of the notice. The notice must provide us with a forwarding address. If you vacate the property without giving proper notice you will remain liable for the Total Weekly Payment.

If this is a joint tenancy it will be ended if any joint tenant gives us notice in writing regardless of whether the other joint tenant(s) agree.

7.2 Moving out

At the end of the tenancy you must give us vacant possession, ensure all rent and other charges are paid in full and return all keys and any access cards/fobs etc. You must secure the Property when you leave.

When you move out, you must remove all furniture belonging to you, floor coverings, personal possessions and rubbish. You must leave the Property, communal areas and our fixture and fittings in good condition and repair and in a clean and hygienic condition.

You must reimburse us for any expenditure we incur in putting the Property, communal areas and fixtures and fittings in good tenantable condition, if their poor

condition is due to the misuse, neglect or actions of you, other household members in the Property or your visitors.

We accept no responsibility for anything left at the Property by you.

If you fail to remove the items all your property and possessions from the Property at the end of the tenancy, we will remove items and may place them in storage. We will take reasonable steps to contact you regarding your property and possessions and to arrange for you to collect them. Any possessions left in the property must be collected within 14 days from the date you vacate. If you fail to collect your items within that period, we will take ownership of them under section 41 of the Local Government (Miscellaneous Provisions) Act 1982 and we may then sell or dispose of those items as we see fit.

You must reimburse us for any reasonable expenditure we incur including loss of rent, in the removal and/or storage of any items left at the property or in the communal areas by you at the end of the tenancy. The costs may be deducted from any credit on the rent account and if there are any costs remaining, they will remain your liability.