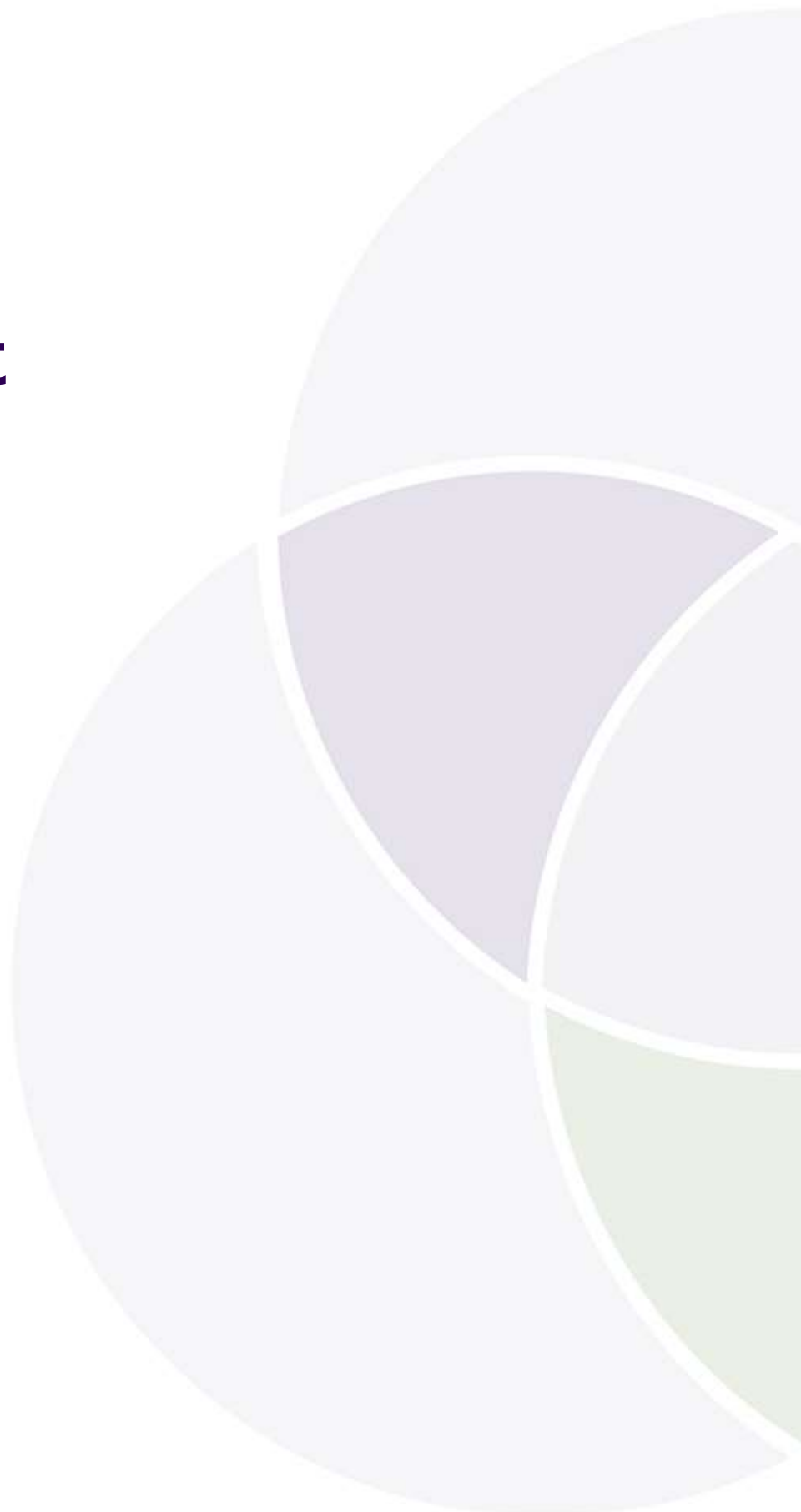


Tenancy Agreement



This document contains the terms and conditions that apply to introductory, secure and flexible tenancies. You should take time to read the whole document because it tells you about all your rights and responsibilities as a tenant. You should refer to your Tenants’ Handbook when reading this document. To help you find your way around here is a brief outline of each section:

Contents

Version Control.....	2
Approvals.....	2
Associated Documentation	2
1.0 Definitions	3
2.0 About your Tenancy Agreement.....	7
3.0 Paying your Rent (including service charges).....	10
4.0 Repairs and Maintenance	11
5.0 Your Neighbours and Community.....	13
6.0 Living in your home	15
7.0 Communication and Consultation.....	19
8.0 Moving home and ending your tenancy.....	21
9.0 Assigning over your tenancy to someone else	23

Version Control

Version	Description of version	Effective Date
1.0	New Agreement	27/6/16
1.1	Amended to correct incorrect reference in 4.15	1/8/16
1.2	Amended to correct hedge size in 6.19	16/6/17
1.3	Amended wording in 3.4. Expanded wording in section 5.5 to cover previous 5.5 to 5.10. Section 7 has been renumbered and 7.12 has been amended to publishing Annual Report.	26/10/17

Approvals

Approved by	Date
Martin Guest (Performance and Policy Manager)	1/8/16
Martin Guest (Performance and Policy Manager)	16/6/17
Martin Guest (Interim Housing Services Manager)	26/10/17

Associated Documentation

Description of Documentation

1.0 Definitions

1.1 These are explanations of certain words that have a very exact meaning in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

Alterations	Any changes or additions to your home that are different to when you signed this agreement, including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.
Anti-Social Behaviour	“anti-social behaviour” means: (a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.
Asking Permission	If, in this agreement, it says that you must ask for permission to do something, you must put your request in writing. The correspondence must be signed by the tenant and then handed in, emailed or posted to the Council.
Assigning	This is the legal process of passing all your tenancy rights and responsibilities over to another person.
Civil Partner(s)	Two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004. A person who is living with the tenant as if they are civil partners shall be treated as the tenant’s civil partner.
Domestic Violence	Any violence between current or former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.
Exchanging/ Mutual Exchange	Swapping your tenancy with that of another Council or social landlord.
Flexible	A fixed term tenancy of up to 5 years.

Tenancy	
Fraud	This is when someone gives false information or takes certain action in order to get something which they would not otherwise be entitled to get, for example money, benefits or a tenancy.
Household	All the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.
Introductory Tenancy	A 12-month probationary period at the start of your tenancy, which can be extended up to a total of 18 months. Provided there are no breaches of tenancy it will convert to a secure or flexible tenancy.
Joint Tenancy	A joint tenancy is when two or more adults (aged 18 or over) are named on the tenancy agreement. Joint tenants have equal rights and responsibilities under the tenancy agreement for the whole of the tenancy. They are both responsible, together and individually, for keeping to these tenancy conditions and paying the rent.
Lodger	Someone who rents a room in your home and shares your facilities under a formal arrangement.
Neighbour	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
Notice of Possession Proceedings (NOPP)	Introductory tenants who have breached their conditions of tenancy will receive a Notice of Possession Proceedings (NOPP). It means the Council intends to obtain an order for possession from the court to make you leave the property. You will have the right to request a review of the Council's decision.
Notice	This is a formal written document, given either by you or the Council, to end the tenancy agreement. Notices given by the Council would include Proceedings for Possession, Notice to Quit or Notice of Seeking Possession.
Notice of Seeking Possession (NOSP)	This notice means you have breached a condition of your tenancy (secure or flexible) and is the first step in the Council taking legal action to make you comply with your tenancy agreement or face an application to court for possession.
Notice to Quit	A Notice to Quit is a written document informing that the tenancy is going to come to an end. Either the Council or the tenant can issue this. The minimum notice period is normally 28 days.
Possession	This is a formal instruction from a court that gives us permission to

Order	take action to make you leave the property.
Review	<p>A written or verbal request from you to consider specific facts or matters when either:</p> <ul style="list-style-type: none"> You are appealing against an extension or action to end your introductory tenancy or You are not going to be offered a new tenancy when your flexible tenancy ends
Secure Tenancy	This is a lifetime tenancy so long as you comply with your tenancy agreement.
Serve	To issue and record the delivery of official documents relating to the tenancy.
Service charges	These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example lifts and door entry systems, communal lighting or where there are common areas that need cleaning and maintaining.
Shared/ Communal areas	When we use the words 'shared areas' in flats this includes stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, bin stores, parking bays and other areas that can be used by more than one person living in the same building.
Social or affordable Landlord	This is any landlord that provides rented homes and is registered with the Homes and Communities Agency. This can include councils, housing associations and tenant-run organisations.
Spouse	A person who is living with the tenant as the tenant's wife or husband shall be treated as the tenant's spouse.
Subletting	Entering into a written or spoken agreement with someone to pay you rent for allowing them to live in the property while you live somewhere else or allowing them to live in part of the property while you live in the other part. The person you sublet to is called a subtenant.
Succession	This is when a tenant dies and the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances.
The property	This is the building or part of a building that you have the right to

	occupy under this agreement. It also includes any garden that is part of the tenancy and is used only by you and members of your household. It does not include any area that you share.
Tenancy Fraud	<p>Unlawful Sub-letting – When a tenant lets out their council or housing association home without the knowledge or permission of their landlord they are unlawfully subletting.</p> <p>Obtaining Housing by deception – When a person gets a council or housing association home by giving false information in their application, for example not telling the landlord they are renting another council or housing association property, they are committing housing fraud.</p> <p>Unlawful succession – When a tenant dies, there are rules that say what should be done with the tenancy. Wrongly claimed succession is when someone, who is not entitled, tries to take over the tenancy. For example, they might say they lived with the tenant before they died, when in fact they were living elsewhere.</p> <p>Non-Residence – A tenant of a Social or Registered Landlord who ceases to live at the address provided by that landlord may lose their assured tenancy status and lose their right to retain occupation of that property.</p>
Tenants Handbook	A document containing useful information regarding the services you can access as part of your Tenancy with South Derbyshire District Council.
Transferring	This is when you move to another property owned by the Council.
We, us	South Derbyshire District Council and anyone acting on our behalf.
You or tenant	If you are joint tenants the word ‘you’ or ‘tenant’ refers to both tenants but also to either tenant. This is because each of you, as individuals, has complete responsibility for keeping to the terms of the Tenancy Agreement.

2.0 About your Tenancy Agreement

- 2.1 By signing this agreement you are agreeing to become our tenant and as such the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.
- 2.2 This tenancy agreement applies to introductory tenants, secure tenants and flexible tenants and makes it clear that certain conditions only apply to the specific type of tenancy. Please ensure you are aware of the type of tenancy that you will convert to on the satisfactory completion of your introductory tenancy.
- 2.3 Conversion to a flexible tenancy or secure tenancy on the satisfactory completion of an introductory tenancy will be made in accordance with our current Tenancy Policy.

Keeping to the Tenancy Agreement

- 2.4 This tenancy agreement gives you the right to stay in the property as long as:
 - You do not break any of the conditions of the agreement,
 - You live in the property as your main home and do not have an interest in any other property,
 - You have not been ordered to leave the property by a court, or
 - Your flexible tenancy is about to come to an end.
- 2.5 If you break any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property. Before we take action you will be given the opportunity to discuss the matter with your Housing Officer. You will also be given the opportunity to correct the situation.
- 2.6 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent and charges. (See *paragraph 3.8*)

Ending the tenancy

- 2.7 If you want to end your tenancy, you must write to us giving notice (*see definition of Notice in Section 1*). You must do this at least four weeks before you want to leave your property. This four weeks' notice must end on a Sunday and you must send your notice to:

Housing Services
South Derbyshire District Council
Civic Offices
Swadlincote
Derbyshire
DE11 0AH

- 2.8 Keys must be returned to the above address no later than midday on the Monday immediately after your tenancy ends. If you do not do this, we can charge you a further week's rent and other costs such as changing the locks. (See paragraphs 9.12 – 9.16)
- 2.9 If you are a joint tenant, then only one of the tenants is required to give written notice, which will have the effect of terminating the tenancy after the four weeks' notice period regardless of the wishes of the other joint tenant.
- 2.10 We can apply to a court to make you and anyone living with you leave the property if:
- You, or anyone living with you or visiting you do something that breaks this Tenancy Agreement, or
 - You have given false information in your housing application.
- 2.11 We can also apply to a court to make you, and anyone living with you, leave the property if we need to move you out of your property for a special reason relating to the building itself. You should read *section 9 (Moving home and leaving your tenancy)*
- 2.12 If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court may order the transfer of the tenancy to one or other of the partners if requested. The tenancy rights will end for the other person who must leave the property.
- 2.13 If we need to serve you with a **Notice of Proceeding for Possession, a Notice to Quit or a Notice of Seeking Possession or any other Notice** (see *definitions at section 1*), this will be done by:
- Handing it to you in person or to any adult at the property,
 - Delivering it through the letter box of the property, or
 - Sending it by recorded post to the property or to your last known home address or work address.
- 2.14 The type of notice we serve you with will depend on whether you are an introductory or secure/flexible tenant. If you are an introductory tenant you should also read *sections 2.15 to 2.18*.

For Introductory Tenancies only

- 2.15 If you have an introductory tenancy, you will normally become a secure or flexible tenant after a probationary period. The probationary period is usually for one year.

As an introductory tenant you do not normally have the right to:

- Sublet, take in a lodger, assign or exchange any part of the property
 - Carry out improvements to the property or
 - Apply to buy your property.
- 2.16 If we decide to end your tenancy, we must serve a Notice of Proceeding for Possession. This will tell you that we intend to go to court to ask for a Possession Order and will give the reasons why we are taking possession.
- 2.17 If we decide to serve you with a Notice of Proceeding for Possession you have the right to appeal against that decision in writing within 14 days of the date that the Notice was served.
- 2.18 If we apply to court, the court will normally give us a Possession Order.

For Flexible Tenancies only (in line with the Tenancy Policy)

- 2.19 We will review your tenancy at least 12 months before it is due to end.
- 2.20 If we decide not to grant you another tenancy at the end of your current tenancy we must give you at least 6 months' notice in writing and advise you of the reasons. We may ask you to move to another property that is more suitable to your needs at that time.
- 2.21 You have the right to request a review of the decision not to grant you another tenancy within 21 days of the written notice being served.

Moving out permanently or for a short while

- 2.22 You must tell us if you need to live somewhere else or you are going to be away for a while. In normal circumstances we will take no further action. If you go away from the property for more than four weeks without telling us we will assume that you have abandoned the property and we may take action to end your tenancy. If you do go away you must take the appropriate measures to ensure that the property is safe for example the water is turned off preventing burst pipes in cold weather.
- 2.23 We have the right to ask you to move or from time to time we may ask you to temporarily move properties.

Examples of such reasons are:

- The property has special adaptations for a disabled or elderly person who no longer lives there,
- The property needs to have major repair or renovation work done that would make it impossible or dangerous for you to stay in it while this was being done,

- The property has become unsafe for some reason and we need to move you for your own safety, or
- The property requires demolition.

If we need you to move out of your property for such reasons, we will offer you another suitable property to move to. However, if you refuse to move this will be a breach of your tenancy agreement and we can apply to a court to allow us to make you, and anyone living with you, leave the property.

3.0 Paying your Rent (including service charges)

- 3.1 At the beginning of your tenancy the total amount of rent and other charges the Council must receive from you is shown in the contract accompanying this tenancy agreement.
- 3.2 The total amount you must pay may include certain other payments or charges for additional services. These are called service charges. If any of these are included in your rent they will be listed in your offer letter at the beginning of your tenancy and in any further letters you receive about changes to your rent.
- 3.3 From time to time we will change your rent and/or service charges (this will normally be annually in April). We will write you a letter four weeks in advance of any change, letting you know the new amount you must pay.
- 3.4 You must pay your rent on time. Your rent is due to be paid periodically in advance. Your account must not be paid in arrears. All Universal Credit tenants will be required to pay their rent in advance.
- 3.5 You can pay in various different ways. *More details on payment methods are shown in the Tenants' Handbook.*
- 3.6 If you do not make all your payments on time, we can apply to a court to make you pay your rent. If you are not able to make a payment please contact your Housing Officer.
- 3.7 You must not hold back any rent because you have a dispute with the Council.
- 3.8 If you are joint tenants, you are each responsible for all the rent. We can get back any rent owed for your property from any one person named as a tenant on this agreement, even if that person is no longer living in the property.
- 3.9 **Your rent must be paid at all times.**

4.0 Repairs and Maintenance

What we will do

- 4.1 We will repair and maintain:
 - 4.1.1.1 The structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided,
 - 4.1.1.2 Any electrical wiring and gas and water pipes and installations we have provided,
 - 4.1.1.3 Any heating equipment and water-heating equipment we have provided (or taken responsibility for), and
 - 4.1.1.4 Any shared areas around your property. (*See definition of shared areas in section 1*)
- 4.2 We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs.
- 4.3 You have the 'right to repair' for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants' Handbook.
- 4.4 We can, in special circumstances, move you out of the property to carry out essential work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both. *You should also read paragraph 2.23.*

What you must do

- 4.5 You must report any faults, repairs or damage to the property (including criminal damage) as soon as possible. If it is criminal damage you should report this to the police and get a crime reference number. We will recharge you for any repairs carried out due to you not taking appropriate measures to prevent damage.
- 4.6 You must allow us into the property if we need to inspect it or to carry out repairs, improvements, gas servicing, or safety inspections. We will give you reasonable warning unless it is an emergency. If you do not let us in we will take legal action to make you let us in or to allow us to make a forced entry into the property.

- 4.7 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, a member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work including an administrative charge and VAT as applicable. (*See definition of household in section 1*)
- 4.8 You are responsible for keeping the inside of the property in a good condition including the internal decoration and minor repairs and replacements. You must maintain any boundary fences or walls belonging to the property other than those that border a public open space. You will be notified which boundaries belong to the property at the start of your tenancy. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council if you fail to maintain your garden.

Alterations

- 4.9 If you are an introductory tenant you would not normally be permitted to make any alterations to the property.
- 4.10 If you are a secure or flexible tenant you must obtain our written permission before any alterations can be carried out (*see more details in the Tenants' Handbook*).
- 4.11 If you are a secure or flexible tenant:
- 4.11.1.1 You may carry out improvements or changes to the property as long as you get our permission in writing before you start any work,
 - 4.11.1.2 We will not refuse permission unless there is a good reason,
 - 4.11.1.3 You are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them, and
 - 4.11.1.4 You can sometimes get compensation when you leave the property for changes you have made and you have followed the Council's procedure in making those changes. This only applies to certain types of improvement and does not apply to flexible tenancies.
- 4.12 Any additions, alterations, replacements or improvements involving a gas fired appliance, or gas supply pipes or fittings, must be carried out by a Gas Safe registered engineer and the appropriate certification provided to the Council.

- 4.13 Any additions, alterations, replacements or improvements to the electrical systems, must be carried out by a registered competent person and the appropriate certification provided to the Council.
- 4.14 If you make any improvement or alteration to the property without our written permission, we may tell you to return the property to how it was before. If you don't do as we ask, we will do the work and make you pay for it. We may also take any necessary legal action.

Gas Servicing

- 4.15 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) every 12 months. In accordance with 6.21 (Access), we will give you written notice when we need access to your home for these purposes.
- 4.16 However, in cases where we are unable to get access, despite written requests in accordance with our written policy, we will take the required legal action to gain access. In such cases we will immediately re-secure your home and rectify any damage caused. We will recharge you for the additional costs incurred.

Insurance

- 4.17 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, criminal or accidental damage. We are only responsible for insuring the structure of your home and any out buildings. *(The Council administers a contents insurance scheme. See the Tenants' Handbook for further details)*

Tenants' Right to Compensation for Improvements

- 4.18 Section **99 of the 1985 Housing Act** gives you the right to claim compensation from the Council for some improvements you have carried out to your home at your expense. If you qualify you may reclaim a percentage of what you paid. You should keep receipts for any improvement work you have carried out. These will help us to decide whether you qualify for compensation.

5.0 Your Neighbours and Community

What you can expect

- 5.1 You have the right to quiet enjoyment of the property as long as you do not upset people living near you. This means you have the right to expect to be treated with respect by your neighbours. *(See definition of neighbour in section 1)*

- 5.2 If you feel able you should first try to resolve neighbour issues between you and your neighbours. We will help through mediation to try and resolve problems with any differences you have with neighbours. We may take legal action when we can and if we consider it appropriate.

Behaviour of members of your household, your visitors and pets

- 5.3 You must act reasonably and have consideration for your neighbours. **We will not tolerate anti-social behaviour, harassment, domestic violence or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.**
- 5.4 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, including friends or visitors to your home. You will also be held responsible if you incite instruct allow or encourage anyone to act for you.
- 5.5 **You must make sure that you, your family, any other people living at your home, friends or visitors do not:**
- Cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone in South Derbyshire, including people in the locality of your property and other tenants or residents, either directly or indirectly. This includes but is not limited to any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).
 - Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone in South Derbyshire, including people in the locality of your property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.
 - Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.
 - Make threats, harass, be violent or abusive towards any South Derbyshire District Council employee, any contractor or anyone working on our behalf, any consultant or District or Parish Councillor either directly or indirectly, by letter, telephone, text message, email or social media (such as Facebook or Twitter). This includes when you telephone or visit any Council office, if you are visited at your home, or in any other situation.

- Use your home or neighbourhood for any activity which is unlawful including, but not limited to drug dealing, drug production, consuming illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and or conviction of criminal offence.
 - Cause any damage to items such as fixtures and fittings belonging to South Derbyshire District Council. You will be charged the cost of replacement. This includes writing graffiti on our property or items.
- 5.6 You must get rid of rubbish or unwanted items from the property (including the garden) by using the collection service provided by the Council or by taking them to one of the waste recycling centres. You must not leave any rubbish or unwanted items in public areas. You must only leave refuse outside the property on the actual day the collection service comes to your area or on the evening before.
- 5.7 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them in a hygienic way.
- 5.8 You must make sure that your home is smoke-free when employees of South Derbyshire District Council, or our agents or contractors, attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home.

6.0 Living in your home

What you can expect

- 6.1 You can expect to live in the property without being disturbed by us, unless we have good reasons. However, we have the right to be allowed into the property to carry out certain repair and maintenance work or inspections and gas safety checks. *See paragraph 4.1 for details of the work we must do.*
- 6.2 In an emergency we can force entry into the property if we believe someone is in danger or there is a risk that the property or other properties could be badly damaged.

Who can live in the property with you?

- 6.3 You must let us know who is living with you, their details and their relationship to you.

- 6.4 You can take in lodgers as long as your property is not considered to be overcrowded. As an introductory tenant, you don't have the right to sublet your home or to take in lodgers.
- 6.5 If you are a secure or flexible tenant you can ask to sublet part of your property while you live in only part of it. You must write to your Housing Officer asking for our permission and you must not sublet until you have received our permission in writing. We will not give permission for you to sublet the whole of the property and live somewhere else. (*See definition of subletting and asking permission in section 1*)
- 6.6 You will be responsible for the behaviour of any lodger or subtenant who lives in the property.

Pets

- 6.7 We will allow you to keep one domestic pet with our permission in a house or bungalow, *see paragraph 6.11 for flats*. However, should you want to keep more than one pet you must obtain written permission from Housing Management Team. (*See definition of asking permission in section 1*). We will only give permission for you to keep additional pets if the property is suitable. We will always allow an assistance dog for a member of your household.
- 6.8 Cockerel(s) will not be permitted to be kept in domestic gardens.
- 6.9 You must be a responsible owner and your pet or pets must not annoy, disturb, or attack other people, or cause damage to the property and you must provide adequate fencing to prevent your animal from straying beyond your boundary.
- 6.10 We will not normally give permission for a dog or cat in a flat that shares a communal entrance, however visiting pets would be allowed providing they didn't cause a nuisance.
- 6.11 You will always require permission to keep any pets in a communal flat.
- 6.12 We can ask you to re-home your pet or pets if they are causing a nuisance or you are not a responsible owner.
- 6.13 You (and anyone living with you) must not keep (or allow your visitors to bring into the area) any breed of dog named as dangerous in *section 1 of the Dangerous Dog Act 1991*.

Activities in your home

- 6.14 If you want to run a small business from the property you must first get our written permission subject to any regulatory permission. We will not normally

refuse permission unless the business could damage the property or cause a nuisance to your neighbours. *(See definition of asking permission in section 1)*

- 6.15 We can withdraw our permission if we believe your business causes a nuisance.

Use of your garden

- 6.16 You must keep your garden tidy by cutting the lawn and trimming the hedges and bushes and by keeping it free of rubbish and unacceptable weed growth.
- 6.17 You must not park a motor vehicle or trailer, caravan or boat anywhere in your garden without our written permission. If we give permission you will need to arrange for a builder to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. *(See definition of asking permission in section 1)*
- 6.18 You must get our written permission before you erect things like sheds, garages, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond subject to any regulatory permission. *(See definition of asking permission in section 1)*
- 6.19 You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items, including as follows:
- Hedges should be cut and kept at a maximum height of 2 metres at the back of the premises and 1 metre at the front of the premises. Where the hedge(s) form a boundary with an alleyway, a neighbour, and/or public pathway you will be responsible for keeping the hedge trimmed to allow access.

If you fail to maintain your garden to a reasonable standard as per 6.16 we may consider enforcement action against you. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council if you fail to maintain your garden.

Parking and cars

- 6.20 You, members of your household and visitors must:

- 6.20.1.1 Park considerately and follow any parking restrictions, signs and markings in the area around the property,

- 6.20.1.2 Not park or drive on the grass verges near the property or anywhere that could block access by the emergency services,
- 6.20.1.3 Not carry out car repairs on communal land around the property, on car parking areas or on the road,
- 6.20.1.4 Not park illegal, un-roadworthy or untaxed vehicles on the property, on the land around or next to the property, on car parking areas or on the road, verges or pavements.
- 6.20.1.5 Get our permission in writing before you build a hard standing for parking, and you must keep to all other regulations. If we give permission you will need to arrange for a builder to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See definition of asking permission in section 1)
- 6.20.1.6 Not keep, store or park a caravan, boat, trailer or large commercial vehicle in your garden or in any shared parking area without getting our permission in writing beforehand.

Access

6.21 You will allow our staff, our agents, our contractors or anyone else working on our behalf, and companies who provide utilities (including gas, electricity and water) access to your home to carry out any necessary inspections or maintenance or repairs, or for any other reasonable purpose. In addition, you must allow access to members of the Fire Service or Police for the purposes of inspection and/or assessment, or carrying out essential work. In cases where we consider it an emergency, and need to access your property due to health and safety risks, notice may not be given and we may enter your property. Your property will however, be secured following entry. In cases of non-emergency you will usually be given a minimum 24 hours' notice unless there is an emergency and this is not possible.

Health, Safety and Hygiene

- 6.22 Anyone that we send to your home will carry official identification. You should always ask to see identification before letting anyone you do not know into your home. If you are in any doubt please check with the Housing Services that the caller is genuine.
- 6.23 You must keep the property in clean and hygienic condition and use the fittings responsibly.
- 6.24 You must keep the shared areas of blocks of flats secure by using the security systems properly and not letting strangers in without identification.

- 6.25 You must put your rubbish out using any bins provided by the Council and take it to the correct place on the day that the collection service comes to your area. (See *paragraph 5.7*)
- 6.26 You must not keep mopeds or motorbikes inside the property or indoor-shared areas.
- 6.27 You must not keep or leave anything in shared areas where they could block landings, stairs or entrances. This includes bikes, pushchairs, plants, mobility scooters and pet cages.
- 6.28 You must not keep any dangerous liquids or materials in the property (including in the garden) that could harm other people, or catch fire or explode. In particular you must not use bottled gas, paraffin, petrol or anything else that may be dangerous or a fire risk, in the building or in a shared area. This would exclude oxygen containers that are used for medical purposes (which you will need to make your Housing Officer aware of).
- 6.29 You must take reasonable action to prevent pipes from freezing and bursting and to prevent damage to the property by fire or explosion.
- 6.30 You must allow our employees or contractors working for us into the property to inspect it or to carry out safety inspections on gas servicing. We will give you at least 24 hours' notice unless it is an emergency. (See *paragraph 6.21*)
- 6.31 You or anyone residing or visiting your home must not:
- Take or abstract electricity from the mains illegally. This includes using communal electricity, bypassing a meter, or using electricity from a supply that does not belong to the property
 - Tamper with or damage gas or electricity supplies, meters, smoke detectors or any other equipment provided by the landlord, its agent or contractors
 - Allow an accumulation of personal property in your home that may obstruct an inspection conducted by or on behalf of South Derbyshire District Council, cause structural damage to the property, or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items we may enforce clearance by obtaining a court order

7.0 Communication and Consultation

How we will treat you

- 7.1 Our staff and anyone contracted to work for us will be polite and considerate to all our customers.

- 7.2 You have rights under the Data Protection Act. The Council will respect these rights in all circumstances where they do not have a duty to pass information to other public organisations.
- 7.3 The Council has a duty to share with other public organisations (for example the police, other departments of the Council, or the Department of Works and Pensions) certain information you give us or someone else gives us about you. This is done where the information given could help prevent or detect fraud or help prevent risks to the health or safety of anyone living in one of our properties. (See *definition of fraud in section 1*)
- 7.4 You have the right to see any information we have about you and your tenancy. You can get copies of the information from us but we have the right to charge you an administration fee. You will not be allowed to see any information that does not concern you directly or is confidential and has been provided by a third party, or concerns someone else.

Consulting you about things that affect you

- 7.5 We will work in partnership with our tenants when planning changes to our housing services.
- 7.6 We will carry out regular surveys to find out from you and any tenant representatives whether we are providing you with a good standard of service.
- 7.7 We must ask your views about any plans we have that will significantly affect the property you live in, the services we provide, or your housing situation.

Such plans may be to:

- 7.7.1.1 Carry out modernisation or improvement work to the property or your estate,
- 7.7.1.2 Change a policy that affects the way we provide services to you, or
- 7.7.1.3 Change the facilities or level of services we provide to you.
- 7.8 The way we consult you will depend on the kind of work we plan to do. If it affects the property you live in we will write to or talk to you personally. If it involves an area or group of tenants, we may use a more general way of discussing with tenants and leaseholders, for example holding meetings or discussing with representatives of your local tenant and residents' associations.
- 7.9 We must ask your views about any major changes we plan to make to this Tenancy Agreement. We will write to you personally asking for your views and giving you a set time in which to respond. Once we have finished consulting

everyone involved, we will write to you to tell you if the changes are to go ahead.

- 7.10 We can introduce new minor rules and regulations in response to new concerns of tenants, the landlord or the police without asking your views. These might be in relation to such matters as anti-social behaviour or repairs.
- 7.11 We will write and tell you at least four weeks before you need to start paying any new amount of rent or service charge.
- 7.12 We will keep you informed about how well we are doing on certain aspects of our work. We will publish our Annual Report every year that describes our work and performance. It will tell you how we pay for the service and how we spend your money.

If you need to complain to us

- 7.13 You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can.
- 7.14 If you need to make a complaint, you should contact us as soon as possible. If it is a serious complaint you should follow our formal complaint procedure. This sets out a very clear way for both you and us to behave, to make sure that the complaint is handled correctly.

8.0 Moving home and ending your tenancy

Your right to move somewhere else

- 8.4 You can apply to move to another property belonging to South Derbyshire District Council. This is called a transfer (*See definition of transferring in section 1*). You must complete a form to be accepted onto the Choice Based Lettings scheme.
- 8.5 We will not normally allow you to transfer to another property owned by South Derbyshire District Council or any other social landlord, if:
 - 8.5.1.1 You owe us any rent or other debts,
 - 8.5.1.2 Your property, including the garden, is in poor condition, or
 - 8.5.1.3 You have made improvements or alterations to the property without our written permission. (See paragraphs 4.9 to 4.14 about alterations). (See definition of social landlord in Section 1).

- 8.6 You can ask to see a summary of how we decide who gets offered a South Derbyshire District Council home. You can get a copy of our Allocations Policy from:

Housing Services
South Derbyshire District Council
Civic Offices
Swadlincote
Derbyshire
DE11 0AH

- 8.7 If you are a secure or flexible tenant, you can apply to exchange properties with another South Derbyshire District Council tenant or a tenant of a housing association or another local council. *(See paragraphs 10.8 to 10.11 about exchanging)*

If you want to end your tenancy

- 8.8 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. In joint tenancies any person that is left in the property should contact the Council immediately they become aware that notice has been served by the joint tenant.
- 8.9 If you want to end your tenancy, you must write to South Derbyshire District Council and you must give us notice at least four weeks before you want to leave the property.
- 8.10 The four weeks' notice must always end on a Sunday.
- 8.11 You cannot normally end your tenancy by passing it on to someone else. *This is explained in paragraphs 10.6 and 10.7.*

Preparing to leave your home

- 8.12 You must leave the property (including the garden) clean and tidy and remove any rubbish or items you do not want to take with you.
- 8.13 You must remove all your possessions from the property (including the garden) unless you have an agreement with us to leave certain items.
- 8.14 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will assess the property before you leave. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work. You are not expected to repair normal 'wear and tear' on the property while you have lived in it.

At the end of the tenancy

- 8.15 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.
- 8.16 You must pay all the rent you owe up to the day your tenancy ends.
- 8.17 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:
- 8.17.1.1 Damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet,
 - 8.17.1.2 Repairs that are your responsibility to repair. *These are set out in your Tenants' Handbook,*
 - 8.17.1.3 Items that are missing,
 - 8.17.1.4 Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard,
 - 8.17.1.5 Removing or disposing of anything you leave, and
 - 8.17.1.6 Cleaning the property or clearing your garden if not left in a reasonable condition.
 - 8.17.1.7 Providing a forwarding address
- 8.18 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.
- 8.19 If you do not return all the keys of the property to the Civic Offices by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.

9.0 Assigning over your tenancy to someone else

Succession

- 9.4 In the event of death, there may be a legal right of succession. Succession can only take place under the limited provisions detailed in the Housing Act 1985.

- 9.5 Provisions governing succession are detailed in the Council's Tenancy Policy and all successions will be managed in line with Tenancy Policy.

Assignment

- 9.6 In some special situations you can pass on your tenancy to someone else. This will be done by assigning the tenancy (*See definition of assigning in section 1*). You need to meet the relevant criteria set out in law and we will grant permission and update the tenancy agreement. If you try to hand over the tenancy to someone else without our permission we can apply to a court to make you, and anyone living at the property leave.
- 9.7 You cannot hand over your tenancy to another member of your household because of a divorce or relationship breakdown. If the matter goes to court, the court will make the decision based on the following:
- 9.7.1.1 Matrimonial Causes Act 1973, Section 24;
 - 9.7.1.2 Matrimonial and Family Proceedings Act 1984, Section 17(1);
 - 9.7.1.3 Paragraph 1 of Schedule 1 to the Children Act 1989;
 - 9.7.1.4 Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004;

Mutual exchanges

- 9.8 If you are a secure or flexible tenant, you can exchange homes with another South Derbyshire District Council tenant or a tenant of a Registered Provider or another local council but you must get our permission in writing first. This is called an exchange (*See definition of exchanging and asking permission in section 1*).
- 9.9 We cannot refuse permission to exchange unless there is a good reason. Examples of such reasons are:
- 9.9.1.1 We are in the process of taking legal action because you are in rent arrears, or because we need to move you or the tenants of the other property involved to another property,
 - 9.9.1.2 One of the homes has special adaptations for a disabled or elderly person and no one moving into the property needs the adaptations,
 - 9.9.1.3 One of the properties would become overcrowded,

- 9.9.1.4 One of the properties would be too large for the household moving in, or
- 9.9.1.5 One of the properties is part of a supported housing scheme and the household moving in would be too young for supported housing.

9.10 We can withdraw the permission for the exchange based on 10 grounds of Schedule 2 of the Housing Act.

9.11 It is illegal to pay someone to exchange properties with you. If you do this we can apply to a court to allow us to make you, and anyone living with you, leave the property.

For more information about this document please contact us:

Housing Services
South Derbyshire District Council
Civic Offices
Civic Way
Swadlincote
Derbys
DE11 0AH

Tel 01283 595795
Email housingservices@south-derbyshire.gov.uk
Website www.south-derbys.gov.uk
Twitter @SDDC
Facebook Housing Services