

THIS IS A DRAFT FOR CONSULTATION ONLY. PLEASE DO NOT SIGN THIS DOCUMENT

Contents

Main Front Page

Terms and Conditions

(A) General Terms

(B) Our responsibilities as landlord

(C) Your responsibilities as tenant

(D) Your rights as a tenant

(E) Enforcing the terms of the tenancy

DRAFT

Folkestone & Hythe District Council

Tenancy Agreement

This document is a tenancy agreement between

The Landlord

Folkestone & Hythe District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent
United Kingdom
CT20 2QY

And

The Tenant(s) full names in block capitals

Name 1

Name 2

In the case of joint tenancies the term 'tenant' or 'you' applies to all the tenants named above. Each tenant individually has the rights and responsibilities set out in this tenancy agreement. A joint tenant's name cannot be taken off the tenancy and he or she cannot be forced to leave the property, without a court order. One joint tenant can end the tenancy by giving us the notice set out in section C (28.1) of the agreement.

Any other people who will be living at the property when the tenancy begins are listed at section 12 of the agreement.

The address of the property rented in this agreement is

Full address

The property comprises

Full details of the property – see guidance – e.g.

- A flat with 2 bedrooms, on the 2nd floor.
- A house with three bedrooms and an attached outhouse
- A flat in an Independent Living Scheme with one bedroom

The garden arrangements are

Full details – see guidance e.g.

- Private front and rear gardens to be maintained by the tenant
- Communal gardens to be maintained by the landlord
- Shared garden to be maintained by the tenant and other tenants or leaseholders of the same block

The tenancy begins on

Monday (insert date)

And is a weekly periodic tenancy

This is a Secure tenancy as defined by the Housing Act 1985

Or

This is an Introductory Tenancy as defined by the Housing Act 1996. This will automatically convert to a Secure tenancy after 12 months, unless the landlord has extended the tenancy or started action to bring the tenancy to an end (see section 'Introductory Tenancies')

The weekly charges from the start of this tenancy are:

Rent	£	
Service Charges	£	
Intensive Housing Management Charge	£	
Water charge	£	
Heating and hot water	£	
Sewerage	£	
Telecare	£	
Other	£	
total	£	

Details of all Household Members at the start of this Tenancy

Full Name	Date of Birth	Relation to Tenant

I confirm that:

- The information I gave in my housing application was and is still true and accurate.
- I do not own, part-own or hold the tenancy to any residential property elsewhere, in the UK or in the world.
- I agree to accept the property in its current condition.
- I have been given an opportunity to read the tenancy agreement and now agree to follow all the terms and conditions.

Signature, name, date – tenant 1

Signature, name, date – tenant 2

Signed on behalf of Folkestone & Hythe District Council

Signature, name, position, date

Independent Advice

You can obtain independent advice about this tenancy and your rights from Citizens Advice or other advice agencies, or from a solicitor (you may have to pay for the services of a solicitor).

Introductory Tenancies

Introductory tenants have fewer legal rights than a secure tenant and can be evicted more quickly and easily than a secure tenant. During the 12-month introductory period you must show us you can keep to the conditions of this agreement, after which time you will become a secure tenant.

Introductory tenants' rights and restrictions applying to this tenancy agreement are detailed in the accompanying Information Sheet 'Information for Introductory Tenants'.

If you break any of the terms and conditions in this agreement, we may ask the Court to evict you. If your case is taken to Court, it is important to note that the Court does not have any discretion whether to make a possession order (as long as all of the paperwork is correct) and therefore it is very likely that they will give us possession of your property.

If we decide to extend your introductory tenancy or to seek possession, you will have the right to have the landlord's decision reviewed by a Senior Manager.

Definitions/ Glossary

Unless otherwise stated, the following definitions apply to all the terms and conditions contained within the tenancy agreement.

We	Refers to the Council, any member of staff and any agent or any contractor we have instructed to act on our behalf under the terms of the agreement.
You	Includes yourself as the tenant or joint tenant and any household member living with you including family, friends, relatives, lodgers, pets and visitors to the property.
Property	The term property includes your home and all land (including gardens which are not communal), buildings, fixtures, fittings, fences and walls which are a part of it.
Internal Communal Areas	Includes all entrance halls, stairwells, landings, communal lounges and communal laundry rooms, kitchens and bathrooms which are shared or accessible to others.
External Areas	Includes all open space, play areas, garage areas, balconies, stairwells, parking bays, shared garden areas, shared yards and all council-owned property that is not part of your property.
Tenancy Charges	These are charges which you are responsible for in addition to the weekly rent and service charges.

Notice	Refers to any notice served by you (and/or any joint tenant) on the Council, or any notice served by the Council on you and any joint tenant.
Re-charges	This is where the Council will recharge you for any repairs or works which are needed to the property, or any communal areas, where the damage has been caused by you, a household member, or any visitor to your property.
Alterations to the property	This means any changes to the structure of the property, and includes any works to any fitted kitchen, bathroom, radiators and pipes and any other items related to the installation for the supply of water, gas and electricity, sanitation, space heating and heating water.
Right to rent	This relates to the checking of an individual legal right to occupy a property in the UK. More information can be found from the Government's website.
Illicit drugs	Refers to any substance which is defined under the Misuse of Drugs Act 1971, or any subsequent legislation.
Use and Occupation	These are charges which you will be responsible for. This includes, but is not limited to, where you serve notice to end your tenancy, and thereafter fail to leave, or where you lose your security of tenure as a result of failing to live at the property as your only or principal home.
Assign	This means to pass the tenancy to someone else. It means that you will no longer be a tenant of the property, or have any legal rights to occupy.
Complaints Procedure	If you are dissatisfied with the service you have received from the Council, you may feel the need to make a formal complaint. More details are available via our website.

TERMS AND CONDITIONS

A. GENERAL TERMS

1. Rent and Other Charges

- 1.1 This is a weekly periodic tenancy.
- 1.2 The term 'rent' includes the weekly rent, plus service charges and any other weekly charges due for the property.
- 1.3 The total amount you pay may include certain other charges for additional services. These are called service charges. If any of these charges apply, they will be detailed in the service charge schedule that is issued to you with this tenancy agreement, and summarised on the front page of this

agreement, in the letter offering you the tenancy, and in any further letters you receive about changes to your rent. The way in which we will charge you for services is on a fixed basis.

- 1.4 We may, after consulting with you and any other tenants or leaseholders affected, increase, add to, reduce or vary the services we provide. This may include adding services where you have not previously paid a service charge at all.
- 1.5 The total amount you pay may include certain other charges known as Tenancy Charges. These charges may include but are not limited to contents insurance (which you will need to organise yourself), court costs or re-charges for property damage from any former tenancy you may have had with us.
- 1.6 You must pay for any charges relating to your heating or hot water, which is based on an individual metered usage, and which will be billed directly to you by the relevant appointed service company. These payments may vary from month to month depending on your usage.
- 1.7 Rent is due weekly in advance.
- 1.8 You may pay your rent in advance for longer periods such as monthly, but it must always be paid at least one week in advance.
- 1.9 There may be some 'rent payment free' weeks when you do not have to pay rent – we will give you details of these 'rent payment free' weeks in writing. If you owe us rent, you must continue to pay during these 'rent payment free' weeks.
- 1.10 If your rent is paid on your behalf by benefits and this payment is made in arrears, then you must make additional payments at an agreed rate until such time as your rent account does not fall into arrears in between benefit payments.
- 1.11 Your rent (or other charges) may be increased or decreased from time to time. This is usually once a year. You will be advised of any change in the amount of rent you must pay at least 28 days before the rent changes. This will include giving you the date from which you will have to pay the new rent.
- 1.12

Former Tenancy Arrears

1.12 You owe The Council £xx.xx in rent or other charges arrears from your former tenancy at [previous tenancy address] which ended on [end date of former tenancy]. You have agreed to pay off this debt at a rate of £xx.xx per week.

This debt may relate to rent, service charges, rechargeable repairs costs or other charges related to your former tenancy.

It is a condition of this tenancy that you maintain the payments as set out above. This is in addition to payments for your current rent and tenancy charges.

- 1.13 If your rent account is in credit, you may request a refund. We will first use this money to pay any other debts you owe us before we give you a refund. Other debts may include arrears from a different tenancy, rechargeable repairs costs, court costs, council tax arrears or any other debt to the Council.

2. Future Changes to this Tenancy Agreement

- 2.1 You cannot make any changes to the terms of your tenancy.
- 2.2 We may change the terms of your tenancy from time to time. If we intend to do this, we will:
- Write to you to tell you about the changes we intend to make and give you an opportunity to comment on the proposed changes.
 - We will then write to you again and give you four weeks' notice of the changes.

3. Notices

- 3.1 We may serve any notice on you at your property by putting it through the letterbox, by fixing it to your property, by sending it by recorded delivery, by first or second class post or by leaving it with you or any other adult at your home.
- 3.2 You may serve any notice on us by posting or delivering it to us at:

The Housing Service
Folkestone & Hythe District Council
The Civic Centre
Castle Hill Avenue
Folkestone CT20 2QY

Or at a different address if we tell you our address has changed.

B. LANDLORD'S RESPONSIBILITIES

1. Repairs, Maintenance, and Improvements – Our Responsibilities

- 1.1 We will maintain and repair:
- The structure and outside of your home and shared areas of your home (if applicable) this includes drains, gutters, and external pipes.
 - Any shared areas around your property such as entrance halls, stairways, lifts, passageways, and other shared areas. We will keep the lighting in shared areas in reasonable working order.
 - The installations of electricity, gas, water, drainage systems or any system connected with providing greener energy e.g. Solar panels etc.
 - Any heating and water installations we have provided.
 - Kitchen and bathroom fittings we have provided, but not hinges, doors or drawer fronts if the damage to any of these was caused by you, or a member of your household or visitor.
- 1.2 External brick-built outhouses and sheds are not classed as liveable space. The council will only maintain these in order to keep the main property secure and weather tight.
- 1.3 We will keep the outside of your property and the internal communal areas of flats and maisonettes in a reasonable decorative state.
- 1.4 We maintain a programme of improvements for the long-term benefit of our properties. We will discuss these with you, as and when the situation arises. We may insist that improvements are carried out for example when they are part of a programme of works for the overall benefit of the neighbourhood, or when we consider them necessary for the long-term maintenance of the property.
- 1.5 The Council will not be responsible for making good any internal finishes affected by any improvement works carried out by the Council at the property unless damage to the decorations has been caused because of negligence by the Council or anybody acting on the Council's behalf.

C. TENANT'S OBLIGATIONS

1. Reporting Repairs

- 1.1 You must report any faults, repairs or damage to the property immediately by contacting us. Damage includes criminal damage or where anyone else's home or property is causing damage to your home. If a repair is required because of criminal damage, you should report this to the Police and obtain a crime reference number.
- 1.2 The Council cannot be held liable for any repairs that you have not reported to us, and which we could not reasonably be expected to be aware of if you have not reported them to us.

2. Repairing and maintenance responsibilities

- 2.1 You are responsible for decorating the inside of the property, and for keeping the internal decorations to a reasonable standard.
- 2.2 You are responsible for doing certain minor repairs, maintenance, and replacements at your own expense. Details of these are given in Section 11 of this Agreement.

3. Fencing and gates.

- 3.1 You, along with your neighbours are responsible for the maintenance and or replacement of fencing between properties, and all gates. We will maintain any fencing that face onto public areas.

4. Rechargeable Repairs

- 4.1 If the Council has to carry out any repairs that are your responsibility, or has to carry out repairs due to damage, neglect or misuse by you, or a member of your household, or your visitors, you will be re-charged for the full cost of the repairs including an administration charge and VAT, where applicable.

5. Works you must not undertake

- 5.1 You, anyone living with you, or visiting your home must not:
- Paint boiler casings, electric storage heaters, heaters or UPVC window frames or doors.
 - Carry out any installations (including EV charge points) or undertake any internal or external alterations to the property without written consent (see section D3).
 - Interfere with any fire hoses, smoke alarms or any other fire safety equipment in any communal area.
 - Tamper with the gas or electricity supplies or with the meters.
 - Store any personal belongings to such an extent that we and or our contractors are unable to obtain access to the property which includes the roof space/loft.
 - Store any personal or other objects in communal areas, for example stairwells, communal gardens, balconies or other external communal areas.
 - Obstruct communal areas, passageways, entrances, or store any possessions in the property if they cause or are likely to cause an obstruction or hazard.
 - Light any fire or bonfire on any part of the property, including your garden, or any communal areas.

6. Fitted Obstructions

- 6.1 If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to

remove it so we can carry out the work. For example, you may have to take up laminate flooring if we need to get under the floorboards, or you may have to remove boarding from your loft. You will be responsible for the replacement of such items/ fittings after we have carried out any work. This includes external areas such as decking or patio paving.

7. Looking after your garden

- 7.1 The maintenance of gardens, trees and hedges are the responsibility of the tenant. You must keep your garden tidy, lawns must be cut, and hedges trimmed. We will only undertake works to the garden, trees and hedges in exceptional circumstances for example where there is a health and safety risk or a risk of damage to the property. In such circumstances you will be recharged for the cost of the works including VAT and an administration charge.
- 7.2 You must keep your garden and surrounding areas free from items such as rubbish, furniture, domestic or commercial appliances, builders waste. If we ask you to remove items like this and you fail to do so, we may remove the items. You will be given a minimum of seven days' notice that we will be removing the items, and we will charge you for doing this, including VAT and an administration charge.

8. Trees

- 8.1 Trees must be maintained to prevent loss of light including shading to any PV or solar panels, damage to property or growing to a height which is unmanageable.
- 8.2 Any works undertaken to large trees should be carried out by a suitably qualified tradesperson or tree surgeon.

9. Use of the Home

- 9.1 You must live in this property as your main and principal home.
- 9.2 During your tenancy you must not (either solely or jointly) own or rent any residential property which would be reasonable for you to live in as your main or principal home. You must tell us if you own a residential property or have another residential lease or tenancy.

If you inherit a property, this condition can only be broken once you have owned the property for more than 12 months.

10. Absence from Home

- 10.1 You must tell us if you are going to be away from your property for more than four weeks, and give us a contact address in case of any emergency. You must also tell us when you anticipate returning to the property and the reason for your absence. If you do not inform us, we may treat you as

no longer occupying the property as your only and principal home and take action to repossess the property.

11. Sub-letting and Lodgers

- 11.1 You have the right to take in lodgers or sublet part of your home.
- 11.2 A lodger is someone who lives with you but was not part of your household when you first moved in. They do not have exclusive rights to any one part of your home.
- 11.3 Sub-letting means that someone lives with you and is not a member of your household and who pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You must not sub-let the whole of your home.
- 11.4 You must receive written permission from us before a lodger moves in or you sublet part of your home.
- 11.5 It is your responsibility to have checked the individual/s have a right to remain in the country (which includes checking their right to rent), that the maximum number of people allowed for your property is not exceeded, and you have provided us in writing with, their names and the dates that they will be moving into your property, before we will grant you permission.

12. Running a business from home

- 12.1 You must not run a business from your property without first obtaining our written permission. Permission will not be withheld unreasonably, but we will consider factors such as the amount of noise generated, any nuisance that may be caused to your neighbours or whether damage is likely to occur to the property.

13. Access to your Home

- 13.1 You must allow our employees, agents, and contractors access to the **whole** property, including all areas of the garden, loft, or any outbuildings at reasonable times (subject to giving you reasonable notice) to:
- conduct a gas safety inspection, and any subsequent repairs.
 - conduct electrical periodic testing, and any subsequent repairs.
 - inspect the condition of your home.
 - carry out repairs or improvements.
 - carry out preventative works.
 - carry out other works to the property, the installations and the common areas or an adjoining property.
 - Inspect the property as part of routine tenancy reviews or in the investigation or prevention of tenancy fraud.

We will normally give you at least 24 hours' notice but more 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 take action to gain access to the property. This could include where gas is escaping, water is overflowing, or we believe that someone's life or physical safety is threatened.

14. Access to meet Landlord's Legal Responsibilities

- 14.1 Where the council has a specific legal responsibility to carry out certain works in your home such as the Gas Safety (Installation and Use) Regulations 1998, and you do not provide reasonable access, we may take action to gain access to the property. If we have to do this, you will be charged for any costs associated with this action.

15. Utilities

- 15.1 It is your responsibility to arrange for the connection and supply of utilities such as gas (where applicable), oil (where applicable), electricity, water, telephone and broadband.

It is a condition of this Tenancy Agreement that you maintain supplies of gas or oil (where applicable), electricity and water. This is so the council can fulfil our testing and repairing responsibilities.

16. Vehicles and Parking

- 16.1 You must not drive across a kerb to access your property unless it has been dropped in accordance with the regulations of the Highway Authority.
- 16.2 You must not use the garden or any hardstanding to your property to store, load or unload scrap metal or strip down vehicles or repair any vehicle, other than minor routine maintenance to your own vehicle.
- 16.3 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on your property except on a hard standing designed for vehicular use. Any motor vehicle must be roadworthy and have appropriate insurance and tax (SORN is not acceptable). They must not be in a derelict condition.
- 16.4 You must not allow anyone to sleep in a caravan or other vehicle parked on your property.
- 16.5 You must not park or leave any trailer, HGV, caravan or boat anywhere on Folkestone & Hythe District Council owned land or car parks.
- 16.6 You must not park any motor vehicle on council-owned land unless it is a designated parking area, and the vehicle is roadworthy, insured and taxed (SORN not acceptable).
- 16.7 If shared car parking is provided, you may park ONE vehicle per household. A parking space is not guaranteed, and there is no parking provision for visitors.

- 16.8 You must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency vehicles, or services such as refuse collection
- 16.9 If you keep any form of motorised vehicle in your home, including battery powered vehicles such as mobility scooters, electric wheelchairs or electric bicycles it/they must not be stored or charged in any area that could block your means of escape in case of fire or other emergency.
- 16.10 You must not keep motorised vehicles including mobility scooters, electric wheelchairs or battery assisted bicycles in any internal communal areas. If kept in external communal areas, they must be at least 6 meters away from any residential building.

17. Condition of your home and communal areas

- 17.1 You must keep all internal communal areas and external areas clean, tidy and free from rubbish or furniture at all times. You must not store bicycles, mobility scooters, electric wheelchairs, pushchairs or any other items as these can impede fire escapes. Items left in internal communal areas may be removed without notice.
- 17.2 You must not leave or wedge open communal doors, or your front door if you live in a flat, at any time.
- 17.3 You must make sure that your refuse is put out ready for collection in accordance with the Council's waste collection and recycling service. If you live in a flat or maisonette, you may be expected to deposit rubbish in the communal bins provided. You must use these bins and not leave household waste in any other parts of the internal communal areas or external areas.
- 17.4 You must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in any internal communal areas or external areas including your private garden if you have one. You may seek permission for the use of bottled Calor gas for cooking/heating purposes.

18. Lofts

- 18.1 If your home has a loft, this is not classed as liveable space. You may be permitted to use a loft for limited storage, but you must ask our permission first. This permission may be withdrawn at any time, for example if we need the loft space for the installation of or access to equipment. The Council will not accept liability for any injury or damage to people, animals or property in the loft howsoever caused.

19. Guns & other weapons

- 19.1 If you keep guns (whether real, de-commissioned or replica) or any other weapons in your home, these must be kept out of sight and stored securely if requested. If you do not comply with this request, we may

refuse to enter your home including to carry out any repairs, whilst we seek legal action requiring you to comply with our request.

20. Hoarding, excessive clutter or excessive storage

- 20.1 You must not keep or store possessions in your home to such an extent that:
- It creates a hazard or a potential hazard (including fire, structural, health and safety, smell, or vermin) for you, those living in the property or other neighbours or to staff who may need to access the property from time to time.
 - Your day-to-day functioning is impeded – for example, if you are unable to use the kitchen or bathroom and cannot access all rooms.
 - The impact of the hoarding is negatively affecting neighbours.
 - Access to allow for surveys, inspections, repairs, refurbishment works is impeded.

21. Community Responsibilities

- 21.1 You are responsible for your behaviour and for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home and garden, surrounding land, in shared gardens, parking areas, in communal areas (stairs, lifts, landings, entrance halls, pathways) and in the locality around your home.
- 21.2 You, anyone living with you, or visiting your home must not cause a nuisance, annoyance, or disturbance to any other person in your home or garden, on surrounding land, in shared areas or in the locality around your home including your neighbours. Examples of nuisance, annoyance or disturbance can include (although this list is not exhaustive):
- Arguing, shouting or swearing.
 - Dogs fouling.
 - Public display of drunkenness.
 - Dumping rubbish or fly tipping.
 - Carrying out illegal or immoral activity, prostitution or storage of stolen goods.
 - Damaging, defacing or putting graffiti on Council property.
 - Jamming doors open in communal blocks or interfering with security or safety equipment.
 - Leaving refuse outside your property on any other day than the day of collection.
- 21.3 You must not harass or threaten to harass persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood. This includes but is not limited to harassing people based on their age, disability, race, religion or belief, sex or sexual orientation.
- 21.4 Examples of harassment include, but are not limited to, the following:

- Behaviour causing alarm or distress to others.
- Language causing alarm or distress.
- Using or threatening to use violence.
- Using insulting or abusive words or behaviour.
- Damaging or threatening to damage another person's home or possession.
- Writing threatening abusive or insulting letters or graffiti.
- Using social media to cause alarm or distress to others.

21.5 You must not make false or malicious complaints about the behaviour of another person in the locality of your property.

21.6 You or anyone living with you, including children and your visitors must not use the property or the neighbourhood to make, supply or store any illicit drug (unless there is a lawful prescribed medical use for the drug by the named person) or to cultivate, manufacture, supply or sell any illicit drug.

22. Abuse towards staff and others

22.1 You must not abuse, assault, threaten, harass, or obstruct our employees, contractors or agents in person, by telephone, in writing or in any other way while they are carrying out their job, whether at the property or elsewhere such as at our offices. You must ensure any dog is controlled and does not injure or intimidate any employee, contractor or agent.

23. Violence and abuse in the home

23.1 You must not assault, threaten or harass any person living with you or sexually, financially or emotionally abuse them such that the person can no longer live peacefully in the property.

24. Noise

24.1 You must not cause, or allow, any excessive noise which might cause a nuisance to neighbours and others in the area. This can be noisy parties, shouting, fighting, screaming, dog barking or other behaviour capable of making excessive noise.

25. Loud Music or TV

25.1 You must not play or permit to be played by any other person residing in or visiting the property, any computer, laptop, mobile device, radio, television, record, DVD, CD, or musical instrument or to operate any other equipment in the property in such a manner as to cause or be likely to cause a nuisance, disturbance or annoyance to any other person in the locality.

26. Floor Coverings

26.1 Should your property be situated above another flat we will require you to install and maintain all floors in the property with an appropriate floor

covering such as carpet and underlay in sitting rooms, bedrooms, hallways and on stairs; and linoleum in kitchens, bathrooms and WCs, unless we provide you with written consent to do otherwise.

In most situations, where you are living in an upstairs flat, we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering and may require you to change this to alternative flooring where we receive complaints about noise.

27. Pets & Other Animals

- 27.1 Keeping domestic pets such as cats, dogs and small reptiles are permitted at the discretion of the Council, subject to the terms set out in this section below. This permission may be withdrawn if any of the terms are breached or not met.
- 27.2 You must not allow your pet or pets to cause a nuisance in the locality of your property. This includes barking for extended periods of time, or at unsocial hours. This also includes animals that any visitors bring to your property.
- 27.3 Dogs must be kept on a lead at all times whilst within the internal or external communal areas. They must never be allowed outside of your property unsupervised.
- 27.4 Exercising your dog or allowing it to foul in the internal or external communal areas is prohibited. You must take your dog away from any communal areas to exercise it.
- 27.5 If you have a garden and allow your animal to foul within the garden area, you must make sure you clear up any mess (and dispose of it in appropriate waste facilities) immediately afterwards to prevent any health hazards including smells and to stop the garden becoming unsightly.
- 27.6 You must ensure that no pet kept at your property prevents an employee, contractor or agent of the Council gaining access to the property or prevents them fulfilling their normal duties. Therefore you will be expected to keep them under control and/or kept secure if requested to do so by an employee, contractor or agent of the Council whilst in your home.
- 27.7 Permission for any pet must be sought if this Agreement relates to an Independent Living property. Permission will be granted or denied in accordance with the Council's Pets Policy in force at the time of the request. Where permission is granted, if you live in an Independent Living property you must appoint someone to look after your pet in the event you are unable to look after it yourself.
- 27.8 You must obtain our permission if you wish to breed animals at the property.

- 27.9 Dogs banned or restricted under the Dangerous Dogs Act 1991 are expressly prohibited, and permission will not be granted by us for them to be kept in any of our homes.
- 27.10 All other types of animals such as chickens, goats, horses are prohibited, unless explicit permission has been granted by the Council.

28. Ending Your Tenancy and Moving Out

- 28.1 You must give the Council four weeks' notice in writing, starting from a Monday, if you intend terminating your tenancy.
- 28.2 All the keys to your property must be returned to the Council by 12 noon on the Monday when your tenancy has ended. If you fail to do this, you will be charged rent for a further week (or you may be charged use and occupation if you fail to provide the keys and legal action is necessary by the Council).
- 28.3 You must leave the property and garden in a clean and tidy condition, clear of all your belongings and furniture and clear of rubbish. If you do not, any items left shall be disposed of as soon as your notice period has expired. We will do this work and charge you for it. This will include the cost of the works in addition to an administration charge and VAT where applicable.
- 28.4 You must make good any damage however caused prior to terminating your tenancy. Any alterations that have been carried out by you may need to be removed. We will advise you at the point of termination, or as soon as we become aware of them, if this is necessary. If the Council has to carry out any repairs that are your responsibility, or has to carry out repairs due to damage, neglect or misuse by you or your visitors, or has to carry out works to remove alterations, you will be re-charged for the full cost of the works including an administration charge and VAT, where applicable.
- 28.5 You must leave the fixtures and fittings in the same state as they were when your tenancy began (or better) except for reasonable wear and tear.

D. TENANT'S RIGHTS

1. Right to Assign

- 1.1 You can assign your tenancy only under the following circumstances:
- You are ordered to by the court.
 - You are passing the tenancy to someone who would be entitled to succeed to the tenancy if you died.
 - You are carrying out a mutual exchange.
- 1.2 You must seek our permission if you wish to assign your tenancy. For an assignment to take effect you must complete the relevant paperwork. If you hand it over to someone else without permission, we can apply to a court to make you, and anyone living with you, leave the property.

- 1.3 We can refuse permission to assign your tenancy but would not do so unreasonably.

2. Right to repair

- 2.1 In some cases you have a legal right to repair under the Housing Act 1985 section 96. You may be able to get compensation if certain repairs are not done on time. More details are available on the Council website, or on request.

3. Right to carry out improvements to your home

- 3.1 You have a right to make certain improvements to your home but only with our advance written permission. To seek written permission you must complete a Tenant Alteration form which is available upon request. Examples of changes that need our permission are:

- Floor surfaces other than carpet.
- Fitting a new kitchen or bathroom.
- Installation of additional power sockets.
- Fitting a shower or gas fire.
- Putting up a satellite receiver dish or aerial.
- Putting up a shed, lean-to, extension, porch, fence, conservatory, greenhouse, patio, decking, aviary, pigeon loft, fishpond, pool or similar structure in your garden.
- Building a parking space, garage, hard standing or driveway.
- External installation of CCTV.

- 3.2 You may also need other permission for example planning or building regulation consents, and you must not make any alteration to the property which is in breach of any planning or building control regulation.

- 3.3 We must give you a decision within 20 days of receipt of your completed Tenant Alteration form. We will respond in writing, and our letter will explain the conditions that apply to the type of work you are planning to carry out. We will not refuse permission unless there is a good reason

- 3.4 If you do carry out improvements or changes to your property or add any fixtures or fittings without our permission or are in breach of any planning or building control regulation, we may require you to put back the property to its original condition, at your own expense. You agree that you will pay the cost if we have to carry out work to rectify any damage that may have been caused to the property or the building in which it stands, or adjacent buildings or land.

4. Right to compensation for improvements

- 4.1 When your tenancy comes to an end you may be entitled to compensation for improvements you have carried out to your property. This only refers to certain types of improvements. Please note if you are an introductory

tenant, you cannot claim compensation for any improvements you have carried out.

E. Non-Exhaustive list of repairs that are the tenants' responsibility.

1. You are responsible for the following repairs to your home:

- Decoration in your home.
- Boundary fences between you and your neighbours.
- Ventilating the property so as to avoid excessive condensation.
- Replacing glass (where damage has been caused by the tenant, another member of the household or visitor – if the damage is claimed to be criminal, a crime number must be provided).
- Replacement locks after keys have been lost, stolen or damaged.
- Door locks and door furniture inside your home.
- All internal doors
- Toilet seats.
- Sink and bath plugs.
- Gas cookers, connections and other appliances you have fitted*.
- Electric cookers, connections and other appliances you have fitted, including the pipework to your washing machine, dishwasher and tumble dryer*.
- Gas leaks on your own appliances.
- Electrical trips or requiring fuses.
- Fuses to appliances or replacing lamps or bulbs.
- Smoke detector batteries.
- Replacing lost, or damaged wheelie bins.
- Keeping the property free from vermin, including ant and wasp nests, fleas, bugs, mice and rats.
- Television, telephone and IT connections and aerials (unless you live in accommodation that provides these connections as part of a Council communal system).
- Unblock wastes to sinks, wash basins, baths, showers and toilets.
- Keeping grates, grids, drains and gullies clean and clear.

F. ENFORCING THE CONDITIONS OF THIS TENANCY

1. Action that may be taken

- 1.1 We have these tenancy conditions for the well-being and safety of all our tenants, and for the protection of our stock. The Council will decide if and when it will enforce any breaches of the tenancy conditions.
- 1.2 The Council may take action against you if you breach any of these tenancy conditions and this may result in the Council taking action to bring your tenancy to an end or taking alternative appropriate action.
- 1.3 If we think you are in breach of any of your responsibilities under these tenancy conditions:

- We will investigate the circumstances and try to reach an agreement with you.
- We may serve a notice on you requiring you to comply. If you do not comply, we may take legal action to end your tenancy or enforce the terms and conditions.
- If you do not put right any repairs which are your duty, we may arrange for the repairs to be carried out and re-charge you for the cost of the work including an administration fee and VAT where applicable.

1.4 If you think the council is in breach of any of our responsibilities under these tenancy conditions, you can:

- First, let us know. You can do this informally or formally via our Complaints Procedure.
- If the complaint is about a repair not being done within the agreed time limits, you may be able to use the Right to Repair. See our website for more details.
- You can talk to your local Citizens Advice, Shelter, other advice centre or a solicitor for information about your rights.

end