

Tenancy conditions

Tenancy agreement

By signing this tenancy agreement, you agree to become a non-secure introductory or secure tenant with Folkestone & Hythe District Council ("the Council") under the Housing Act 1985, as amended by the Housing Act 1996. This legislation gives you a wide range of rights. It also places a number of responsibilities on you as a tenant.

This agreement together with the *Tenant Handbook* comprises the terms and conditions between tenants and the Council.

If you have not had a secure or assured tenancy with a council or housing association immediately before the start of this tenancy you will become an introductory tenant for the first 12 months of your tenancy. If you keep to the Terms and Conditions of your introductory tenancy agreement, you will automatically become a secure tenant at the end of the first 12 months. If you breach any of these conditions, the Council may take legal action against you for possession of the property, or any other suitable action it thinks is appropriate. The Council can recover court costs from you.

Independent advice

You can obtain independent advice about this tenancy and your rights from the Citizens Advice Bureau or Shelter.

The agreement should be read with the *Tenant Handbook*, as both documents together comprise your Tenancy Agreement with the Council. If you accept these terms, please proceed to sign the Tenancy Agreement and return a copy to the Council.

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 must:

- Not behave anti-socially, cause a nuisance or harass other people.
- pay the rent due on time

- keep the property clean and decorated
- respect the neighbours and not cause a nuisance
- not cause overcrowding
- keep the garden (if applicable) in a neat and tidy condition
- allow our workmen into the property to carry out inspections and repairs; and
- give us four weeks' notice to end the introductory tenancy.

Introductory tenants' rights and restrictions applying to this tenancy agreement are detailed in the accompanying *Tenant Handbook*.

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, you need to be aware that the Court will give us possession of your property as the Judge cannot make any other decision.

If you conduct your tenancy satisfactorily you will automatically become a secure tenant 12 months from the start of your introductory tenancy.

You have the right to have the Council's decision to seek possession reviewed by a Senior Manager should it become necessary to start possession proceedings. You can find advice on how to do this in the *Tenant Handbook*.

Secure tenancies

If you sign this tenancy as an existing tenant, or you have become a secure tenant after completing the 12 month introductory period, you will be entitled to more rights than if you were a non-secure introductory tenant. For example, you will be able to mutually exchange your property with another tenant and exercise your right to buy. A full list of your rights is given in your *Tenant Handbook*.

The Council cannot make you leave your property without obtaining a possession order from the Courts. The Court must decide whether the Council is justified in bringing action against you before granting a possession order.

Demoted tenancies

Under certain circumstances, we may apply to the County Court to change a secure tenancy to a demoted tenancy. This means that:

- your secure tenancy rights are reduced to those of an introductory tenancy for up to 12 months; and

- rent arrears accrued when you had a secure tenancy become payable immediately.

Your rights

Under the terms of the Housing Act 1985 (as amended) a secure tenant and an introductory tenant has certain rights. Please refer to the accompanying *Tenant Handbook* for more details.

Definitions

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, buildings, fixtures, fittings, fences and walls which are a part of it.

Internal communal areas – include all entrance halls, stairwells, landings, communal lounges and communal laundry rooms, kitchens and bathrooms which are shared or accessible to others.

External areas – include 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.

Terms and conditions

Folkestone & Hythe Council's duties to you

1. Repairs

The Council will keep in repair the structure and exterior of the property, but you must notify us of repair work you are aware of. Particular items include but are not limited to:

- the roof
- external drains, rainwater goods and pipes

- external walls and doors, window sills, window frames
- internal walls, skirting boards, door frames, floors and ceilings
- excluding decoration but including major plasterwork
- some fences, pathways and other means of access

The Council will keep all the installations in the property for the supply of water, gas and electricity, sanitation and for space and water heating in repair and proper working order.

Where additions or improvements have been made, we will only repair them if we have agreed in writing to maintain and repair them.

If you cause damage, we may do the repairs and charge you for them. If any of these repairs are not put right or paid for by you, the Council may take legal action against you to secure the repairs or recover the money it spends on repairs from you.

2. External decorations

We will keep the outside of your property and the internal communal areas of flats and maisonettes in a reasonable decorative state.

3. Improvements

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 as a result of negligence on behalf of the Council or anybody acting on the Council's behalf.

Your duties to the Council

1. False statement

- 1.1** You or someone acting on your behalf must not make a false statement and/or be involved in any way in supplying information which may not be true or mislead an officer of the Council, in order to obtain a Council property. If you do this, we will take action to obtain possession of your property.
- 1.2** You or someone acting on your behalf must not make a false statement to an officer of the Council, in order to obtain preferential treatment under your Tenancy

Agreement or about any aspect of your tenancy. If you do this, we will take action to obtain possession of your property.

2. Payment of rent and money owed to the Council

- 2.1** You must pay all your rent together with any other tenancy charges on the Monday of each week. If you apply for your rent to be paid by Housing Benefit, either partly or fully, it is your responsibility to complete the necessary claim form and provide all the required information.
- 2.2** Tenancy charges are any financial obligations arising from your tenancy which can include but are not limited to: heating, hot water, garage rent, contents insurance, charges for wilful property damage.
- 2.3** You must not withhold the rent or any tenancy charge for any reason whatsoever.
- 2.4** You must pay any debt outstanding from any tenancy in full, for example, unpaid rent, tenancy charges, charges for wilful damage and any court costs.
- 2.5** If you are joint tenants, you are individually and together responsible for all the rent and tenancy charges, and any debt outstanding from any previous council tenancy. The Council can recover all arrears owed to it from either of you or both of you. This means that if one joint tenant leaves, the remaining tenant or tenants are responsible for the total of any arrears outstanding and ongoing rent and tenancy charges.
- 2.6** If you have any difficulty paying your rent or tenancy charges, you or someone acting on your behalf must contact your housing officer immediately.
- 2.7** If you do not pay your rent, rent arrears, or tenancy charges, the Council can take Court proceedings to evict you from your property. These proceedings will incur additional charges such as legal fees and Court costs which are recoverable from you and which will then be added to your rent account.
- 2.8** The Council may vary the amount of rent you have to pay. In such circumstances, you will be notified in writing of any variation. This notice will also tell you of your rights to end the tenancy if you do not accept the new rent level.

3. Use and occupation of your property

- 3.1** You must live in this property as your main and principal home and nowhere else.

- 3.2** You must tell us if you are going to be away from your property for more than 4 weeks and give your housing officer a contact address in the event of any emergency. Failure to do so, where the property remains unoccupied for more than 4 weeks, may result in the Council deciding that you no longer live in the property. If you are claiming housing benefit, you must ensure that you comply with housing benefit rules during the period you are away.
- 3.3** You may take in lodgers as long as you are a secure tenant and your property does not become overcrowded. You will need written permission if your lodgers are intending to stay for 6 weeks or more. You must give your housing officer the names of any lodgers and advise Housing Benefit of any changes to your circumstances.
- 3.4** You must not separate part of your property for what is called a 'sub-tenancy'.
- 3.5** You must not run a business from your property without first obtaining our written permission. We will consider factors such as the amount of noise generated, any nuisance that may be caused to your neighbours or whether damage will occur to the property.
- 3.6** You must not alter or improve your property in any way unless you have written permission from us. This includes but is not limited to the following:
- putting up an extension
 - adding to or changing or replacing the fixtures and fittings provided by the Council
 - altering or tampering with essential gas, electricity or water services
 - putting up an aerial or satellite dish
 - building or putting up any structures such as sheds, garages, pigeon lofts, car ports, hardstanding or driveway
 - making major alterations to the property
 - removing any tree or hedge from the garden or external area.

The Council will not unreasonably withhold permission for you to undertake such changes or alterations.

- 3.7** 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.
- 3.8** You must not use the garden or drive to your property to store, load or unload scrap metal or strip down vehicles or repair any vehicle.

- 3.9** You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on your property except on a hard standing. Any motor vehicle must have appropriate insurance and a valid tax disc or be registered SORN with the DVLA. They must not be in a derelict condition.
- 3.10** You must not allow anyone to sleep in a caravan or other vehicle parked on your property.
- 3.11** You must not park or leave any trailer, HGV, caravan or boat anywhere on Folkestone & Hythe District Council owned land or car parks.
- 3.12** You must not park any motor vehicle on council owned land unless it is a car park and the vehicle has a valid tax disc displayed.
- 3.13** You must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency vehicles.
- 3.14** You must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in internal communal areas or external areas. You may seek permission for the use of bottled Calor gas for cooking/heating purposes.
- 3.15** You must not bring in or store mopeds or motorbikes inside your home or into internal communal areas.
- 3.16** 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 or any items as these can impede fire escapes.
- 3.17** 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 bins provided in the designated area. You must use these bins and not leave household waste in any other parts of the internal communal areas or external areas.
- 3.18** Where household refuse is collected on a fortnightly basis you must ensure your household waste is properly bagged and disposed of to avoid smells and strewn rubbish.
- 3.19** You must keep all parts of your garden and outside area neat and tidy. This includes but is not limited to:
- grass
 - trees

- plants
- bushes
- hedges
- garage
- sheds
- greenhouses

3.20 3.20 You must keep your property clean and in good condition at all times.

4. Repairs and maintenance

4.1 You must not damage, or destroy any fixtures and fittings at the property. This includes but is not limited to:

- the structure and outside of the building, including any glazing
- the fittings for the supply of gas, water and electricity
- bathroom and sanitary fittings
- water and heating systems
- kitchen units and fittings
- internal fixtures and fittings, for example: doors and internal glazing

4.2 You are responsible for the actions of any persons you allow into your property and will be liable for paying for damage caused by their actions to any part of your property or internal communal areas or external area.

4.3 You are responsible for carrying out some internal repairs at your own expense, details of which are given in the *Tenant Handbook*.

4.4 You are responsible for keeping the internal decoration of the property up to a reasonable standard.

4.5 You must report any repairs that the Council is responsible for carrying out immediately.

4.6 You must report any damage, however it was caused to your property immediately.

4.7 You must not steal or appropriate any item from the property or any internal or communal areas or external area owned by the Council.

4.8 You must allow Council employees and their contractors to enter your property at all reasonable hours on request for the purposes of inspecting the property or carrying out any works. Unless otherwise agreed, we will give you at least 24 hours notice.

4.9 In an emergency, we may require immediate access to your property. If the property is unoccupied or access is denied, the Council may use reasonable force to gain entry. Upon completion of the works and/or inspections, your property will be properly secured and repaired as necessary. An emergency in these circumstances is when either the property or a person's safety is at risk.

4.10 Failure to provide access to your property for repairs, inspections or routine servicing which includes safety checks we are required to carry out by law may result in forced entry, for which you will be charged.

5. Recharging

You will be re-charged for the cost of repairs for damage resulting from your wilful or negligent action and for the replacement of any fixtures or fittings in your property that you destroy. The Council will also charge for:

- any works that the Council has had to carry out because you have not done them.
- any costs incurred by the Council as a result of your breach of conditions in this agreement.

6. Anti-social behaviour

6.1 You must make sure that you do not

(a) behave or act in a way which is likely to cause, or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your property, including council employees and contractors.

(b) harass, abuse or threaten people living, visiting or working in the locality of your property, including council employees and contractors.

(c) damage, misuse or dump rubbish in internal communal areas or external areas.

Harassment includes but is not limited to:

- violence or threats of violence towards any person including all Council employees, agents or contractors of the Council
- abusive or insulting words or behaviour

- damage or threats of damage to another person's property
- writing threatening, abusive or insulting graffiti
- any interference with the peace or comfort of any other person
- harassment because of a person's age, sex, sexual orientation, gender, gender reassignment, religion and belief, race, colour, nationality (including citizenship), national origins, ethnic groupings, physical disability, learning disability or because they are living with a serious illness.

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

6.3 You must not use your property or locality for any criminal or illegal or immoral purposes which includes but is not limited to selling, possessing, storing drugs or stolen goods, or prostitution.

6.4 You must not commit an arrestable offence in your property or locality.

6.5 You must not inflict violence or threaten violence against any other person, either living with you or in another property. You must not harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in a lawful activity within the locality.

7. Pets

7.1 You must not allow your pet or pets to cause a nuisance in the locality of your property. This includes animals that any visitors bring to your property and locality. In some flats, maisonettes and sheltered schemes there are restrictions to the type of animal that is permitted. You must get permission to keep unusual pets such as snakes.

7.2 You must not keep any pet, which causes or is likely to cause a nuisance or annoyance or disturbance to neighbours or others living in the locality.

7.3 You must make sure you do not allow your animal to foul in the internal communal areas or external area. If you have a garden and allow your animal to foul within the garden area you must make sure you clear up any mess immediately afterwards to prevent any health hazards including smells and to stop the garden becoming unsightly.

7.4 You must ensure that no pet kept at your property prevents an employee, contractor or agent of the Council gaining access to the property.

7.5 If you live in sheltered accommodation you must appoint someone to look after your pet in the event you are unable to look after it yourself.

8. Ending your tenancy

8.1 You must give the Council four weeks' notice in writing, starting from a Monday, if you intend terminating your tenancy.

8.2 You, or your representative, must return all keys to your property to the Council by 12 noon on the Monday when your tenancy has ended.

8.3 You must leave the property and garden in a clean and tidy condition, clear of all your belongings and furniture and clear of rubbish.

8.4 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 if this is necessary.

8.5 You must leave the fixtures and fittings in the same state as they were when your tenancy began except for reasonable wear and tear.

9. Notices

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 class post or by leaving it with you or somebody at your home.

Enforcing the tenancy conditions

We have these tenancy conditions for the well-being and safety of all our tenants. The Council will decide if and when it will enforce any breaches of the tenancy conditions.

The Council may take action against you if you breach any of these tenancy conditions and this may result in the Council terminating the tenancy or taking alternative appropriate action.

What you can do if the Council does not keep to the agreement

(a) First, complain to your housing officer.

(b) If the complaint is about a repair not being done within the agreed time limits, you can use your right to repair – see *Tenant Handbook*.

(c) If these actions do not put the situation right, you can complain in writing or by email to the Council. They will arrange for your complaint to be investigated and will write to tell you the result within 28 days.

(d) You can talk to your local Citizens Advice Bureau, Shelter, other advice centre or a solicitor for information about your rights.

(e) If you wish to serve a notice on the Council to do with legal proceedings, or other notices, it should be served on the Council, at:

Folkestone & Hythe District Council

Civic Centre, Castle Hill Avenue

Folkestone, Kent CT20 2QY

What the Council can do if you do not keep to this agreement

(a) We will investigate the circumstances and try to reach an agreement with you.

(b) If you still do not keep to the Agreement, we may serve a notice on you requiring you to comply. If you do not comply, we will take legal action to end your tenancy or enforce the terms and conditions.

(c) 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.