

Secure and introductory tenancy agreement

Revised January 2011



Tendring
District Council





Alternative languages and formats of this document.

If you would like to receive the content of this document in an alternative language or format, such as large print, please let us know. We will then try to make sure that, in future, we make other information and correspondence available for you in this format.

To request this document in an alternative language or format, please contact us on 01255 686490 or email housing.services@tendringdc.gov.uk

This Agreement is made between:



Our name and address

Tendring District Council, Town Hall,
Station Road, Clacton on Sea, Essex
CO15 1SE (referred to in this agreement
from now on as 'we', 'us' or 'our'), and

Your name(s)

(referred to from now on in this
agreement as 'you' or 'your')

Address of property we are letting to you

(referred to from now on in this
agreement as 'the property')

Description of the property

Start and type of tenancy

This tenancy begins on _____

and is a periodic **INTRODUCTORY /
SECURE TENANCY.**

If you have an introductory tenancy, this will automatically become a **SECURE TENANCY** on _____ unless the period of your introductory tenancy is extended by us.

Rent and service charge payable each week

	£
	£
	£
	£
	£
	£
Total weekly rent and service charge	£

Section 1 General terms of this tenancy agreement

1.1 Type of tenancy

- a) This agreement creates a tenancy in respect of the property. The tenancy will be a secure tenancy if, immediately before taking the tenancy you were a secure tenant of another council property or an assured tenant of a housing association. In all other circumstances, you will have been granted an introductory tenancy.
- b) If you have an introductory tenancy, this will normally last for a period of twelve months and, during this time you must show us that you are responsible enough to keep the property. At the end of this twelve month period, you will automatically become a secure tenant on the date shown on the first page of this agreement, providing that you have not broken any parts of this agreement. If you break any of the terms of this agreement, we may apply to the court to evict you from the property or extend the period that you must remain an introductory tenant by up to six months.
- c) The responsibilities that you have as either a secure or introductory tenant are the same. However, the legal rights that you have will differ. For example, as an introductory tenant you do not have the right to sublet, assign or exchange the property or to apply for the right to buy. Section 2 of this agreement gives details of the legal rights that secure tenants have and where these do not apply to introductory tenancies this will be stated.
- d) This tenancy is a weekly periodic secure or introductory tenancy beginning and ending at 12 noon on any Monday. This tenancy may be ended by the tenant giving not less than 4 weeks notice in writing, ending on a Monday or by the payment of 4 weeks rent in lieu of notice.

1.2 Your responsibilities

- a) Under the terms of this agreement, you are responsible for your own behaviour as well as that of your friends, relatives and any other person who lives in or visits the property, including any children. If any of these people break the conditions of this agreement, we will treat you as being responsible for them.
- b) If your neighbours are council tenants, they will have the same rights and responsibilities that are in this agreement.

1.3 Joint tenancies

- a) Joint tenancies are usually created when two or more people apply for housing together. Each joint tenant will then be jointly and individually responsible for keeping to the conditions of the tenancy agreement. This means that if one tenant breaks a tenancy condition, the other can also be held responsible. While your name is on the tenancy agreement, you are responsible for keeping to all the tenancy conditions - including paying the rent - even if you no longer live at that property.

- b) If the tenancy is in your name only, you can ask for your partner to become a joint tenant although, if you are not married or in a civil partnership, you will have to show that they have a long-term commitment to the property.
- c) If you are a joint tenant and your relationship ends, we will only be able to create a tenancy in the name of one partner if both of you agree to this, or if the court orders that the property should be transferred under matrimonial or civil partnership law.

1.4 The rent

- a) The total weekly amount of rent shown on the tenancy agreement, rent card or other formal notification is due each Monday for the week commencing on that day. This amount is payable fortnightly or as otherwise agreed by us.

1.5 Variation of rent and other charges

- a) The rent and other charges shown on this agreement or as otherwise notified by us may be varied by us giving not less than four weeks notice in writing.

1.6 Changing the terms of this agreement

- a) Apart from changes to the rent or to any service charge that you have to pay for the property, we can only vary the terms of this tenancy agreement after we have told you about our proposed changes and asked you for your views. We will take account of all the comments we receive before we make any decision about changing these terms. We will then give you four weeks notice before any changes come into force.

1.7 Refusing changes to the tenancy

- a) If you do not wish to continue your tenancy on the new terms of this agreement, you have the right to end your tenancy by writing to us before the varied terms of tenancy take effect.

1.8 Changes in legislation

- a) Any reference to legislation in this agreement applies to that Act of Parliament as it applies at the date of this agreement and any other later amendment of it.

1.9 Service of Notices

- a) You must send any notices relating to your tenancy to:
Housing Services, Tendring District Council, Town Hall, Station Road,
Clacton on Sea, Essex CO15 1SE
- b) If we have to serve you with any notice because of anything to do with your tenancy, we will do so by:
 - delivering it to the property; or
 - posting it to you at the property.

Section 2 Your rights as a tenant

The legal rights that you have will depend upon whether you are a secure or introductory tenant. If you are a secure tenant, you will have all of the legal rights summarised below. However, if you have an introductory tenancy you have fewer rights and, where any of the following rights do not apply to this type of tenancy, this will be marked (Secure Tenants Only).

2.1 Right to live in the property

- a) This agreement gives you the right to live in the property (called security of tenure). We can only end your tenancy if we have been granted a court order and these will only be issued in a number of circumstances. Details of these are given in section 6.2 (I) of this agreement.

2.2 The right of succession

- a) If you die, your tenancy may pass to your husband, wife, cohabitee/partner or Civil Partner as long as they were living with you at the property at the time of your death subject to paragraph c) below. This is called succession. If you don't have a husband, wife, cohabitee/partner or Civil Partner, or if you do not want the tenancy to pass to them, it can pass to a relative as long as they had been living with you continuously for 12 months or more immediately before your death.
- b) If the tenancy is a joint tenancy, any other tenant or tenants still living in the property after you die have a right to succeed to the tenancy
- c) The law states that a tenancy can only be transferred once, so if you have inherited your tenancy, you cannot pass it on to a relative after your death.

2.3 The right to take in lodgers and sublet the property (Secure Tenants only)

- a) You have the right to take in lodgers without asking our permission, provided you do not overcrowd your property.
- b) You have the right to sublet part, but not all, of your property although you must get our written permission first. You are not allowed to sublet the whole of the property or to sublet part of the property and the rest later.

2.4 The right to exchange (Secure Tenants only)

- a) You have the right to exchange the property with another council or housing association tenant but before doing this, you each need your landlord's written agreement to the exchange. A mutual exchange is an assignment of the tenant's existing secure tenancy and a fresh tenancy is not created as a result of any assignment. It is important that a tenant undertakes an assignment in accordance with the legal rules otherwise the tenancy will no longer be secure which could lead to possession action being taken to rectify the breach of tenancy conditions.

- b) We will only refuse permission if we have a good reason for doing so, for example, if the property you want to move to is too big or too small for your needs or you have rent arrears. Before any exchange takes place, we will inspect the property to make sure it is in good condition and we will tell you if there are any items you need to repair or replace as a result of your misuse or neglect.
- c) If you exchange the property without getting our permission, we will take possession proceedings against you.

2.5 The right of assignment (Secure Tenants only)

- a) In some circumstances, you have the right to transfer your tenancy to someone else, as long as you get our written permission first.
- b) We will agree to this if:
 - a court has ordered you to give your tenancy to your husband, wife, cohabitee/partner or Civil Partner (person you live with as if you are married);
 - you are exercising your right to exchange; or
 - you want to assign your tenancy to someone who would have the right to succeed to it if you died.
- c) We can refuse to allow an assignment of your tenancy if it would be unreasonable, for example, if it would mean that the property would be under- or over-occupied.

2.6 The right to buy (Secure Tenants only)

- a) You may have the right to buy the property if you are a secure tenant and this is your only home. The qualifying period for the Right to Buy is two years for tenancies that started before 18 January 2005 and five years for those starting on or after that date.
- b) If you are eligible for the right to buy, you will be entitled to a discount based on how long you have been a council tenant, and whether you buy a house or a flat.

2.7 The right to repair

- a) The right to repair makes sure that certain small, urgent repairs - known as 'qualifying' repairs - are completed within a specified time. These are normally repairs that are likely to affect your health, safety or security and include unsafe power or lighting sockets, a leaking roof and toilets that do not flush.
- b) If we do not complete a qualifying repair within the specified time, you can ask us to get another contractor to do it. If this second contractor then fails to complete the work, you will be entitled to compensation from us.
- c) When you report a repair to us, we will be able to tell you whether it is a qualifying repair and, if so, how long we have to get the repair done.

2.8 The right to make improvements (Secure Tenants only)

- a) You have the right to improve or alter the property, as long as you get our written permission first.

2.9 The right to compensation for improvements (Secure Tenants only)

- a) If you have made improvements to the property, you may be able to claim compensation for them when your tenancy ends.
- b) Compensation is payable for 'eligible improvements' that were started on or after 1 April 1994 and these include installation of a bath, shower, kitchen sink or central heating.

2.10 Rights in relation to the variation of the terms of this agreement

- a) Apart from changes to the rent or to any service charge that you have to pay for the property, we can only vary the terms of this tenancy agreement after we have told you about our proposed changes and asked you for your views. We will take account of all the comments we receive before we make any decision about changing these terms. We will then give you four weeks notice before any changes come into force.
- b) If you do not wish to continue your tenancy on the new terms of this agreement, you have the right to end this tenancy by writing to us before the varied terms of tenancy take effect

2.11 The right to information

- a) You have a right to information about your secure tenancy, the Right to Buy, our repairs and maintenance obligations and our allocations policies.
- b) You have the right, under the Data Protection Acts 1998 and 2003, to see the information that we hold about you in connection with your tenancy. This means that you can check these details to make sure they are correct. If any of these details are incorrect or misleading, you are entitled to apply to have these removed or altered or to add a statement giving your own version of the facts.
- c) There are some circumstances in which we can refuse to let you see this information or can restrict the information we show you. If this applies, we will explain the reasons for this.

2.12 The right to be consulted

- a) You have the right to be consulted if we plan to change the way we manage or maintain your home or make changes to do with the services or facilities we provide. If we plan to make any changes we will tell you about these plans and give you the chance to tell us what you think about them. We will consider all the comments we receive before making a decision.

2.13 The right to manage

- a) This allows tenants' organisations to take over the management of their homes and to run services that we would normally be responsible for, such as rent collection or the repair service. A tenants' organisation is eligible for the right to manage if it can show that it represents the views of all its members and does what they ask it to.

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Section 3 Our rights as your landlord

3.1 Varying the rent payable

- a) We have the right to vary the amount of rent and other charges that you have to pay for the property, provided we give you at least four weeks notice.

3.2 Varying the other charges payable

- a) We have the right to vary the other charges that you pay for the property at the same time the rent is varied using the same notice procedure as in 3.1 above, unless there is any change in the services being provided.

3.3 Varying the other terms of this agreement

- a) We have the right to vary any of the other terms of this agreement. We will only do this after we have given you notice in writing of the proposed changes and their effect and invited you to comment within a specified reasonable time. We will consider any comments made before making a decision in connection with these changes and will give you at least four weeks notice of any changes that come into force.
- b) We cannot make any variation to this agreement that significantly reduces your security of tenure, our repair and maintenance obligations or your right to be consulted.

3.4 Changes to the services we provide

- a) We have the right to vary any of the landlord services we provide, such as the support services we provide for those who live in sheltered housing. These can be increased, decreased, added to or removed. We will only do this after we have written to tell you about our proposed changes and allowed a reasonable period of time for you to make your views known to us. We will then take your comments into account and give you at least four weeks notice of any changes that are to come into force.
- b) We have the right to charge you for any new services we provide. We will only do this after we have written to tell you about our proposed changes and allowed a reasonable period of time for you to make your views known to us. We will then take your comments into account and give you at least four weeks notice of any changes that are to come into force.

3.5 Reviewing our service charges

- a) We have the right to review the amount we charge you for the services we provide when there is a change to those services or their cost. We will give you four weeks notice of any increase or decrease in the service charge or other charges.

3.6 Recharging you

- a) If you fail to do something that is your responsibility under the terms of this agreement, we may recharge you what it costs us if we have to carry out this work on your behalf. We will only carry out work when we have told you what needs to be done and given you a chance to do it. If you fail to do this, we will do it and charge you for it.

3.7 Right to enter the property

- a) We have a right to enter the property at reasonable times to inspect it or carry out repairs or other work at the property or at an adjoining property of which we are also the landlord.
- b) We will tell you when we intend to call to gain access and we will normally give you at least 24 hours' notice, except in an emergency.
- c) If we have given you notice but you do not give us access we will ask the court to make an order that gives us access to the property.

3.8 Right to seek to recover possession of your property

- a) If it becomes clear that this tenancy has been given to you because you gave us false information, we may start legal action to end your tenancy.
- b) If you break any of the conditions of this agreement, we can apply to the county court for a possession order to evict you. We will serve you with a notice that explains our intention to take legal action and our reasons for doing so.
- c) If you abandon the property, we will serve you with an appropriate legal notice.

Section 4 Your responsibilities as a tenant

4.1 Moving into your new home

- a) You must start living in the property as soon after the date your tenancy starts as possible.

4.2 Paying your rent and other charges

- a) You must pay the rent and all other charges for the property in full and on time. The total amount you have to pay will be made up of the net rent and any service charges, Careline monitoring charge, supporting people charge or other charge that applies to the property. The amount that you have to pay will normally be increased in April each year and we will give you at least 4 weeks notice of this.
- b) Your rent is due each Monday for the week ahead but you can pay this fortnightly, monthly or by a different frequency provided you get our agreement first.
- c) Provided your rent account is not in arrears, you will be entitled to two rent-free fortnights in each financial year (that is, a total of four weeks between April and March each year). These normally fall over the Christmas period and at the start of April each year. But if you are in arrears with your rent, you should continue to make payments to reduce the arrears during these rent-free periods. You will also only be entitled to these rent-free periods if you are still our tenant at the end of each of these fortnights.
- d) If your tenancy is in more than one name, you are both or all responsible for paying the rent and any other charges that are due.
- e) You are responsible for completing and returning a Housing Benefit application if you think that you may be eligible to receive this. If you receive Housing Benefit you are responsible for telling the Council's Benefits and Revenues Service about any change in your circumstances that may affect your entitlement to benefit.
- f) If you live in sheltered or other housing that has any support attached to it, you must require and receive this support. Examples of these support services include the Scheme Manager and the Careline alarm service.
- g) You are responsible for paying all other charges for the property that do not form part of the rent. These include but are not limited to water charges, fuel charges and Council Tax.

4.3 Absence from the property

- a) You must live in the property as your only or main home.
- b) If you live in sheltered housing, you must let the Scheme Manager or Careline know if you are going to be away from the property overnight.
- c) If you live in any other type of property, you must inform us in writing if you are going to be away from the property for more than eight weeks. Even if you are away from the property, you are still responsible for making sure that all the conditions of this agreement are kept, including the payment of rent.

- d) If damage occurs to the property because you have been away, for example frost damage to water pipes, you will be charged for the cost of any repairs that are needed as a result of your wilful act or omission.

4.4 Assigning your tenancy

- a) If you have a secure tenancy, you must not transfer (assign) your tenancy without getting our written permission first. We will only refuse permission if we have a good reason for doing so, for example, if it would mean that the property would be over- or under-occupied.
- b) You must not make or receive any payment to arrange an assignment.
- c) If you have an introductory tenancy, you do not have the right to assign your tenancy.

4.5 Subletting the property

- a) If you have a secure tenancy, you must get our written permission before subletting part of the property. We will only refuse permission for you to have a subtenant if we have a good reason for doing so.
- b) You must not sublet all of the property.
- c) If you receive Housing Benefit, you must tell the Council's Benefits and Revenues service before taking in a subtenant as this may affect your benefit entitlement.
- d) If you have an introductory tenancy, you do not have the right to sublet your property.

4.6 Exchanging the property

- a) If you have a secure tenancy, you have the right to swap the property with another council or housing association tenant (mutual exchange) but you must not do this unless you have got our written agreement first. We will only refuse permission if we have a good reason for doing so, for example if the property that you want to move to is too big or too small for your needs or if you have rent arrears.
- b) If you exchange the property, you then accept responsibility for the condition of your new home as it is left by the tenants you have exchanged with. This includes the condition of the decoration. We will only carry out electric and gas safety checks at the start of your tenancy and any repairs that are needed to the structure or outside of your new home.
- c) You must not make or receive any payment to arrange a mutual exchange.
- d) If you have an introductory tenancy, you do not have the right to exchange the property.

4.7 Overcrowding

- a) You must ensure that the property does not become overcrowded.

4.8 Repairs and maintenance

- a) You must keep the property and any fixtures or fittings that we provide in good repair and condition.
- b) You must tell us as soon as possible about any repair that is needed in the property.
- c) You are responsible for repairs which are necessary to your property because you did not report another repair to us.
- d) You are responsible for repairing, renewing or replacing a number of items in the property. Examples include door bells and light bulbs.
- e) You are responsible for all damage, blockages and any repairs that are needed in the property or its communal areas as a result of abuse, neglect or misuse by you, your household or visitors to the property.
- f) You are responsible for repairing any damage caused by or to your own fixtures and fittings and for any repairs needed to your own belongings.
- g) You must decorate the inside of the property as often as is necessary to keep it in good condition. You must not use a textured finish (such as artex) or fix polystyrene tiles on any walls or ceilings in your property.
- h) You must make reasonable efforts to heat and ventilate the property using any suitable means provided to prevent condensation.
- i) If the property has a chimney, you must make sure it is swept as often as necessary to keep it in good working order. This should be at least once a year if you routinely use an open fire.
- j) You should take all reasonable precautions to prevent frozen and burst pipes in your property. If you do not take reasonable precautions, we will charge you for the cost of any work we have to do.
- k) You are responsible for repairing and maintaining your own equipment, such as cookers and washing machines, and should make sure that these are installed, repaired and serviced by suitably qualified and competent people.
- l) You are responsible for arranging and paying for the supply of gas, electricity and water to your property.
- m) You must make sure that you take adequate precautions to prevent fire in the property. We will charge you for any costs we have to meet as a result of a fire if this is caused deliberately or as a result of neglect by you or anyone living at or visiting the property.

- n) You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.
- o) You must use any gas burning appliances or equipment that we provide in accordance with the manufacturer's instructions, which includes making sure that any flues or ventilation is not blocked.

4.9 Communal areas

- a) If you share any communal areas such as hallways and landings with others, you are jointly responsible for keeping them clean and tidy.
- b) You must use these areas in a reasonable manner and make sure that damage does not occur as a result of misuse or neglect by you, your household or visitors to the property.
- c) If you live in sheltered housing, you must use the furniture and facilities that we provide in the communal halls, lounges, kitchens, bathrooms and other areas in a reasonable manner and make sure that damage does not occur as a result of misuse or neglect by you, members of your household or visitors to the property.
- d) You must tell us as soon as possible about any repair that is needed in any communal area or to any communal service or facility.
- e) You must not put or store any item(s) in these areas that cause an obstruction, safety hazard or increase the risk of fire.
- f) You must observe any signs displayed in communal areas.
- g) You, members of your household and visitors must not smoke in areas designated as smoke free. These include communal hallways, corridors, shared lounges and kitchens.

4.10 Gardens, yards and balconies

- a) You must keep any garden area that we have allocated to you in a tidy and cultivated condition. This means that you should cut the grass and trim any hedges regularly and generally keep your garden to a standard that we decide is acceptable, taking into account the character and location of the property.
- b) You must make sure that any garden area, yard or balcony that we have allocated to you or that you share with others is kept free from rubbish, stored or unwanted household items, rubble, or scrap metal.
- c) You must make sure that any garden, yard or balcony area that we have allocated to you is kept free from anything likely to cause an obstacle to anyone lawfully there, a fire risk, health hazard or structural damage.
- d) You must keep any garden area, yard or balcony that we have allocated to you free of rodent infestation and pet droppings so that the area does not become a nuisance or health risk.

- e) You must not put up any greenhouse, garage, shed or other structure without getting our written permission first. If you have an introductory tenancy, you do not have the right to improve or alter the property and so this permission will not be given.
- f) You must keep any shed, garage or other outbuilding that we have allocated to you in good repair and condition and report any repairs that may become necessary.
- g) You must not remove, alter or replace any fencing or boundary without getting our written permission first. If you have an introductory tenancy, you do not have the right to improve or alter the property and so this permission will not be given.
- h) You must not remove or destroy any bushes, hedges or trees without getting our written permission first.
- i) You must not allow any hedge, tree or shrub in your garden to become a nuisance or hazard.
- j) You must not store rubbish, furniture, household appliances or any vehicles or vehicle parts in your or any shared garden.

4.11 Illegal activity

- a) You must not use the property, its communal areas, any neighbouring areas or any garage that has been let to you for any illegal purpose.

4.12 Running a business

- a) You must not use, or allow anyone else to use, the property for any other purpose than a home, unless you have got our permission to run a business from it (see 4.12 b below).
- b) You must not run a business or trade of any type from the property without getting our written permission first. We will refuse permission if we feel that your business is likely to cause a nuisance or disturbance to others or damage the property or stop the property being mainly a place to live. The types of businesses that we are unlikely to give permission for include those that would involve the use of noisy equipment, customers visiting the property or those requiring the use of chemicals. You may also need planning permission to run some types of businesses.
- c) You must not run a business, work or trade from any communal areas of our flats or any of our garage blocks or any other land in the local area of your property.

4.13 Anti social behaviour

- a) You are responsible for the behaviour of all people, including children, who live in or visit the property. You will be responsible for them in the property, in communal areas (stairs, entrance halls, gardens and parking areas) and in the locality (play areas, streets, community buildings and facilities and all other council estates in the Tendring district).

- b) You must not cause – or allow anyone living with you or visiting you to cause, or to act in a way likely to cause – a nuisance, annoyance or disturbance to anyone.
- c) You must comply with any Council notices that prohibit certain activities, for example playing of ball games or allowing dogs to foul.

4.14 Harassment

- a) You, and those living with you or visiting you, must not do anything that could harass your neighbours or anyone in the locality, including our employees, agents and contractors for whatever reason. This includes harassment on the grounds of race, colour, ethnic origin, nationality, gender, sexual orientation, disability, age, religious, political or other belief that may interfere with their peace, comfort and convenience or cause offence.
- b) You must not display any sign, notice, advert or anything else that:
 - is obscene, indecent, pornographic.
 - causes or could cause or encourage hatred of others because of their colour, race, nationality, ethnic or national origins, religion or sexuality or otherwise.

4.15 Damage to property

- a) You and anyone living with or visiting you must not wilfully damage or deface any property or land owned by the Council or remove any part of this property.
- b) You must pay for any wilful damage or damage caused by your neglect or that of anyone living in or visiting the property.

4.16 Domestic violence and abuse

- a) You must not use threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) against any other person lawfully entitled to live in the property.
- b) You must not use violence, threats or intimidation towards any person to try to remove them from the tenancy or cause them to leave it.

4.17 Animals

- a) If you live in a house, bungalow or ground-floor flat that has access to a garden that is for your use only, you can keep one dog or one cat or one of each without asking our permission.
- b) If you live in any other type of property or wish to keep more than one dog or cat or one of each, you must get our written permission.
- c) If you live in a flat that does not have direct access to a garden or open space, we would not normally give permission for you to keep any cats or dogs unless there are exceptional circumstances, for example a request to keep a dog which will help you overcome a disability.

- d) When you ask our permission to keep any dogs or cats, we will judge your request on its individual merits. This means that we will consider such things as the type of home you live in, whether you have access to a garden or an open space nearby as well as the breed, size and number of dogs or cats you are asking permission to keep.
- e) If you live in one of our sheltered housing schemes, you are not allowed to keep any cats and dogs, unless they are a dog which helps you overcome a disability or you live in one of the self-contained bungalows in these schemes.
- f) You must not keep any animal that is banned by law, dangerous or that you are unable to control or any animal that the law regards as dangerous or out of control.
- g) You must not breed or board dogs in the property or on any council owned land.
- h) You must not keep dogs on balconies or in any communal areas.
- i) You must not chain or tether dogs on any council owned land.
- j) You must not leave any dog alone or unattended overnight or for long periods.
- k) You are not allowed to keep – in the property, garden or in any communal areas that you share with others – any animals (including cats, dogs, livestock, reptiles, insects or birds) that, in our opinion, are a source of nuisance or disturbance to anyone in the local area, including our employees and contractors.
- l) You must not keep livestock, such as horses, donkeys, goats, cows, pigs, ducks, geese, chickens or any reptiles in the property or on any land owned by us unless you have our written permission.
- m) You must not allow any animals that you keep to foul in any shared areas of your property or on roads, footpaths or play areas in the local area. You must remove and dispose of any pet droppings hygienically.
- n) Regardless of whether our specific permission is required, you must make sure that any animal you keep does not cause a nuisance, annoyance, or disturbance to others or damages any of our property. Nuisance includes but is not limited to bad smells and noise.
- o) You must arrange and pay for any additional fencing, hedges or other form of restriction that is required to keep your animal safe, under control and unable to access any one else's property.
- p) You must ensure that any dog you keep is kept on a lead while in shared areas.
- q) You are responsible for the behaviour and control of any animals that belong to or accompany visitors to your property or other members of your household.

4.18 Altering or improving the property

- a) You must not make any alterations or improvements to the property unless you get our written permission first. If you have an introductory tenancy, you do not have the right to improve or alter the property and so this permission will not be given.
- b) For secure tenants, we will only refuse permission if we have a good reason for doing so. If we give our permission, this may have certain conditions attached to it that you must keep to.
- c) As well as getting our permission as your landlord, you should also check whether planning or any other permissions are needed. We reserve the right to withdraw our permission if you do not get other necessary permissions nor keep to the conditions of any permission we give and to recharge you for any costs that we incur.
- d) Any alterations to gas appliances or pipework must be carried out by a suitably qualified Gas Safe Register contractor. Any other alterations must also be carried out to a competent and efficient standard.
- e) You will be responsible for repairing and maintaining any alterations or improvements you have carried out to the property and for their replacement.
- f) You must not remove any of our fixtures and fittings without getting our permission first.

4.19 Insurance

- a) You are responsible for either having adequate contents insurance provision or enough money to cover any losses, repairs or the replacement of any items that are your responsibility, including your furniture and belongings. As your landlord, we are only responsible for insuring the structure and exterior of the property.

4.20 Vehicles and parking

- a) You must not park or allow anyone living with you or visiting you to park any vehicles on any road, lay-by, grassed area, communal land or any other area that is not allocated for parking purposes. You must only park on a properly constructed hard standing, driveway, paved parking area or in a garage.
- b) You must not drive across any grassed area, footpath, communal land or other land that is not specifically for this purpose.
- c) You must not park or allow other members of your household or your visitors to park in an area that is reserved for the use of other residents unless you have got our written permission first.
- d) You must not keep or allow other members of your family or your visitors to keep vehicles that are unroadworthy, unsightly, untaxed, uninsured or subject to a Statutory Off Road Notification on any land that belongs to us without getting our written permission first. We will only give permission for this in special cases and for a temporary period.

- e) You must not carry out any vehicle repairs that cause or may cause a nuisance to others living in your locality or receive payment for repairing any vehicle at or within the locality of the property.
- f) You must not keep any motorbikes or mopeds inside the property or any of its shared areas.
- g) You must not park any caravan, boat, trailer, heavy goods vehicle or other commercial vehicle on any land that we own without getting our written permission first.
- h) If you have a secure tenancy, you must not construct a garage, drive or parking space without getting our written permission first. If you have an introductory tenancy, you do not have the right to make any alterations or improvements to the property.
- i) You must not park a vehicle in your garden unless you have got our written permission. We will give this permission only if you have a proper hardstanding and dropped kerb constructed at your own expense to provide access.
- j) You must not sell, rent or give away a parking space or garage that we have provided for you under the terms of this agreement.
- k) You must not park a vehicle in a way that causes an obstruction to other road users.
- l) You must not pour oil, petrol or other chemical substances down any drains or gullies.
- m) You must not allow any vehicles for which you, other members of your household or your visitors are responsible to be lived in at your property or on our land or to be used for any illegal purpose.

4.21 Getting rid of your rubbish

- a) You must put all of your household rubbish and recycling in the bin store or other place allocated for it and take reasonable care to see that the rubbish is properly bagged.
- b) If your household rubbish and recycling is normally collected from the street, you must not put it out earlier than the evening before it is due to be collected.
- c) You are responsible for properly disposing of any large or bulky items that the refuse collectors are unable to take.
- d) You must not dump or throw rubbish out of any windows or from any balconies in the property or anywhere else in your local area or dispose of or store rubbish in the property, any communal area or anywhere else, including other property owned by the Council.

4.22 Health, safety and hygiene

- a) You must keep the property clean and tidy and not do anything that encourages insects, pests or vermin into it or that could become a health risk to yourself or others.
- b) You must not affect the security of any block of flats or sheltered housing scheme block, for example by letting strangers into the building through the door-entry system or by wedging open communal entrance doors.
- c) You must not allow any fire alarm, smoke detector, gas safety cut off valve, security system, warden call equipment or similar safety or security device we have fitted in your property or in any communal areas to be interfered with or removed. You may be charged for any damage caused to any of these items.
- d) You must not interfere with the supply of gas, electricity or water or any other services or meters installed in the property. You will be charged for any damage that you are responsible for.
- e) You must not store or use any liquid petroleum gas (LPG) cylinders or appliances in the property or in any communal area.
- f) You must not store or use petrol, diesel fuel, paraffin, dangerous chemicals or other substances in the property, shed, garage or in any communal areas (other than those that can reasonably be put to domestic or medical use).
- g) You must not put any barbed wire, broken glass or other material that may cause injury on any part of the property or its shared areas.
- h) You must not throw anything from the windows or roof of the property or block or from any balconies it may have.
- i) You must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your area.
- j) You must not leave syringes or other sharp items in any place where people in the local area may come into contact with them. You must dispose of used syringes safely in an approved container.
- k) You must not shake mats or carpets from windows or balconies.
- l) Where there are any communal areas and a separate electricity supply exists, you must not take electricity from that supply for your own use.
- m) You must not do or allow anything to be done to encourage wild animals or wild birds onto council property so as to cause a nuisance or health risk to residents or damage to property. This includes feeding and providing nesting materials.
- n) You must not store any vehicles that are powered by petrol, diesel, paraffin or battery in any communal areas.

- o) If living in sheltered housing, you or anyone living with or visiting you must not use or store a motorised mobility scooter within the internal communal areas of the building.

4.23 Access to the property

- a) You must let our employees and contractors into the property to inspect its condition or that of any fixtures and fittings, or to carry out repair, maintenance or improvement works.
- b) If we have given you notice but you do not give us access we will ask the court to make an order that gives us access to the property.
- c) You must not obstruct access to the property either directly (by refusing permission to enter or cancelling appointments) or indirectly (by the accumulation of furniture, personal belongings, stored items or unhygienic conditions).

4.24 Access for gas testing and servicing

- a) You must allow access for our staff, agents or contractors to carry out any required gas safety test or checks and servicing of gas appliances in the property, as well as any other necessary repair or maintenance.
- b) If you fail to allow us access for any required gas safety test or checks and servicing of gas appliances, we will only carry out essential repairs that we are required to do by law for health and safety reasons until the safety check or test has been carried out.

4.25 Ending your tenancy

- a) If you decide that you want to end your tenancy, you must give us 4 weeks notice in writing or pay us four weeks rent instead.
- b) You must allow our employees and contractors access to the property to inspect its condition before you leave.
- c) You must report all repairs that are needed before you leave and carry out any repairs that you are responsible for. We may charge you for any repairs that we have to carry out because you have neglected the property or because of any poor-quality alterations you have done.

4.26 Moving out of the property

- a) At the end of the four week notice period, you must give us vacant possession of the property. This means there must not be anyone else living in the property when you leave. If you have any lodgers or subtenants, they must leave when your tenancy ends.
- b) You must return all your keys to us before 12 noon on the Monday at the end of the notice period. If you do not, we will charge you an extra week's rent.

- c) You must pay all rent and other charges that are due up to the date of the end of your tenancy, including any arrears.
- d) When you move out of the property, you must leave it empty, clean and in a good state of repair. You must also leave any loft space, garden, garage, shed or any other outbuilding or land allocated to you clean and clear of your belongings or rubbish. We may charge you what it costs us for clearing any items that you have left in your property.
- e) You must ensure that there are no animals left in the property when you leave it and take reasonable steps to ensure that the property is free from rodent or insect infestation.
- f) You must dispose of any rubbish or unwanted household items or furniture in the proper way. We will have the right to dispose of any such items left at the property, after you have moved out. We will charge you if we have to remove any of your belongings or rubbish after you have left.
- g) You must ensure that the disconnection of any gas, electricity, water supplies or household appliances is done safely and properly and that this meets legal requirements.
- h) If you remove any fixtures or fittings that you have installed, you will be responsible for putting the property back to the way it was before you altered it. If you don't, we may charge you for returning it to a good and safe state of repair. All fixtures and fittings you have installed and which you are leaving in the property must be in good condition and working order.
- i) If you move out of your property without telling us we will treat your property as being abandoned and will take legal action to gain possession of your property.

4.27 Paying for damage or required works

- a) If we have to do any work that is your responsibility but that you have failed to do, then you must pay us the cost.

Section 5 Our responsibilities as your landlord

5.1 Possession

- a) We will give you possession of the property that we have let to you at the start of your tenancy.

5.2 Not to interfere with your right to occupy the property

- a) We will not interfere with your right to occupy the property unless:
- we need to gain access to inspect the condition of the property or any of its fixtures and fittings or we need to carry out work to the property or a neighbouring one. Except in an emergency, we will always give you reasonable notice of this;
 - we need to gain access to carry out urgent repairs to prevent any damage to either the property or a neighbouring one. In these circumstances, we will not be able to give you any notice;
 - we need to carry out major repairs to the property and cannot do these with you living there. If this happens, we will move you to alternative accommodation temporarily or permanently and cover the cost of your move;
 - a court has decided that your tenancy has ended and has given us possession;
 - you are no longer living in the property and so no longer qualify to hold the tenancy.

5.3 Repairing and maintaining the property

- a) We will inspect the property we let to you before you move in and test the gas and electric supply and installations to make sure they are safe and working properly.
- b) We will keep the structure and outside of the property in good repair.
- c) We will keep all installations for supplying you with gas, water, electricity and sanitation facilities in good repair and working order, provided we installed these.
- d) We are not responsible for repairing or maintaining any of your own appliances that use water, gas or electricity.
- e) We are not liable for keeping in repair or maintaining any installation, equipment or similar belonging to gas or electricity suppliers or water companies.
- f) We will keep all shared areas and items that are our responsibility in repair. This means we will repair such things as communal entrance doors, roofs, guttering and staircases.
- g) We will keep all shared services, such as lighting in the corridors, door-entry systems, and lifts maintained.

- h) We will carry out repairs, testing and inspections within timescales set by law or within a reasonable time of us becoming aware of them.
- i) We will complete any repairs in accordance with Right to Repair Regulations or as soon as possible after we have started them.
- j) We will operate an out-of-hours service for you to report any emergency repairs needed to the property.
- k) If you apply to buy the property, we will only carry out essential repairs that we are required to do by law from the date that you apply until the date that you buy the property.
- l) We will decorate the outside of the property, as well as any inside shared areas, as often as is necessary to keep them in good condition.
- m) If the property is served by a communal television aerial, we will aim to carry out any repairs that are necessary within a reasonable timescale.
- n) We will inspect the shared parts of blocks of flats and our estates at regular intervals.

5.4 Services

- a) We will only make reasonable service charges and any services or works we carry out must be of a reasonable standard.

5.5 Annual servicing of appliances

- a) If we have installed a gas, oil, electric or solid fuel heating system in the property or a mains-powered smoke alarm, we will arrange for this to be tested and serviced every 12 months.

5.6 Informing you

- a) We will produce a report each year showing how we have performed as your landlord. This will be published as an edition of our newsletter, Tendring Reports.
- b) We will regularly provide information about our housing policies, allocations and transfer policies.
- c) We will publish service standards that tell you about the standards of service that you can expect from us.

5.7 Consulting you

- a) We will consult you about housing management matters that are likely to affect you and we will take your comments into account before we make any decision. This does not apply to changes to the rent you have to pay, although we will always give you at least four weeks notice of any increase.

5.8 Involving you

- a) We will make sure that opportunities are provided for you to become involved in the housing service and that these are promoted and developed.

5.9 Insurance

- a) We will insure the structure and exterior of the property, which includes the provision of main services such as gas, electricity and water. We do not insure your contents so you will have to make your own arrangements to insure these.

5.10 Acting fairly

- a) We will act fairly in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of race, colour, ethnic origin, nationality, gender, sexual orientation, disability, age, religious, political or other belief or status.

5.11 Giving our permission

- a) If the terms of this agreement require you to get our written permission for something, we will only refuse this if we have a good reason for doing so. We will write and tell you what this is. If we grant permission, this will normally have certain conditions attached to it.
- b) As well as getting our permission as your landlord, you should also check whether planning or other permissions are needed. We reserve the right to withdraw our permission if you do not get other necessary permissions nor keep to the conditions of permission we give.

5.12 Anti-social behaviour

- a) We will give you help and advice if you tell us you are the victim of anti-social behaviour.
- b) We will respond to complaints of anti-social behaviour in a reasonable time according to the seriousness of the behaviour being complained about and keep you informed about the progress of your complaint.
- c) We will take all complaints of anti social behaviour seriously and will use available legal powers to take action where it is appropriate.
- d) We will refer you to a mediation service or other agency where this is appropriate.
- e) We will take legal action to end your tenancy if you continually act in an anti-social manner. Details of the types of actions that are available to us are given in Section Six of this agreement.

5.13 Hate crime

- a) We are committed to preventing hate crime and will deal vigorously with any incident of attack or harassment perceived as being motivated by prejudice or hate and will provide help and advice if you are the victim of this.

5.14 Ending your tenancy

- a) We will give you four weeks notice in writing if we intend to ask for a court order to repossess the property.

5.15 Notices

- a) We will serve any notices on you by hand, or by leaving them or posting them to your last known address. Any notice that we issue may be handed to you in person, or left for you at or fixed to the property or sent by post.
- b) We will assume you have received all letters and notices within 72 hours if we posted these or within 24 hours if they have been delivered by hand through your letter box or on the same day if we handed them to you personally on your doorstep.

5.16 Complaints

- a) We will acknowledge and inform you of your right to complain as set out in our customer complaints procedure.
- b) We will investigate your complaint and, wherever possible, send you a written reply within 10 working days or advise you if more time is needed to investigate this.
- c) We will monitor all the complaints we receive and use them to improve our services.

Section 6 What happens if this agreement is broken?

6.1 The action you can take:

If you think that we have broken the terms of this agreement, you can:

a) **Contact us**

We will arrange for this to be investigated and will reply direct to you, normally within 10 working days.

b) **Use our complaints procedure**

If you are not happy with the initial response that you receive, you can use the Council's complaints procedure. You can find out more about this by visiting our website at www.tendringdc.gov.uk or by picking up a leaflet at one of our offices.

c) **Contact the Local Government Ombudsman**

The Ombudsman investigates complaints of maladministration against local authorities. Maladministration means that there has been a fault in the way things have been done or not done. Before you complain to the Ombudsman, you must normally have followed the whole of our complaints procedure. You can find out more about the Local Government Ombudsman by visiting its website at www.lgo.org.uk or by picking up a leaflet from our offices.

6.2 The action we can take

If you break the terms of this agreement, we can:

a) **Apply for an injunction**

An injunction is a court order that either prevents you from doing something or makes you do something. If the terms of an injunction are broken, this may count as a contempt of court which can be punished by a fine or prison sentence.

b) **Apply for an anti-social behaviour order (ASBO)**

These allow local authorities and the police to apply to the magistrates' court for an order to prevent the anti-social behaviour of anyone aged 10 or older. The subject of an ASBO must have behaved in a way likely to have caused harassment, alarm or distress to at least one person outside their own household. When an ASBO is made, it can require the perpetrator to stop behaving in an anti-social way and / or exclude them from a certain area. These orders last for at least two years and a prison sentence of up to five years may be given if they are broken.

c) **Draw up an acceptable behaviour contract (ABC)**

Acceptable behaviour contracts can be used to tackle anti-social behaviour, particularly among teenagers. An ABC is usually an individual written agreement between an individual, the Police and the local housing department. If a child is under 10 a parental responsibility contract may be entered into with the parent or guardian on their child's behalf. ABCs require the individual not to continue with certain acts that are anti-social.

d) **Refer you to our mediation service**

Mediation is a voluntary process in which a skilled and impartial third party helps people, such as neighbours who are in dispute to reach an acceptable agreement. This may be in the form of indirect mediation (where contact is made initially with each party separately) or direct mediation (where a meeting is arranged between those people in dispute to develop a joint action plan).

e) **Carry out work or take action and charge you for it**

If you fail to do something that is your responsibility under the terms of this agreement, we may arrange for it to be done and charge you what it cost us. We will also seek to recover from you the cost of any action we take against you through the courts for any breaches of this agreement.

f) **Dispose of your belongings**

If you leave any of your belongings in the property or anywhere else after you have moved out, we have the right to remove and dispose of them. We will always give you prior notice of this.

g) **Prevent you from transferring to another property or exchanging the property with another person**

We may prevent you from transferring to another one of our properties or refuse you permission to exchange the property with someone else.

h) **Demote your tenancy**

If you have a secure tenancy, under the Anti Social Behaviour Act 2003, we have the right to apply to the county court for a demotion order if you or someone living in or visiting the property has been acting or threatening to act anti-socially. This would end your secure tenancy and replace it with a less secure type that we could end more easily if you continued to act in this way. If your tenancy is demoted, you will lose a number of the rights that you enjoyed as a secure tenant, including the right to buy the property and the right to exchange.

i) **Refuse any future applications for housing**

If you are evicted for breaking this agreement on the grounds of anti-social behaviour, we can refuse your application to join our Housing Register in the future on the grounds that you are unsuitable to be a tenant of ours again.

j) **Involve the Police**

If you are guilty of a criminal act, we can refer this matter to the Police for them to take action against you.

k) **Extend an introductory tenancy**

If you have an introductory tenancy, we may extend this by up to a further six months. If we intend to do this, we will serve a notice of extension at least eight weeks before the end of the initial period of your tenancy and you then have a right to request a review of this decision.

l) **Begin possession proceedings**

We may ask the Court to evict you from the property. The procedure that we follow in connection with possession proceedings will depend upon whether you are an introductory or secure tenant.

If you are an introductory tenant:

Before we apply to the court to end your tenancy, we will serve you with a notice that explains our intention to apply to the court for an order for possession of the property. This notice will give you the reasons for this decision and a date after which proceedings may be started. You have the right to ask us to review our decision but, if this fails, we will apply to the court to end your introductory tenancy and the Court will grant the order providing the proper procedure has been followed.

If you are a secure tenant:

Before we apply to the court for a possession order we will serve you with either a Notice of Seeking Possession or, for demoted tenants, a Notice to Quit. These notices will give you the reasons for our decision and a date after which proceedings may be started.

The grounds for seeking possession are set out in Schedule 2 of the Housing Act 1985 (as amended). In summary, these are as follows:

Part One – Grounds on which a court may grant possession, if it considers it to be reasonable:

Ground 1: Arrears of rent or a breach of tenancy condition(s).

Ground 2: Nuisance or annoyance to neighbours or conviction for using the property for immoral or illegal purposes.

Ground 3: Damage or neglect of the property by you or anyone living with you (if you have not taken reasonable steps to remove the person who caused the damage).

Ground 4: Damage to furniture that we have provided, for example in the communal areas of our sheltered housing schemes.

Ground 5: Obtaining a tenancy by fraud.

Ground 6: Making or receiving a payment to another person for an assignment by exchange.

Ground 7: Where, you are a Council employee, granted the tenancy on the basis of your employment and the property is within the boundary of a building held mainly for purposes other than housing and, taking this into account, you have behaved in such a way that it would not be right for you to continue living there.

Ground 8: You were living in temporary accommodation while work was carried out on your main home and you had a secure tenancy at this property and took the temporary tenancy on the understanding that you would move back to your main home once the work had been completed and your main property is now available for you to move back to.

Part Two – Grounds on which a court may order possession if suitable alternative accommodation is available

Ground 9: The property is statutorily overcrowded.

Ground 10: We need the property empty to carry out repairs or to demolish or reconstruct the building or part of it.

Ground 12: Where you rent the property as part of your employment and it is within the boundary of a building generally used for purposes other than housing and the employment has ended and we need the property back to house another employee.

Ground 13: The property is specially adapted or has features different from other properties that make it suitable for a disabled person and a disabled person no longer lives there and we need the property to let to another disabled person.

Ground 15: The property is designated for a special needs group and there is no longer a person with special needs living there and we need the property to relet to someone with these needs.

Ground 16: A family member (not the husband, wife or partner) has succeeded to the tenancy and the accommodation is larger than the new tenant needs.

Declaration

I / We confirm that the following people are members of my / our household and will be living with me / us at the property.

Surname	First name	Gender	Date of birth	Relationship to you
				Tenant
				Joint tenant

The information which I gave in my application for a tenancy was and still is true.

I / We have read and accept the terms of this agreement.

If this is a joint tenancy, both or all of you must sign below:

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed on behalf of the Council _____ **Date** _____

Job Title _____

