

AGENDA ITEM: 13

SUMMARY

Report for:	Cabinet
Date of meeting:	26 March 2013
PART:	1
If Part II, reason:	

Title of report:	Tenancy Agreement - Introductory/Secure and Introductory/Flexible
Contact:	Margaret Griffiths, Portfolio Holder for Housing Author/Responsible Officer: Andy Vincent – Group Manager, Tenants and Leaseholders
Purpose of report:	To advise Cabinet Members on the review of the Introductory/Secure Tenancy Agreement and the launch of the Introductory/Flexible Tenancy Agreement.
Recommendations	That Cabinet Members approve the Introductory/Secure Tenancy Agreement enclosed in appendix 3 and the Introductory/Flexible Tenancy Agreement in appendix 4 (to follow). If following the conclusion of the consultation period on 29 March amendments are made to the document then approval is sought for delegated authority to be given to the Director of Housing and Regeneration to approve these amendments.
Corporate objectives:	The main impact of the Tenancy Agreement will be to contribute to the Council's Affordable Housing objective. This also supports one of the Housing Principles published with the Strategic Tenancy Policy of 'maximising the use of our housing stock to meet local priorities'.
Implications:	<u>Financial</u> The review of the Introductory/Secure Tenancy Agreement and launch of the Introductory/Flexible Tenancy Agreement will incur the following costs:- Printing: £10,000 Legal Advice: £1,500 Postage: £700*

<p>'Value For Money Implications'</p>	<p>*The draft tenancy agreement was sent to tenants in the same envelop as the year end letters – this enabled additional postage costs to be kept to a minimum.</p> <p>These costs have been budgeted for within the Housing Service improvement budget in 2012/13.</p> <p><u>Value for Money</u> The costs of undertaking the review and launch of the Tenancy Agreement have been kept to a minimum by combining printing and postage with the 'year end' letters.</p> <p>Reviewing and launching the Tenancy Agreement ensures that Dacorum Borough Council remains compliant with existing case law and primary housing legislation, plus the requirements placed on the service by the Localism Act 2011, mitigating the risk of legal challenge to the service.</p>
<p>Risk Implications</p>	<p>The Housing Service produces a risk register which is reported to the Housing and Communities Overview and Scrutiny Committee on a quarterly basis</p>
<p>Equalities Implications</p>	<p>Equality Impact Assessment carried out in March 2013 and enclosed in Appendix 2</p>
<p>Health And Safety Implications</p>	<p>The Tenancy Agreement contains reference to a number of health and safety issues for example:</p> <ul style="list-style-type: none"> • Gas Servicing • Anti-social behaviour • Threatening behaviour towards staff and Council Members
<p>Monitoring Officer/S.151 Officer Comments</p>	<p>Deputy Monitoring Officer:</p> <p>A review of the Council's introductory/secure tenancy was required to reflect changes in legislation since the last review in 2008, and to update relevant provisions to ensure that they are sufficiently robust and enforceable. The amended tenancies provide an up-to-date and enforceable tenancy agreement for Council use.</p> <p>The power to grant flexible tenancies was introduced by the Localism Act 2011 and the Council's Strategic Tenancy Policy sets out the circumstances in which flexible tenancies will be used by the Council.</p> <p>S.151 Officer</p> <p>There is budget in place to cover the administrative costs arising from the review and launch of this proposal.</p>
<p>Consultees:</p>	<ul style="list-style-type: none"> • Margaret Griffiths – Portfolio Holder for Housing • Mark Gaynor – Director of Housing and Regeneration • Elliott Brooks – Assistant Director, Housing

	<ul style="list-style-type: none"> • Tenant and Leaseholder Committee Members • The wider tenant population of 10,500 tenants
Background papers:	<p>Dacorum Borough Council's Strategic Tenancy Policy http://www.dacorum.gov.uk/default.aspx?page=1626</p> <p>Dacorum Borough Council's Allocations Policy http://www.dacorum.gov.uk/default.aspx?page=1626</p>
Glossary of acronyms and any other abbreviations used in this report:	<p>Introductory Tenancy – an introductory tenancy is issued to a new tenant when they have not previously held a council tenancy. This introductory or probationary period normally lasts for 12 months but can be extended in exceptional circumstances.</p> <p>Secure Tenancy – a secure tenancy is the main type of tenancy held by existing Dacorum Borough Council tenant. This additional 'security' of tenure over an introductory tenant give a secure tenant additional rights: such as protection from the Court if the landlord seeks possession, the Right to Buy, Right to Exchange etc.</p> <p>Flexible Tenancy – this is a new type of tenancy agreement that council's can issue from April 2013. Dacorum Borough Council has published a Strategic Tenancy Policy which sets out how the Council intends to utilise Flexible Tenancies.</p>

1.0 BACKGROUND

- 1.1 In 2012/13 the Housing Service committed to reviewing the existing Introductory/Secure Tenancy Agreement and prepare for the introduction of the Flexible Tenancy regime to commence from April 2013:

Taken from the Housing 2012/13 Service Improvement Plan

9.1 Review our secure tenancy agreement to make sure it is appropriate and reflects best practice within the housing industry

9.2 Set up flexible tenancy agreements for new tenants and establish a review procedure.

The Tenancy Agreement sets out the relationship the Council has with its tenants.

The review has been prompted by a series of changes in legislation since the current Introductory/Secure agreement was introduced in 1998 (and reviewed in 2007) and through legal advice that a number of clauses require updating.

- 1.2 The Section 150 of the Localism Act 2011 requires that all Local Authorities must produce a Strategic Tenancy Policy. Dacorum Borough Council's Strategic Tenancy Policy was approved by Cabinet in January 2013. The Strategic Tenancy Policy sets out how the Council will utilise Flexible Tenancies and who they will be issued to.

- 1.3 As part of the process of reviewing the existing Introductory/Secure Tenancy Agreement the Housing Service has sought to undertake significant consultation with tenants and their representatives. The Housing Act 1985 Section 105 places a legal requirement on landlords to consult with their tenant population should there be any significant changes to the service they receive. The consultation arrangements include:
- A number of articles have been published in Housing News and Views highlighting that the agreement is being reviewed and encouraging tenants to offer their views' on the strengths and weaknesses of the current document.
 - At a Housing Roadshow in the summer of 2012 staff spoke to tenants about their views of the existing document and where they would like to see change.
 - A consultation exercise was conducted with tenants at the Housing Conference in October 2012 on the content of the agreement
 - In December 2012 detailed consultation was undertaken with members of the Tenant and Leaseholders Committee on the clauses contained within the agreement. The Council's external legal representatives were invited to the meeting to discuss the changes to the agreement and to highlight the reasoning for them.
 - A series of Housing Information Fairs were run across the borough in December 2012 and January 2013 to enable staff to speak to as many tenants as possible about the new agreement
 - In February 2013 every tenant was sent a copy of the draft agreement with a covering letter highlighting the key changes to the document and encouraging tenants to offer their views on the changes (this letter is included in appendix 1). This consultation will continue until 29 March 2013 after which amendments will be made to the document and a final version will be sent to all tenants with a letter highlighting the key changes.

2.0 THE TENANCY AGREEMENT(S)

- 2.1 A copy of the draft Introductory/Secure Tenancy Agreement is included with this report in appendix 3. The Introductory/Flexible Tenancy Agreement is modelled on this document with additional clauses in relation to the 5 year fixed term nature of the tenancy, arrangements should a further flexible tenancy be issued by the Council, the flexible tenancy review arrangements, tenancy termination during the flexible tenancy period and rights of succession.

The Flexible Tenancy Agreement will be launched from 1 April 2013. Tenants who sign up to a new Flexible Tenancy will be issued, at the commencement of their new agreement, with details of the review arrangements which will be conducted one year prior to their tenancy ending. This will also specify their right of appeal should the Council conclude that they will not be issued with a further Flexible Tenancy.

3.0 RECOMMENDATIONS

It is recommended that Cabinet Members approve the Introductory/Secure Tenancy Agreement enclosed in appendix 3.

The agreement is currently going through a consultation period and may be subject to some small amendments.

It is requested that delegated authority is given to the Director of Housing and Regeneration to approve any amendments to the agreement.

Appendix 4 (to follow) contains the Introductory/Flexible Tenancy Agreement. Cabinet Members are asked to approve this document.

Appendix 1

Dear Tenant

Introductory/Secure Tenancy Agreement – Consultation

In 2012/13 Dacorum Borough Council committed to reviewing the Introductory/Secure Tenancy Agreement which sets out the relationship the Council has with its tenants.

The review has been prompted by a series of changes in legislation since the current agreement was introduced in 1998 (and reviewed in 2007) and by legal advice that a number of clauses require updating.

In putting together this draft of the agreement we have:

- Published a number of articles about the new tenancy agreement in *Housing News and Views*
- Consulted with tenants at the Housing Conference in October 2012 on the content of the agreement
- Undertaken detailed consultation with members of the Tenant and Leaseholders Committee on the clauses contained within the agreement
- Run a series of Housing Information Fairs across the borough to enable us to speak to as many tenants as we can about the new agreement

Every tenant will receive a copy of this letter and will have the opportunity to comment on the content of the agreement. If you wish to comment please either write your comments on the agreement and send them back to me, ring me on 01442 228000, email me at andy.vincent@dacorum.gov.uk or visit our website at www.dacorum.gov.uk/housing . For comments to be considered for inclusion in the final version of the Introductory/Secure Tenancy Agreement they must be received no later than 29 March 2013.

The changes contained within the new agreement are focused in the following areas:

A section on the requirements under the Data Protection Act has been added to the agreement. This includes enabling the Council to share data with a third party for the prevention of fraud (see page 6).

Reference to the support services which are available to Dacorum Borough Council tenants is now included within the agreement (see page 6).

Within the clause on rent and charges on page 11 reference is now made to a requirement that tenants owing rent or other debts from a previous tenancy are obliged to repay them.

Changes have been made to the clause on access on page 12 enabling the Council to gain access to a property in an emergency and to carry out a gas safety check.

The clauses on anti-social behaviour have been enhanced to give more detail on what acts constitute anti-social behaviour (see page 15).

The vehicle section of the agreement has been altered to strengthen the conditions on parking, designed to ensure that tenants with a car park it responsibly (see page 17).

Changes have been made to the responsibilities for tenants who keep pets, which includes reference to the Council's Pet Policy (see page16).

The clause on housing need on page 18 has also been changed. It now highlights that if a Council tenant has accommodation elsewhere that they could permanently live in then they would be expected to give up their Council tenancy and move into alternative accommodation.

The rights of family members to succeed to a Secure Tenancy upon the death of the tenant have been changed to reflect the Localism Act 2011 (see page 19).

A change has been made to the clause on ending a joint tenancy to clarify that there is no obligation on the Council to house either of the joint tenants if their Secure Tenancy is terminated (see page 24).

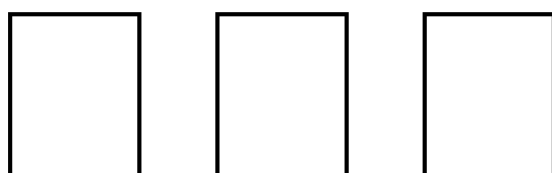
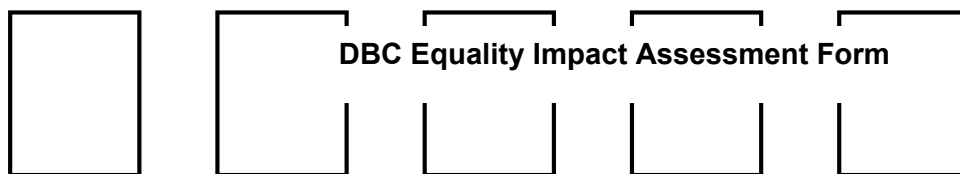
Following 29 March 2013 we will consider each of the comments received and make alterations to the tenancy agreement where necessary. Once a final version of the agreement is completed you will receive a copy which will then become your new agreement with the Council.

If you have any queries regarding your tenancy or how this new agreement will affect your rights, please speak to your Housing Officer on 01442 228000 and ask to speak to the Tenancy Team.

Yours sincerely

Andy Vincent
Group Manager, Tenants and Leaseholders

Appendix 2



Directorate: Housing and Regeneration
Service: Tenant and Leasehold Group
Policy / function / activity being reviewed: Tenancy Agreement
Date completed and by whom: March 2013 – Andy Vincent: Group Manager
Review date: March 2018

Step 1 – Identifying the Purpose / Aims

1. What type of policy, service, activity or function is this?

Changing/ updated ▲

2. What is the aim and purpose of the policy, activity, service or function?

To review the Council's Introductory/Secure Tenancy Agreement
To introduce a Introductory/Flexible Tenancy Agreement from April 2013

3. Outline any proposals being considered.

Consultation with the tenant population on a draft document has been undertaken. A final document will be issued to existing tenants in Spring 2013.

4. Who is the policy, activity, service or function intended to help / benefit / serve?

The tenancy agreement defines the relationship Dacorum Borough Council has with its tenants – stating both the obligations of the Council and responsibilities of individual tenants.

5. Does the policy, activity, service or function have any specific aims or objectives in relation to equality, social inclusion or community cohesion?

As a result it contains an element which seeks to promote community cohesion.

Step 2 – Considering existing information and what this tells you

6. Summarise any data / research or performance management information about the policy, function or activity that is available. This could include equalities monitoring information; surveys; complaints or grievances.

Data / Information

The Housing Service gathers profiling data on the households living within Council owned homes. A summary of this is enclosed:

Whole lead tenant population (Sept '12)	
Gender	Percentage
Female	58%
Male	42%
Age	
0-25	5%
26-40	20%
41-50	17%
51-65	31%
65+	27%
Ethnicity	
Unknown	30.2%
Asian Bangladeshi	0.0%
Asian Indian	0.1%
Asian Other	0.7%
Asian Pakistani	0.6%
Black African	0.4%
Black Caribbean	0.2%
Black Other	0.2%
Chinese	0.0%
Mixed Other	0.0%
Mixed White + Asian	0.0%
Mixed White + Black African	0.1%
Mixed White + Black Caribbean	0.1%
Other	0.4%

Refused	0.1%
Traveller - Gypsy	0.0%
White British	64.8%
White Irish	0.9%
White Other	0.9%

7. Is there any evidence of negative differential impact on any of the Nine Protected Characteristics or any other cluster group? (Some equality categories may be more relevant than others)

Race or Ethnicity
There is no evidence of this having a negative impact on any of the nine characteristics outlined below. A review of this equality impact assessment is planned for March 2018 to consider the impact the introduction of flexible tenancies has had on those tenants who have been issued a Flexible Tenancy from April 2013.
Sex (Gender)
Gender Reassignment and Transgender
Sexual Orientation
Age
Disability
Religion or belief/ faith communities
Marriage and Civil Partnerships
There is provision within the agreement made for civil partners to ensure that they have the same rights within the agreement as married couples.
Pregnancy and Maternity

Socio Economic Duties (Socially excluded communities or groups)

Step 3 – Assessing the Impact

8. Is there any evidence of higher or lower take-up of the service, facility or opportunity by any group /community and if so, is there an explanation for this?

No – the Introductory/Secure Tenancy applies to all households equally to all tenants.

9. Could any of the associated rules, requirements or regulations of the function, activity or policy affect the accessibility of the service/ activity to any groups or communities?

No – the agreement is written with the intention of respecting the diversity of the tenant population served by Dacorum Borough Council.

10. If the impact or effects are adverse for any community or group, can they be defended i.e. in order to provide equality for another community under legislation or policy?

Yes ▲ NO ▲ Please give details below.

No – negative impact or effect has been identified.

Step 4 – Dealing with adverse or unlawful impact

11. What can be done to improve the policy, service, function or any proposals in order to reduce or remove any adverse impact or effects identified?

Not applicable

12. What would be needed to be able to do this? Are the resources available?

Step 5 – Consultation and Feedback

13. Outline your proposals to consult with those affected on proposed changes.

- A number of articles about the new tenancy agreement have been published in *Housing News and Views* (summer, autumn and winter 2012)
- Consultation was undertaken with tenants at the Housing Conference in October 2012 on the content of the agreement
- Undertaken detailed consultation with members of the Tenant and Leaseholders

Committee in December on the clauses contained within the agreement

- A series of Housing Information Fairs were run across the borough in December 2012 and January 2013 to enable Housing Staff to speak to as many tenants as we can about the new agreement
- A letter has been sent to each tenant to ask their views on the agreement highlighting the key changes that have been made to the document.

Once the consultation is concluded changes will be made to the document; the final version of the agreement will be sent to all tenants with a covering letter detailing the amendments that have been made following the consultation.

Step 6 – The decision

14. What needs to be done?

The consultation arrangements on the Introductory/Secure Tenancy Agreement and the Introductory/Secure Tenancy Agreement will be taken to Cabinet in March 2013 for approval.

Step 7 – Monitoring, review and evaluation

15. What monitoring and review mechanisms are in place or will be developed?

Procedures are in place to ensure that the both the Council and the tenant population comply with their obligations under the tenancy agreement.

The internal, external and BSI audit programme work to ensure that the procedures are implemented as stated. There is also a review programme for these documents.

The performance framework within the Housing Service also works to ensure that both the Council and the tenant population meet their obligations under the terms of the tenancy agreement.

Step 8 – The service plan

16. What needs to be included in the Service Development Plan?

Developing a suite of procedure documents for all the functions undertaken by the Housing Service is currently being completed.

Accreditation of a number of functions delivered by the Housing Service (such as rent collection and arrears and anti-social behaviour case management) will strengthen the support given to tenants in these areas.

17. Does an Action Plan need to be put together to ensure everything is actioned?

No

Step 9 – Publishing the Results

The EqIA will be published on the Council’s website; therefore as the author of the document it is your responsibility to ensure that it is written in an understandable way, free from Council jargon.

In order for the EqIA form to be published it must be reviewed and signed off by the relevant Group Manager. It is the service manager’s responsibility to ensure that this is done.

Once the form this has been completed an electronic copy should be sent to Anne Stunell – Human Resources, ext. 2089 or Elissa Rospigliosi - Corporate Graduate, ext. 2541.

Appendix 3



Tenancy Agreement

January 2013 DRAFT

Dacorum Borough Council Tenancy Agreement

This agreement contains details of your rights, and the obligations that you agree to abide by as tenant(s). It is legally binding.

You should read the agreement carefully and ask us to explain anything you do not understand before signing it.

(1) **DACORUM BOROUGH COUNCIL**

of: Civic Centre, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1HH

referred to in this agreement as “the Council” or as “we” or “us”

and:

(2) **THE TENANT(S)**

of: _____

referred to as “the Tenant” or “you”)

for the weekly tenancy of:

(3) **THE PROPERTY KNOWN AS (as indicated by attached plan):**

(4) **IN THE BUILDING KNOWN AS*:**

*If applicable

starting:

(5) Monday the _____ of _____ 20_____

for the following weekly payments:

(6) Net rent: £ _____

Service charge: £ _____

Support charge*: £ _____

Other charges: £ _____

Total rent: £ _____

(7) Arrears charge*: £ _____

(Arrears*: £ _____)

**If applicable*

Definitions and interpretation

In this agreement:

- “the Council” includes its successors in title
- “the Tenant” includes anyone who becomes entitled to this tenancy. Where more than one person is the Tenant, they each have the rights but are subject to the obligations imposed by this Agreement
- “the Property” means the premises detailed in (3) above
- “the Building” where applicable means the building in which the Property is situated [(4) above]
- “the Common Parts” means the entrances to the Building, lifts, passages, gullies, drives, yards, gardens, drying areas, parking areas and other areas which are now or may be in the future provided by the Council for common use and enjoyment by the Tenants and occupiers of the Building and all persons authorised by the Council.
- “the Council’s Offices” means the offices of the Council at Civic Centre, Marlowes, Hemel Hempstead, Hertfordshire HP1 1HH.
- “the Schedule” means the Schedule of Terms and Conditions attached to this agreement.
- “the Total Rent” means the amount stated at (6) above or such amount as may be varied in accordance with the provisions of this Agreement.

IT IS AGREED AS FOLLOWS:

Tenancy

- The Council agrees to let and the Tenant agrees to take the Property on a weekly tenancy starting on the date indicated in (5) above.
- The Tenant and all persons authorised by the Tenant have the right to use the Common Parts in connection with the use and enjoyment of the Property.
- The Council reserves the right to fix to the exterior of the Property, or over or under the Property, wires, pipework and other fittings.
- The Tenant and the Council agree with each other to accept and be bound by the Terms and Conditions referred to in the Schedule to this agreement.
- The Council may vary the Terms and Conditions either by mutual agreement in writing, or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, the Council will seek the Tenant's views and take account of them.
- The Tenant is responsible for ensuring that all members of their household and all visitors to the Property comply with the terms of this Agreement.

Rent and charges

- The Tenant shall pay the Total Rent in accordance with clause 11 of the Schedule.
- If a sum is shown for an Arrears Charge, then it has been agreed that the Tenant owes to the Council unpaid rent or other charges relating to a previous tenancy in the amount stated for Arrears on page 2 of this Agreement. The Tenant shall pay the Arrears Charge in accordance with clause 11 of the Schedule until such time as the Arrears have been paid.
- The Council may vary the Total Rent including the support charge and any service charges at any time by giving the Tenant at least 28 days notice in writing to expire on a Monday.
- The Council may vary the Arrears Charge if there has been a significant change in the Tenant's available financial resources. Such a change will only be made after a financial assessment has been made and the Tenant will be given at least 28 days notice in writing to expire of a Monday.

Notices

- All notices and other communications (including notices in respect of legal proceedings) should be given by the Tenant in writing and sent or delivered to the Council's Offices. The Council reserves the right by written notice to substitute a different address. A notice will only be deemed to have been served on the Council if it is actually received.
- All notices and other communication (including notices to quit and notices in connection with possession proceedings) will be deemed to have been validly served by the Council on the Tenant if they are handed to the Tenant or posted to or left at the Property.

Data Protection

- The Council will hold any information about the Tenant in accordance with the provisions of the Data Protection Act 1998. The Council may use any information held about the Tenant for housing management and maintenance purposes in connection with this Tenancy and for the prevention and detection of fraud. This may include disclosure to third parties who are able to show that they are entitled under law to receive the information.
- The Tenant has the right with some exceptions to see the information that is held. The Council can charge a reasonable fee for supplying this and may need permission from another person or organisation before certain information can be released.
- If the Tenant leaves the Property owing rent or any other money, the Council may pass on information about the Tenant to any debt recovery or tracing agency that it instructs to recover

that debt. If the Tenant leaves the Property owing money in respect of electricity, gas, water, telephone or other similar charges, it is agreed that the Council may pass on contact details to the company to whom the money is owed or any agent acting on their behalf.

Support

- If the Council has agreed to provide the Tenant or a member of the Tenant's household with support in connection with this tenancy, then it is a condition of this tenancy that the Tenant accepts that support and complies with any agreements made regarding that support. It shall be regarded as a breach of this Agreement if the tenant withdraws from or fails to co-operate with support and in that event the Council may take steps to end the Tenancy.

Enforcement

- If the Terms and Conditions of this Agreement are broken, the Council may seek an order for possession from the Court. The Council may also if it considers it appropriate ask the Court to order the Tenant to comply with the terms of this agreement.

General

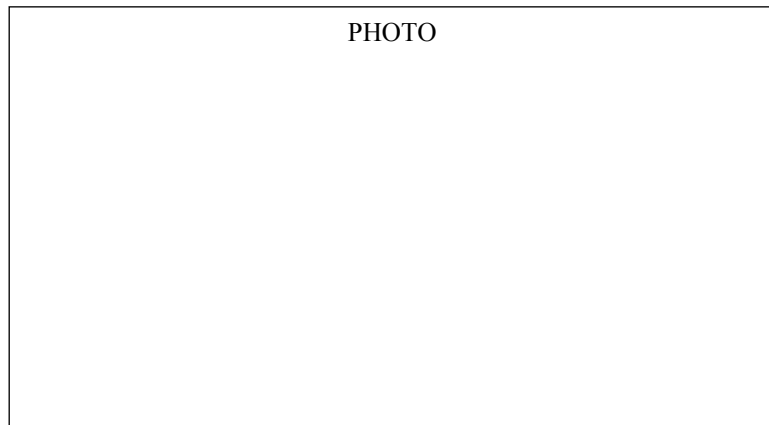
- All references in this Agreement to Acts of Parliament include references to any changes to or replacements of them.
- The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This Agreement is not intended to and does not give rights to any third parties to enforce any provision contained in it.

SIGNED

for the Council

SIGNED

by the Tenant(s)



Introductory Tenancy

Please note:

The Council operates an Introductory Tenancy scheme. This means that all new tenancies (so unless the tenant already holds a Secure Tenancy) are introductory tenancies.

Provided that you continue to occupy the Property as your only or principal home, you will be an introductory tenant until you have completed a trial period of **one year** starting with the date of this Agreement or, if later, the date stated at (5) on page 2 for the commencement of this tenancy.

The Council can extend this period for 6 months by giving you notice to that effect not later than 8 weeks before the period of one year expires. If it does, you will be told why and will have the right to ask for a review.

The period will also be extended if the Council brings proceedings for possession and will then continue until any possession order is executed or the proceedings are finally determined.

This is a combined Agreement, which applies to both Secure and Introductory Tenancies. While you are an Introductory Tenant you will not have all the rights enjoyed by Secure Tenants and this Agreement will make clear when you will have different rights.

If your tenancy has been conducted satisfactorily you will automatically become a Secure Tenant exactly one year from the date of this agreement.

Schedule of terms and conditions

Throughout these terms and conditions the Council is referred to as “we” and the Tenant(s) is/are referred to as “you”.

OUR OBLIGATIONS

- Non interference**
1. **We must not** interrupt or interfere with your right to quiet enjoyment of the Property unless:
 - (a) You fail to comply with your obligations under this Agreement.
 - (b) A court has ended your Tenancy
 - (c) We need to carry out urgent repairs
 - (d) We need to service apparatus or carry out a Gas Safety check
 - (e) We need to check the condition of the Property
 - (f) In the case of an emergency
- Habitable condition**
2. **We must** ensure that the Property is in a habitable condition and in a reasonable state of repair when your tenancy starts.
- Repairs**
3. **We must** keep in good repair and, where appropriate, in proper working order the following (unless damaged by you, members of your household or your visitors):

where they were provided by us:

 - (a) the structure of the Property including walls, floors, ceilings and roofs
 - (b) chimneys (other than routine sweeping), gutters and outside pipes
 - (c) electrical wiring, gas installations, water and soil pipes
 - (d) central heating and water heating
 - (e) any wc, sink, shower, bath or other sanitary ware
 - (f) kitchen and bathroom fixtures
 - (g) external and internal doors
 - (h) window glass and frames
 - (i) integral garages, sheds and stores (including external mobility scooter stores)
 - (j) (j) boundary walls and fences (other than fences between gardens which are the responsibility of the tenant to maintain)
- External decorations**
4. **We must** periodically redecorate the exterior of the Property, unless you wish to do so yourself and have obtained our written

approval in advance.

5. **We must** take reasonable care to keep the Common Parts in repair and safe for you to use.

Insurance

6. **We must** insure the structure of the Property including fixtures and fittings provided by us. (Please note the Council **does not** insure any of your possessions, your decorations or fixtures or fittings that you have provided. Details of a low cost contents insurance scheme, endorsed by the Council, is available on request).

Consultation

7. **We must** consult with you, both individually and/or as a member of a recognised group, on any proposals that we have which are likely to have a substantial effect on your Tenancy, the Property or the local area.

Support services

8. **We will**, where we have entered into an agreement to do so and provided that you pay the support charge, provide support services appropriate to your needs.

YOUR OBLIGATIONS

Possession

9. **You must** take possession of the Property at the start of your tenancy and occupy it throughout as your only or principal home.
10. **You must** inform us in writing if you will be away from your home for more than a month. You are responsible for ensuring the security of the Property in your absence.

- Rent and charges**
11. **You must** pay your Total Rent and the Arrears Charge (if any) on time. Your Total Rent is due on Monday of each week **in advance** and any Arrears Charge must be paid weekly on the same day.
- Assignment**
12. **You must** request permission if you wish to assign (transfer) your Tenancy. You may not assign your tenancy except:
- To a person who would be qualified to succeed to the tenancy if you died.
 - As a result of an order made in certain family, children or civil partnership proceedings.
- In addition, when you are a secure tenant you may assign the Tenancy when exercising the right of tenancy exchange set out later in this agreement.
- Sub-letting**
13. **You must** request, and receive, our written approval before giving up possession of part of the Property i.e. sub-letting rooms, or taking a lodger. We will not unreasonably withhold our approval. You **must not** sub-let the whole of the Property.
- Overcrowding**
14. **You must not** cause or permit overcrowding in the Property by allowing or inviting others to live with you. (Overcrowding is defined in Section 324 of the Housing Act 1985).
- Internal repairs**
15. **You must** maintain the interior of the Property in good state of cleanliness and undertake minor internal repairs (as defined by the Tenants Handbook)
16. **You** will be responsible for undertaking repairs or replacements made necessary by your conduct **or** neglect or that of members of your household or visitors.
17. **You** must take reasonable steps to protect the Property from damage by water, fire and frost.
18. **You must** meet reasonable costs incurred by us if we have to carry out work which you have failed to undertake and which is your responsibility under this agreement. We will only make a charge where we have given you reasonable notice of our intention to carry out works.
- Internal decorations**
19. **You must** maintain the internal decorations of the Property in good order throughout your tenancy and make good to our satisfaction any unsuitable decoration required on leaving to make the Property fit for letting.
(Tenants in Supported Housing are offered periodic assistance in the maintenance of internal decorations).
20. **You must** keep the floors of the Property covered or otherwise insulated to limit the transmission of noise arising from the Property to other properties within the Building and Common Parts.
- Repairs**
21. **You must** promptly report to us any repairs required to the Property and which are our responsibility.

22. **You must** attend any appointment arranged for repair work to be completed to your home. If you cannot attend an appointment you must make every effort to inform us that you will not be able to attend. Repeated failure to attend appointments may result in the cost of attending the appointment being charged to you and/or legal action being taken.
- Access**
23. **You must** permit our staff or contractors, on proof of identity, to enter the Property at all reasonable times and on giving reasonable prior notice to inspect or carry out repairs, or the servicing of equipment and installations, at the Property or any neighbouring property.
You agree that in an emergency we may enter the Property even if you are not there to allow us access. We may also do this in order to carry out a Gas Safety check if you fail to allow access after repeated requests.
- Health and safety**
24. **You must** ensure that our staff and contractors are made aware of any potential hazard known to you whilst they are working in or visiting the Property.
25. **You must not** store or use petrol, paraffin, bottled gas or other inflammable or explosive substances in any part of the Property other than in a normal domestic application.
- Council members, staff and contractors**
26. **You must not** abuse, harass or intimidate either physically or verbally or in any other way any councillor, employee or contractor of the Council or incite any other person to do so.
- Improvements and alterations**
27. **You must not** carry out any alterations, improvements or additions to the Property without first obtaining our written approval. Approval will not be given whilst you are an Introductory Tenant.
- Once approval has been given you must start and complete the alterations within a reasonable time period and to a satisfactory standard of workmanship. You must inform us when the work is completed as we may wish to inspect the work to ensure that the work has been completed to a satisfactory standard. You may be required to re-instate any work that has not been completed to a satisfactory standard.
28. **You must not** without obtaining our prior written consent fix to the Property any aerial mast or satellite dish other than a standard UHF television aerial and/or a standard VHF radio aerial. You must not attach anything to the outside of any external door.
29. **You must** obtain any Planning, Building Regulation or any other approval required for any proposed works.
- Damage**
30. **You must** use the Property in a responsible manner and make good any damage that you, a member of your household or visitor have caused to the Property.
- You must** remove accumulations of rubbish caused by your

31. actions or neglect or those of members of your household, pets or visitors. If you fail to do so, we may charge you any reasonable costs incurred by us in carrying out work because of your failure to do so.
32. **You must** be responsible for the cost of remedying blockage of any drain or sewer caused by your act or neglect or by anyone residing with you or by your visitors.
- Broken windows**
33. **You must** promptly replace any broken glass in any window or door that has not been caused by a fault or a repair that is the council's responsibility.
34. **You must** meet any reasonable costs incurred by the Council in having to undertake re-glazing work because of your failure to do so.
- Garden (where applicable)**
35. **You must** keep the garden of the Property (where appropriate) tidy by regularly cutting the lawn and any hedges, keeping it free from rubbish (including discarded furniture) and making sure that it does not become overgrown.
36. **You must not** erect a shed or other structure, cut down or remove any tree or hedge or otherwise alter your garden in any way without our prior written approval. You must not use your garden in a way which causes a nuisance to your neighbours.
37. **You must** permit us access and meet our reasonable costs if we have to carry out work in your garden because of your failure to adequately maintain it. We will only make a charge where we have given you reasonable notice of our intention to carry out work.
- Common parts**
38. **Neither you** nor anyone living with you or visiting you must use any communal area (including staircases, landing, lounges, laundry facilities, mobility scooter storage areas, play areas, amenity areas, parking areas and open space) within the locality of the Property in a manner that causes nuisance, annoyance or disturbance to other residents.
39. **You must** make good any damage to the communal areas caused by your failure or that of anyone living with or visiting you to use communal areas in a responsible manner.
40. **Neither you** nor anyone living with you or visiting you may smoke in any enclosed communal area as this is against the law.
41. **You must** use the communal areas quietly, and take special care to close the entrance door at the main entrance of the building.
42. **You must** place your rubbish in a designated place of disposal. You must use the recycling facilities if provided in your area. You must not block refuse chutes with rubbish.

43. **You must** remove and dispose of all unwanted items which are not normally collected by the refuse collectors.
44. **You must** not store any belongings in any communal area and you must comply with the Council's Clear Landings Policy.
- Harassment and anti-social behaviour** 45. **Neither you** nor anyone living with or visiting you must be guilty of conduct which is capable of amounting to anti-social behaviour.
- "Anti-social behaviour" is any act or a failure to act which interferes with the peace and comfort of:
- Any other tenant or resident in the locality of the Property or any member of their household or visitor.
 - The Council including our employees, Councillors and contractors
 - Anyone else in the locality of the Property.
- It includes (but is not limited to):
- Harassment on the grounds of age, gender, race, colour, religion, disability, sexual orientation, gender reassignment or pregnancy/maternity;
 - Violence or threats of violence to any person;
 - Abusive or insulting words or gestures;
 - Disorderly drunkenness;
 - Damage or threat of damage to property belonging to another person including damage to any part of a person's home;
 - Graffiti and in particular graffiti which is abusive threatening or insulting;
 - Making unnecessary, offensive or excessive noise by any means whatsoever including loud music, arguing and door slamming;
 - Using or allowing the Property to be used for prostitution and/or for dealing in, cultivating and manufacturing or the illegal possession or use of any controlled substances;
 - Using the Property for handling or storage of stolen Property;
 - Any nuisance or annoyance caused by pets including excessive barking or fouling;
 - Playing ball games in such a way as to cause nuisance and/or damage to property.
 - Using or allowing the Property to be used for harbouring missing/wanted persons
 - Using or allowing the Property to be used for young people to commit truancy.
- Domestic violence** 46. **You must not** use, or tolerate other members of the household to use, or threaten to use, any violence, threatening behaviour or abuse against anyone living in the Property. This includes, but is not limited to, physical, psychological, sexual, emotional or financial abuse and the imposition of social isolation.
- Criminal acts** 47. **Neither you** nor anyone living at or visiting you must commit any arrestable offence within the local area of your Property.

48. **Neither you** nor anyone living at or visiting the Property must use the Property for any illegal or immoral activity.
- Weapons**
49. **You must not** keep unlicensed firearms or any illegal weapon in the Property.
- Pets**
50. **You must** if you wish to keep a pet comply with the terms of the Council's Pet Policy, which is designed to promote responsible pet ownership. The Pet Policy will be reviewed regularly to ensure it is up to date and relevant.
51. **You must** obtain our prior written approval if you wish to keep a domestic pet in accordance with the Council's Pet Policy
52. **You must** sign an undertaking committing you to 'responsible' pet ownership if your request to keep a pet has been approved
53. If you fail to comply with terms of the Council's Pet Policy you must if asked by us permanently remove any animal from the Property.
54. **You must not** breed any pet with a view to sale.
55. **You must not** keep a dog if you live in a sheltered flat which is part of a communal scheme unless it is a registered assistance dog.
- Businesses**
56. **You must not** carry out any trade, business or profession from the Property, whether for profit or not, without our prior written approval.
57. **You must** obtain our prior written permission before installing any surveillance equipment.
58. **You must not** sell, hire out or exhibit goods or display advertisements at the Property without our prior written approval,
- Vehicles**
59. **You must not** park a motor vehicle on the Property, or permit one to be parked, unless a properly constructed footpath crossing is available and the vehicle is kept on a hard-standing that has been approved by us within the boundary of the Property. If you wish to install a hard standing you must request and receive written permission from us to do so.
60. **You must not** store a caravan/campervan or trailer at your Property without our written permission.
61. **You must not** keep, or temporarily place, a motorcycle or other motorised vehicle inside the Property or in a communal area of the building. Disability Scooters, pushchairs and prams must not be stored in the communal areas unless in an approved storage area approved by the council.
62. **You must not** service, maintain or repair vehicles at the Property unless either you or a member of your household is the registered owner.

- 63. **You must not** service, maintain or repair vehicles on any estate verge, amenity green, footpath or garage forecourt.
- 64. **You must not** park vehicles on the Property or on the roads in the local area of the Property which are being advertised for sale unless you are the registered owner.
- 65. **You must not** park or abandon an un-roadworthy or untaxed vehicle on our land or on any road in the locality of the Property.
- 66. **You must not** park or maintain vehicles in such a manner that it causes an obstruction or is likely to cause a nuisance.

Covenants

- 67. **You must** comply with any estate rules or similar regulations that apply to the property and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it. You will be informed if any of these apply at the beginning of your tenancy.

Housing need

- 68. **You must not** at any time during this tenancy be or become entitled to occupy other accommodation which is reasonably suitable for your occupation and which it would be reasonable for you to occupy. If you are at any time during this tenancy entitled to occupy other accommodation it shall be regarded as reasonable for you to occupy other accommodation notwithstanding that it is occupied by another person by virtue of a tenancy or other occupation agreement under which you or a member of your household are or would be entitled to receive the rent or other occupation charge.

YOUR RIGHTS

To occupy the Property

- 69. **You** can live in the Property until you terminate this tenancy or you are ordered to leave by the Court.

Security of tenure

- 70. **Secure Tenants:** you have a Secure Tenancy provided you occupy the Property as your only or principal home and keep to other terms of this agreement.

We can only end your tenancy:

(a) with your agreement, or

(b) if we can prove to the satisfaction of the County Court that we have grounds for obtaining possession of the Property.

- 71. **Introductory Tenants:** you have no security of tenure and the Council is entitled to recover possession by obtaining a court order. The Council will only seek to recover possession during the introductory period if it is believed that you have broken a term of this agreement. Before seeking possession a Notice of Proceedings for Possession will be served on you setting out the Council's reasons for applying for an order. You will have the right to seek a review of this decision.

One succession

72. **If you** die, and you are not yourself a successor, your tenancy will pass to a surviving joint tenant or your spouse/civil partner (or a person that has been living with you as a spouse/civil partner).

A successor is someone:

- Who obtained this tenancy or a previous tenancy from us as a result of the death of a previous tenant
- Who was a joint tenant but following the death of the other joint tenant is now a sole tenant
- Who has obtained this tenancy otherwise than by way of a tenancy exchange (unless they were a successor in respect of another tenancy) or an order made in family or civil partnership proceedings

73. If there is no surviving spouse/ civil partner, then at any time when you are a Secure Tenant we will not permit a succession to take place to any other person. We will however at our discretion consider granting a new tenancy of the Property to another member of your family as defined by section 113 of the Housing Act 1985 provided that:

- You are not a successor as defined above and were not granted this tenancy as a result of the operation of this clause.
- They have been resident with you for a continuous period of at least twelve months ending with your death.
- They apply to us in writing to be granted a new tenancy within 3 months from the date of your death.

If the Property is larger than the needs of the person who applies to be granted a new tenancy, we may offer a tenancy of an alternative more suitably sized dwelling.

74. If there is more than one person is entitled to succeed and they cannot agree who is to do so, the Court will decide which person will have the tenancy. We can decide who (if anyone) will be granted a new tenancy if more than one person is entitled to and does apply.

Right to take in lodgers

75. **You** have the right have a lodger or lodgers subject to the conditions set out in clauses 13 and 14 of these terms. You must inform us in writing when your lodgers move out.

Tenancy exchange

76. If **you** are a Secure Tenant **you** have the right to exchange this tenancy with the tenancy of another of our tenants, of another local authority or of a private registered provider of social housing (a Housing Association), provided that:
- (a) you have sought and obtained our written approval
 - (b) That the other landlord has given their written approval.
 - (c) That any condition applying to those approvals has been complied with.

If you are an Introductory Tenant you do **not** have a Statutory right to exchange.

77. We can only withhold our approval on certain grounds which are set out in Schedule 3 to the Housing Act 1985.

78. You must not ask another person to make a payment to you in connection with a tenancy exchange or make such a payment yourself.
- Right to transfer**
79. **You** have the right to apply to move to another of our properties in accordance with our allocations policy by joining our Housing Register provided that you are eligible and qualify to do so.
80. If you are a Secure Tenant, you also have the right to transfer to another property held by certain other assured shorthold or flexible tenants of a private registered provider of social housing or a local authority subject to the agreement of the other tenant and our prior written consent, which will only be withheld on the grounds specified in Schedule 14 to the Localism Act 2011. Introductory Tenants do not have this right.
- Right to buy
(Secure Tenants only)**
81. **When** you become a Secure Tenant you may have the right to purchase (or lease in the case of a flat or maisonette) the Property from us in accordance with the terms of the Housing Act 1985. We would not normally sell a property built or adapted for the use of an elderly or disabled person.
- To carry out improvements and alterations**
82. **When** you become a Secure Tenant you have the right to make improvements or alterations to the Property provided that you have complied with the conditions set out in clauses 27, 28 and 29 of these terms.
- Compensation for improvements
(Secure Tenants only)**
83. **As** a Secure Tenant you have the right, at the termination of your tenancy, to claim compensation for certain improvements that you have made to the Property with our approval. Details of the improvements eligible and how compensation is calculated are available on request.
- Right to repair**
84. **You** have the right to receive compensation, or to request a different contractor, if we fail to complete certain repairs within timescales prescribed in legislation. Details are available on request.
- Right to view personal information**
85. **You** have the right to view the personal information on our records relating to you or your family as permitted by the Access to Personal Files (Housing) Regulations 1989. You should make your request in writing giving seven days notice.
- Right to be consulted**
86. **You** have the right to be consulted, both as an individual and/or as a member of a recognised group, on any proposals that we have which are likely to have a substantial effect on your Tenancy, the Property or the local area.
- Get involved**
87. There are many ways you can get involved with the Housing Service. Please see your tenant handbook for more information
88. **You** have the right as a member of the public to go to meetings of the Council and its Committees as an observer. You may, subject to certain conditions (including giving notice in advance), speak directly to a Committee on an issue that affects you.

RIGHTS RESERVED BY US

- Emergency access** 89. **We** reserve the right, in an emergency, to enter the Property without prior notice and carry out essential repairs needed to prevent injury to any person or damage to property. We will, provided that the need to make entry has not arisen as a result of your act or default, make good any damage caused in this process and, where necessary, re-secure the Property.
- Recovery of expenses** 90. **You must** repay to us our costs where, through your failure to comply with the terms of this agreement, we have to undertake repairs, rubbish removal or garden maintenance. We shall only invoke this clause where you have failed, following a request from us, to attend to the problem or where the problem becomes apparent following the termination of your tenancy.
91. **You must** pay to us any costs that we incur in taking legal action to enforce the terms of this Agreement or to bring it to an end because of a breach by you of its terms.

ENDING THE TENANCY

- Notice** 92. **You must** notify us in writing at least four clear rent weeks ahead of your intention to terminate the tenancy. Your notice should end on a Sunday or a Monday. We may at our discretion accept shorter notice than this or notice expiring on a different day.
- Keys** 93. **You must** return all of the keys to the Property to us at the Council's Offices by noon on the Monday following the termination of your tenancy. If you do not we shall change the locks. We will charge you for this together with any additional rental loss caused by the delay.
- Prior inspection** 94. **You must** arrange for us to have access to inspect the Property during the period of notice so that we can determine any making good required before you leave.
- Condition of Property** 95. **You must** remove all furniture, personal belongings and rubbish and leave the Property, its decorations, fixtures and fittings and any appliances we have provided in a clean condition when you move out.
- You agree** that if you leave behind any personal belongings when you leave, we may dispose of them in accordance with our Disposal of Tenants Goods policy.
96. **You must** pay for repair or replacement for any damage, other than fair wear and tear, that has been caused while you have been the tenant.
97. **You must** arrange for final readings of all meters and for any open gas pipes e.g. to the cooker or gas fire to be capped off by an approved contractor prior to leaving.

- Vacant Possession** 98. **You must not** leave anyone living in the Property when you move out. All pets must also be removed from the Property when you leave.
- Ending joint tenancies** 99. **Where either** joint tenant wishes to terminate their interest in a tenancy they must give notice terminating the tenancy in accordance with section 92. We will then decide whether any of the other joint tenants can remain in the Property, be offered more suitable accommodation, or be required to find their own alternative accommodation.
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Further information about your tenancy can be found in the Tenants' Handbook.

Created and reviewed

Attached plan:

Appendix 4 – Introductory/Flexible Tenancy Agreement

To follow