**Our Obligations** 

a) Current	b) Revised	c) Summary of Change
1. Non-interference	1. Non-interference	1. Non-interference
<ul> <li>We must not interrupt or interfere with your right to quiet enjoyment of the Property unless: <ul> <li>a) You fail to comply with your obligations under this Agreement.</li> <li>b) A court has ended your Tenancy</li> <li>c) We need to carry out urgent repairs</li> <li>d) We need to service apparatus or carry out Gas Safety check</li> <li>e) We need to check the condition of the Property</li> <li>f) In the case of an emergency</li> </ul> </li> </ul>	<ul> <li>We must not interrupt or interfere with your right to quiet enjoyment of the property unless: <ul> <li>a) You fail to comply with your obligations under this agreement.</li> <li>b) A court has ended your tenancy.</li> <li>c) We need to carry out urgent repairs.</li> <li>d) We need to service apparatus or carry out safety checks.</li> <li>e) We need to check the condition of the property.</li> <li>f) In the case of an emergency.</li> <li>g) A court has granted an injunction against you (specify the types of injunctions that apply here:).</li> </ul> </li> </ul>	<ul> <li>Change: Added a clause allowing interruption in case a court grants an injunction against the tenant. Additional space left to specify the types of injunctions (e.g., related to tenancy or property).</li> <li>Reason: Provides legal clarity on what specific injunctions could justify interference with the tenant's quiet enjoyment of the property.</li> </ul>
2. Habitable Condition We must ensure that the Property is in a habitable condition and in a reasonable state of repair when your tenancy starts.	<ol> <li>Ensuring the Property is Habitable</li> <li>We must ensure that the property is in a habitable condition and in a state of repair when your tenancy starts. We agree to carry out remedial work to ensure it remains fit for human habitation during the tenancy, in line with (insert reference to a specific housing standard here:). However, we are not required to:         <ul> <li>a) Carry out works or repairs for which you are liable.</li> <li>b) Rebuild or reinstate the property in the case of destruction or damage by fire, storm, flood, or other inevitable accidents.</li> <li>c) Keep in repair or maintain anything which you are entitled to remove from the property.</li> <li>d) Carry out works or repairs that would put us in breach of legal obligations.</li> </ul> </li> </ol>	<ul> <li>2. Ensuring the Property is Habitable <ul> <li>Change: Space added to reference a specific housing standard (e.g., Housing Health and Safety Rating System) to define what "fit for human habitation" means. The clause retains landlord exemptions from certain repair responsibilities.</li> <li>Reason: Gives tenants clear expectations regarding the standard of habitability and aligns it with legal frameworks, while still highlighting tenant responsibilities for certain repairs.</li> </ul></li></ul>

<ul> <li>3. Repairs <ul> <li>We must keep in good repair and, where</li> <li>appropriate, in proper working order the following (unless damaged by you, members of your household, or your visitors): <ul> <li>a) the structure of the Property including walls, floors, ceilings, and roofs</li> <li>b) chimneys (other than routine sweeping), gutters, and outside pipes</li> <li>c) electrical wiring, gas installations, water and soil pipes</li> <li>d) central heating and water heating</li> <li>e) any WC, sink, shower, bath, or other sanitary ware</li> <li>f) kitchen and bathroom fixtures</li> <li>g) external and internal doors</li> <li>h) window glass and frames</li> <li>i) integral garages, sheds, and stores (including external mobility scooter stores)</li> <li>j) boundary walls and fences (other than fences between gardens which are the responsibility of the tenant to maintain)</li> </ul> </li> </ul></li></ul>	<ul> <li>e) Carry out works or repairs that require third-party consent when reasonable efforts to obtain it have failed.</li> <li>Rectify any issue making the property unfit for human habitation if the unfitness is mainly due to your breach of covenant.</li> <li><b>3. Repairs to Structure and Installations</b> We must keep in repair and, where appropriate, in working order the following (unless damaged by you, members of your household, or your visitors). This includes the structure and installations provided by us, such as: <ul> <li>a) The structure of the property including walls, floors, ceilings, and roofs.</li> <li>b) Chimneys, gutters, and outside pipes.</li> <li>c) Electrical wiring, gas installations, water, and soil pipes.</li> <li>d) Central heating and water heating systems.</li> <li>e) Toilets, sinks, showers, baths, and other sanitary ware.</li> <li>f) Kitchen and bathroom fixtures.</li> <li>g) External and internal doors.</li> <li>h) Window glass and frames.</li> <li>i) Integral garages, sheds, and stores.</li> <li>j) Boundary walls and fences (except fences between gardens which are the tenant's responsibility).</li> </ul> For urgent repairs, we will respond within (insert appropriate timeframe here:).</li></ul>	<ul> <li>3. Repairs to Structure and Installations <ul> <li>Change: Added a space for the timeframe within which urgent repairs must be completed.</li> <li>Reason: Establishes clearer expectations for tenants regarding response times for urgent repairs, providing greater accountability.</li> </ul> </li> </ul>
4. External Decorations We must periodically redecorate the exterior of the Property unless you wish to do so yourself and have obtained our written approval in advance.	<ul> <li>4. External Decorations</li> <li>We must periodically redecorate the exterior of the property unless you wish to do so yourself and have obtained our written approval in advance.</li> </ul>	<ul> <li>4. External Decorations <ul> <li>Change: No substantive change; rewording for consistency.</li> <li>Reason: Simplified phrasing.</li> </ul> </li> </ul>

5.	<b>Common Parts</b> We must take reasonable care to keep the Common Parts in repair and safe for you to use.		ommon Parts5.sonable care to keep therepair and safe for you to use.	5. <b> </b> 	<ul> <li>Maintenance of Common Parts</li> <li>Change: Minor rewording; no substantive change.</li> <li>Reason: To align language with modern usage.</li> </ul>
6.	Insurance 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, are available on request).	including fixtures a However, the cour possessions, decor	te structure of the property, and fittings we provide. ncil does not insure your rations, or any fixtures/fittings trongly recommend that you	5. I	<ul> <li>Insurance of the Property</li> <li>Change: Added recommendation for tenants to take out home contents insurance.</li> <li>Reason: Emphasises the tenant's responsibility for insuring their personal belongings.</li> </ul>
7.	<b>Consultation</b> We must consult with you, both individually and/or as a member of a recognized group, on any proposals that we have which are likely to have a substantial effect on your Tenancy, the Property, or the local area.	member of a recos that are likely to h	Involvement 7. vith you individually and/or as a gnised group on any proposals ave a substantial effect on your erty, or the local area.	·. (	<ul> <li>Consultation and Involvement</li> <li>Change: Minor rewording of the clause title.</li> <li>Reason: To broaden the scope of tenant consultation beyond just proposals that affect the tenancy.</li> </ul>
8.	Support Services 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.	-	d provided that you pay the e will offer support services	3. I 4	<ul> <li>Provision of Support Services</li> <li>Change: Rephrased for clarity; no substantive change.</li> <li>Reason: Simplification and improved readability.</li> </ul>
Yo	our Obligations a) Current	b) Revised			c) Summary of Change
9.	•	1	and Using the Property as a 9.	). 1	Taking Possession and Using the Property as a

 a) Current	b) Revised		c) Summary of Change
9. Possession	9. Taking Possession and Using the Property as a	9.	Taking Possession and Using the Property as a
You must take possession of the Property at the	Principal Home		Principal Home
start of your tenancy and occupy it throughout as	You must take possession of the property at the		• Change: Added a consequence for failure to
your only or principal home.	start of your tenancy and occupy it as your only or		notify the landlord if the tenant cannot move
	principal home throughout the tenancy. If you		in within 14 days of the tenancy start date.
	cannot move in within 14 days of the tenancy's		Reason: Ensures tenants understand the
	start date, you must notify us. Failure to notify us		importance of notifying the landlord in a
	within this period may result in (insert		
	consequence for failure here:).		

		timely manner, with clear consequences for non-compliance.
	<ul> <li>10. Periodic Visits and Tenancy Reviews We will periodically arrange for members of the housing service to visit you in your home to conduct a review of your tenancy. These visits are an opportunity for us to ensure that the terms of your tenancy are being met and to confirm the details of the people living in your household. It also provides an opportunity to signpost you for support where needed. You are required to allow access to our staff during these visits. We will provide reasonable notice before the visit takes place. In addition to these periodic reviews, it is your responsibility to inform us if your details or circumstances change in between visits. This includes, but is not limited to, changes in: <ul> <li>Contact details.</li> <li>The people living in your home.</li> <li>Any changes that may affect your tenancy or eligibility for housing services.</li> </ul> </li> </ul>	<ul> <li>10. Periodic Visits and Tenancy Reviews <ul> <li>Change: A new clause has been introduced requiring tenants to allow access for periodic tenancy review visits and to notify the council of any changes in their circumstances between visits.</li> <li>Reason: This ensures that the council can monitor compliance with the tenancy agreement and stay updated on the tenant's circumstances. The clause promotes transparency and accountability while helping the council manage housing allocations effectively.</li> </ul> </li> </ul>
10. Possession 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.	<ul> <li>11. Notification of Absence <ul> <li>You must inform us in writing if you plan to be away from your home for more than one month.</li> <li>You are responsible for ensuring the security of the property in your absence. You must also provide the contact details of someone we can reach in case of an emergency.</li> <li>Abandonment: If you fail to notify us and we believe you have abandoned the property (e.g., by removing personal belongings or returning the keys), we may consider this as</li> </ul> </li> </ul>	<ul> <li>11. Notification of Absence <ul> <li>Change: Added a provision regarding the handling of personal belongings if the property is abandoned. Space added to reference the relevant disposal policy.</li> <li>Reason: Clarifies the process for handling personal property when a tenant abandons the property, ensuring transparency in how belongings will be dealt with.</li> </ul> </li> </ul>

	<ul> <li>an implied surrender and take back possession without a court order.</li> <li>Permanent Relocation: If you permanently move into a care or nursing home, we may treat this as an implied surrender and take back possession without a court order.</li> <li>Personal Belongings: If the property is abandoned, any personal belongings left behind will be handled according to (insert relevant disposal policy here:).</li> </ul>	
11. <b>Rent and Charges</b> 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.	12. <b>Rent and Other Charges</b> You must pay your total rent and any arrears charge on time. The total rent is due every Monday in advance, along with any arrears charge, which must also be paid weekly.	<ul> <li>12. Rent and Other Charges <ul> <li>Change: No substantive change; slight rephrasing.</li> <li>Reason: Improved clarity of payment requirements.</li> </ul> </li> </ul>
<ul> <li>12. Assignment <ul> <li>You must request permission if you wish to assign (transfer) your Tenancy. You may not assign your tenancy except: <ul> <li>To a person who would be qualified to succeed to the tenancy if you died.</li> <li>As a result of an order made in certain family, children, or civil partnership proceedings.</li> <li>When you are a secure tenant, you may assign the Tenancy when exercising the right of tenancy exchange set out later in this agreement.</li> </ul> </li> </ul></li></ul>	<ul> <li>13. Assignment of Tenancy <ul> <li>During your introductory tenancy, you do not have the right to assign your tenancy unless ordered by a court. As a secure tenant, you may assign your tenancy in certain situations, such as:</li> <li>a) To someone qualified to succeed if you die.</li> <li>b) As a result of a court order in certain family or civil proceedings.</li> <li>Refer to the Tenancy Management Policy (accessible at:) for more information.</li> </ul> </li> </ul>	<ul> <li>13. Assignment of Tenancy</li> <li>Change: Added a reference to where tenants can access the Tenancy Management Policy for more detailed information about assignment rights.</li> <li>Reason: Improves accessibility to important information regarding tenancy assignment, making it easier for tenants to understand their rights and obligations.</li> </ul>
<ul> <li>13. Sub-letting</li> <li>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.</li> <li>We will not unreasonably withhold our approval.</li> <li>You must not sub-let the whole of the Property.</li> </ul>	<ul> <li>14. Taking in Lodgers or Subletting <ul> <li>As an introductory tenant, you cannot take in a lodger or sublet part of the property.</li> <li>As a secure tenant, you may take in a lodger or sublet part of your home, but only with prior written permission.</li> </ul> </li> </ul>	<ul> <li>14. Taking in Lodgers or Subletting <ul> <li>Change: Restricts introductory tenants from taking in lodgers or subletting and clarifies subletting rules for secure tenants.</li> </ul> </li> </ul>

	<ul> <li>You must inform us when your lodger or tenant moves out.</li> <li>Overcrowding: You must ensure that the property does not become overcrowded and that you continue to occupy it as your sole or principal home.</li> <li>Prohibited Subletting: You must not sublet the entire property or use it for short-term holiday lets, such as Airbnb.</li> </ul>	<ul> <li>Reason: Strengthens restrictions for introductory tenants and provides clear guidelines for secure tenants.</li> </ul>
14. <b>Overcrowding</b> 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).	15. <b>Preventing Overcrowding</b> 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.	<ul> <li>15. Preventing Overcrowding</li> <li>Change: No substantive change.</li> <li>Reason: Maintains the definition of overcrowding in line with legal standards.</li> </ul>
15. Internal Repairs You must maintain the interior of the Property in a good state of cleanliness and undertake minor internal repairs (as defined by the Tenants Handbook).	16. Maintaining Cleanliness and Undertaking Minor Repairs You must keep the property clean and tidy, and you are responsible for minor internal repairs as outlined in Tenant's Handbook (accessible at:	<ul> <li>16. Maintaining Cleanliness and Undertaking Minor Repairs <ul> <li>Change: Reworded for clarity.</li> <li>Reason: Improved readability.</li> </ul> </li> </ul>
16. <b>Damage</b> 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. <b>Responsibility for Damage</b> You are responsible for repairing or replacing anything damaged due to your actions or neglect, or that of household members or visitors.	<ul> <li>17. Responsibility for Damage <ul> <li>Change: No substantive change; rewording for clarity.</li> <li>Reason: Simplified phrasing to make responsibilities clear.</li> </ul> </li> </ul>
17. <b>Protection</b> You must take reasonable steps to protect the Property from damage by water, fire, and frost.	18. <b>Protecting the Property</b> You must take reasonable steps to protect the property from damage by water, fire, or frost.	<ul> <li>18. Protecting the Property</li> <li>Change: No substantive change.</li> <li>Reason: Maintained clarity of tenant obligations.</li> </ul>
18. Charges: 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	19. <b>Meeting Repair Costs</b> You must cover the reasonable costs incurred by us if we need to carry out repairs or work that is your responsibility under this agreement. We will	<ul> <li>19. Meeting Repair Costs</li> <li>Change: Reworded for clarity, specifying that the tenant must cover reasonable repair costs if they fail to fulfil their obligations.</li> </ul>

where we have given you reasonable notice of our intention to carry out works.	give you reasonable notice before doing such work.	<ul> <li>Reason: Clarifies tenant responsibility for covering repair costs if they neglect their duties.</li> </ul>
19. Internal Decorations 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. Internal Decoration You must maintain the internal decoration of the property in good order during the tenancy. You must also make good any unsuitable decorations when you leave to ensure the property is fit for letting. (Tenants in supported housing may receive assistance with internal decorations.)	<ul> <li>20. Internal Decoration <ul> <li>Change: Reworded for clarity. Assistance with internal decorations for Supported Housing tenants is to be removed.</li> <li>Reason: Improves clarity and adds provisions for supported housing tenants.</li> </ul> </li> </ul>
20. Internal Decorations 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.	21. Flooring Requirements You must ensure that floors are properly covered or insulated to minimize noise transmission to neighbouring properties.	<ul> <li>21. Flooring Requirements</li> <li>Change: No substantive change.</li> <li>Reason: Maintains the same requirement about noise insulation for flooring.</li> </ul>
21. <b>Repairs</b> You must promptly report to us any repairs required to the Property which are our responsibility.	<ul> <li>22. Reporting Repairs <ul> <li>You must immediately report to our repairs</li> <li>contractor any repairs required that fall under our</li> <li>responsibility.</li> </ul> </li> <li>You must attend repair appointments or notify <ul> <li>us if you cannot attend.</li> <li>Repeated failure to attend may result in</li> <li>charges or legal action.</li> </ul> </li> </ul>	<ul> <li>22. Reporting Repairs</li> <li>Change: Adds provisions about attending repair appointments and potential consequences for failure to attend.</li> <li>Reason: Encourages tenants to cooperate with repair processes and attend scheduled</li> </ul>
22. <b>Repairs</b> 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.		

23. Access 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.	<ul> <li>23. Access to the Property <ul> <li>You must allow our staff or contractors entry to the property at reasonable times, with reasonable prior notice, for inspections, repairs, or equipment servicing.</li> <li>Emergency Access: In an emergency, we may enter the property without prior notice, even if you are not present.</li> <li>Failure to Allow Access: If you fail to provide access for essential safety checks (e.g., gas or electrical safety), we may forcibly enter the property, and you will be responsible for any damage if access was denied due to your neglect.</li> </ul> </li> </ul>	<ul> <li>23. Access to the Property <ul> <li>Change: Expands the emergency access clause, adding the possibility of forced entry if access is denied for essential safety checks.</li> <li>Reason: Ensures tenant compliance for safety checks and provides clarity on emergency access.</li> </ul> </li> </ul>
24. Health and Safety 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.	<ul> <li>24. Health and Safety Obligations <ul> <li>You must –</li> <li>Notify our staff and contractors of any known hazards.</li> <li>Not store or use dangerous substances (e.g., petrol, paraffin, bottled gas) inside the property.</li> <li>Not use barbecues or cooking appliances in the common parts of a building or indoor spaces, including garages and balconies.</li> <li>Avoid hoarding items that block or make rooms inaccessible.</li> <li>Comply with any health and safety advice provided by us.</li> <li>Not tamper with fire doors or leave security doors open.</li> <li>Not store items in communal gas or electrical cupboards.</li> <li>Not use electrical supplies in communal areas.</li> </ul> Repeated violations of this clause may result in (insert specific consequences or penalties here:).</li></ul>	<ul> <li>24. Health and Safety Obligations <ul> <li>Change: Space added to define penalties or consequences for repeated violations of health and safety obligations, particularly regarding tampering with fire doors or leaving security doors open.</li> <li>Reason: Reinforces the seriousness of health and safety obligations by clarifying potential penalties for non-compliance, especially in communal areas.</li> </ul> </li> </ul>

<ul> <li>25. Health and Safety <ul> <li>You must not store or use petrol, paraffin, bottled gas, or other flammable or explosive substances in any part of the Property other than in a normal domestic application.</li> </ul> </li> <li>26. Council members, staff and contractors <ul> <li>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.</li> </ul></li></ul>	<ul> <li>25. Prohibited Storage of Hazardous Materials You must not store or use petrol, paraffin, bottled gas, or other flammable or explosive substances inside the property, except for normal domestic use.</li> <li>26. Conduct Towards Council Staff and Contractors You must not abuse, harass, or intimidate any councillor, employee, or contractor of the council, either physically, verbally, or in any other manner. You must also not incite others to do so.</li> </ul>	<ul> <li>25. Prohibited Storage of Hazardous Materials <ul> <li>Change: No substantive change.</li> <li>Reason: Maintains the prohibition on storing hazardous substances, such as petrol or gas.</li> </ul> </li> <li>26. Conduct Towards Council Staff and Contractors <ul> <li>Change: No substantive change.</li> <li>Reason: Retains the prohibition on abusive behaviour towards council staff and contractors.</li> </ul> </li> </ul>
27. Improvements and Alterations 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 reinstate any work that has not been completed to a satisfactory standard.	<ul> <li>27. Making Alterations and Improvements <ul> <li>You must not make any alterations, improvements, or additions to the property without first obtaining our written approval.</li> <li>Introductory Tenants: No alterations or improvements are allowed during this period.</li> <li>Approval: Once approval is given, you must start and complete the work within a reasonable time and to a satisfactory standard.</li> <li>Completion and Inspection: Notify us when the work is finished, as we may wish to inspect it to ensure compliance with standards. You may be required to undo or correct any work that does not meet required standards.</li> </ul> </li> <li>Refer to the Tenant's Handbook (accessible at: <ul> <li>for more information.</li> </ul> </li> </ul>	<ul> <li>27. Making Alterations and Improvements <ul> <li>Change: Reworded for clarity. Specifies introductory tenants cannot make alterations and adds provisions about notifying the council when work is completed.</li> <li>Reason: Clarifies the approval process and standards for improvements and alterations.</li> </ul> </li> </ul>
28. Improvements and Alterations 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.	28. Aerials and Satellite Dishes You must obtain prior written consent from us before fixing an aerial mast or satellite dish to the property, except for a standard UHF television or VHF radio aerial. You must also not attach anything to the outside of any external door.	<ul> <li>28. Aerials and Satellite Dishes <ul> <li>Change: Reworded for clarity.</li> <li>Reason: Improves clarity around rules for installing aerials and satellite dishes.</li> </ul> </li> </ul>

29. Improvements and Alterations You must obtain any Planning, Building Regulation, or any other approval required for any proposed works.	29. <b>Obtaining Necessary Approvals for Works</b> You must secure any planning, building regulation, or other necessary approvals before undertaking any work on the property.	<ul> <li>29. Obtaining Necessary Approvals for Works</li> <li>Change: No substantive change.</li> <li>Reason: Maintains the same requirement to obtain planning and building approvals before conducting work.</li> </ul>
30. <b>Damage</b> You must use the Property in a responsible manner and make good any damage that you, a member of your household, or a visitor have caused to the Property.	<ul> <li>30. Responsibility for Property Damage <ul> <li>You must use the property responsibly and make good any damage caused by you, your household, or visitors.</li> <li>Waste Management: You must not allow waste to accumulate in or around the property. If you fail to remove waste caused by your actions, we may do so and charge you for the costs.</li> </ul></li></ul>	<ul> <li>30. Responsibility for Property Damage <ul> <li>Change: Expanded to include waste management and additional provisions for charging tenants if they fail to remove waste.</li> <li>Reason: Reinforces tenant responsibility for waste management and property damage.</li> </ul> </li> </ul>
31. <b>Damage</b> You must remove accumulations of rubbish caused by your 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. <b>Damage</b> You must be responsible for the cost of remedying the blockage of any drain or sewer caused by your act or neglect or by anyone residing with you or by your visitors.	31. Blocked Drains and Sewers You are responsible for remedying any blockage in the drains or sewers caused by your actions, those of anyone living with you, or visitors.	<ul> <li>31. Blocked Drains and Sewers</li> <li>Change: No substantive change.</li> <li>Reason: Retains tenant responsibility for fixing blockages caused by their actions.</li> </ul>
33. <b>Broken Windows</b> 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.	32. Broken Windows You must promptly replace any broken glass in windows or doors unless the breakage was due to a fault or repair for which the council is responsible.	<ul> <li>32. Broken Windows</li> <li>Change: Reworded for clarity.</li> <li>Reason: Simplifies the explanation of tenant responsibilities for replacing broken windows.</li> </ul>
34. <b>Broken Windows</b> You must meet any reasonable costs incurred by the Council in having to undertake re-glazing work because of your failure to do so.		

35. Gardens You must keep the garden of the Property 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.	<ul> <li>33. Garden Maintenance (Where Applicable)</li> <li>General Maintenance: You must keep the garden tidy by regularly cutting the lawn, trimming hedges, removing rubbish, and ensuring it does not become overgrown.</li> <li>Erecting Structures: You must not erect sheds, cut down trees, or alter the garden in any way without our prior written approval.</li> <li>Nuisance: You must not allow the garden to cause a nuisance to neighbours.</li> <li>Planting Restrictions: You must not plant trees or bushes where their roots or branches could cause damage, nuisance, or danger to others.</li> <li>Waste Receptacles: You must obtain our permission before placing a skip or large waste receptacle on your property.</li> <li>Failure to Maintain: If we must carry out work in your garden due to neglect, you will be charged reasonable costs after prior notice.</li> </ul>	<ul> <li>33. Garden Maintenance (Where Applicable)</li> <li>Change: Expanded to cover permissions for structures, planting restrictions, and nuisance prevention.</li> <li>Reason: Provides a more comprehensive set of rules governing garden maintenance and alterations.</li> </ul>
<ul> <li>36. Gardens</li> <li>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.</li> </ul>		
37. Gardens 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.		
38. Common Parts Neither you nor anyone living with you or visiting you must use any communal area (including	<ul> <li>34. Use of Common Parts</li> <li>You and your visitors must not use communal areas (including staircases, landings, passenger</li> </ul>	34. Use of Common Parts

Communal Areas Policy (accessible at:	<ul> <li>designated disposal areas and use recycling facilities where available.</li> <li>Storage in Common Areas: Storing belongings in communal areas is prohibited, and you must comply with the Council's Safety in Communal Areas Policy (accessible at:).</li> </ul>	
39. Common Parts		
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. Common Parts		
Neither you nor anyone living with you or visiting		
you may smoke in any enclosed communal area as this is against the law.		
41. Common Parts		
You must use the communal areas quietly and		
take special care to close the entrance door at the		
main entrance of the building.		
42. Common Parts		

<ul> <li>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.</li> <li>43. Common Parts <ul> <li>You must remove and dispose of all unwanted items which are not normally collected by the refuse collectors.</li> </ul> </li> </ul>		
44. <b>Common Parts</b> You must not store any belongings in any communal area and you must comply with the Council's Clear Landings Policy.		
<ul> <li>45. Harassment and Anti-Social Behaviour <ul> <li>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: <ul> <li>Any other tenant or resident in the locality of the Property or any member of their household or visitor.</li> <li>The Council including our employees, Councillors, and contractors.</li> <li>Anyone else in the locality of the Property.</li> </ul> </li> <li>It includes (but is not limited to): <ul> <li>Harassment on the grounds of age, gender, race, colour, religion, disability, sexual orientation, gender reassignment, or pregnancy/maternity;</li> <li>Violence or threats of violence to any person;</li> <li>Abusive or insulting words or gestures;</li> <li>Disorderly drunkenness;</li> </ul> </li> </ul></li></ul>	<ul> <li>35. Anti-Social Behaviour You, anyone living with you, or anyone visiting must not engage in conduct amounting to anti- social behaviour. This includes any act or failure to act that interferes with the peace and comfort of: <ul> <li>Other tenants, residents, their households, or visitors in the locality of the property.</li> <li>Council employees, contractors, or councillors.</li> <li>Any other person in the locality.</li> </ul> </li> <li>Refer to the Anti-Social Behaviour (ASB) Policy (accessible at:) for more information.</li> </ul>	<ul> <li>35. Anti-Social Behaviour</li> <li>Change: Reworded for clarity and expands the definition of anti-social behaviour and removed the unnecessary list of examples that has now contained within the ASB Policy.</li> <li>Reason: Detailed guidance on what constitutes anti-social behaviour is found in the relevant policy instead.</li> </ul>

<ul> <li>Damage or threat of damage to</li> </ul>		
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;		
<ul> <li>Making unnecessary, offensive, or</li> </ul>		
excessive noise by any means		
whatsoever including loud music,		
arguing, and door slamming;		
<ul> <li>Using or allowing the Property to be</li> </ul>		
used for prostitution and/or for		
dealing in, cultivating, and		
manufacturing or the illegal		
possession or use of any controlled		
substances;		
<ul> <li>Using the Property for handling or</li> </ul>		
storage of stolen Property;		
<ul> <li>Any nuisance or annoyance caused by</li> </ul>		
pets including excessive barking or		
fouling;		
<ul> <li>Playing ball games in such a way as to</li> </ul>		
cause nuisance and/or damage to		
property.		
<ul> <li>Using or allowing the Property to be</li> </ul>		
used for harbouring missing/wanted		
persons.		
<ul> <li>Using or allowing the Property to be</li> </ul>		
used for young people to commit		
truancy.		
46. Domestic Violence	36. Domestic Abuse	36. Domestic Abuse
You must not use, or tolerate other members of	You must not commit domestic abuse. Abusive	Change: Clarified the definition of domestic
the household to use, or threaten to use, any	behaviour involving individuals aged 16 or over	abuse, covering multiple forms of abuse and
violence, threatening behaviour, or abuse against	who are intimate partners, family members, or	its impact.
anyone living in the Property. This includes, but is	share parental responsibility for a child is	
not limited to, physical, psychological, sexual,	considered domestic abuse. This includes physical,	

emotional, or financial abuse and the imposition of social isolation.	sexual, financial, emotional, and psychological abuse.	• <b>Reason</b> : Ensures tenants understand the broad scope of behaviours considered domestic abuse.
47. <b>Criminal Acts</b> Neither you nor anyone living at or visiting you must commit any arrestable offense within the local area of your Property.	<ul> <li>37. Criminal Acts</li> <li>You, anyone living with you, or visitors must not commit any criminal offense within the local area of the property.</li> <li>You must not use the property for illegal or immoral activities, such as storing, selling, or producing illegal drugs, or storing stolen goods.</li> </ul>	<ul> <li>37. Criminal Acts</li> <li>Change: Expanded to specify that the property cannot be used for illegal activities, such as storing stolen goods or producing illegal drugs.</li> <li>Reason: Provides more detailed restrictions on illegal activities at the property.</li> </ul>
48. <b>Criminal Acts</b> Neither you nor anyone living at or visiting the Property must use the Property for any illegal or immoral activity.		
49. Weapons You must not keep unlicensed firearms or any illegal weapon in the Property.	38. Weapons You must not keep unlicensed firearms or any illegal weapons in the property. Any licensed firearm must be stored in accordance with Home Office guidelines.	<ul> <li>38. Weapons <ul> <li>Change: Adds a provision that licensed firearms must be stored in accordance with Home Office guidelines.</li> <li>Reason: Clarifies the rules regarding the storage of firearms and other weapons.</li> </ul> </li> </ul>
50. <b>Pets</b> 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.	<ul> <li>39. Pets <ul> <li>You must comply with the council's Pet Policy if you wish to keep a pet, and must obtain prior written approval.</li> <li>Responsible Ownership: You must sign an undertaking to practice responsible pet ownership.</li> <li>Mess Removal: You must clean up any mess caused by your pets in your home, garden, or communal areas.</li> <li>Breeding: Breeding pets for sale is not allowed.</li> </ul> </li> </ul>	<ul> <li>39. Pets</li> <li>Change: Expanded to include a requirement for prior written approval to keep pets and detailed conditions for responsible pet ownership.</li> <li>Reason: Ensures tenants are aware of the need for permission and the rules around keeping pets.</li> </ul>

	<ul> <li>Pets in Supported Housing: Dogs are not allowed in communal supported housing unless they are registered assistance dogs.</li> <li>Refer to the Pet Policy (accessible at:) for more information.</li> </ul>	
51. <b>Pets</b> You must obtain our prior written approval if you wish to keep a domestic pet in accordance with the Council's Pet Policy.		
52. <b>Pets</b> You must sign an undertaking committing you to 'responsible' pet ownership if your request to keep a pet has been approved.		
<ul> <li>53. Pets</li> <li>If you fail to comply with terms of the Council's</li> <li>Pet Policy you must if asked by us permanently</li> <li>remove any animal from the Property.</li> </ul>		
54. <b>Pets</b> You must not breed any pet with a view to sale.		
55. <b>Pets</b> 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.		
	<ul> <li>40. Dealing with Pests and Vermin <ul> <li>You must prevent behaviours that encourage pests or vermin.</li> <li>Infestations: If an infestation occurs, you must report it to) and cover the cost of necessary treatments.</li> </ul> </li> </ul>	<ul> <li>40. Dealing with Pests and Vermin <ul> <li>Change: New clause detailing tenant responsibilities for preventing infestations and reporting them to).</li> <li>Reason: Provides guidance on pest management to maintain hygiene and safety.</li> </ul> </li> </ul>
56. <b>Businesses</b> You must not carry out any trade, business, or profession from the Property, whether for profit or not, without our prior written approval.	<ul> <li>41. Running a Business from the Property</li> <li>You must not conduct any trade, business, or profession from the property without our prior written approval.</li> </ul>	<ul> <li>41. Running a Business from the Property</li> <li>Change: Expanded to include rules for installing surveillance equipment and advertising goods or services from the property.</li> </ul>

	<ul> <li>Surveillance Equipment: Permission is required before installing surveillance equipment, including doorbell cameras.</li> <li>Sales and Advertising: You cannot sell, hire out, or exhibit goods or display advertisements at the property without written approval.</li> </ul>	<ul> <li>Reason: Adds clarity and conditions for running a business or installing surveillance equipment.</li> </ul>
<ul> <li>57. Businesses <ul> <li>You must obtain our prior written permission</li> <li>before installing any surveillance equipment.</li> </ul> </li> <li>58. Businesses <ul> <li>You must not sell, hire out, or exhibit goods or</li> <li>display advertisements at the Property without</li> <li>our prior written approval.</li> </ul> </li> </ul>		
59. Vehicles 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.	<ul> <li>42. Parking and Vehicle Maintenance <ul> <li>You must not park motor vehicles on the property unless a properly constructed footpath crossing and a hard-standing are present.</li> <li>Hard-standing Installation: You must seek approval from the council and Hertfordshire County Council for installing a hard-standing and dropped kerb.</li> <li>Caravans and Trailers: Storing caravans, campervans, or trailers on the property or in communal areas is prohibited without written permission.</li> <li>Prohibited Vehicle Storage: Motorcycles or other vehicles must not be stored in the property or communal areas.</li> <li>Vehicle Repairs: Vehicle maintenance is only allowed for vehicles owned by you or your household and must not occur on estate verges, footpaths, or garage forecourts.</li> </ul> </li> </ul>	<ul> <li>42. Parking and Vehicle Maintenance <ul> <li>Change: Expanded to include rules for hard-standing installation, storing trailers, and restrictions on vehicle repairs and parking.</li> <li>Reason: Adds more detailed guidelines for parking and vehicle management on council properties.</li> </ul> </li> </ul>

	<ul> <li>Un-roadworthy Vehicles: Un-roadworthy or untaxed vehicles must not be left on council land or roads.</li> <li>Vehicle Sales: Vehicles advertised for sale must not be parked on the property or local roads unless you are the registered owner.</li> </ul>	
60. Vehicles:		
You must not store a caravan/campervan or trailer at your Property without our written permission.		
61. Vehicles		
You must not keep, or temporarily place, a motorcycle or other motorized 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. Vehicles		
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. Vehicles		
You must not service, maintain or repair vehicles on any estate verge, amenity green, footpath, or garage forecourt.		
64. Vehicles		
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. Vehicles		
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. Vehicles		

You must not park or maintain vehicles in such a manner that it causes an obstruction or is likely to cause a nuisance. 67. <b>Covenants</b>	43. Compliance with Covenants and Regulations	43. Compliance with Covenants and Regulations
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.	You must comply with estate rules and covenants that apply to the property. You will be informed if any apply at the start of your tenancy.	<ul> <li>Change: No substantive change.</li> <li>Reason: Retains the tenant's obligation to comply with estate rules and covenants.</li> </ul>
68. Housing Need 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.	44. Housing Need It will be a breach of the tenancy if you become the owner of a property that we consider suitable for you to live in. Failure to terminate this tenancy may result in us taking steps to end it.	<ul> <li>44. Housing Need</li> <li>Change: Specifies that the tenancy may be breached if the tenant acquires another suitable property.</li> <li>Reason: Ensures clarity on the consequences of owning other suitable accommodation.</li> </ul>

Your Rights

a) Current	b) Revised	c) Summary of Change
69. <b>To Occupy the Property</b> You can live in the Property until you terminate this tenancy or you are ordered to leave by the Court.	45. <b>Right to Occupy the Property</b> You have the right to live in the property until you terminate the tenancy or are ordered to leave by a court.	<ul> <li>45. Right to Occupy the Property</li> <li>Change: No substantive change.</li> <li>Reason: Maintains clarity on the tenant's right to occupy the property.</li> </ul>
<ul> <li>70. Security of Tenure         <ul> <li>Secure Tenants: You have a Secure Tenancy provided you occupy the Property as your only or principal home and keep to other terms of</li> </ul> </li> </ul>	<ul> <li>46. Security of Tenure</li> <li>Secure Tenants: You have a secure tenancy as long as you live in the property as your main home and adhere to the terms of the agreement.</li> </ul>	<ul> <li>46. Security of Tenure</li> <li>Change: Expanded to include introductory tenants' rights and the consequences of failing to reside in the property.</li> </ul>

<ul> <li>this agreement. We can only end your tenancy: <ul> <li>(a) with your agreement, or</li> <li>(b) if we can prove to the satisfaction of the County Court that we have grounds for obtaining possession of the Property.</li> </ul> </li> </ul>	<ul> <li>Ending Secure Tenancy: We can only end the tenancy with your agreement or by proving to the court that we have legal grounds to obtain possession.</li> <li>Introductory Tenants: We cannot end your introductory tenancy without a court order. Before seeking possession, we will serve a notice under Section 128 of the Housing Act 1996. You have 14 days to request a review of our decision.</li> <li>Loss of Security of Tenure: If you stop residing in the property as your main home, we can serve a Notice to Quit and go to court to gain possession.</li> </ul>	<ul> <li>Reason: Clarifies the rules around security of tenure and the legal processes involved.</li> </ul>
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.		

72. One Succession	47. Succession Rights	47. Succession Rights
<ul> <li>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).</li> <li>A successor is someone: <ul> <li>Who obtained this tenancy or a previous tenancy from us as a result of the death of a previous tenant.</li> <li>Who was a joint tenant but following the death of the other joint tenant is now a sole tenant.</li> <li>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.</li> </ul> </li> </ul>	<ul> <li>Introductory Tenants: Upon your death, your tenancy may pass to a spouse or civil partner if they are living in the property as their only home. If no spouse or partner qualifies, another family member who has lived with you for at least 12 months may succeed.</li> <li>Secure Tenants: Similar rights apply, but cohabiting partners may also succeed. Family members other than a partner have no right to succeed unless the tenancy began before 1 April 2012.</li> </ul>	<ul> <li>Change: Expanded details for introductory tenants and secure tenants, outlining the rules for succession rights, including family member eligibility based on tenancy start dates.</li> <li>Reason: Clarifies the rules for tenancy succession upon the tenant's death and provides guidance on who may succeed based on tenancy type and length of residency.</li> </ul>
73. <b>One Succession</b> 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 (unless your tenancy commenced prior to		
the 1st April 2012). 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:		
1. You are not a successor as defined above		
and were not granted this tenancy as a		
result of the operation of this clause.		
2. They have been resident with you for a		
continuous period of at least twelve		
months ending with your death.		

<ul> <li>3. They apply to us in writing to be granted a new tenancy within 3 months from the date of your death.</li> <li>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.</li> </ul>		
74. <b>One Succession</b> If 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.		
75. <b>Right to Take in Lodgers</b> You have the right to 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.	<ul> <li>48. Right to Take in Lodgers or Sublet (Secure Tenants Only)</li> <li>Introductory Tenants: You do not have the right to take in lodgers or sublet any part of the property during your introductory tenancy.</li> <li>Secure Tenants: Once you become a secure tenant, you may take in a lodger or sublet part of your home, but you must obtain written permission from us first.</li> <li>Notification: You must inform us in writing when your lodger or tenant moves out.</li> <li>Overcrowding: You must not overcrowd the property, and you must continue to occupy the property as your sole or principal home.</li> <li>Prohibited Subletting: You are not allowed to sublet the whole property or use it for short-term holiday lets (e.g., Airbnb).</li> </ul>	<ul> <li>48. Right to Take in Lodgers or Sublet (Secure Tenants Only)</li> <li>Change: Clarifies that introductory tenants cannot take in lodgers or sublet, while secure tenants can do so with written permission, and prohibits subletting the entire property or using it for short-term lets.</li> <li>Reason: Provides clearer guidance on the differences between introductory and secure tenants regarding lodgers and subletting, and introduces a ban on subletting for short-term holiday lets (e.g., Airbnb).</li> </ul>
76. <b>Tenancy Exchange</b> 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	<ul> <li>49. Tenancy Exchange (Secure Tenants Only)</li> <li>Introductory Tenants: You do not have the right to exchange your tenancy during the introductory period.</li> </ul>	<ul> <li>49. Tenancy Exchange (Secure Tenants Only)</li> <li>Change: Specifies that introductory tenants cannot exchange tenancies, while secure tenants may exchange with permission,</li> </ul>

<ul> <li>private registered provider of social housing (a Housing Association), provided that: <ul> <li>(a) You have sought and obtained our written approval.</li> <li>(b) The other landlord has given their written approval.</li> <li>(c) Any condition applying to those approvals has been complied with.</li> </ul> </li> <li>If you are an Introductory Tenant you do not have a Statutory right to exchange.</li> </ul>	<ul> <li>Secure Tenants: You have the right to exchange your tenancy with another council tenant, housing association tenant, or local authority tenant, subject to certain conditions:         <ul> <li>a) You must obtain our written approval.</li> <li>b) The other landlord must provide written approval.</li> <li>c) Any conditions attached to those approvals must be complied with.</li> </ul> </li> <li>Restrictions: We can only withhold approval on specific grounds as laid out in Schedule 3 of the Housing Act 1985.</li> <li>Payments for Exchanges: It is illegal to ask for or offer payments in connection with a tenancy exchange.</li> <li>Refer to the Mutual Exchange Policy (accessible at:             <ul> <li>for more information.</li> </ul> </li> </ul>	<ul> <li>subject to legal restrictions. Details of the policy also included.</li> <li>Reason: Clarifies the right of secure tenants to exchange their tenancy, subject to specific conditions, while confirming that introductory tenants do not have this right.</li> </ul>
77. Tenancy Exchange We can only withhold our approval on certain grounds which are set out in Schedule 3 to the Housing Act 1985.		
78. <b>Tenancy Exchange</b> You must not ask another person to make a payment to you in connection with a tenancy exchange or make such a payment yourself.		
79. <b>Right to Transfer</b> 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.	<ul> <li>50. Right to Transfer <ul> <li>You have the right to apply for a transfer to another of our properties through the "Moving with Dacorum" housing register, provided you are eligible and meet the qualifications.</li> <li>Secure Tenants: You may also transfer to properties owned by other local authorities or registered providers of social housing, subject to the agreement of the other tenant and our written consent.</li> </ul> </li> </ul>	<ul> <li>50. Right to Transfer</li> <li>Change: Clarifies that secure tenants have the right to apply for a transfer to another property, while introductory tenants do not have this statutory right. Details of the policy also included.</li> <li>Reason: Differentiates between the transfer rights of secure and introductory tenants and outlines the procedure for applying for a transfer.</li> </ul>

	<ul> <li>Introductory Tenants: You do not have the statutory right to transfer.</li> <li>Refer to the Housing Allocations Policy (accessible at:</li> <li>) for more information.</li> </ul>	
<ul> <li>80. Right to Transfer 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. </li> <li>81. Right to Buy (Secure Tenants only)</li> </ul>	51. <b>Right to Buy</b> (Secure Tenants Only)	51. <b>Right to Buy</b> (Secure Tenants Only)
When you become a Secure Tenants only) 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.	<ul> <li>Introductory Tenants: You do not have the right to purchase the property during your introductory tenancy.</li> <li>Secure Tenants: Once you become a secure tenant, you may have the right to purchase or lease the property from us under the terms of the Housing Act 1985.</li> <li>Exemptions: We would typically not sell properties built or adapted for elderly or disabled persons.</li> </ul>	<ul> <li>Change: Confirms that introductory tenants do not have the right to buy, while secure tenants may have this right under the Housing Act 1985, with certain property exemptions.</li> <li>Reason: Reinforces that introductory tenants are not eligible for the Right to Buy scheme, while secure tenants may be, subject to specific conditions.</li> </ul>
82. <b>Right to Make Improvements and Alterations</b> 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.	<ul> <li>52. Right to Make Improvements (Secure Tenants Only)</li> <li>Introductory Tenants: You cannot make improvements or alterations to the property.</li> <li>Secure Tenants: You have the right to make improvements or alterations, but you must first obtain written approval from us. Once approved, the work must be completed to a satisfactory standard within a reasonable time.</li> </ul>	<ul> <li>52. Right to Make Improvements (Secure Tenants Only)</li> <li>Change: Reiterates that introductory tenants cannot make improvements, while secure tenants may do so with written approval, and adds inspection requirements for completed work.</li> <li>Reason: Clarifies the process and requirements for secure tenants to make</li> </ul>

83. Compensation for Improvements (Secure Tenants only) 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.	<ul> <li>Inspections: We may inspect the completed work and, if it does not meet standards, you may be required to reinstate or correct it.</li> <li>Aerials and Attachments: You must not install aerials, satellite dishes, or anything on external doors without written consent.</li> <li>Planning Permissions: You must obtain any necessary planning permissions or building regulations approval for the work.</li> <li>53. Compensation for Improvements (Secure Tenants Only)         As a secure tenant, you may be entitled to claim compensation for certain improvements made to the property with our approval when your tenancy ends. Details of eligible improvements and compensation calculations are available upon request.     </li> </ul>	<ul> <li>improvements and alterations to their property.</li> <li>53. Compensation for Improvements (Secure Tenants Only): <ul> <li>Change: States that secure tenants may be entitled to compensation for certain approved improvements when the tenancy ends.</li> <li>Reason: Provides secure tenants with information about their right to claim compensation for approved improvements made during their tenancy.</li> </ul> </li> </ul>
84. <b>Right to Repair</b> 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.	54. <b>Right to Repair</b> You have the right to compensation or to request a different contractor if we fail to complete certain repairs within timescales prescribed by law. Further details are available on request.	<ul> <li>54. Right to Repair</li> <li>Change: Reworded for clarity; no substantive change.</li> <li>Reason: Ensures tenants understand their right to compensation if repairs are not completed within the prescribed legal timeframe.</li> </ul>
85. <b>Right to View Personal Information</b> 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.	55. <b>Right to View Personal Information</b> You have the right to view any personal information we hold about you or your family members (with their explicit consent) under the GDPR. You can submit a request via email to foi@dacorum.gov.uk. We will respond within	<ul> <li>55. Right to View Personal Information <ul> <li>Change: Added a timeframe within which the landlord must respond to tenant requests for personal information under GDPR.</li> <li>Reason: Ensures tenants know how long it will take to receive their personal data, aligning</li> </ul> </li> </ul>

	(insert timeframe here:). More information can be found in our GDPR Policy accessible at:	with GDPR requirements and improving transparency.
86. <b>Right to Be Consulted</b> You have the right to be consulted, both as an individual and/or as a member of a recognized group, on any proposals that we have which are likely to have a substantial effect on your Tenancy, the Property, or the local area.	56. <b>Right to Be Consulted</b> You have the right to be consulted, both as an individual and/or as a member of a recognised group, on any proposals we make that are likely to have a substantial effect on your tenancy, the property, or the local area.	<ul> <li>56. Right to Be Consulted <ul> <li>Change: Reworded for clarity; no substantive change.</li> <li>Reason: Retains the tenant's right to be consulted on proposals affecting their tenancy, property, or local area.</li> </ul> </li> </ul>
87. <b>Get Involved</b> There are many ways you can get involved with the Housing Service. Please see your tenant handbook for more information.	57. <b>Get Involved</b> There are various ways you can get involved with the Housing Service. Refer to (accessible at:) for more information.	<ul> <li>57. Get Involved</li> <li>Change: Reworded for clarity; no substantive change.</li> <li>Reason: Encourages tenants to engage with housing services and provides a reference to the for more information.</li> </ul>
<ul> <li>88. Get Involved</li> <li>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.</li> </ul>	58. <b>Right to Attend Council Meetings</b> As a member of the public, you have the right to attend council meetings and committee sessions as an observer. In certain cases (subject to conditions like advance notice), you may also speak on issues that affect you.	<ul> <li>58. Right to Attend Council Meetings</li> <li>Change: No substantive change.</li> <li>Reason: Retains the tenant's right to attend council meetings and speak on issues affecting them.</li> </ul>
	<ul> <li>59. Right to Complain You have the right to make a formal complaint about the housing service if you feel dissatisfied with any aspect of the service provided. Full details of our complaints procedure, including how to submit a complaint and the stages of review, can be found (accessible at: )). You may also escalate your complaint to the Housing Ombudsman if you are not satisfied with our response, once the internal process is complete.</li></ul>	<ul> <li>59. Right to Complain</li> <li>Change: The new clause has been added to specify the formal nature of complaints and to include the option of escalating the complaint to the Housing Ombudsman if the tenant is dissatisfied with the council's response.</li> <li>Reason: Provides tenants with clearer guidance on how to submit a formal complaint, as well as additional information on their rights to escalate the issue if not resolved internally. This ensures transparency and sets</li> </ul>

	out a comprehensive complaints process, aligning with best practices.

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the tenancy. Your notice should end on a Sunday

a) Current	b) Revised	c) Summary of Change
89. Emergency Access 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.	60. Emergency Access We reserve the right to enter the property without prior notice in emergencies to carry out essential repairs or prevent injury or damage. Any damage caused during this process will be repaired, and the property will be re-secured if necessary— provided the emergency access was not caused by your neglect. Examples of emergencies include (insert examples such as gas leaks, floods, etc.:).	<ul> <li>60. Emergency Access</li> <li>Change: Space added to provide examples of emergencies (e.g., gas leaks, floods) to clarify the situations in which emergency access without prior notice might occur.</li> <li>Reason: Provides tenants with a clearer understanding of when emergency access might be required, reducing ambiguity around what constitutes an emergency.</li> </ul>
90. <b>Recovery of Expenses</b> 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.	61. <b>Recovery of Expenses</b> If we need to carry out repairs, rubbish removal, or garden maintenance because of your failure to meet your obligations under this agreement, we will charge you for the costs incurred. However, we will only do this after giving you reasonable notice to address the issue yourself.	<ul> <li>61. Recovery of Expenses</li> <li>Change: Reworded for clarity, outlining when tenants will be charged for repairs, rubbish removal, or garden maintenance.</li> <li>Reason: Provides clearer guidance on the circumstances in which tenants will be responsible for costs incurred by the landlord due to tenant negligence.</li> </ul>
91. Legal Costs 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.	62. Legal Costs You must cover any legal costs we incur in enforcing the terms of this agreement or ending it due to a breach by you.	<ul> <li>62. Legal Costs</li> <li>Change: No substantive change.</li> <li>Reason: Retains the requirement that tenants must cover legal costs if the landlord has to enforce the terms of the tenancy.</li> </ul>
Ending The Tenancy a) Current	b) Revised	c) Summary of Change
92. Notice You must notify us in writing at least four clear rent weeks ahead of your intention to terminate	63. Notice to Terminate You must give us at least four clear rent weeks' notice in writing if you intend to terminate the	<ul> <li>63. Notice to Terminate</li> <li>Change: Clarifies that joint tenancy can be ended by notice from one tenant and</li> </ul>

or a Monday. We may at our discretion accept shorter notice than this or notice expiring on a different day.	<ul> <li>tenancy. The notice period typically ends on a Sunday.</li> <li>Joint Tenancies: Notice given by one joint tenant will end the entire tenancy.</li> <li>Shorter Notice: In exceptional circumstances, we may accept shorter notice at our discretion.</li> </ul>	<ul> <li>introduces the possibility of shorter notice in exceptional cases.</li> <li>Reason: Provides additional clarity on how to terminate the tenancy, especially in joint tenancies.</li> </ul>
93. Keys 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.	<ul> <li>64. Returning Keys <ul> <li>You must return all keys (including window keys, shed keys, entry fobs, etc.) to us by noon on the day your tenancy ends. If the keys are not returned, we will change the locks and charge you for the cost, as well as any rental loss caused by the delay.</li> <li>If you lose or damage keys before the tenancy ends, notify us immediately to arrange a replacement.</li> </ul> </li> </ul>	<ul> <li>64. Returning Keys</li> <li>Change: Added a process for handling lost or damaged keys before the tenancy ends, with instructions to notify the landlord immediately to arrange for replacements.</li> <li>Reason: Ensures tenants know what to do in the event of lost or damaged keys before vacating, reducing confusion and potential disputes.</li> </ul>
94. <b>Prior Inspection</b> 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.	65. <b>Pre-move Inspection and Access</b> You must allow us access to inspect the property during the notice period to determine any work that needs to be done before you leave. We may also want to arrange viewings with prospective new tenants during this time.	<ul> <li>65. Pre-move Inspection and Access</li> <li>Change: Clarifies that the landlord may also arrange viewings with prospective tenants during the notice period.</li> <li>Reason: Ensures tenants are aware of the potential for viewings before they vacate the property.</li> </ul>
95. <b>Condition of Property</b> 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. If you leave behind any personal belongings when you leave, we may dispose of them in accordance with our Disposal of Tenants Goods policy.	<ul> <li>66. Condition of the Property Upon Vacating <ul> <li>You must remove all furniture, personal belongings, and rubbish from the property, leaving it clean and ensuring that decorations, fixtures, and appliances provided by us are in good condition.</li> <li>Belongings Left Behind: Any belongings left behind will be disposed of in accordance with our Disposal of Tenants' Goods Policy (accessible at:).</li> </ul></li></ul>	<ul> <li>66. Condition of the Property Upon Vacating <ul> <li>Change: Adds specific requirements for tenants to arrange final meter readings and ensure gas pipes are capped by an approved contractor.</li> <li>Reason: Provides clearer guidance on the steps tenants must take before leaving, including final safety measures and cleaning.</li> </ul></li></ul>

	<ul> <li>You will be charged for any damage beyond fair wear and tear.</li> <li>You must arrange for final meter readings and ensure gas pipes are safely capped off by an approved contractor before you leave.</li> </ul>	
96. <b>Condition of Property</b> 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. <b>Condition of Property</b> 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.		
98. Vacant Possession 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.	67. Vacant Possession You must not leave anyone living in the property when you vacate it. All pets must also be removed from the property.	<ul> <li>67. Vacant Possession</li> <li>Change: No substantive change.</li> <li>Reason: Retains the requirement that the property must be vacated fully, including the removal of pets, upon termination.</li> </ul>
99. Ending Joint Tenancies Where either joint tenant wishes to terminate their interest in a tenancy they must give notice terminating the tenancy in accordance with section 60. 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.	68. Ending Joint Tenancies If only one joint tenant wishes to end the tenancy, independent legal advice should be sought. When one joint tenant serves notice, it terminates the tenancy for both tenants. The council will decide whether the remaining tenant can stay in the property, be offered alternative accommodation, or be required to find their own alternative accommodation.	<ul> <li>68. Ending Joint Tenancies</li> <li>Change: Adds guidance that legal advice should be sought if only one tenant wishes to end a joint tenancy, and clarifies the landlord's decision-making process for the remaining tenant.</li> <li>Reason: Provides additional legal clarity for joint tenants when one tenant wishes to terminate the tenancy.</li> </ul>