

## BABERGH DISTRICT COUNCIL

<b>From: Joint Housing Board</b>	<b>Report Number: R11</b>
<b>To: Strategy Committee</b>	<b>Date of meeting: 4 June 2015</b>

### APPROVAL OF TENANCY AGREEMENT

#### 1. Purpose of Report

- 1.1 To provide Strategy Committee with a summary of the work that has been undertaken to introduce a revised Tenancy Agreement for Babergh District Council.
- 1.2 To request the Strategy Committee to recommend approval of the new Tenancy Agreement to Full Council.

#### 2. Recommendation to Council

- 2.1 That the revised Tenancy Agreement for Babergh District Council, attached as Appendix A, be approved.

#### 3. Financial Implications

- 3.1 The cost of the work to date and the future production and distribution of the revised Tenancy Agreement has been budgeted for within the Housing Revenue Account.
- 3.2 There will be no additional funding required to implement the new agreements.

By adopting the same Tenancy Agreement, the Councils will save money and can manage the housing functions more efficiently because the standard clauses will be the same.

#### 4. Risk Management

- 4.1 Key risks are set out below:

Risk Description	Likelihood	Impact	Mitigation Measures
Failure to introduce a revised Tenancy Agreement will result in the Housing Service becoming less efficient in its management of housing	Unlikely	Severe	The work to integrate a revised Tenancy agreement across both Councils has been undertaken during the past two years and as a result has successfully achieved a number of milestones along the way

#### 5. Consultations

- 5.1 Consultation has taken place during the past year amongst a variety of different stakeholders.

- 5.2 Staff – Consultation has taken place amongst housing staff, and staff associated with roles and responsibilities in the management of the Tenancy Agreement throughout this piece of work.
- 5.3 Tenants – A small working group was formed at an early stage to create the first draft. Since the early stages of this work, tenants have been consulted through both the Tenants Forum and the Joint Housing Board.
- 5.4 All tenants were invited to make comments on the proposed new Agreement from 16 February 2015, during a period of consultation known as the ‘Preliminary Notice of Variation’. The consultation ended on 16 April 2015, after which a review of all comments were considered with any necessary changes subsequently being made as part of this review.
- 5.5 Councillors – Were involved in the initial working group that was formed and subsequently have overseen its progress through a number of updates to the Housing Board.
- 5.6 Legal – As part of this work we have consulted with our own internal legal team whilst also liaising with Buckles Solicitors, who specialise in Housing Law.

## **6. Equality Analysis**

- 6.1 The agreement applies to all tenants, analysis has taken place and there are no equality issues.

## **7. Shared Service / Partnership Implications**

- 7.1 The Tenancy Agreement will bring the management of housing across both Districts in line by using the same terms and conditions.
- 7.2 In turn this allows for a number of related policies and procedures in relation to Housing Management to be aligned.

## **8. Key Information**

- 8.1 Both Councils adopted a Tenancy Strategy in 2014 to respond to changes in the law (the Localism Act 2011) and the type of tenancies which could be granted. The Councils took the bold decision to introduce flexible tenancies in 2015.
- 8.2 As we had to review our agreements in light of this decision, we took the opportunity to review and update the Tenancy Agreement held by our tenants.
- 8.3 The new draft Agreement reflects changes in legislation, for example changes affecting succession for secure tenancies, how will we tackle anti-social behaviour, repairing obligations, tenancy fraud, and responsible pet ownership.

The new Agreement is also designed to be clearer about our responsibilities as a landlord and the responsibilities of our tenants.

- 8.4 We are required by law to consult tenants about these proposed changes and provide opportunities for comments and feedback. The legal term for this notice is a Preliminary Notice of Variation and is the first step of the consultation process.

- 8.5 All tenants were invited to make comments on the proposed new Agreement from 16 February. The consultation ended at mid-day 16 April 2015. We received a total sixteen responses following a consultation with all 6,800 tenants.
- 8.6 If the new Agreement is approved by Full Council all tenants will be sent a Notice of Variation. This will explain what the final changes to the Tenancy Agreement are and when the new Agreement will take effect.

## 9. Appendices

	Title	Location
A	Proposed Tenancy Agreement terms and conditions	Attached

## 10. Background Documents

- 10.1 None

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## **Appendix A - Proposed Tenancy Agreement Terms For Babergh District Council**

### **Secure periodic tenancy (lifetime tenancy)**

A secure periodic tenancy is the type of tenancy under which some Council tenants will occupy their home. This type of tenancy is not time limited, and the only way we can end the agreement provided that you live in it as your only or principal home is on certain legal grounds and by applying to the court for possession. However if you are not living in the property as your only or principal home we may seek to end the tenancy with a Notice to Quit (NTQ).

### **Demoted Tenancies**

If you break any of the terms or conditions of your tenancy agreement, your secure tenancy can be changed to a demoted tenancy by a court for 12 months. During this period you have less security and fewer rights: -

- You are at greater risk of losing your home if you do not keep to this agreement
- You cannot buy your home
- You cannot exchange homes with other tenants, sublet a room or assign your property
- You do not have the right to carry out improvements to your home

### **Joint Tenancies**

Joint tenants are jointly and severally entitled to all of the rights and are both required to fulfil all of the obligations set out in this agreement.

Joint tenancies are normally between two people. In very exceptional cases, they may be between three or four people. References in this agreement to joint tenants assume that there are only two. If there are more than two, references to both joint tenants should be read as references to all joint tenants.

### **Keeping to your tenancy agreement**

Providing you occupy the property as your only or principal home and you keep to the conditions of the tenancy we will not interfere with your right to quiet enjoyment of the property. We may apply for a court order if you breach your tenancy agreement or if any of the grounds set out in the Housing Act 1985 (Schedule 2) apply.

### **More about your tenancy agreement – variation**

We may vary the agreement by either agreeing with you so that the variation will take place or by serving a Notice of Variation upon you. If we serve a Notice of Variation you will have the right to comment on the proposed changes.

### **Tenants Handbook**

It is recommended that you read the Tenants Handbook alongside this tenancy agreement as it contains further explanations and examples.

### **Information sharing**

Under the Data Protection Act 1998 (or any amending or subsequent legislation) you agree that we can hold information about you and pass it on to others such as local and national government bodies, our Contractors, Social Services, the Health Service, Courts, Police and other landlords for the purpose of:

- Managing your tenancy and our housing stock
- Assisting statutory agencies to do their job
- Looking after the health and wellbeing of you or another person
- Preventing or detecting crime, disorder or fraud
- Safeguarding children

### **Data Protection (1998) & Freedom of Information Act (2000)**

You have the right to see information we hold about you. You can get copies of the information but there will be a charge. Further information about your rights to information is set out in the Data Protection Act 1998 & Freedom of Information Act 2000.

### **Photographs**

At the start and during your tenancy we will require photographic identification for audit purposes, but only to manage your tenancy. You must provide photographic identification or co-operate with our procedures in collecting photographs or other forms of identification if we ask you to do so. This will help us identify people living in our properties without our permission and tenants who have sublet their homes illegally. This scheme will help us prevent fraud and make sure we are able to allocate our homes to those who need them most.

The photographs will be retained electronically and stored securely. They will not be disclosed to any third parties unless we are required to do so by law.

### **Methods of contact**

We may need to contact you regarding your tenancy, services we provide, or opportunities available to you. Typically this will be by way of writing but could include sending an email, or text message. If you do not want us to communicate with you via email or text message, you must advise us in writing.

### **Writing to you**

We will send you all letters and notices which relate to your tenancy in the following ways.

1. Delivering it by hand to you in person, or
2. Delivering it by hand to your home by posting it through the letterbox, leaving it at the property or by fixing it to any part of your home, or
3. Delivering it to your last known address (if this is different from the address on this agreement) by posting it through the letterbox, leaving it at the property or by fixing it to any part of the property, or
4. Sending it by recorded delivery or by first class post to your home, your last known address or work address

You agree that any legal notice we send you is valid if it is served on you in any of the ways listed above.

If for any reason this tenancy is not, or ceases to be a secure periodic tenancy, we may terminate it by giving you Notice to Quit of at least 28 days ending on a Monday.

### **Ways to contact us**

If you would like to contact us for anything that you need our permission in writing for, or to give us notice in writing, please write to:

Housing Department

Corks Lane

Hadleigh

Suffolk

IP7 6SJ

You can also phone us on 01473 825757 or, e-mail us at [housingenquiries@babergh.gov.uk](mailto:housingenquiries@babergh.gov.uk)

(These contact details may change from time to time if this happens we will inform you in writing)

### **Tenancy fraud**

You must not grant a sub-tenancy or part with possession of the whole of the property. Your right to this tenancy is dependent on this, and each and every time you pay rent you represent to us that you have complied with this clause.

You will not carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling us the truth about your circumstances which induced us to grant you the tenancy and, housing benefit and council tax fraud.

### **Legal action**

We can go to court to seek permission to evict you from your home if you break any of the terms of this agreement. You may be charged for the cost of taking you to court.

### **Rent & Other Charges**

#### **Payment Dates**

You must pay the rent and all other charges for the property on time.

Your rent is due weekly every Monday.

You may pay in advance every two weeks or every month if you prefer by making arrangements with us.

There may be some 'rent-free' weeks when you do not have to pay rent – we will give you details of these 'rent free' weeks in writing. If you owe us rent you must continue to pay during these 'rent-free' weeks.

#### **Amounts to pay**

The total amount of rent you pay depends on the size and type of property you live in, the services provided, the amenities and its location.

**Other charges (including Service Charges)**

The total amount you pay may include certain other charges for additional services. These are called service charges. If any of these charges apply they will be listed on the front page of this agreement, in the letter offering you the tenancy, and in any further letters you receive about changes to your rent.

We may, after consulting with you and any other tenants affected, increase, add to, reduce or vary the services we provide. This may include adding services where you have not previously paid a service charge at all.

**Joint tenants**

If you are joint tenants you are each responsible for the rent due and for any rent arrears, and recharges. If one tenant stops living at the property, that tenant remains jointly responsible for any rent that is owed while his or her name remains on the tenancy.

**Changes to the amount of rent you pay**

Your rent (or other charges) may be increased or decreased from time to time. This is usually once a year. You will be told of any change in the amount of rent you must pay at least 28 days before the rent changes. This will include giving you the date from which you will have to pay the new rent.

**Refunds**

If we owe you any money we will first use this money to pay any rent or any other charges you owe us before we give you a refund.

If you pay more money into your rent account than you need to (it is in credit) you may request a refund.



**Former debts**

This paragraph is applicable only if completed by filling in the blanks

If this paragraph is completed it means that this is an exceptional case and we have granted you a tenancy of this property even though you still have arrears from another property/previous tenancy, with us, which you must now pay.

Failure to make or keep to any repayment agreement for those historic rent arrears will be a breach of this tenancy agreement and may result in court proceedings. You may also be liable for the payment of debts relating to unpaid service charges, utility charges or work we have carried out for which you were responsible.

You agree to pay £..... each week for rent and or other charges from when you lived at.....

The total amount due at the date of signature of this agreement is

£.....

Signed: Tenant 1.....

Signed: Tenant 2.....

Signed: Authorised Officer.....

If we have not written an amount here, we may tell you about any rent arrears or charges, in writing, within 90 days of the date of this tenancy agreement.

## **Repairs & Improvements**

### **Our responsibilities**

#### **We will maintain and repair**

- The structure and outside of your home and shared areas of your home (if applicable) this includes drains, gutters and external pipes.
- We will maintain any shared areas around your property such as entrance halls, stairways, lifts, passageways, rubbish chutes and other shared areas, and make sure they are safe for you, your family and any visitors to use. We will keep the lighting in shared areas in reasonable working order.
- The installations of electricity, gas, water, drainage systems or any system connected with providing greener energy e.g. Solar panels etc.
- Any heating and water installations we have provided
- Kitchen and bathroom fittings we have provided
- External single brick toilets, outhouses and sheds are not classed as liveable space. The councils will only maintain with the view to keep the property secure and weather tight. No works to convert, heat or adapt will be carried out by the council. (Except circumstances to support Disabled Adaptions, under guidance of Social Services).

We will decorate (where applicable) the outside of your home and communal areas regularly. This is likely to be every 5/6 years (where applicable)

We will complete repairs in a reasonable amount of time. When you report a repair we will tell you when the work will be done by. This will depend on how urgent it is.

We will clear up after carrying out a repair and we will leave the decoration as close as possible to how it was before we did the work.

We will give or send you written confirmation of your request for a repair, unless it is carried out in an emergency

#### **Legal right to carry out repair work to your property**

There are special circumstances in which we have the legal right to take possession of your home because we need to do repair work. They are as follows.

- If you need to leave your property while major repair or refurbishment is carried out, or because it has to be demolished, you will normally receive a fixed amount of compensation or help with the cost of moving (or both). This is known as a Home Loss payment if you are required to relocate permanently or a Disturbance Allowance if you are moving temporarily as a result of works to the property. Please refer to our Decant Policy for more information.

- We will offer you suitable alternative accommodation, on either a permanent or temporary basis. This will be negotiated between us and you.
- If you agree to a temporary move we have the right to take possession of the temporary accommodation when we have finished the work to your original home.

### **Improvements to your home**

We maintain a programme of improvements for the long-term benefit of our properties. We will discuss these with you, as and when the situation arises. We may insist that improvements are carried out for example when they are part of a phased programme of works for the overall benefit of the neighbourhood.

### **Gas & Oil servicing**

As your Landlord we have a duty to check any gas/oil fitting/boiler and the flues serving it in the property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. We will always give you reasonable notice in writing of any inspection and this agreement provides that you are obliged to provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide reasonable access.

Gas fitting has the meaning given to it by the Gas Safety (Installation and Use) Regulations 1998 and any amendment or replacement of those regulations

If you do not allow access we could take legal action to seek an injunction and, or possession of your home in order to enter your home to carry out any necessary or associated works, and you may have to pay any associated costs.

- Access will be required to whole property.
- Electrical Periodic testing is included and a mandatory requirement.
- The councils appointed contractor/s will be allowed to carry out preventative works to eliminate reactive repairs at the contractors or Supervising Officers discretion.

### **Solid Fuel Appliances or Wood Burners**

We as a landlord enforce a No Installation policy for any type of solid fuel appliance or wood burner

- All existing installations will be removed when void or if identified at point of service as dangerous to the tenant, detrimental to the fabric or the building, the council will instruct the removal.
- There is an obligation for existing systems to be swept annually at no cost to the council and all certification to be supplied to the council by the tenant. The council will service existing installations annually.

- If any installation has been installed without approval the council has the right to remove and recharge for any associated works.

## **Your Responsibilities (What you will do)**

### **Reporting repairs**

You must report any faults, repairs or damage to the property immediately by contacting us. Damage includes criminal damage or where anyone else's home or property is causing damage to your home.

If a repair is required as a result of criminal damage you should report this to the Police and obtain a crime reference number.

### **Moving home**

When you move in to or leave your home, it is your responsibility to inform all utility suppliers and government departments, for example Housing Benefits/ Council Tax, if applicable.

### **Access to your home**

You must allow our employees, agents, and contractors access to the whole property at reasonable times (subject to giving you reasonable notice) to:

- conduct a gas safety inspection or
- conduct electrical periodic testing or
- inspect the condition of your home, or
- to carry out repairs or improvements or
- to carryout preventative works or
- other works to the property, the installations and the common areas or an adjoining property.

We will normally give you at least 24 hours' notice but more immediate access may be required in an emergency. In the event of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to the property.

This could include where gas is escaping, water is overflowing, or we believe that someone's life or physical safety is threatened.

### **Utilities**

As a tenant you will maintain contracts with utility providers for the supply of gas, electricity and water

## **Repairing & maintenance responsibilities**

You are responsible for decorating the inside of the property and for doing certain minor repairs, maintenance and replacements. This includes:

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

You are responsible for repairing and maintaining all improvements, appliances, fixtures, and fittings you install in your home in addition to the smoke detector.

\* You must ensure that these are connected by qualified engineers, and must be able to provide a certificate to prove this, if requested to do so.

## **You, anyone living with you, or visiting your home must not:-**

- Attach or use ceiling fans in rooms where there is also a gas fire fitted
- Paint boiler casings, electric storage heaters, gas fires, heaters or PVUC window frames or doors
- Interfere with any fire hoses, smoke alarms or any other fire safety equipment in any communal area
- Leave or wedge open communal entrance doors at any time
- Tamper with the gas or electricity supplies or with the meters

- Store any personal belongings to such an extent that we and or our contractors are unable to obtain access to the property which includes the roof space/loft. You must not store any personal or other objects in communal areas, for example stairwells, garden, balcony or other external communal areas
- Obstruct communal areas, passageways, entrances, or store any possessions in the property if they cause or are likely to cause an obstruction or hazard

If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to remove it so we can carry out the work. For example, you may have to take up laminate flooring if we need to get under the floorboards, and you will be responsible for replacing the floor after we have carried out any work.

You must not damage your property or put your neighbours in danger when installing temporary festive lights or decorations inside or outside your home. You should only put up lights or decorations for events such as Christmas, and Divali, for as long as that particular festival lasts. Any lights or decorations you put up must meet British Safety Standards.

You must pay for the repair or replacement if you or anyone living with you or visiting your home causes damage. An administration charge and VAT will be added to the costs of the work in these cases.

### **Right to repair**

In some cases you have a legal right to repair under the Housing Act 1985 section 96. You may be able to get compensation if certain repairs are not done on time. Please refer to the Right to Repair Scheme which is explained in more detail in your Tenants Handbook.

### **Right to carry out improvements to your home**

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

- Floor surfaces other than carpet
- Central heating
- Fitting a shower or gas fire
- Putting up a satellite receiver dish or aerial
- Putting up a shed, porch, fence, conservatory, greenhouse, shed, patio, decking, aviary, pigeon loft, fishpond, satellite dish, pool or similar structure in your garden.
- Building a parking space, garage, hard standing or driveway.

For a full list of items that require permission please refer the Tenants Handbook.

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

We must give you a decision within 20 days of receipt of your completed Tenant Alteration form, although we will usually reply much sooner. We will respond in writing. The letter will explain the conditions that apply to the type of work you are planning to carry out.

We will not refuse permission unless there is a good reason.

You must not carry out improvements to your home without our agreement in writing.

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

### **Right to compensation for improvements**

When your tenancy comes to an end you may be entitled to compensation for improvements you have carried out to your property.

This only refers to certain types of improvement. Please refer to your Tenants Handbook for further details of the Right to Compensation Policy.

### **Contents insurance**

Should your property suffer from a fire, flood etc the structure and fabric of the building is our responsibility as the landlord. However as the tenant you are responsible for ensuring you have the appropriate level of contents insurance for your own personal possessions or belongings should any accident occur. You would be responsible for replacing any household items such as furniture, including carpets and fixtures and fittings that you have installed or personal items or effects owned by you.

## **Solar PV**

### **General terms**

We may install a Solar Panel System at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time. You agree that we have an exclusive right for the Solar Panel System to occupy the parts of your home where it will be installed or has been installed.

We may connect the Solar Panel System into and use the existing electrical system within your home for the installation and operation of the Solar Panel System.

We are exclusively entitled to the benefit of the Feed in Tariff and you will provide such assistance as shall reasonably be required (including entering into documentation) to ensure that we are entitled to receive the Feed-in Tariff for the Solar Panel System during the FIT Period.

Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.

Any electricity that you do not use will be exported to the national grid for the sole benefit of the Council.

The part of the Solar Panel System known as the inverter may use a small amount of electricity from the electricity supply in your Home and you will not charge us for that electricity.

We may at any time alter the Solar Panel System or remove it from your home either permanently or for a period of time.

In the event of the Solar Panel System or any part thereof failing and being uneconomic to repair or replace, the Solar Panel System can be left in situ until such time as it is economic to repair or replace or the Solar Panel System is removed.

The amount of free electricity that the Solar Panel system may generate and which may be used by you may vary and we are not liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:

- The Council carrying out repairs, works or alterations to the Solar Panel System or removing it from your home
- The Council carrying out repairs, works or alterations to your home
- The weather, season or other factors beyond our control
- The age of the Solar Panel System (solar panels may become less efficient with age)
- The Solar Panel System or any part thereof failing and being uneconomic to repair or replace

In the event that you apply to exercise your right to buy your home and you wish to continue to receive the electricity generated by the Solar Panel System, the cost of purchasing your home will take in to consideration the cost of the equipment and the length of time it has been installed. If you wish for it to be removed as a result of your right to buy we will remove it within a reasonable period of time at no cost to you.



## **Our obligations**

We will write and tell you if a Solar Panel System is going to be installed on the roof of your home.

We will give you reasonable notice if the Solar Panel System is going to be removed by us.

We will take reasonable steps to ensure that we keep the Solar Panel System in good repair and working order during the Feed In Tariff Period.

## **Your obligations**

You will allow us (and our, employees or contractors acting on our behalf) access at reasonable times and subject to reasonable notice to install, maintain, repair, replace or undertake other works to, or inspect the condition of the Solar Panel System and to take meter readings. This may involve putting up scaffolding to safely access the roof of your home. You must ensure that access to the Solar Panel System is kept clear and it may be necessary for us to move personal items in your loft area particularly during the installation.

You will not cause any damage to or interfere with the Solar Panel System (including any cables serving the same) and will pay us any reasonable costs incurred by us in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to your home.

You will make sure that no trees or vegetation at your home grow to overshadow the Solar Panel System.

You will make sure that nothing is constructed or erected at your home which overshadows the Solar Panel System.

You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of your home to which the Solar Panel System is attached or in which it is contained.

You agree to use the electricity generated by the Solar Panel System for personal domestic use only, not to store any electricity generated by the Solar Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.

## **Community Responsibilities**

### **Your responsibilities**

You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home and garden, surrounding land, in shared gardens, parking areas, in communal areas (stairs, lifts, landings, entrance halls, pathways) and in the locality around your home.

### **Our responsibilities**

We must give you, or anyone living with you, help and advice if you report anti-social behaviour or nuisance.

We will investigate your complaints, keep you informed and take appropriate action to tackle the problem where appropriate.

### **Nuisance, annoyance or disturbance**

You or anyone living with you, or visiting your home must not cause a nuisance, annoyance or disturbance to any other person in your home or garden, on surrounding land, in shared areas or in the locality around your home including your neighbours. Examples of nuisance, annoyance or disturbance can include:

- Arguing, shouting or swearing
- Dogs fouling
- Drunkenness
- Dumping rubbish or fly tipping
- Making false or malicious complaints about the behaviour of any other person
- Carrying out illegal or immoral activity, prostitution or storage of stolen goods
- Damaging, defacing or putting graffiti on Council property
- Jamming doors open in communal blocks or interfering with security or safety equipment
- Leaving refuse outside your property on any other day than the day of collection

### **Loud music**

You will not play or permit to be played by any other person residing in or visiting the property, any radio, television, record, stereo, tape recording, DVD, CD, mini disc or musical instrument or to operate any other equipment in the property in such a manner as to cause or be likely to cause a nuisance, disturbance or annoyance to any other person in the locality.

## **Noise**

Not to create, permit or allow any other person residing in or visiting the Property, any type of activity such as slamming doors, banging, vacuuming, drilling, a barking dog that could create noise in such a manner as to cause or be likely to cause nuisance, disturbance or annoyance to any other person in the locality.

## **Floor coverings**

Should your property be situated above another flat we will require you to install and maintain all floors in the property with an appropriate floor covering such as carpet and underlay in sitting rooms, bedrooms, hallways and on stairs; and linoleum in kitchens, bathrooms and WCs, unless we provide you with written consent to do otherwise.

In most situations, where you are living in an upstairs flat we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering.

## **Harassment**

You will not harass or threaten to harass persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood. This includes but is not limited to age, disability, race, religion or belief, sex or sexual orientation.

This also applies to any tenant, agent, employee or contractor of ours whether in the neighbourhood or elsewhere (e.g. at our offices). Nor must you allow, fail to prevent, or incite anyone living with you (including children) or your visitors to do any of these things.

Examples of harassment include but are not limited to: behaviour causing alarm or distress to others; language causing alarm or distress; using or threatening to use violence; using insulting or abusive words or behaviour; damaging or threatening to damage another person's home or possession; writing threatening abusive or insulting letters or graffiti.

## **Drugs and drug dealing**

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

## **Violence & abuse in the home**

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

### **Abuse towards staff & others**

You must not abuse, assault, threaten, harass or obstruct our employees, contractors, agents or Housing Board Members or Councillors in person, by telephone, in writing or in any other way while they are carrying out their job, whether at the property or elsewhere (e.g. our offices). You must ensure any dog is controlled and does not injure any employee, contractor, agent or Councillor.

### **Gang membership**

You or anyone living with you must not become a member of a gang or allow a member of a gang to visit the property.

When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is a 'group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern'.

### **Change in circumstances**

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

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

In deciding whether you have broken this tenancy condition, we will consider:

- Whether the property is fit to live in
- Whether you have acquired the property for use as a holiday home only and whether it is suitable for that purpose
- The suitability of the property for your household, taking into account the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances
- Whether it would be reasonable in all the circumstances for you to sell the property.

## **Using your home**

### **Our responsibilities**

There are some circumstances in which the Council has the legal right to take possession of your home, without having to prove that you have breached the conditions of tenancy.

We can ask you to move if:-

- The property has special adaptations for a disabled or elderly person who no longer lives there.
- If your property needs to be empty for major building repair or complete redevelopment, or because it has to be demolished, you will be offered a suitable alternative home. You will usually get compensation or help with moving costs (or both) depending on your circumstances. Your move could be permanent or temporary. If you agree to a temporary move we have the right to take possession of your temporary home when the work is finished.

### **Your responsibilities**

- You must use the property as your only or principal home
- You must maintain the internal condition of your home to a good standard and be reasonably clean and free of obstacles to reduce the risk of fire.
- If you live in a flat or maisonette, the residents are jointly responsible for cleaning the communal entrance, halls, stairways, landings and corridor windows\*

(\* denotes that if you live in Sheltered accommodation, and pay a service charge for such services this does not apply)

### **Vehicles**

- You must not park any vehicle anywhere on the property or within the curtilage unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover.
- You must not park any vehicle, trailer, boat or caravan on your property, Council land or grass without written permission. Items will be removed and disposed of and the tenant will be charged for removal and disposal costs that are incurred.
- You must not park or drive a vehicle on any public open space anywhere on or near your property.
- You must not carryout major car repairs or receive payment for repairing any vehicle at, or within the curtilage of the property or on any land belonging to the Council or other privately owned land in the vicinity e.g. highways.
- You must not park any vehicle that is illegal, untaxed, or is not roadworthy at the property or on any land belonging to the Council or other privately owned land in the vicinity e.g. highways.

- You must not keep motorised vehicles (except mobility scooters) inside the dwelling or in the shared communal areas.
- You must not park vehicles in a way that causes an obstruction to other road users, including the emergency services vehicles.

### **Gardens & trees**

You must keep your garden tidy, lawns must be cut, and hedges trimmed.

Trees must be maintained to prevent loss of light, damage to property or growing to a height which is unmanageable.

The maintenance of gardens, trees and hedges are the responsibility of the tenant. Any works undertaken to trees should be carried out by a professional trade's person or tree surgeon. We will only undertake works to the garden, trees and hedges in exceptional circumstances for example where there is a health and safety risk or a risk of damage to the property. In such circumstances you will be recharged for the cost of the works including VAT and an administration charge.

You must keep your garden and surrounding areas free from rubbish, furniture or domestic or commercial appliances. We may remove these items and you will be given a minimum of 7 days' notice that we will be removing the items and we will charge you for doing this.

### **Tenant absences**

You must not leave the property for more than a single period of 21 days without informing us in advance and providing details of how we can gain access to the property during the period of absence. You must also tell us when you anticipate returning to the property and the reason for your absence. If you do not inform us, we may treat you as no longer occupying the property as your only and principal home and take action to repossess the property.

### **Animals/pets**

You must obtain our written permission before keeping any animal, bird or reptile at the property. The granting or refusal of permission is within our discretion and if granted, may be subject to conditions and may be withdrawn at any time if we consider that the animal, bird or reptile is causing a nuisance, damaging the property or is being mistreated by the Tenant. We will give reasonable notice to you giving our reasons for the withdrawal of permission.

Permission will not normally be given to keep a dog (other than a guide or hearing dog) if the property is a flat or maisonette without the sole use of, and direct access to, a garden.

You must not keep a dog or cat in a sheltered scheme property unless you have exclusive use of a garden and your own front door onto the street. Permission may still be granted if there is a need for a guide or hearing dog, and you don't have your own front door.

You must obtain our permission if you wish to breed animals at the property.

You must not allow any animal you keep at the property to cause a nuisance to anyone in the locality, including neighbours, our employees, contractors and agents

You must not allow your pets to foul in shared areas of the property or on roads or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically from your garden and any communal areas.

You must not allow your dog(s) to cause injury to any person, animal or pet.

If you are in breach of any the clauses relating to the keeping of animals or pets we may ask you to permanently remove the animals or pets from the property.

### **Hoarding**

You or anyone living in the property will not hoard items, animals or any other thing at the property. By hoarding this means the excessive collection and retention of any materials or items in the Premises which could create a hazard, or a potential hazard to the tenant, other people (including officers of the Council) or to neighbouring properties.

### **Flags**

We will reserve the right on occasions to ask for the removal of flags that may be flying or have been placed which are visible and which cause an offence, or about which we have received complaints.

### **Tenancy support**

If we consider, after consulting you, that either you or someone in your household may be in need of support, we will tell you in writing. If we do this, you must take reasonable steps to ensure that the support is accepted and that you co-operate and behave reasonably towards the people providing the support.

Note - support means assistance usually from us or an external support agency to help you to comply with your obligations under the tenancy. Examples: hoarding, drugs or alcohol addiction and debt problems.

### **Working from home**

You must not use your home to run a business, unless we give you our permission in writing. We will not refuse permission unless we feel that the business is likely to cause a nuisance or annoy other people, or damage the property. Some examples of businesses we would not allow include:

- repairing and maintaining cars: and
- selling cars: and
- using the property as a place to buy, sell or store scrap metals

## **Subletting**

You have the right to take in lodgers or sublet part of your home.

A lodger is someone who lives with you but was not part of your household when you first moved in. They do not have exclusive rights to any one part of your home.

Sub-letting means that someone who lives with you, and is not a member of your household and who pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. **YOU CANNOT SUBLET THE WHOLE PROPERTY.**

It is your responsibility to have checked the individual/s have a right to remain in the country, that the maximum number of people allowed for your property is not exceeded, and you have provided us in writing with, their names and the dates that they will be moving into your property.

## **Resident Engagement**

### **Our Responsibilities**

We must ask your views about any of our housing plans if they substantially affect you. For example we will consult you about modernisation or improvement work planned for your home or your area. We will involve you or your local tenant group in local housing issues.

We must ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.

We do not have to consult you about increases or decreases to the rent or the service charges but we will tell you, in writing, at least 28 days before any rent change and at least one week before any change to the service charges

## **Moving Home**

### **Moving to another social landlord home**

You may apply to move to another Council or to a Registered Social Housing Provider's (Housing Association) home by completing an application form online.

Please note if you have moved into your home in the last 12 months, you will be unable to participate in the scheme until 12 months from the start date of your tenancy.

All properties will be allocated in accordance with the Council's allocations policy.



## **Rent arrears**

The allocations policy does not allow tenants who have rent arrears to be offered another tenancy.

## **Mutual exchanges**

As a secure periodic tenant you may apply to exchange homes with another Council tenant or tenant of another social landlord.

You must get our written permission to exchange before you move. We will not refuse permission to exchange unless there is good reason, (Schedule 3 Housing Act 1985 or Schedule 14 Localism Act 2011) for example:

- We are taking legal action against you or the tenant(s) you wish to exchange with for arrears, nuisance or harassment or because we need to move you or the tenants of the other property elsewhere.
- One of the properties has adaptations suitable for an elderly or disabled person and these adaptations are not needed by any of the people wishing to exchange into that property.
- Overcrowding: one or both properties which are being exchanged is not large enough for the household wishing to occupy it.
- Under-occupation: one or both properties are larger than is required by the household wishing to occupy it.
- One of the properties is sheltered accommodation and one or more of the people wishing to move in, does not qualify according to the criteria as set out for the sheltered scheme, in which they are applying
- Either party to the proposed exchange has rent arrears.

Where an exchange does go ahead, we may achieve the exchange by each tenant assigning their current tenancy to the other (each tenant takes on the rights and responsibilities under the tenancy agreement of the person they are exchanging with) or by each tenant giving up their tenancy and being granted a new one for the property they move to. This sometimes is known as “surrender and re-grant”.

## **Succession, Assignment & changes to tenancy**

### **Succession**

#### **Secure periodic tenants (including those let on an introductory tenancy)**

##### **Which began before 1st July 2015**

If you die as a tenant you will be able to pass your tenancy on to your spouse or civil partner, or to a close relative such as children, parents, siblings and most close relatives. Any successor will have to prove they were living with the tenant at the property for at least 12 months as their only or principal home prior to the death of the tenant.

(A list of the relatives who will be entitled to succeed provided they have lived at the property as their only or principal home for 12 months prior to your death may be found at Section 113 of the Housing Act 1985)

If one joint tenant dies, then the tenancy will continue in the name of the surviving joint tenant. (This will count as a succession).

When the first of two or more joint tenants dies a succession will occur and there will be no further successions under this tenancy agreement.

If your tenancy is passing to someone (who is not your spouse or civil partner) and the property is not suitable for the person succeeding for example because it is too large, the Council will offer suitable alternative accommodation and may seek possession if the successor fails to move

### **Secure periodic tenancies (which began after 1st July 2015)**

If you die as a tenant you will be able to pass your secure periodic tenancy to a limited number of people provided they have lived at the property for at least 12 months as their only or principal home prior to the death of the tenant including:

- Spouse, partner or civil partner
- Family dependents (children and siblings) if there is no spouse, partner or civil partner to succeed to the tenancy
- Carers if there is no spouse, partner or civil partner or family dependents
- People who find themselves accepting responsibility for the deceased tenants' dependents and need to reside with these dependents in order to be able to fulfil this role

Unless the person succeeding is a spouse or civil partner, the suitability of the property for the successor will be carefully looked at. If the property is not suitable for the person who succeeds to the tenancy for example because it is too large, we will help them to find alternative housing if they qualify for help under the current allocations policy. This could include an offer of accommodation in the private sector

If the person succeeding falls within a category of people who would typically be granted a lifetime tenancy, for example a former member of the armed forces, or a person of 65 years or older, a secure periodic tenancy will be offered as an alternative.

### **Assignment**

You can assign your tenancy only under the following circumstances:

- You are ordered to by the court.
- You are passing the tenancy to someone who would be entitled to succeed to the tenancy if you died [in exceptional circumstances]
- You are carrying out a mutual exchange.

- You are removing a joint tenant [see further details in section below]

You must seek our permission if you wish to assign your tenancy. For an assignment to take effect you must complete the relevant paperwork called a Deed of Assignment. If you hand it over to someone else without permission we can apply to a court to make you, and anyone living with you, leave the property.

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

You may be refused permission because:

- The prospective new tenant is not financially secure
- You have rent arrears
- We have started possession proceedings against you
- The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there

### **Joint tenancies**

If you have a joint tenancy, a termination notice in writing is effective if signed by only one of the tenants. Tenants who wish to give notice because of a relationship breakdown should take legal advice before doing so.

If one tenant ends the tenancy by giving us notice we will not necessarily offer a sole tenancy to the remaining occupant. We will only do so if the property is suitable for the remaining occupants in accordance with the Allocations Policy and there have been no housing management problems such as serious or persistent rent arrears or ant-social behaviour.

We will not offer a sole tenancy where the remaining occupant has been responsible for domestic violence against the other joint tenant or against another member of the household. This includes cases involving non-molestation or personal protection orders and occupation orders.

If you wish to remove a joint tenant, you must seek our permission to assign the tenancy and both joint tenants must agree to the change. You will both be asked to sign the relevant paperwork. Please note an assignment cannot take place in these circumstances if we have started eviction proceedings against you/or if your rent account is in arrears.

### **Sole tenant requesting a joint tenancy**

If you have a sole tenancy you have the right to request to add a spouse, a partner or civil partner as a joint tenant provided you meet the criteria outlined below:

- The prospective new tenant must have lived with you at the property for at least 12 months as their principal home [and we would need to see proof of this]
- The prospective new tenant must not hold a tenancy or own a property elsewhere
- You must have a clear rent account

- No other serious housing management problems such as persistent rent arrears or ASB

To make a request for a joint tenancy please contact us and ask for a Joint Tenancy request form.

### **Relationship breakdown**

You cannot pass your tenancy to another member of your household who is not a joint tenant of the property because of a divorce or relationship breakdown. A Court may order the Council to assign your tenancy in divorce or similar proceedings, subject to any objection we may have. The court order may be to pass the tenancy from joint tenants to one of them or to somebody who is not already a tenant.

If you are in this situation, you or your solicitors should check with us as soon as possible as we might have an objection. We will only object if the property is unsuitable for the prospective new tenant's household (in accordance with our Allocation Policy) or there are tenancy management problem

### **Ending the tenancy**

#### **Your right to end your tenancy**

You must complete and sign a termination of tenancy form giving at least four weeks' notice that you wish to bring your tenancy to an end. This notice period must end on a Sunday and the keys must be returned to the Council offices on or before this date, but by no later than 5pm the following day. In some cases we may agree to allow you to terminate your tenancy by giving us less than 4 weeks' notice. If we do, we will confirm this in writing.

During the notice period you must allow the Council access to carry out an inspection of the property. You must allow access by appointment to prospective tenants and to our staff to view your home.

You must leave the premises and our fixtures and fittings in the condition they were in at the start of the tenancy (except for deterioration in line with normal wear and tear or because we have failed to carry out our repairing responsibilities).

- Failure to report repairs or suitably upkeep your property will affect your right to move.
- Failure to undertake any repair identified at Pre Termination Inspection that is deemed to be the responsibility of the tenant will result in an automatic recharge to the tenant for any cost.
- All Tenants alterations require adoption by the council or the property will need to be returned back to original condition before you moved in.

### **Vacating the property**

At the end of the tenancy, you must clear your home, any outbuildings and the garden of all rubbish and unwanted items. If you do not, any items left shall be disposed of as soon as your notice period has expired. We will do this work and charge you for it. This will include the cost of the works in addition to an administration charge and VAT.

If we find that repairs to the property are necessary and they are your responsibility, we will charge you for these as well.

You must not leave anyone else in your home when you move out.

### **Tenants who have died**

If you are the next of kin or executor of a sole tenant and occupant who has died, you must give at least two full weeks' notice ending on a Sunday. Keys must be returned to the council offices by no later than 5pm the following day [Monday]. You should be aware that any housing benefit that the tenant was entitled to ends on the date of death. Any arrears of rent which may be left at the end of the tenancy are charged to the deceased tenant's estate.

### **Right to buy**

Certain secure or fixed term tenants have a right to buy their homes under current government legislation. An information pack is available on request.

Introductory tenants do not have the right to buy their homes. However if they become secure tenants, the length of time spent as an introductory tenant will count towards the time spent as a Babergh or Mid Suffolk tenant, for the purpose of calculating the entitlement to discount.

## Definitions/Glossary

Acceptance of the agreement	Agreeing to act as required by the terms and conditions of the tenancy agreement.
Anti-Social Behaviour	Acting in a manner that caused or was likely to cause harassment, alarm or distress to one or more persons not of the same household as themselves (Crime & Disorder Act 1998)
Assignment	Transfer of a tenancy to someone else which can only be done under certain conditions.
Communal area	Any part of the building and communal land that all tenants share or can use.
Curtilage	An area of land attached to a house and forming one enclosure with it
Demotion	This is where a tenant may lose his or her secure status and some rights as a result of anti-social behaviour or unlawful use of the premises. This can only happen through the landlord serving a notice on the tenant and then gaining a demotion order through the courts.
Mutual Exchange	To swap tenancies with another person, who can be a tenant of the same or different landlord, under certain circumstances.
Eviction	This is when you are required to leave your home. We cannot evict you without a court order or the serving of a Notice to Quit if you have abandoned your property.
Fixtures & Fittings	All appliances and furnishings within a property, including those for supplying or using gas and water but excluding movable furniture.
Grounds for Possession	Reasons why a landlord may apply to a court to take possession of a property from a tenant. Contained in Schedule 2 of the 1985 Housing Act
Harassment	Actions which are harmful to other people and which may breach the terms of the tenancy agreement, such as violence or threats of violence.
Home/property	The property that you live in under the terms of the tenancy, including any garden that is attached to the property but not shared areas
Housing related support	Services provided to tenants to help them to maintain their tenancy.
Improvement	Any alteration or addition to your home apart from internal decoration.
Introductory tenancy	A tenancy alternatively known as a starter or probationary tenancy that is designed to give the Council the opportunity to see if you are a good tenant.
Lodger	A person whom you allow to live in part of your home whether they pay you for this or not.
Neighbours	Everyone living in the local area, including people who own their own homes, council and housing association tenants.
Notice seeking possession	A legal document which can be served on any tenant setting out the grounds for possession, at the start of legal proceedings to end the tenancy.
Notice to quit	A legal document which can be served on a tenant to end the tenancy.
Registered social housing provider	A landlord such as a housing association or council which provides housing for rent to people under the government's rules.
Relative	Your parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives, adopted children and in-laws.
Rent	The amount you must pay under the tenancy agreement to occupy the property.

Right to repair	The tenant's right to have certain repairs carried out within set timescales.
Security of tenure	The tenant's right to live in the property.
Secure tenant	As a secure tenant you have the right to stay in your home unless a court grants an 'order for possession' of the property.
Service charge	The amount charged to tenants in addition to the basic rent to cover the costs of services provided, such as grounds maintenance or cleaning communal areas.
Shared areas	The parts of a building which all tenants can use – for example, halls, stairways, entrances, landings, shared gardens and landscaped areas.
Spouse	Your husband or wife or someone living with you as husband or wife, regardless of gender.
Sublet	To allow someone to live with you who was not part of your household when you first moved in. They must pay you rent and have the right to live in part of your home. They will usually do their own cooking and cleaning.
Succession	If you die, another member of your household can sometimes take over your tenancy. Only certain people have the right to do this
Successor	Someone who has taken on the tenancy of someone else under the rules for succession.
Support charge	The amount charged to tenants to cover the costs of providing housing related support, such as the services provided by staff who may regularly visit the property.
Vehicle	A car, bus, lorry motorbike, bike, boat, caravan and so on.
We, us, our	Babergh or Mid Suffolk District Council (the landlord).
Written permission	A letter from us giving you permission to do certain things.
You	The tenant. In the case of joint tenants, 'you' means any one or all of the joint tenants.

**You only need to know what the following mean if you have solar PV panels fitted to your roof.**

<b>Central FIT Register</b>	The register kept and maintained by OFGEM (see below)
<b>Feed in Tariff (FIT)</b>	The money paid by energy companies, the Government or any other buyer for the electricity generated from the Solar Panel System, exported to the grid or sold to any other buyer. This also includes any other benefits that arise from the generation of electricity by the Solar Panel System including, CO2 savings
<b>FIT Period</b>	This is the period of 25 years from the date that the Solar Panel System is installed at your home. It will be recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register of OFGEM
<b>MCS</b>	Micro-generator Certification Scheme or equivalent schemes accredited under EN45011.
<b>OFGEM</b>	Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff.