

Secure Tenancy Agreement



Standard Terms and Conditions



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An Easy Read Guide to your Tenancy Agreement



**Your Council Tenancy Agreement
explained simply.**

The Tenancy Agreement is a legal contract, so it is important you read and understand the full document before you sign it.

We will explain what we expect from you as the Tenant and what you can expect from us as your Landlord.

The agreement will give you details on:

- Your address
- The date your Agreement will start
- The rent amount - What you need pay to live in your home
- If there might be charges for services



You will need to:

- Look after your home
- Pay your rent in advance
- Keep to the rules in the Agreement
- Ask us if you would like to keep pets
- Tell us about any repairs
- Let us access your home to carry out these repairs
- Ask us if you would like to make changes or improvements to your home



You are responsible for the behaviour of everyone who lives in your home as well as any visitors to your home.

You must NOT:

- Cause nuisance or behave anti-socially. Examples include loud music, shouting, swearing and fighting.
- Harass, discriminate or threaten anybody.
- Damage, or threaten to cause damage to, property or possessions.
- Park your vehicle anywhere that is not designated for parking.



Health, safety and hygiene

To help keep yourself and others safe, we ask that you do the following:

- Keep your shared areas secure and free of obstructions.
- Do not keep any dangerous substances within the building.
- Do not let strangers into your home or building without identification.
- Put all rubbish and recycling into the designated bins provided by the Council and put your bins out for collection on the correct day.



What Cannock Chase Council will do:

✓ Keep your home in good repair and fix things that are broken.

This includes the heating, plumbing and electrics as well as structural and internal repairs we're responsible for.

✓ Make repairs to the building when work is needed.

✓ Will not interfere with your right to peacefully occupy your home.

✓ Insure the structure of your home but **NOT** the contents.

You may wish to take out your own contents insurance.



If you want to leave your home, you must:

- Give us 28 days notice in writing.
- Pay any outstanding rent and service charge.
- Move out when the Tenancy ends and not leave anybody else or any pets in the property.
- Leave the property in a good, clean condition.
- Remove all personal possessions, including rubbish.
- Return all keys to us before 12 noon on the Monday the Tenancy ends.
- Upon leaving you must allow an inspection to take place by a Housing Surveyor.



Contact us

We value your feedback and want to hear from you whether you have a comment, compliment or complaint about our services.

By letter or personal visit:

Cannock Chase Council, Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG

tel: 01543 462621 | www.cannockchasedc.gov.uk/customerfeedback

Secure Tenancy Agreement

Introduction

Welcome to Cannock Chase Council.

We want you to enjoy living in your home. We want to make it clear from the start of this tenancy what you can expect of us and what we will expect of you. This tenancy sets out your rights and responsibilities, and our responsibilities to you as your landlord.

What type of tenancy agreement do you have?

This tenancy agreement is a Secure tenancy agreement under the Housing Act 1985.

Our expectations

We expect you to look after your home and to treat your neighbours with dignity and respect. You must pay your rent and any other charges due under the tenancy agreement on time and keep to the terms of this tenancy agreement. We believe that these are reasonable expectations.

What happens to my tenancy if I breach the terms and conditions?

If you do not keep to the terms and conditions, we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. This is a very important document. Please read it carefully. It is the legal contract between us and you and lists your rights and responsibilities and our rights and responsibilities.

If you have any questions or if you need any help or support to understand the terms of your tenancy agreement, tell us and we will go through the terms with you. You will find our contact details on our website at: www.cannockchasedc.gov.uk. Alternatively, you could get help and support from Citizens Advice or from an independent solicitor.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

We have also produced a welcome pack that provides you with useful information about your home as well as information about the services available to you. You can obtain a copy of the welcome pack from our website at: www.cannockchasedc.gov.uk. Please note, the Welcome Pack does not form part of your tenancy agreement.



Secure Tenancy Agreement



Form of Secure Tenancy Agreement

DETAILS OF YOUR TENANCY AGREEMENT

THIS TENANCY AGREEMENT formed of these tenancy agreement details (the “Details”) together with the attached terms and conditions (the “Terms and Conditions”) (the “Tenancy”) IS MADE BETWEEN:

Name and address of Landlord:

Cannock Chase District Council (“we/us”) of Civic Centre, Beecroft Road, Cannock, WS11 1BG

We are registered with the social housing regulator, which is currently the Regulator of Social Housing, an executive non-departmental public body which regulates registered providers of social housing, but includes any body which takes over substantially the same regulatory and supervisory functions of the Regulator of Social Housing (the “Regulator”) under registration number 41UB.

AND YOU

Full name of Tenant(s): _____ (Tenant 1)

Full name of Tenant(s): _____ (Tenant 2)

(if there is more than one tenant, the word “you” applies to all of you equally and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this Tenancy).

National Insurance Number(s) _____

or other form of ID such as birth certificate, passport or driving licence

Interpretation:

You and we agree that:

- if a word is set out in bold in this **Tenancy** when it is first used then its meaning is set out in Schedule 1 of this Tenancy; and
- the clause, paragraph, schedule and appendix headings do not form part of this Tenancy and shall not be taken into account in its construction or interpretation;
- words in *italics* are for explanation only and do not form part of the terms and conditions of this Tenancy for legal purposes.

The Address of your Home:

We grant you a tenancy of your Home on the terms and conditions set out in this Tenancy (including the **Details** and the **Terms and Conditions**) with the **Contents** (if any) listed in Schedule 3 of this Tenancy. Pictures of your Home (if any) are attached to this Tenancy Agreement at Appendix 1.

Description of your Home:

Your Home is:

and is shown for identification purposes only edged red on the plan attached (if any) to this Tenancy at Appendix 2.

Permitted number of occupiers

The permitted number of persons who can live in your **Home** can be provided on request

Date of Start of Tenancy:

The **Start Date** of this Tenancy is **Monday** _____

Type of Tenancy:

On the Start Date this Tenancy is a weekly **Secure Tenancy** within the meaning of the Housing Act 1985.

Payments for your Home:

Your Rent is made up of Net Rent and Service Charge, added together which at the Start Date are:

Net Rent £ _____ **Service Charge £** _____ **Total weekly Rent £** _____

Your Rent Payment Reference:

4	0	0									
---	---	---	--	--	--	--	--	--	--	--	--

First change to the Rent if the Start Date is in February or March:

Notice of Variation of Rent

If the **Start Date** is in February or March, your Rent will change on the first Monday in April following the **Start Date** and from that date the new weekly Rent for your Home will be:

Net Rent £ _____

Service Charge £ _____

Total weekly Rent £ _____

Your weekly Rent has been determined in accordance with clause 1.3.1(a) of the Terms and Conditions.

If the **Start Date** is in February or March and this clause applies to you, clauses 1.3.1(a)(i) and 1.3.1(a)(ii) of the Terms and Conditions will not apply to this first change to your Rent but will apply to all subsequent changes to your Rent.

Former Occupancy Debts:

If this paragraph is completed, it means that this is an exceptional case, and we have allowed you to:

- remain in occupation of your Home under a new Tenancy; or
 - move into your Home
 - even though you have **Former Occupancy Debts** arising:
 - under a previous occupancy of your Home; or
 - from another property owned by us;
- which you must now pay.

You agree that as at _____* being the date the occupancy of

_____ * ended there were Former Occupancy Debts of £ _____* outstanding.

You agree that you will pay the Former Occupancy Debts:

- immediately
- at the rate of £ _____ per week until they are paid in full, the first payment to be made on or before _____

You agree that the Former Occupancy Debts are part of the Rent due on your Home. You agree any payments you make to us may be used by us towards any Former Occupancy Debts before using it to pay the Net Rent and Service Charge arising under this Tenancy.

Services:

We will provide you with the **Services** listed in Schedule 2 of this Tenancy which you will pay for as part of the Rent.

Gifted Items:

If we provide any **gifted items** at the Start Date these are listed in Schedule 4 of this Tenancy. We are not responsible for any **Works** needed to the gifted items.

Lawful Occupiers:

You have confirmed that the following people (in addition to **you**) are the **lawful occupiers** and living in your **Home**:

First name(s) _____

Surname _____

Date of Birth _____ Relationship to you _____

Immigration Status _____

First name(s) _____

Surname _____

Date of Birth _____ Relationship to you _____

Immigration Status _____

First name(s) _____

Surname _____

Date of Birth _____ Relationship to you _____

Immigration Status _____

First name(s) _____

Surname _____

Date of Birth _____ Relationship to you _____

Immigration Status _____

You agree:

- to notify us immediately if during the Tenancy the immigration status of any of the lawful occupiers changes from that recorded in the above schedule
- to notify us immediately if during the Tenancy any of the lawful occupiers move out of your Home or if there are new additional members of your household that are not recorded in the above schedule
- not to permit anyone other than the lawful occupiers to occupy your Home without our prior written consent.

Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out 'Right to Rent' or similar checks against ALL adults living in your Home.

Declaration

By signing below, I/we agree and confirm that:

- I/we have been given an opportunity to read the Terms and Conditions provided as part of this Tenancy and I/we have done so and understand and accept them;
- I/we have received _____ keys to the Home and that I/we will not sell nor attempt to sell any of the keys to the Home;
- I/we do not own or part-own any legal interest (including a tenancy) in another home or property;
- the information I/we have given in the housing application form to Cannock Chase District Council and any other information given by me/us in relation to this Tenancy, is true and remains true;
- I/we or anyone acting on my/our behalf has not made any false statement to get this Tenancy;
- I/we understand that if I/we breach any of the terms of this Tenancy then Cannock Chase District Council may take possession action me/us and that I/we may lose possession of the Home;
- If my Home is adapted, I/we agree to comply with Cannock Chase District Council's Adaptations Policy which has been explained to me/us.

Signature(s) on behalf of the Tenant(s):

(In the case of a joint tenancy each of you must sign)

Signed by the Tenants:

_____ Dated: _____

_____ Dated: _____

Signature on behalf of Cannock Chase District Council:

_____ Dated: _____

Print Name: _____

Title: _____

Contact us

We value your feedback and want to hear from you whether you have a comment, compliment or complaint about our services.

By letter or personal visit:

Cannock Chase Council, Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG

tel: **01543 462621** | www.cannockchasedc.gov.uk/customerfeedback

1

General Terms



YOU AND WE AGREE:

Energy Efficiency Payments

- 1.1. That:
 - 1.1.1. you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
 - 1.1.2. subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
 - 1.1.3. if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
 - 1.1.4. you may use any electricity and/or heat generated by any Energy Efficiency System.

Reserved Rights

- 1.2. We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:
 - 1.2.1. the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
 - 1.2.2. the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold
 - 1.2.3. the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause

- 1.2.4. the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the **Grid**, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- 1.2.5. the right to support and protection for the Energy Efficiency System from the Property and the Building.

Rent Review

- 1.3. Except where we give you a notice of variation to your Rent in the Details (in which case the first change to your Rent will be as set out in the Details above) or you agree with us to change your Rent, the Rent will be changed in the following way:
 - 1.3.1. Rent Review
 - (a) by us at the **Rent Review** or **Service Review**, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*
 - (i) give you at least 28 days' written notice of a Rent Review or Service Review; and
 - (ii) send you a notice of variation setting out the **Reviewed Rent** and stating the date on which the Reviewed Rent will take effect. The Reviewed Rent shall not take effect until at least 28 days after the notice of variation is sent.
 - 1.3.2. Replacement fund

We may include in the amount of Rent a sum of money to be kept towards replacement of any item used in connection with the provision of a Service.

NOTE: Some financial years Rent will be charged over 53 weeks and not over 52 weeks. We will notify you of the change and the reasons.

Altering the Terms of the Tenancy

- 1.4. Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:
- 1.4.1. the written agreement of you and us; or
 - 1.4.2. by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*
 - (a) write to you to set out the changes to the Tenancy we wish to make;
 - (b) give you a reasonable period of time to make written representations to us about the changes;
 - (c) consider any written representations made by you; and
 - (d) send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least 28 days after the notice of variation is sent.

Refusing any Reviewed Rent and/or New Terms

- 1.5. If you do not want to continue the Tenancy with the Reviewed Rent or **Varied Terms of Tenancy**, you can end the Tenancy by serving a valid notice to quit on us before the Reviewed Rent and/or Varied Terms of Tenancy take effect.
- 1.6. The Reviewed Rent and/or Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 1.5 of these Terms and Conditions above.

Service of Notices and Correspondence

To Serve a Notice and Correspondence on you

- 1.7. Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home. We may also serve a further copy of any notice served on you electronically where you have given us an email address or other digital address with which we can communicate with you electronically.
- 1.8. That any correspondence that we are not required by law to serve on you in hard copy will be validly served on you if it is sent to you electronically, to an email address that you write to us from or provide to us whether or not you choose to access or reply to such correspondence.

To Serve a Notice on us

- 1.9. You can serve any notice on us if you send or deliver it to us at our address on page 7 of this document. We may also accept service of notices in some circumstances electronically by email to **emt@cannockchasedc.gov.uk**. In such cases notices will only be validly served on us once we have acknowledged and confirmed acceptance of such notices in writing.

Other Parties

- 1.10. Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy and you and/or we may vary or end this Tenancy without being required to obtain the consent of any other person.

Changes in Legislation

- 1.11. All references in this Tenancy to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including:
- 1.11.1 references to those sections and schedules as amended, varied, replaced or re-enacted from time to time; and
 - 1.11.2 all subordinate legislation made from time to time under that Act of Parliament.

Our consent

- 1.12. Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 1.13. Any such consent given by us under this Tenancy may:
- 1.13.1. have reasonable conditions attached to it which you must comply with;
 - 1.13.2. be limited to a specific time period; and
 - 1.13.3. be withdrawn by us on reasonable grounds by giving you written notice.

Other information

- 1.14. We are subject to any guidance on housing management practice issued by the **Regulator** with the approval of the Secretary of State.

Calls/Visits to us

- 1.15. We may record telephone calls to us by you or conversations from visits to one of our offices for training or information purposes, to ensure that there are no breaches to clause 3.17 of these Terms and Conditions and to prevent or detect crime.

Our (Your Landlord's) Obligations



YOU AND WE AGREE:

Possession

- 2.1. To give you possession of your Home at the Start Date.

Your Right to Occupy

- 2.2. Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home. (NB. You must still give access to your Home to us when required, such as when we need to undertake repairs or inspections at your Home.)

NOTE: See clause 3.58 of these Terms and Conditions for examples of when you must give us access to your Home.

Repairs and maintenance

- 2.3. In accordance with section 11 of the Landlord and Tenant Act 1985, to:

Repair of installations: repairing drains, pipes and similar things

- 2.3.1. keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:
- (a) water
 - (b) gas
 - (c) electricity
 - (d) sanitation (including basins, sinks, baths and sanitary conveniences) but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and
- 2.3.2. keep in repair and proper working order the installations in your Home for space heating and heating water;

Repair of structure and exterior of your Home

- 2.3.3. keep in repair the **structure** and exterior of your Home including:
- (a) drains, gutters and external pipes
 - (b) the roof, outside walls and external doors and frames
 - (c) chimneys, chimney stacks and flues
 - (d) windows, window catches, windowsills and frames
 - (e) internal walls, floors and ceilings

Repair of common parts: repairing items in Communal Areas

- 2.3.4. where your Home is a **flat** or a **maisonette**, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, keep in repair and proper working order the installations for the supply of:

- (a) water
 - (b) gas
 - (c) electricity
 - (d) sanitation
 - (e) space heating
 - (f) water heating
- that directly or indirectly serve your Home in any part of the building and keep in repair the structure and exterior of the Building.

- 2.3.5. To keep in repair and proper working order:

- (a) any Energy Efficiency System;
- (b) the Contents; and
- (c) where your Home is a flat or a maisonette, and the Building is owned or controlled by us, all Communal Areas including:
 - (i) entrances
 - (ii) hallways
 - (iii) stairways
 - (iv) lifts
 - (v) passageways
 - (vi) electric lighting.

- 2.4. We are not responsible for any Works needed to your Home, the Property, the Contents and/or any Energy efficiency System which are your responsibility, or if they are needed because of damage or neglect caused to them by the lawful occupiers, your **visitors** or **Pets**.

Data Protection

- 2.5. As the 'controllers' of the 'personal data' we hold about you (and other lawful occupiers) we are committed to data protection and upholding your and their rights over your and their data by complying with all relevant data protection legislation. We will process the personal data in your Tenancy in order to manage our landlord and tenant relationship with you including sharing data with our agents and other **contractors** as necessary. We may process other data for other purposes and that processing is explained in our Privacy Notice which can be found on our website.

Insurance

- 2.6. To insure the structure of your Home and any Energy Efficiency System (but not the Contents fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

NOTE: We strongly advise that you take out and keep current contents insurance that covers the contents of the Property, including outbuildings and third-party damage to the contents of adjoining properties and personal injuries. Please ask if you need support arranging Tenant Content Insurance as we may be able to help you to organise this through a third-party insurance broker.

3

Tenants' Obligations



NOTE: It is very important that you understand your obligations as if you breach any of them, we may take legal action against you which could result in us evicting you from your Home.

YOU AND WE AGREE:

Living in your Home

- 3.1. To move into the Property at the Start Date and occupy the Property as your only or principal home throughout your Tenancy.
- 3.2. If you leave your Home for one month or longer you must:
 - 3.2.1. make sure your Home will be secured;
 - 3.2.2. ensure your Rent is paid
 - 3.2.3. notify us in writing of:
 - (a) the dates of your absence; and
 - (b) the name and contact details of a nominated key holder in case of emergencies.

NOTE: If you do not inform us in writing that you will be away from the Property or if the Property is left unlocked and we have good reason to believe that you have no intention to return, we may act as if you have given up your Tenancy.

- 3.3. That if we conduct an audit of the Tenancy, to provide proof to us or our representatives of the identity of the lawful occupiers and evidence that the lawful occupiers are living in the Property.

Rent

- 3.4. To pay the Rent weekly in advance on a Monday. Where there is more than one of you, you are all jointly and severally responsible for paying the Rent.

NOTE: If we let you pay at a different frequency (e.g. fortnightly or monthly in advance) you must pay your Rent on the agreed dates.

Assignment

- 3.5. Not to assign the whole or any part of your Home or the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985; which are where:
 - 3.5.1. you are required to do so by a court order; or
 - 3.5.2. the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or
 - 3.5.3. you have first obtained our written consent to transfer this Tenancy (by assignment) (which we will not unreasonably withhold) to another tenant by way of a **mutual exchange**.

Lodgers and subletting

- 3.6. That you may take in a **lodger** as permitted by section 93 of the Housing Act 1985 but you must not part with possession or **sublet** (including granting any holiday lettings) the whole, or any part of your Home or the Property, except in the circumstances permitted by section 93 of the Housing Act 1985, which is where you have first obtained our written consent (which we will not unreasonably withhold) to part with possession or sublet part of your Home or the Property.

Benefit

- 3.7. To be responsible to find out if you are eligible for any **Benefit** to pay some or all of your Rent and to make the application and any renewal application required.
- 3.8. If you are entitled to receive Benefit, you will (if legally permitted to do so):
 - 3.8.1. request in writing that the relevant agency pay the Benefit direct to us
 - 3.8.2. agree to give us permission to approach the relevant agency to discuss your claim.
- 3.9. If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable, we may reclaim this from you as part of the Rent due.

Insolvency

- 3.10. To notify us before you enter into any formal insolvency arrangements, for example: a bankruptcy order; a debt relief order or an individual voluntary arrangement (IVA) or similar schemes.

Outgoings

- 3.11. To pay all outgoing for the Property for which you are responsible (such as electric, gas and water charges).

People in your Home

- 3.12. Not to allow your Home to become overcrowded by permitting more than the number of people:
- 3.12.1. allowed in law; and/or
 - 3.12.2. set out in the Details to live in your Home.

NOTE: Please ask us if you want to know the maximum number of people allowed in law to live in your Home. This is not the same as overcrowding in terms of inadequate bedroom space.

Signs

- 3.13. That neither the lawful occupiers nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the **Estate** without first getting our consent.

Running a business from the Property

- 3.14. That neither the lawful occupiers nor your visitors shall run a business or any other commercial activity at the Property or in the Building or on the Estate, without first obtaining our consent and any planning permission or any other permissions that may be needed.

Anti-social behaviour and nuisance

- 3.15. That the lawful occupiers or your visitors will not do, or threaten to do anything which causes or is likely to cause a nuisance and/or annoyance to:
- 3.15.1. other tenants of properties on the Estate; and/or
 - 3.15.2. any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or
 - 3.15.3. any of our staff or contractors.

- 3.16. To be responsible for the behaviour of:

- 3.16.1. any person, including children living in and/or visiting the Property; and/or
- 3.16.2. any Pet belonging to the lawful occupiers or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to or is capable of causing a nuisance and/or annoyance include (but are not limited to):

- 3.16.3. causing alarm or distress to other persons residing, visiting, working or otherwise engaging in unlawful activity in the neighbourhood or to our tenants;
- 3.16.4. causing unreasonable noise such as playing loud music, loud singing amplified musical instruments, shouting or screaming, door slamming;
- 3.16.5. installing laminate flooring in flats, without permission and suitable noise insulation, that then causes noise nuisance to **neighbours**;
- 3.16.6. banging on floors or walls;
- 3.16.7. using DIY tools/electrical equipment for unreasonable lengths of time and/or late at night and/or in the early hours of the morning;
- 3.16.8. arguing, fighting, swearing, using offensive language, drunken behaviour;
- 3.16.9. deliberate damage to property or another person's home or possessions;
- 3.16.10. graffiti and writing threatening, offensive and or abusive material;
- 3.16.11. allowing your Pets to foul Communal Areas and failing to clear up after them;
- 3.16.12. selling drugs or storing drugs cultivating and manufacturing drugs or committing other criminal behaviour;

- 3.16.13. dumping or hoarding rubbish either in the Communal Areas (including bin areas) or in your own **garden** or the Property. This includes items of household furniture or appliances or car parts;
- 3.16.14. keeping your garden in an untidy state so that it is unkempt or attracts vermin;
- 3.16.15. driving dangerously cars or motorcycles in the locality;
- 3.16.16. carrying out extensive repairs to any **vehicle** in gardens, garage areas, parking bays or estate roads or verges so as to cause a nuisance to others;
- 3.16.17. driving mini motorcycles, quad bikes or similar vehicles in public spaces, the Communal Areas or in shared areas on the Estate or in the locality;
- 3.16.18. offensive gestures;
- 3.16.19. damaging property, including cars and bikes;
- 3.16.20. arson or attempted arson;
- 3.16.21. dumping rubbish and furniture;
- 3.16.22. storing vehicles or bikes, which are powered by petrol, diesel, paraffin or electrics in shared areas on the Estate or in the locality
- 3.16.23 throwing things off balconies or out of windows;
- 3.16.24. undermining shared security, for example, allowing strangers to get into the Building;
- 3.16.25. blocking shared areas on the Estate or in the locality;
- 3.16.26. playing ball games in areas where this is not allowed;
- 3.16.27. parking a vehicle in a way that blocks access for pedestrians or vehicles, or causes damage to grassed and other areas;

- 3.16.28. excessive dog barking, or dogs fouling shared or public areas on the Estate or in the locality;
- 3.16.29. not keeping Pets under control;
- 3.16.30. making unjustified complaints;
- 3.16.31. working on motor vehicles, other than just servicing your own car or motorcycle;
- 3.16.32. riding a motorcycle, or allowing one to be ridden, off-road on public or shared areas on the Estate or in the locality.

Harassment

- 3.17. That the lawful occupiers or your visitors will not:
 - 3.17.1. harass or threaten to harass any person for any reason, (including but not limited to) harassing someone on any of the **Harassment Grounds**; and/or
 - 3.17.2. do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
 - (a) any other tenant or a member of his/her household or their visitors;
 - (b) an adjoining occupier;
 - (c) our staff or contractors;
 - (d) any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which is likely to be harassment or behaviour which interferes with the peace and comfort or causes offence includes (but is not limited to):

- 3.17.3. physical or verbal abuse;
- 3.17.4. threatening or intimidating behaviour;
- 3.17.5. stalking;
- 3.17.6. writing threatening or abusive material including graffiti;

- 3.17.7. making false or malicious complaint about the behaviour of any other person;
- 3.17.8. physical violence or assault;
- 3.17.9. persistent or offensive phone calls, texts and/or emails, notes or letters;
- 3.17.10. sending indecent or abusive or offensive material;
- 3.17.11. cyber bullying and trolling;
- 3.17.12. posting and sending offensive material on social networking sites;
- 3.17.13. putting offensive materials through letter boxes.

NOTE: In order to help resolve neighbourhood disputes, we strongly advise that you attend mediation with your neighbours if we ask you to do so.

Illegal, immoral and unlawful behaviour

- 3.18. That neither the lawful occupiers nor your visitors shall use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- 3.18.1. cultivating, selling, supplying, possessing, or storing illegal drugs (whether or not for your own use);
- 3.18.2. selling, storing, possessing and/or handling stolen and/or counterfeit goods;
- 3.18.3. storing or distributing racist material or illegal pornography;
- 3.18.4. prostitution;
- 3.18.5. storing and/or possession of illegal or unlicensed firearms or weapons.

Domestic violence and abuse

- 3.19. That the lawful occupiers or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:
 - 3.19.1. any other lawful occupier; and/or
 - 3.19.2. any current or former partners; and/or
 - 3.19.3. their friends and/or family, in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.

Terrorism

- 3.20. That neither the lawful occupiers nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Property, the Building and/or the Estate.

Tenancy Fraud

- 3.21. That the lawful occupiers must not commit fraud or attempt to commit fraud relating to your occupation of the Property. Examples of fraud include (but are not limited to) unlawful subletting (whether for profit or not) and knowingly or recklessly making a false statement or withholding information in order to obtain or retain this Tenancy.

Pets and Wild Animals

- 3.22. Not to keep any Pets in your Home, the Property and/or the Estate without first getting our consent.
- 3.23. If we give you consent to keep a Pet in your Home and/or the Property, you agree:
 - 3.23.1. that the Pet will be looked after properly and kept under control at all times
 - 3.23.2. that dogs must be kept on a lead at all times in the Building, Communal Areas and/or on the Estate
 - 3.23.3. that the Pet will not cause nuisance, annoyance, harm or damage to any other person or property
 - 3.23.4. not to mistreat or neglect the Pet or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet's welfare
 - 3.23.5. not to leave the Pet unattended for long periods of time

- 3.23.6. that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean the area
- 3.23.7. to provide and maintain a suitable living environment for the Pet that does not pose a risk to your Home, the lawful occupiers, your visitors, other animals or your neighbours (this will include providing and maintaining suitable fencing, caging or other form of enclosure to prevent any Pet at your Home from straying into neighbouring or communal land on the Estate)
- 3.23.8. to ensure that you comply with any legislation applying to the Pet, such as, but not limited to, micro chipping of dogs
- 3.23.9. not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed
- 3.23.10. that the Pets will not prevent us, our employees, agents or contractors gaining access to your Home
- 3.23.11. to comply with any reasonable conditions attached to our consent.

- 3.24. That if you breach your obligation under clause 3.23 of these Terms and Conditions above, we shall be entitled to withdraw our consent and require you to remove the Pet from your Home or the Property on giving you 7 days' written notice.
- 3.25. If we withdraw our consent for you to keep a Pet at your Home or the Property and you fail to remove the Pet on our written request, your breach shall be regarded as a breach of this Tenancy.
- 3.26. That the lawful occupiers, or your visitors will not do or permit anything to be done which encourages wild animals or birds or vermin (i.e. rats, pigeons, seagulls, foxes etc) onto the Property, the Building, or the Estate (including but not limited to feeding such wild animals or birds or vermin) that causes or is likely to cause a danger, nuisance or annoyance to other people, or damage to property.

Health, Safety and Hygiene

Interference

- 3.27. That the lawful occupiers and your visitors will not tamper with and/or damage:
 - 3.27.1. security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed-circuit systems); and/or
 - 3.27.2. anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
 - 3.27.3. equipment used for ventilation; and/or
 - 3.27.4. any Energy Efficiency System in the Property, the Building, or the Estate.

Explosive or combustible materials

- 3.28. That the lawful occupiers or your visitors will not bring into or keep or use anything (including substances) in the Property or the Building and/or on the Estate which may or is likely to cause an explosion. This includes (but is not limited to):
 - 3.28.1. keeping or storing gas or liquid petroleum cylinders or other compressed cylinders (whether full or empty) inside your Home or the Building
 - 3.28.2. using paraffin or calor gas heaters or fires, table top or camping fires or gel fuel burners (including bio ethanol burners) or incinerators inside your Home or any garage, outbuilding forming part of the Property
 - 3.28.3. keeping or storing paraffin, liquid petroleum gas or petrol inside your Home or the Building
 - 3.28.4. keeping or storing of highly combustible materials (including but not limited to large lithium batteries for use in mobility scooters, e-bikes and e-scooters) unless prior consent has been obtained in accordance with clause 3.30 below.

NOTE: This does not include reasonable quantities of ordinary domestic materials for general household use such as matches or lighters or reasonable quantities of petrol or gas for use in usual household goods (such as lawnmowers or barbecues) as long as these are stored in a secure outbuilding or garage away from your Home forming part of the Property.

Appliances

- 3.29. That all fittings and appliances at the Property belonging to the lawful occupiers, that have not been provided by us must:
- 3.29.1. meet all current safety standards
 - 3.29.2. be installed and maintained in accordance with manufacturer guidelines
 - 3.29.3. be maintained in good working order.

Fire Safety

- 3.30. That the lawful occupiers or your visitors will not keep or store petrol or electric vehicles (including, but not limited to mopeds, motorbikes, mobility scooters, e-bikes and e-scooters) inside your Home, the Property or in the Building without first getting our consent.
- 3.31. That the lawful occupiers or your visitors will not keep or leave rubbish, dangerous materials or belongings which would constitute a health or fire safety risk in the Property or on any Communal Areas and/or the Estate.
- 3.32. That neither the lawful occupiers nor your visitors will keep or leave any personal belongings (including but not limited to prams, pushchairs, bicycles, mopeds, mobility scooters or other devices used to aid mobility, e-bikes, e-scooters, domestic appliances furniture, floor coverings or rubbish) in the Communal Areas.
- 3.33. That neither the lawful occupiers nor your visitors will use the electrical power points in the Communal Areas and/or the Building for your own power supply purposes or for the charging of any items unless it has been designated as a communal charging point.
- 3.34. To test smoke and/or carbon monoxide alarm(s) at the Property every month and report any disrepair or defect with such alarms for which we are responsible to us promptly.

- 3.35. If smoke alarm(s) at the Property are run on batteries, you are responsible for replacing the batteries when necessary. Where you have replaced the batteries and such smoke alarms do not work, you must report this to us promptly in accordance with clause 3.34 above.

Use of your Home and the Communal Areas

- 3.36. That the lawful occupiers, or your visitors will not put anything on a window ledge, balcony or roof at the Property or the Building which could be a danger to anyone living in the Building, the Estate or in the locality.
- 3.37. That the lawful occupiers, or your visitors will not throw food, refuse or any other object from a window, landing, down stairwells or from balconies, lobbies and staircases at the Property or in the Communal Areas.
- 3.38. That the lawful occupiers or your visitors will keep any Communal Areas in clean condition; where we provide a cleaning service which you pay for as part of the Rent, any areas must still be kept tidy.
- 3.39. That the lawful occupiers, or your visitors will not pour oil, petrol or any other chemical or harmful substance down drains or gullies, or place such substances in domestic bins at the Property, the Building and/or the Estate.

NOTE: This does not include pouring reasonable quantities of ordinary domestic cleaning fluids for general household use (such as bleach) down drains or gullies nor disposing of such cleaning fluids in domestic bins as long as the fluids are contained in their original packaging/containers.

- 3.40. That the lawful occupiers, or your visitors will not cause blockage to the drains and pipes in or about the Property (including but not limited to blockages caused by the disposal of cooking fats).
- 3.41. That the lawful occupiers, or your visitors will not light barbeques or fires on balconies forming part of your Home or the Communal Areas or in other covered parts of the Communal Areas.
- 3.42. That the lawful occupiers or your visitors will not smoke:
- 3.42.1. in the Communal Areas, except in designated smoking areas (where these exist)
 - 3.42.2. in the Property whilst our staff, agents or contractors are inside the Property.

- 3.43. That the lawful occupiers or your visitors will not hoard belongings at the Property that will, or are likely to, or are capable of:
- 3.43.1. creating an increased fire/environmental health risk; and/or
 - 3.43.2. causing structural damage to the Property; and/or
 - 3.43.3. preventing reasonable access or egress to the Property; and/or
 - 3.43.4. causing a nuisance or annoyance or obstacle to:
 - (a) any other tenant or a member of his/her household or their visitors;
 - (b) an adjoining occupier;
 - (c) our staff or contractors;
 - (d) any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.
- 3.44. That the lawful occupiers or your visitors will protect your and other resident's safety and security by:
- 3.44.1. complying with any health and safety or fire instructions relating to the Building and/or Communal Areas;
 - 3.44.2. closing external, safety and fire doors in and to the Building;
 - 3.44.3. keeping the Building secure by using the security systems properly and not letting strangers into the Building without identification
 - 3.44.4. controlling and not lending out any key or fob to any Communal Areas.

NOTE: These conditions are important for your health and safety and that of your neighbours.

Refuse

- 3.45. That the lawful occupiers or your visitors will place only securely bagged normal household rubbish in the refuse receptacles provided at the Property or at the designated refuse collection point, or any refuse chute in the Communal Areas.
- 3.46. That the lawful occupiers or your visitors will not place discarded household or garden objects (including washing machines and garden waste) at the designated refuse collection point or drying areas in the Communal Areas.
- 3.47. That the lawful occupiers or your visitors will not place refuse bags or recycling containers:
- 3.47.1. outside the front door of your Home
 - 3.47.2. in the Communal Areas.

Internal Maintenance, Repair, Decoration and Damage

- 3.48. To keep the interior of your Home and the Contents in good and clean condition and to decorate all internal parts of your Home as frequently as is necessary to keep them in reasonable decorative order.
- 3.49. Not to use textured coatings (such as artex or similar products) on the walls and ceilings when decorating inside your Home.

NOTE: This means you should take reasonable care of your Home.

- 3.50. That you are responsible for Works required to your Home, the Contents, the Building, the Communal Areas or the Estate which are not our responsibility and/or result from any damage or neglect caused by you, anyone living with you and/or your visitors and/or Pets.

for which you are responsible include minor repairs and maintenance to your Home (including but not limited to):

- 3.50.1. the clearing and replacement of cracked and broken glass resulting from damage caused by the lawful occupiers or your visitors,
- 3.50.2. the replacement of locks where keys have been lost
- 3.50.3. the replacement or refixing of hat and coat hooks, picture and dado rails, curtain battens and shelving

- 3.50.4. the replacement of WC seats (except where we consider you are vulnerable by reason of age, disability or illness)
- 3.50.5. the replacement of smoke alarm batteries (except where we consider you are vulnerable by reason of age, disability or illness)
- 3.50.6. internal decorations; and
- 3.50.7. replacement of shower rails and shower curtains.

NOTE: Further examples of the minor repairs and maintenance that you are responsible for can be found in the Repairs Handbook.

- 3.51. That the lawful occupiers, your visitors or Pets, will not graffiti, deface or cause damage to and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire, explosive materials and stoppages in WCs, drains and water pipes) to the Property, the Contents, the Building, the Communal Areas and/or the Estate.

Precautions to be taken by you to prevent damage to the Property and the Contents, include but are not limited to):

- 3.51.1. taking all reasonable precautions to assist in the prevention of freezing or bursting pipes during the winter months including leaving the heating running at a low temperature especially if the Property is vacant or unoccupied.
- 3.51.2. taking all appropriate precautions to ensure adequate ventilation to the Property and not hanging hang or placing wet or damp articles of washing upon any of the fixtures, fittings or on any room heater at the Property.
- 3.52. That the lawful occupiers or your visitors will not do anything at the Property or on the Estate which will cause damage to the Property or any other property on the Estate.

Improvements, alterations and additions

- 3.53. Not to make any **improvements** to the Property, the Contents, any Energy Efficiency System, the Building and/or the Estate, except in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, which is where you have first obtained our written consent which we will not unreasonably withhold and which will be subject to any planning permission or any other permissions that may be needed.

The Contents

- 3.54. That the lawful occupiers or your visitors will not:
 - 3.54.1. sell, rent, dispose of or give away the Contents;
 - 3.54.2. damage vandalise or destroy the Contents
 - 3.54.3. remove the Contents from your Home without first seeking our consent.

Communal facilities

- 3.55. That the lawful occupiers or your visitors will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.

Garden

- 3.56. To:
 - 3.56.1. keep any garden, drive, pathway, lawns, path, shed, store, pond, greenhouse, fence, or other structure, which are your responsibility and that form part of the Property, well-maintained, free of rubbish and weeds and in a good condition. You must ensure that any trees, hedges, shrubs bushes or ivy:
 - (a) are maintained to a reasonable height and condition;
 - (b) do not obstruct any windows, doors or footpaths;
 - (c) are not planted or allowed to be planted within 10 metres of the Property, Building or any

other property on the Estate where the height of the tree, hedge, shrub, bush or ivy may exceed 3 metres in height

- (d) do not cause damage to any other property on the Estate; and
 - (e) do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System
- 3.56.2. ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the Property or in Communal Areas other than in designated receptacles; and
- 3.56.3. not remove any tree, hedge or wall from the garden of the Property or on the Estate without first getting our consent; and
- 3.56.4. not install any shed, greenhouse, garage, aviary, cage or similar structure in the garden of the Property or on the Estate without first getting our consent any planning permission or any other permissions that may be needed; and
- 3.56.5. comply with the terms and conditions of any Tree Preservation Order notified to you by us relating to any tree situated in your garden
- 3.56.6. be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

Reporting Disrepair and Damage

- 3.57. To report to us promptly:
- 3.57.1. any disrepair or defect which you are aware of in your Home, the Energy Efficiency System, the Contents, the Building, in the Communal Areas that is our responsibility to repair;
 - 3.57.2. any damage which you are aware of to your Home, the Energy Efficiency System, the Contents, the Building, in the Communal Areas, which may give rise to any claim under our insurance policy.

Access to your Home

- 3.58. To allow us, our employees, agents and/or contractors:
- 3.58.1. immediate access to the Property in an emergency; and
 - 3.58.2. on giving at least 24 hours' notice, access to the Property even if there is no emergency to:
 - (a) carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property and/or any Energy Efficiency System);
 - (b) carry out any Works to the Property, the Energy Efficiency System, or any adjoining homes or to the Building and/or Estate; (including Works that we consider necessary on health and/or safety grounds);
 - (c) carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
 - (d) provide any Services under this Tenancy.
 - 3.58.3. That if you do not allow access to us, our employees, agents and/or contractors in breach of your obligations under this clause 3.58 of the Terms and Conditions, you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within 28 days of us requesting payment from you.
 - 3.58.4. That:
 - (a) if you do not allow us access to the Property in accordance with this clause 3.58 of the Terms and Conditions, we may take court action to gain access to the Property
 - (b) in an emergency or where we need to carry out a gas safety inspection, we have a right to enter the Property immediately without giving you notice. In such cases we may need to force immediate access to the Property.

Parking and Vehicles

- 3.59. That neither the lawful occupiers nor your visitors will park more than one private motor car, light goods taxation class motor vehicle, motorcycle or moped at the Property.
- 3.60. That neither the lawful occupiers nor your visitors will park any private motor car, light goods taxation class motor vehicle, motorcycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked:
- 3.60.1. in any private garage granted as part of the Property (if any);
- 3.60.2. in any designated parking space (where these exist) that we have given you specific or implied consent to use;
- 3.60.3. at the Property where a hard-standing and dropped kerb are provided; or
- 3.60.4. in any shared car park (where these exist).
- 3.61. That the lawful occupiers or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.
- 3.62. That neither the lawful occupiers nor your visitors will park any heavy goods taxation class motor vehicle, mobility scooter, caravan, motor home, camper van, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our consent.

Failure to carry out Works

- 3.63. That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- 3.63.1. carry out the Works to put right your breach; or
- 3.63.2. serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

- 3.64. If we carry out Works to put right your breach because:
- 3.64.1. we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
- 3.64.2. you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
- 3.64.3. we have decided to carry out the Works to put right your breach you shall pay to us our reasonable costs of doing so within 28 days of us requesting payment from you.
- 3.65. This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:
- 3.65.1. maintaining your garden and any trees in your garden (clause 3.56 of these Terms and Conditions)
- 3.65.2. undertaking repairs, maintenance and decoration that are your responsibility (clauses 3.48, 3.49 and 3.50 of these Terms and Conditions)
- 3.65.3. repairing any damage caused that you are responsible for repairing (clauses 3.50, 3.51, 3.52 and 3.54 of these Terms and Conditions)
- 3.65.4. undertaking any unauthorised improvements (clause 3.53)
- 3.65.5. looking after the Contents (clause 3.54 of these Terms and Conditions)
- 3.65.6. removing items from and cleaning the Building and/or Communal Areas (clauses 3.23, 3.30, 3.31, 3.32, 3.38, 3.45, 3.46 and 3.47, of these Terms and Conditions)
- 3.65.7. your parking obligations (clauses 3.59 to 3.62 of these Terms and Conditions) (such Works may include removing your vehicle).

Title and Planning

- 3.66. You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 3. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

Temporary vacation of your Home for Works

- 3.67. That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the lawful occupiers remain in the Property, then you agree that the lawful occupiers will:
- 3.67.1. move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging alternative and temporary accommodation for the lawful occupiers; and
- 3.67.2. move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

Ending the Tenancy

- 3.68. To:
- 3.68.1. give us at least 28 days' notice in writing ending on a Sunday that you want to end the Tenancy;
- 3.68.2. allow us with or without prospective tenants to inspect the Property and the Contents and any Energy Efficiency System before the 28-day notice period ends; and
- 3.68.3. if you leave before 28 days' notice has been given (or before your notice expires, if you have given longer notice), to pay the Rent as if you had given 28 days' notice (or up to the period at which your written notice expires);

- 3.68.4. give us a forwarding address.

- 3.69. To give us possession of the Property at the end of the Tenancy. If you are a joint tenant, a notice to quit signed by one tenant will end the Tenancy even if the other tenant objects.

NOTE: It is really important to note that there is no such thing as ending 'part' or 'half' of a tenancy. The whole tenancy will end once notice is received whether it is given by all or just one joint tenant and cannot be withdrawn or revoked. You should consider this carefully before entering into a joint tenancy.

Moving out

- 3.70. That on the date which this Tenancy ends (or the following day if your Tenancy ends on a Sunday):
- 3.70.1. the lawful occupiers will move out and not leave anyone else and/or any Pets in the Property
- 3.70.2. you will return the keys (and where applicable all the door entry fobs) to the Property to us by 12:00 noon
- 3.70.3. you will leave the Property, the Contents, any Energy Efficiency System and our fixtures and fittings, in a clean and good condition
- 3.70.4. you will leave the Contents in the Property
- 3.70.5. you will leave the Energy Efficiency System at the Property
- 3.70.6. you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property.
- 3.71. That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within 28 days of us requesting payment from you.
- 3.72. That if you do not return the keys (and where applicable all the door entry fobs) by 12:00 noon on the day this Tenancy ends (or on the following day if your Tenancy ends on a Sunday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within 28 days of us requesting payment from you.

3.73. That on the day this Tenancy ends, if you do not:

- 3.73.1. remove all personal possessions (including Pets) and rubbish
- 3.73.2. leave the Property (including our fixtures and fittings) and the Contents and the Energy Efficiency System in a clean and good condition
- 3.73.3. leave the Contents in the Property
- 3.73.4. leave the Energy Efficiency System at the Property

you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within 28 days of us requesting payment from you.

3.74. If you do leave any personal possessions at the Property once the Tenancy has ended, we:

- 3.74.1. may dispose of them; or
- 3.74.2. shall be entitled (but not obliged) to sell them after taking reasonable steps to notify you and giving you a reasonable time to collect them.

The costs of storage and/or sale of your personal possessions and any Rent or other sums of money owed by you to us under this Tenancy, may be deducted from any sale proceeds.

Your Rights



YOU AND WE AGREE:

Right to occupy

- 4.1. You have the right to peacefully occupy your Home without unlawful interference from us.

Succession

- 4.2. If the Start Date of this Tenancy is on or after 1 April 2012, on your death:
- 4.2.1. your rights are set out sections 86A, 88 and 89 of the Housing Act 1985 and are summarised below:
- “(i) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or
- (ii) if there is no surviving joint tenant your **Partner** as long as they occupied your Home as their only or principal home at the time of your death, will become the Tenant by **succession** as long as you were not a successor as defined in the Housing Act 1985.

The law only allows one succession of the Tenancy.”

- 4.3. If the Start Date of this Tenancy is before 1 April 2012, on your death, your rights as set out in sections 87, 88 and 89 of the Housing Act 1985 (as were in force prior to 1 April 2012) and are summarised below:
- (a) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or
- (b) if there is no surviving joint tenant:
- your Partner; or
 - another **Family Member** as long as they occupied your Home with you throughout the period of 12 months at the time of your death will become the Tenant by succession as long as:
 - they occupied your Home as their only or principal home at the time of your death; and
 - you were not a successor as defined in the Housing Act 1985

- (c) if there is more than one person entitled to succeed to the Tenancy under clause (b) above, the Tenancy shall pass to the person in accordance with the following:
- your Partner is preferred over another Family Member;
 - if there is more than one Family Member, whichever one of them may be agreed between them; or where there is no such agreement, decided by us acting reasonably.

The law only allows one succession of the Tenancy.

Assignment and mutual exchange

- 4.4. You have the right to assign the whole or any part of your Home or the Property (including the right to assign the Tenancy by way of a mutual exchange) only in the circumstances permitted by sections 91 and 92 of the Housing Act 1985, which are set out above at clause 3.5 of these Terms and Conditions above.

Lodgers

- 4.5. You have the right to take in a lodger in accordance with section 93 of the Housing Act 1985.

Subletting

- 4.6. You have the right to part with possession or sublet (including granting holiday lettings) part of your Home or the Property only in the circumstances permitted by section 93 of the Housing Act 1985 which means only where you have first obtained our written consent.

Repairs

- 4.7. You have the right to have repairs carried out to your Home in the circumstances permitted by section 96 of the Housing Act 1985. This means that where we or our contractors fail to carry out certain types of repairs in specified time limits you can require us to appoint another contractor to carry out those repairs and you then have a right to compensation if that second contractor does not carry out the repairs within the specified time limits set out in the law that applies at the time of your claim.

Improvements

- 4.8. You have the right to make improvements to the Property, the Contents, any Energy Efficiency System, the Building and/or the Estate only in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, which are set out above at clause 3.53 of these Terms and Conditions.

Compensation for improvements

- 4.9. You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985, which is where we have consented to you carrying out the improvement and the improvement is eligible for compensation.

NOTE: Not all improvements will be eligible for compensation.

Information about your Tenancy and about our policies

- 4.10. You have the right to information about your Tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985. This includes information about:
- 4.10.1. the terms of your Tenancy
 - 4.10.2. our repairing obligations
 - 4.10.3. our housing management policies.

Consultation about matters of housing management

- 4.11. You have the right to be consulted by us in matters of housing management in the circumstances set out in section 105 of the Housing Act 1985, *which is where we are making changes to our housing management arrangements and those changes are likely to have a substantial effect on you. We will inform you of our proposals and give you a chance to tell us what you think of our proposals before we make a decision on whether or not to go ahead with those proposals.*

Right to Buy

- 4.12. You have the right to buy the Property in the circumstances set out in part V of the Housing Act 1985.

5

How we may end your Tenancy



YOU AND WE AGREE:

- 5.1. So long as the Tenancy remains a Secure Tenancy we can bring it to an end by getting a Court Order for possession on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice).
- 5.2. If this Tenancy stops being a Secure Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you notice to quit.

Schedule 1 | Definitions

You and we agree the following words shall have the following meanings:

Abusive

includes (but is not limited to) any behaviour which consists of:

- physical or sexual abuse
- violence or threatening behaviour
- controlling behaviour including (but not limited to) behaviour designed to:
 - make a person subordinate and or dependent by isolating them from sources of support
 - exploit a person's resources and capacities for personal gain
 - deprive a person of the means needed for independence, resistance and escape
 - regulate a person's everyday behaviour
- coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish or frighten a person
- economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person's ability to:
 - acquire, use or maintain money or other property; or
 - obtain goods or services
 - psychological, emotional or other abuse

Benefit

means housing benefit, Universal Credit or any alternative replacement scheme.

Building

where your Home is a flat or maisonette, the building your Property forms part of, and includes the Communal Areas.

Communal Areas

which includes shared communal areas such as (but is not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas.

Contents

means the furniture, furnishings, fixtures and other items listed in Schedule 3 of this Tenancy (if any) which are let with your Home under this Tenancy.

contractor

any company or persons appointed by the Council or its managing agents to carry out repair works, improvements, or any other tasks we deem necessary.

Details

means the particulars of your Tenancy set out in at the start of your Tenancy and to which the Terms and Conditions are attached, forming part of the Tenancy

Energy Efficiency Payments

includes (but is not limited to)

- any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments)
- any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System
- any revenue generated in relation to the Energy Efficiency System

Energy Efficiency System

means any:

- low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and
 - renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with any invertors, meters, monitoring equipment, cabling and other associated media and works; and
 - any addition or replacement, that we, or a third party with our permission, may install
-

Estate

means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us.

Family Member

means a member of your family within the meaning of part IV of the Housing Act 1985 and defined in section 113 of the Housing Act 1985.

flat

a home which forms part of a building.

Former Occupancy Debts

means rent arrears or other debts or charges owing from a previous occupancy of the Property or from another property owned by us.

garden

includes: lawns, hedges, flowerbeds, trees, shrubs outside walls, fences, paths, yards, and drives, grass, trees, plants, bushes, hedges, garage, shed/greenhouses.

gifted items

means any electrical items, soft furnishings or other items gifted to you on the Start Date as listed in Schedule 4 of this Tenancy (if any). We are not responsible for any Works needed to any gifted items.

Grid

means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem.

Harassment Grounds

means harassment for any reason including (but not limited to) harassing someone on any of the following grounds:

- age
 - disability
 - gender reassignment
 - marriage and civil partnership
 - pregnancy and maternity
 - race
 - religion or belief
 - sex
 - sexual orientation
-

Home

means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described in the Details.

improvements

means any improvements, alterations or additions including (but not limited to):

- putting up an extension
- adding to changing or replacing the fixtures and fittings provided by the Council
- altering or interfering with essential services gas, electricity, or water services
- putting up any radio or television aerial, satellite dish, alarm, camera or CCTV
- building or putting up any structures such as sheds, garages, pigeon lofts, car ports, hard standing or driveway
- making major alterations to the property
- removing any tree or hedge from the garden or external area
- installing central heating or a gas fire;
- removal of floor tiles;
- installing laminate flooring;
- installing a shower
- replacing kitchens/bathrooms

lawful occupiers

means the people that that will be living in your Home including you, who at the Start Date are listed in the Details

lodger

a person who pays you to let them live with you in the Property.

maisonette

a flat with more than one floor.

mutual exchange

means to swap your Tenancy with another person where this is allowed by the Housing Act 1985

neighbours

including everyone living in the local area, including people who own their own homes or are renting from another landlord

New Terms

are the changes we are making to the terms of this Tenancy

Partner

means your husband or wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner

Period of Unauthorised Occupation

is any period after 12:00 noon on the day this Tenancy ends, which the lawful occupiers and/or anyone authorised by you remain in occupation of the Property

Pets

includes but is not limited to any animal, bird, reptile, insect or fish

Property

means your Home including any fixtures and fittings owned by us (except the Contents) and any balcony, terrace or patio that you have a right to use with your Home and if your Home is a house or bungalow

includes any garage, driveway, allocated parking space, outbuilding or garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System is attached

Regulator

means the Regulator of Social Housing, which is an executive non-departmental public body which regulates registered providers of social housing or any replacement body or bodies which regulate social housing or takes over the substantially the same regulatory and supervisory functions of the Regulator of Social Housing

Rent

means the amount of money you have to pay to us to live in your Home and for us to provide the Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts

Rent Review

means the time when we will review and change the Rent in accordance with sections 102 and 103 of the Housing Act 1985, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year

Reviewed Rent

means the Rent, as varied under this Tenancy at the Rent Review or the Service Review

Secure Tenancy

means a tenancy granted in accordance with the Housing Act 1985

Services

are the services which we will provide under this Tenancy (which at the Start Date are listed in Schedule 2) which you will pay for as part of the Rent

Service Review

means the time when we will review and change the Rent in accordance with sections 102 and 103 of the Housing Act 1985 if there is a change in the Services provided to you

Start Date

means the start date of this Tenancy as inserted in the Details

structure

the walls, roof, and load bearing part of the Property or the Building in which you live

sublet

this is when you part with possession of the Property and give (or allow someone else to have) possession of the whole or part of the Property. Usually (but not always) this is in exchange for rent, money, or some other benefit

succession

means the process whereby a surviving joint tenant, Partner or Family Member becomes the tenant following the death of the original tenant in the circumstances

Tenancy

means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy

Terms and Conditions

means the terms and conditions attached to the Details forming part of the Tenancy

Terrorism

includes (but is not limited to) any action which is

- designed to influence the government or to intimidate the public or a section of the public; and
 - made for the purpose of advancing a political, religious or ideological cause; and
 - the action
 - involves serious violence against a person
 - involves serious damage to property
 - endangers a person's life, other than that of the person committing the action
 - creates a serious risk to the health or safety of the public or a section of the public
 - is designed to seriously interfere with or disrupt an electronic system
-

Varied Terms of Tenancy

means the New Terms

vehicle

includes for example, a domestic car, motorbike and other two- and four-wheel bikes.

visitor

people temporarily staying at the Property, or a person present in your Home.

we/us

means Cannock Chase District Council, your landlord under this Tenancy

Works

means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good

you

means the tenant(s) of the Property under this Tenancy.

Schedule 2 | The Services

The Services

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Sample

Schedule 3 | The Contents

The Contents

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I/We agree that the Contents (if any) are listed above.

Dated

Dated

Dated

Dated

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

Dated

Signed by and on behalf Cannock Chase District Council

Schedule 4 | Gifted Items

The Gifted Items

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I/We agree that the gifted items (if any) are listed above.

Dated

Dated

Dated

Dated

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

Dated

Signed by and on behalf Cannock Chase District Council

Appendix 1 | Photographs of your home

Appendix 2 | Plan of your home

Appendix 3 | Title and Planning

Notes



Comment, compliment or complaint about our services.

By letter or personal visit:

Cannock Chase Council

Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG

tel: **01543 462621**

web: **www.cannockchasedc.gov.uk/customerfeedback**

 Search for '**Cannock Chase Life**' |  **@CannockChaseDC** |  **@CannockChaseDC**