

Remember – This Contract needs to be read and understood in its entirety

Tenancy Contract

Name of Introductory / Secure Tenant (s) (delete tenancy type which does not apply)

.....

State date that the introductory tenancy will become secure (as applicable).....

Address:

.....

..... Postcode:

NI No:

Rent Reference Number:

Tenancy Start Date:

Description of Property:

Type:

Size:

Floor Level:

Number of keys allocated:.....

More information about your tenancy can be found on the information sheet at the end of this Tenancy contract.

Weekly Charges	Amount £
Rent	
Water Charges	
Grounds Maintenance	
Window Cleaning	
Caretaking and Cleaning	
Communal Block Repairs	
Communal Block Electricity	
Block Water Charges (metered)	
Decorating (sheltered housing)	
Heating Charge	
Heating Charge, Communal	
Laundry Charge	
TV Aerial	
Support Charge	
Other	
Total	£

Photo ID

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More information about your tenancy can be found on the information sheet at the end of this tenancy contract.

This document sets out an agreement between Stevenage Borough Council and you, the Council's tenant. Renting a home is a complicated legal arrangement. The Council has set out this contract as simply as possible. For an overview of the main headings, please refer to the index.

If you wish to seek legal advice about this tenancy contract, you should talk to the Citizens Advice Bureau, to a solicitor or to a professional Housing Advisor.

Your landlord is Stevenage Borough Council.

Any notices to be served on your landlord should be addressed to:

**Stevenage Borough Council
Daneshill House
Danestrete
Stevenage
Hertfordshire
SG1 1HN**

Section 196 Law of Property Act 1925 shall apply to the service of any notices by officers or agents of your landlord under the tenancy agreement. This means that any notices are validly served upon you if they are left at or sent by post to your usual or last known address.

The Council must ask your views about any planned changes to this tenancy agreement. You will be told in writing if these changes are to go ahead, and will be given at least 28 days' notice.

Contracts (rights of third parties) act 1999

A person or party who is not a party to this contract has no rights under the contracts (rights of third parties) act 1999 to enforce any term of this contract.

Remember - this contract needs to be read and understood in its entirety.

Definitions

Communal areas – also known as shared or common parts. These are the areas of an estate or building used by all tenants. Most communal areas are found in blocks of flats and in sheltered housing schemes, but the stairs and walkways in maisonettes and the shared alleyway paths to rear gates and front doors are other examples.

Community – all the people living in a common building or street, on an estate, in a neighbourhood, or in the town as a whole.

Estate – a group of properties. An estate includes the greens, roads, paths, garages, cycleway, play areas, shops and other facilities. Your property forms part of an estate.

Household – everybody living or staying in your home (called the Property) including lodgers and guests.

Neighbourhood – a defined area of the town, which may include all or part of one estate or several estates.

Home – the dwelling itself, together with any private garden, yard, outbuilding, shed, parking space, carport or attached or linked garage which you have exclusive possession of. This is usually referred to as ‘your home’ or ‘the property’ in this contract.

Rent – the sum of the net rent and charges, changed from time to time, as set out in this contract.

Tenant – the person(s) named in this tenancy contract. If it is more than one person, “you” applies to each and every tenant equally.

Tenancy - possession or occupancy of a council home owned by Stevenage Borough Council on payment of rent.

Vehicle – a means of transport including a car, bus, lorry, motorcycle, moped, bicycle, boat, trailer, caravan, motor-home or mobility scooter and so on.

Principal home – main home or where you live most of the time.

Illegal animal - an animal that is not permitted under UK Law, e.g. Pit Bull Terrier, Japanese Tosa.

Registered provider – social housing provider, e.g. housing association.

Rent catch up Weeks – these are weeks that you will not need to make a payment providing that you do not have any arrears.

1 Your tenancy

1.1 You become a tenant of Stevenage Borough Council when you sign this tenancy contract and you occupy the property as your only or main home.

1.2 Your tenancy includes the property (house, flat, maisonette or bungalow), any gardens, boundary fences, walls, hedges, and any garage, stores, outhouses, sheds, extensions, greenhouses, lean to's, hard standings or shared-access footpaths attached to or included within the boundary of the property.

1.3 Secure and introductory tenancies

This contract covers two types of tenancy, which are:

- introductory tenancy; and
- secure tenancy.

1.4 You have fewer legal rights as an introductory tenant than you do as a secure tenant.

1.5 If you are an introductory tenant, the front of the tenancy contract will record this fact, together with the date when the introductory tenancy will end. If there have been no breaches in your contract, you will become a secure tenant from that date. You will not need to sign another agreement.

1.6 If you are a secure tenant and you are moving to another council-owned property your new tenancy will be secure straight away.

1.7 If you are an assured tenant of a registered social landlord, such as a housing association, and you are transferring to a Stevenage Borough Council property your new tenancy will be secure straight away. You will not have to be an introductory tenant.

1.8 Your introductory tenancy is for a trial period of 12 months. You must show the Council that you are responsible enough to keep your home. You must not:

- behave anti-socially; or
 - cause a nuisance; or
 - harass other people;
- and you must:
- pay your rent on time; and
 - look after your home.

1.9 As an introductory tenant you are not allowed to carry out any alterations to your home.

- 1.10** If you breach your tenancy conditions as an introductory tenant you can be evicted much more quickly and more easily than a secure tenant.
- 1.11** If you do not comply with the terms of your introductory tenancy, the Council has the right to extend it by a further six months. The Council must tell you of its intention to do this and give you the right to ask for a review before it takes action to extend it.

The Council can also serve you with a Notice of Intention to Terminate your introductory tenancy. It must tell you why it is doing this and give you the right to request a review of the decision. The Council can apply to the court for an eviction order following service of this notice.

- 1.12** If the Council has not taken any action that could lead it to:
- extend your introductory tenancy; or
 - take possession of your home,
- you will automatically become a secure tenant on the date written on your tenancy contract.
- 1.13** If you become a secure tenant, you must still behave responsibly and keep to the rules of this contract.
- 1.14** People who do not have the right to succeed to a tenancy will not be secure or introductory tenants, even if they continue to live in the property following the death of the tenant.
- 1.15** If the Council wants to take possession of your home you have the right go to court and defend the possession action.

The Council can apply to the court to change your secure tenancy to a tenancy with fewer rights. This is called demoting your tenancy. The Council would go to court where a judge would decide whether the Council could evict you or demote your tenancy. In court, the Council would have to show that it had a good reason to evict you or demote your tenancy. The reasons to evict you are called grounds and are defined by law. Before going to court the Council would have to serve you with a Notice of Intention to Seek Possession or a Notice of Intention to Demote your Tenancy, which sets out its reasons for serving the notice.

- 1.16** We may make an application to the court for possession if you do not keep to the terms of this tenancy contract.

You may lose your right to live in your home if the court grants the Council a possession order on the following grounds:

- you do not use this property as your main home;
- you sub-let part or all of your home to another person or persons; or
- you part with possession of your home without the Council's consent (that is, you leave it unoccupied or leave it in the care of someone else without the Council's written agreement).

- 1.17** If the Council wants to repossess your home, it has to end your tenancy by first serving a Notice of Seeking Possession or a Notice to Terminate and then get an order from the county court unless you give up your home voluntarily. In most cases the court will have to decide if it is reasonable for the Council to have possession of your home.
- 1.18** During your introductory tenancy you do not have some of the rights set out in this contract. You will get these rights if you become a secure tenant. In this tenancy contract rights which apply only to secure tenants are marked like this.

Introductory tenants DO NOT have this right. You get this right if you become a secure tenant.

1.19 Under 18s

The Council will only give a tenancy contract to someone under the age of 18 if a responsible person signs this contract on their behalf as trustee. That person accepts that any notices or demands for payment served under this contract can be served on the trustee until the tenant reaches the age of 18.

1.20 Your obligations

You must use the property as your only or main home. If you don't use the property as your only or main home, the Council will take action to end your tenancy.

- 1.21** You must tell the Council in writing if you will be away from your home for more than 28 days. (This is so that the Council knows that you have not abandoned your home.) You must also provide contact details of someone the Council can get in touch with in case of emergency. That person must have a key to your home.
- 1.22** You agree that the Council can enter your home (whether or not you have been away from home for 28 days or more) where it reasonably appears that you have abandoned your home.
- 1.23** You agree that following an inspection of your home, if it still appears to the Council that you have abandoned it, the Council may change the locks and take any other appropriate steps to protect it and may dispose of all property found in the premises.
- 1.24** You agree that the Council will charge you for the reasonable cost of changing the locks, making the property safe and disposing of any rubbish or property found in the premises if you have abandoned them.
- 1.25** You agree that you will accept liability towards any other person for the loss of any property belonging to such a person and disposed of by the Council following your abandonment.

- 1.26** You must not tamper with gas or electricity supplies or with meters or with electrical fittings.
- 1.27** You must not allow your home to become overcrowded. If you are unsure about this, please contact the Council for advice.
- 1.28** You must not keep mopeds or motorbikes inside your home or in any communal areas (such as stairs, lifts, landings, walkways, entrance halls or indoor drying areas).
- 1.29** You must not store a mobility scooter or an electric wheelchair in any communal area, even temporarily. If you wish to keep a mobility aid such as a scooter or motorised wheelchair in an area of your property, which is not a communal area you must get written permission first and not cause a danger to other tenants in the communal areas.
- 1.30** Permission, once given, can be withdrawn if you run a business that causes nuisance or annoyance, damages the property, or emergency alarm equipment going missing or suffering damage through misuse. Permission can also be withdrawn if the type of business being run breaches planning enforcement regulations by changing the use of the property from residential to commercial.
- 1.31** You agree that upon receipt of an invoice from the Council you will repay in full any costs or liabilities incurred by the Council resulting from your breach or failure to perform any part of this contract.

Among other things, the Council will charge for:

- putting right any work to your home that you have carried out without the necessary written permission from the Council;
- putting right damage caused by your failure to comply with your repairing duties or your failure to maintain your own equipment;
- changing the locks of your home and otherwise securing it if it is abandoned by you;
- your misuse of the emergency repair service for non-emergency repairs;
- misuse of emergency alarm equipment;
- replacing missing or broken keys; and
- tree and garden works and garden clearance.

The Council may charge for missed appointments.

1.32 Other people in your home

If you want someone to become part of your household who was not part of your household when you moved in (relatives, friends and guests) you must get the Council's written permission first. The Council will not refuse permission unless there is a good reason (such as overcrowding or if the person is likely to cause a nuisance). If you have children you must provide the Council with their birth certificates.

- 1.33** You have the right to take in lodgers. A lodger is someone who lives with you but does not have any exclusive right to any one part of your home, and who receives some sort of service from you such as cooking and cleaning. Council permission needs to be sought in advance and you are required. You will be required to provide details of the person(s) that will be your lodgers.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

- 1.34** Under no circumstances can you sublet the whole of your home.

You do have the right to sublet part of your home, but you must get the Council's written permission first. Subletting means that someone who lives with you pays you rent to have an exclusive right to occupy part of the property.

They will usually do their own cooking and cleaning.

You should obtain legal advice before sub-letting your home or taking in lodgers.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

1.35 Making improvements to your property

You have the right to put in your own improvements such as central heating, a shower or a gas fire, but you must get the Council's written permission first before doing any work of this kind.

You may also need planning and building regulation approval. You must make sure that any work is carried out by a competent person who must comply with all relevant rules and regulations. Where appropriate you must supply the Council with certificates to prove the work was carried out by a competent person. The Council has the right to inspect any installation to ensure that it is safe.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

- 1.36** You are responsible for the repair and maintenance of any installations, appliances or materials in your home following your own improvements, but if for any reason the Council needs or chooses to repair, maintain or inspect your improvements it will charge the costs incurred to you. The Council has a legal responsibility, for example, to check, service and maintain gas fires and heaters, pipe work and flues even if they have been fitted by you.

- 1.37** You are responsible for providing proof to us, as your landlord, of any change to your name. Acceptable proof includes a marriage certificate or statutory declaration.

1.38 Moving to another council property

You have the right to swap your property (called an exchange) with another tenant of the Council, a housing association or another Council, but you must get the Council's written permission first and the written agreement of any other landlord involved.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

1.39 The Council can refuse permission or impose conditions on an exchange only in certain circumstances. Ask the Council for further details.

1.40 If you exchange without the Council's written permission it will take legal action to take possession of your home. You will not be able to return to your original property and will not be offered alternative housing.

1.41 You have the right to apply for rehousing by Stevenage Borough Council, by another council or by a registered provider. You will have to make an application in accordance with the rules of the landlord involved. The right to apply for rehousing does not imply or guarantee that you will be rehoused.

1.42 If any of these circumstances apply:

- you are evicted; or
- you abandon your home; or
- you continue to owe money for rent or other charges or any other payment due under this contract when you move out;

they may affect your being able to get housing in the future.

1.43 Your rights as a tenant

You have rights in law as a tenant if your relationship breaks down with your partner or spouse, but they may also have the right to remain in the property. Further details of your rights are given in the Tenants Handbook. You may also seek advice from the Council's housing staff or an independent solicitor or an independent housing adviser or the Citizens Advice Bureau.

1.44 You have the right to see certain information that the Council holds about you, but not information about other tenants. There is a fee for providing this information. This is set in accordance with the guidelines provided by the Information Commissioner.

1.45 You have the right to start and/or join a local tenants' or residents' group.

1.46 You have the right to choose a different landlord. This right is called 'Tenants' Choice' and applies only in certain circumstances and according to certain rules and procedures. Please refer to the Tenants Handbook.

1.47 You have the right to the 'quiet enjoyment' of your home. All other residents also have right to 'quiet enjoyment' of their homes.

- 1.48 You have the right to be consulted about important changes in the Council's housing service. The Council must ask your views about any of its housing plans if they substantially affect you, such as modernisation or improvement work that is planned for your home or your area.
- 1.49 The Council must deal with your complaints efficiently and effectively. It operates a formal complaints procedure.
- 1.50 You have other rights given and protected by law, as does the Council as your landlord.

Those rights are mentioned elsewhere in this contract. You have the right to seek independent professional advice on any aspect of your tenancy, and to ask any person to act on your behalf regarding your tenancy.

- 1.51 If you wish to have another person act on your behalf you will need to provide the Council with their details in writing. This is required to comply with data protection legislation.
- 1.52 The Council will treat you at all times with courtesy and respect. It will expect you to conduct your business with its staff in the same manner.

1.53 **Passing on your home**

If a tenant dies, a secure tenancy can be passed to the tenant's husband, wife, partner or civil partner. This is called a statutory succession, under the terms of the Housing Act 1985 as amended by the Localism Act 2011.

- 1.54 Under certain qualifying circumstances, the council will consider a request from certain other people to succeed to a tenancy if a secure tenant dies. This is called a non-statutory succession. The Council's Succession Policy explains the qualifying circumstances under which a request for a non-statutory succession will be considered. This policy may change from time to time. If you would like information about the council's current policy, please contact your tenancy advisor
- 1.55 If you die while you are still an introductory tenant, any person who takes over your tenancy will also be an introductory tenant. They will become a secure tenant on the date shown on the front of this contract. If you die when you are a secure tenant, the person who takes over your tenancy will be a secure tenant immediately.
- 1.56 You have the right to pass on your tenancy to another person. This is called an assignment. Certain conditions apply to this right. Normally you are only entitled to pass on your tenancy in this way to someone who would have the right to take over your tenancy if you died (right of succession). Please contact the Council if you need more details.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

- 1.57 If a tenancy is left in a will, the Council have the right to take possession of the property if the person inheriting does not meet the criteria for succession.

1.58 **Buying your home**

The law says that certain secure tenants have the right to buy their homes if they have been tenants of a council or any other public sector landlord (a housing association, for example) or have lived in armed forces accommodation for a minimum period to qualify.

The length of the qualifying period for right to buy will depend on the date the tenancy started (it does not need to have been a continuous period), and what the law prescribes. There are some cases in which there will be no right to buy; for example if your home has been adapted for elderly or disabled people. (More information about your right to buy can be found in the Tenants Handbook

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

1.59 **Ending your tenancy**

You have the right to end your tenancy at any time. You must give the Council four week's notice in writing, and the notice must end on a Monday. This is called the notice period and is a requirement of the law. It applies even to persons acting for deceased tenants. The full rent is still due during the notice period even when the tenant is deceased.

- 1.60** If you are joint tenants any one of you can end the tenancy by giving the Council four weeks' written notice. That notice will end the tenancy of both/all joint tenants. You will be charged rent during this period. The keys to your home must be returned to the Council at the end of the notice period.
- 1.61** You must give the Council vacant possession of your home when you move out. This means that you must not leave anyone else occupying your home when you move out, nor leave any pets or possessions in it.
- 1.62** If you want to end your tenancy, the Council can provide you with a standard notice form and help you to complete it. Unless the law provides otherwise, either one of the joint tenants can bring the tenancy to an end by sending a notice to the Council.
- 1.63** The Council will arrange to inspect the property when you serve notice to end your tenancy. If any repairs are required to the structure, or add to fixtures or fittings that are not the result of fair wear and tear you may be held liable for the cost of these repairs.
- 1.64** If you leave the property without telling the Council that you intended to end your tenancy, you will be responsible for the full rent due until the date the tenancy ends. This could be several weeks or even months after you leave the property.
- 1.65** Within 28 days of your tenancy ending, the Council will notify you of any sums of money outstanding. Such sums of money could be for rent, other charges, arrears or rechargeable works for example.

- 1.66** The Council will hold any rent credits or other sums owed to you and offset them against any debts that remain at the end of your tenancy. If there is still a credit once all sums owed have been settled, the Council will make a refund to you.
- 1.67** The Council will consider as abandoned any belongings left in the property on the date your tenancy ends. You will be charged the full costs of their disposal, including administration fees and VAT.
- 1.68** You must make arrangements to allow the Council to carry out an inspection of the property before you leave, and you must undertake any work requested as a result of the inspection.
- 1.69** You must leave the property in a clean and tidy condition, and in accordance with the Council's leaving standard and the conditions set out elsewhere in this contract. This means that the structure of the property and any fixtures and fittings (light fittings, alarm equipment and kitchen units for example) must be left in a reasonable condition. The Council will hold you responsible for any damage to the structure of the building or to fixtures and fittings that is not caused by fair wear and tear.
- 1.70** If you remove any fittings that belong to you, you are responsible for making good any damage caused, to the plasterwork, for example. You must replace any items that you remove with goods of a reasonable quality.
- 1.71** The Council must ask your views about any planned changes to this agreement. You will be told in writing if these changes are to go ahead, and will be given a least 28 days' notice.

2 Rent

Paying your rent

- 2.1** You must pay your rent and any other charges for your home.
- 2.2** Your rent and charges must be paid on time.
- 2.3** Your rent is due every Monday unless there is a rent catch up week and you have no arrears.
- 2.4** You can pay your rent and charges in advance weekly, fortnightly or monthly.
- 2.5** The Council's preferred method of payment is by Direct Debit.
- 2.6** Whichever way you choose to pay, you must make sure that your account is clear at the end of each week.
- 2.7** If you believe that you are entitled to financial assistance from the government to pay your rent, it is your responsibility to make a claim for benefits. You must make sure that you provide all the information requested to process your claim and if your circumstances change, you are required to inform the Department of Works and Pensions immediately. There may be financial penalties if you do not.
- 2.8** The rent and other charges may be increased or decreased from time to time – usually in April. You will be told in writing at least four weeks before any rent change.

- 2.9** If any money is payable to you by the Council as compensation for damage to your property, for example, or for home loss and disturbance, the Council reserves the right to pay some or all of that money into your rent account if you are in arrears.
- 2.10** The Council calculates the rent due on each home for the next financial year and divides the total into 50 equal payments if it is a 52 week year, or 51 equal payments if it is a 53 week year.
- Two weeks each year are called 'catch-up' weeks, and the Council will tell you each year which they are.
 - If you keep your rent up-to-date you need to pay rent only in the 50 (or 51) payment weeks and not in the 'catch up' weeks.
 - Or you can pay in the 'catch up' weeks as well and build up a credit on your rent account to use when you wish.
 - However if your account is in arrears you must pay in the 'catch up' weeks as well so that your arrears can be reduced.
- 2.11** The Council will provide you with regular rent statements.
- 2.12** If you do not pay your rent or persistently pay it late the Council can go to court to get legal permission to take possession of your home. It can also seek a County Court Judgement for the rent and enforce it through the court. If you have any difficulty paying your rent, contact the Council immediately.

The Council reserves the right to charge you for letters it sends and the visits it arranges because your account is in arrears. We will consult with tenants and tenant's groups before we introduce charges and will give at least four week's notice of our intention to do so. Any charges made will be recharged to you.

- 2.13** If you cannot pay your rent you should:
- contact the Council immediately;
 - ask for advice and assistance from the Citizen's Advice Bureau, or from the Council's debt advice support services, or from other agencies and organisations;
 - make an offer to pay any arrears at an affordable rate, and begin making the payments immediately;
 - see whether you can get assistance with paying your rent,
 - arrange to make appropriate payments while waiting for financial assistance and begin making payments immediately.
- 2.14** The Council has the right to provide additional services which you will have to pay for as part of your rent. These are called service charges. You will be consulted before a new service is introduced. The Council will tell you in writing at least four weeks before it introduces a new service charge.

Service charges which are currently included within the total rent may in the future be separated from the rent and shown as a separate charge. The Council will make charges based on the actual cost of the services shared between tenants.

- 2.15** If you are receiving partial or full financial assistance/benefits to pay your rent, you are still responsible for the payment of water charges or any other charges that are not covered by the financial assistance you receive. These must be paid in advance.

2.16 Some tenants are provided with support services as part of their tenancy and there will be an extra charge due with their rent to cover the cost of these services. You will be told about this if you are one of these tenants. If you are liable for such a charge, you must pay it, even if you do not use all or any of the services provided. You must pay any such charge in advance on the Monday of each week with any rent that is due.

2.17 Former tenancy arrears. (This paragraph is applicable only if it has been completed by us.)

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

You must pay us the debt of £..... at the rate of £..... per week in addition to the rent for your home as stated in this contract.

The amount and period of instalments may be varied from time to time by agreement between you and the Council. The payment of this debt amounts to additional rent for the property in this contract.

The payment of this debt will discharge your liability for rent arrears, charges and/or other debts incurred by you at your previous home/tenancy.

Signed (tenant 1)

Signed (tenant 2)

Signed (authorised officer)

2.18 The Council does take reasonable steps to help tenants pay rent, and will issue several reminders and/or warnings before any legal action is taken against non-payers.

2.19 If you are joint tenants you are each responsible for all the rent and other charges and for any arrears. The Council can recover all rent, other charges and any arrears owed for your home from either or both of you even if one of you no longer lives in the home.

2.20 The Council will normally accept arrangements to repay debt that are negotiated by the Citizens Advice Bureau or by other reputable money advice agencies or organisations.

2.21 The Council can supply you with a written record of the current balance of your rent account, if you request one.

2.22 If one of the joint tenants moves out without giving notice to the Council, all joint tenants will remain liable for the rent and other responsibilities of the tenancy until they have given us notice.

2.23 Your rent may include a charge for water rates. You must pay this charge as part of your rent in advance on Monday each week. Your charge for water rates is part of the inclusive weekly rent.

3 Repairs

- 3.1** If the repair you report is the Council's responsibility it will carry it out. If it is not, it will give you the opportunity to do the repair within a reasonable time. If you do not carry out the repair, the Council can carry it out and will charge you for the cost of doing it.
- 3.2** When a property is empty the Council will inspect it to make sure that it meets the lettable standard; this will include testing gas and electrical pipes and wiring. Where major works are needed these will be completed before the property is let. Some minor repairs may have to be carried out after you have moved in. Further information is available in the Tenants Handbook.
- 3.3** The Council is responsible for the repair of the structure and exterior of your home and for its own standard fittings. These include the roof, walls, ceilings, floors, stairs, window frames, external doors, drains, gutters and outside pipes. Internally they include the heating system, bath, sinks and toilet, kitchen units, water pipes, gas and electric wiring, and other fixtures.

Safety checks will be carried out in line with current regulations and you will be provided with a copy of the safety certificate.

- 3.4** The Council has to take reasonable care to maintain in good order the communal areas in flat blocks and sheltered housing schemes. These include the stairs, lifts, lighting and the rubbish chute.
- 3.5** The Council must do certain small urgent repairs within a reasonable time as set out in government guidelines. This is called your Right to Repair. You may be able to get compensation if these repairs are not done on time.
- 3.6** The Council will ensure that following repair work the affected area will be left clean. It will not decorate any areas that may have been affected by the works.
- 3.7** If major works are needed to your home and it is not possible for you to remain in the property while the works take place you will be required to move. You will be offered a suitable alternative home. This may be either temporary or permanent depending on the circumstances. This is called a decant.
- 3.8** If you are offered a temporary home during repair works, you must return to your original home when the repairs are completed. You must also make sure that your temporary home is left clean and in a condition set out in the lettable standard.
- 3.9** You must not make, nor must you allow anyone living with you or visiting your home to make improvements, additions or structural alterations to the property without first getting the Council's written permission.
- 3.10** You must not make any installations which may be unsafe or dangerous to anyone. If you have a pond you will be asked to fill it in before you move.

3.11 You must have written permission from the Council if you wish to install laminate or hardwood flooring to your home. The Council will need to know what underlay you intend to use. If, following an investigation, the Council finds that the flooring is likely to cause a noise problem, it will refuse permission. If you have already installed laminate or hardwood flooring in your home and it is causing a noise problem, the Council will require you to remove it.

3.12 If you make an improvement, an addition or a structural alteration to your home without getting the Council's written permission first it can tell you:

- to return your home to the way it was before; or
- to do works to a satisfactory standard; or
- to do works to make your home safe.

If you do not do this work as the Council requests, it will do the work and charge you for it.

3.13 You may also be required to obtain planning permission and building regulation approval before the works can start. You will be responsible for any costs associated with these works. You are responsible for seeking all necessary permissions and approvals.

3.14 You can ask the Council to take responsibility for repairing and maintaining any improvement you have made. If it agrees, and the improvement significantly increases the value of your home, your rent may be increased to reflect the improvements you have made – subject to the government's rules for rent restructuring.

3.15 If you have made an improvement to your home with the Council's written consent and the works meet safety standards and planning requirements, you may be able to claim compensation in accordance with government guidelines for any improvements when you end your tenancy.

3.16 In emergencies, such as fires, floods or dangers to Health and Safety, the Council has the right to enter your home immediately without giving you notice.

3.17 You must replace or repair any damage caused by:

- your own fault or neglect; or
- the fault of occupants of your home; or
- the fault of visitors to your home.

The Council may undertake this work but you will be charged the full costs including administration fees and VAT, and you will be asked to pay in advance.

The Council may also apply to the court for possession of your home and will make you pay for any work that needs to be carried out.

3.18 You must allow the Council access to your home when reasonable written notice is given for the following purposes:

a) to carry out repairs or other necessary works or safety checks whether or not the Council:

- has responsibility for such works; or
- has assumed responsibility for such works; or

b) to carry out repairs or other necessary works to common areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) or neighbouring properties owned by the Council; or

c) to carry out annual gas safety checks; or

d) to inspect the condition of the property and garden; or

e) to allow prospective tenants to view the property during the final 28 days of your tenancy when you have served a notice of termination or during the 28 days immediately before the expiry of any Notice of Intention to Seek Possession served upon you; or

f) for constructing, installing, inspecting, repairing, renewing, maintaining and removing pipes, conduits, wires and cables; to test and repair alarm equipment; for the testing of the equipment access must also be given to the Council's appointed contractor and to providers of statutory services (such as gas, electricity and water providers); access will be required for the duration of the works; or

g) for the modernisation and upgrading of amenities and facilities, which is now standard in kitchens and bathrooms.

In cases of emergency such as gas, water or sewage leaks or where buildings or electrics are unsafe, you agree that the Council can enter your home without giving you written notice and whether you are there or not to inspect the property and carry out any repairs required to deal with the emergency.

If you do not let the Council have access you could be putting yourselves and your neighbours at risk. The Council can take legal action to enter your home and you may have to pay the costs.

3.19 You must report any disrepair or damage immediately to the Council. You will be given an appointment for the works to be carried out or for an inspection to be made. If you do not report the disrepair you may be charged for the work.

3.20 If you are not happy about the repairs the Council says it will or will not carry out, you can make a complaint under its complaints procedure.

3.21 You are responsible for repairing and maintaining your home and keeping it secure. Your responsibilities under this term include:

- the filling of minor cracks in internal plasterwork including preparatory work for redecoration;
- decorating your home internally;
- keeping keys to your home in a safe place;
- changing locks when keys are lost;
- replacing lost or broken keys;
- replacing fuses;
- keeping electrical installations working properly;
- keeping heating running in extreme weather or draining down the system when you are away from home;
- replacing broken windows;
- replacing plugs and chains to sanitary ware;
- lagging exposed pipes; and
- replacing clothes lines in your individual garden.

If you need advice on how to carry out any of the above, please contact the Council.

3.22 You are responsible for keeping your home and any allocated gardens clean and tidy and free from vermin or wasp nests.

3.23 To reduce the risk of pipes in your house freezing if you are going to be away from the home for more than a day during the winter, you must either:

- leave the system running on a low setting to keep some warmth in your home; or
- drain down all the hot and cold water systems.

You must notify the Council if you plan to be away from your home for more than 28 days. If you are unsure what to do, please contact the Council for advice.

The Council does not insure the contents of your home. You are advised to arrange adequate household contents insurance.

3.24 If you live in a flat block you are responsible for cleaning any communal areas including:

- floors;
- walls up to hand height;
- other surfaces; and
- shared access paths and entrances.

You are also responsible for keeping communal areas free of litter and obstructions.

3.25 If you do not keep your home in a clean, habitable and safe condition, and in good repair the Council may apply to court for possession of your home.

3.26 At the start of your tenancy, the Council will ask you to provide the name and address of a person who keeps a spare key to your home. It will ask you to update this information from time to time. This information will be treated as confidential.

4 Living in your community

- 4.1** Neither you nor any person living with you, or visiting your home must act in an anti-social manner or in any manner that is or is likely to cause a nuisance to any other person. Nuisance includes behaviour that is harmful, offensive or disagreeable, or interferes with the quiet enjoyment of their home.

Nuisance and anti-social behaviour includes:

- noise such as loud music, loud televisions, shouting or arguing, banging doors, burglar alarms, excessive DIY work or DIY carried out at unsociable hours;
 - dogs barking or fouling or causing an annoyance to others in the locality;
 - drug abuse, the selling or possessing of drugs and the creation of drug-related litter including needles;
 - using your home for unlawful activity;
 - rubbish dumping;
 - excessive vehicle repairs, and the creation of noise and debris arising from vehicle repairs;
 - storing scrap;
 - playing ball games in the streets or close to someone else's home causing noise or damage;
 - the use of bad language where this causes offence to others.
- 4.2** Neither you, nor any person living with you or visiting your home must keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) unless the material is used and kept safely. These materials must be kept in suitable storage facilities and under suitable conditions.
- 4.3** You must only put rubbish in containers or chutes provided by the Council, or in bin bags provided by the Council. You must not allow rubbish to build up in your property or any garden or communal areas whether or not it is in suitable containers. You must not place non-recyclable materials in recycling bins, nor should you place recyclable materials in non-recycling bins.
- 4.4** Neither you, nor any person living with you must keep any animal in your home unless the Council has given you written permission. This can be withdrawn on the following grounds.

You must not keep any illegal animals.

Animals must be kept under control at all times and must not be allowed to cause a noise or nuisance.

Animals must not be allowed to foul in communal areas or cause damage to council property.

- 4.5** Neither you nor any person living with you or visiting your home must harass any other person. Examples of harassment include:
- using or threatening to use violence;
 - using abusive or insulting words;
 - damaging or threatening to damage another person's home or possessions;
 - causing damage to another person's property by writing any graffiti;
 - engaging in public disorder; and
 - doing anything that interferes with the peace, comfort or convenience of other people;
 - displaying any sign, writing or other visible representation of a threatening, abusive or offensive nature.

You must not harass any other person for any reason, including on the grounds of:

- race;
- religion;
- gender preference;
- sexual orientation;
- marital status;
- pregnancy and maternity;
- gender;
- age; or
- disability.

- 4.6** Neither you nor any person living with you or visiting your home must use your home or any communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) for any illegal activity such as selling drugs, cultivation of drugs, storing stolen goods, committing burglary or theft from any premises, or committing theft of any vehicle or property. This list is not exhaustive.
- 4.7** Neither you nor any person living with you or visiting your home must drop or throw any items from multi-storey blocks of flats, maisonettes or any other property.
- 4.8** Neither you nor any person living with you or visiting your home must interfere with security or safety equipment in multi-storey flats or communal blocks of flats or maisonettes or sheltered housing blocks. Neither you nor people living with you or visiting your home must jam, prop open or leave open shared entrance doors. You should not allow strangers to enter the block.
- 4.9** You are responsible for making sure that neither you nor any person living with you damages, defaces or puts graffiti on council property. You will have to pay for any repair or replacement for which you are responsible and legal action may be taken against you.
- 4.10** Neither you nor anyone living in your home must place carpets, rugs or other items in the communal areas/hallways to the flat block without the Council's written permission. If permission is granted, carpets and underlay must meet the British safety regulations.

- 4.11** Neither you nor any person living with you or visiting your home must inflict domestic violence or threaten violence against any other person (living with you or living elsewhere).

Neither you nor any person living with you or visiting your home must harass or use mental, emotional, racist or sexual abuse to anyone who lives with you. The Council may still take action in a domestic violence case even if the case does not go to court. (See para 4.15 and 4.17.)

- 4.12** Neither you nor any person living with you or visiting your home must make false or malicious complaints about the behaviour of any other person.
- 4.13** Neither you nor any person living with you or anyone visiting your home must carry out car repairs in a manner which causes a nuisance to your neighbours or park an illegal or unroadworthy vehicle on the land around your home or on roads within the locality of your home.

If your home has a designated resident's parking space, only you and your legitimate visitors can park there.

You must not rent or sell the parking space to anyone else.

If you have been provided with a parking permit or permits, these must not be copied or sold. The permits are solely for your use or for the use of visitors to your home. They should not be passed on to anyone else and must be returned when your tenancy ends.

Neither you nor any person living with you or visiting your home must park a vehicle anywhere on your property except on a 'hard standing' (a driveway or paved area intended for parking). You must get the Council's written permission before installing a hard standing. The Council will not refuse permission unless there is a good reason.

Caravans or motor homes must not be parked on the garden, driveway or paved area around your home or any communal parking areas without the Council's earlier agreement in writing. It will not refuse permission unless there is a good reason.

Neither you nor any person living with you or visiting your home must park anywhere that would obstruct emergency services.

- 4.14** Neither you nor any person living with you or visiting your home must allow the property to be used to store scrap metal or as a rubbish store, a vehicle store or a tyre store.

- 4.15** The Council can take criminal or civil action to protect you from problems caused by others.
- It can seek an injunction to protect you or any person making a complaint from violence or a serious threat of violence.
 - In cases of domestic violence, it can ask the court for an order to repossess the home to evict the violent tenant but not the victim, who may then be offered another property elsewhere.
 - It will investigate complaints of nuisance and annoyance, harassment, anti-social behaviour, criminal activity or domestic violence.
 - It may ask an environmental health officer to investigate any complaint of nuisance.
 - It may ask those causing you problems to sign an acceptable behaviour contract.
 - It can seek an anti-social behaviour order through the magistrates' court. This could result in imprisonment of the offender(s).
 - It can ask the court for an order to repossess the home of any tenant if they, their occupants or visitors cause nuisance and annoyance or harassment, or engage in anti-social behaviour or criminal activity.
- 4.16** In extreme circumstances the Council may be able to arrange rehousing or relocation for you. It may be able to do this if you are a victim of criminal activity, but the Council cannot guarantee the location or type of housing that may be available.
- 4.17** The Council can take criminal or civil action against you if you are responsible for causing problems.
- It will investigate complaints of nuisance and annoyance, harassment, anti-social behaviour, criminal activity or domestic violence.
 - It may ask an environmental health officer to investigate any complaint or nuisance.
 - It may ask you or a member of your household to sign an acceptable behaviour contract.
 - It can seek an anti-social behaviour order through the magistrate's court.
 - This could result in imprisonment of the offender(s) if they break the order. It can ask the court for an order to repossess the home of any tenant if they, other occupants of their property or visitors cause nuisance, annoyance or harassment, or engage in anti-social behaviour or criminal activity.
 - In cases of domestic violence, it can ask the court for an order to repossess the home to evict the violent tenant but not the victim, who may then be offered another property elsewhere.

5 In and around your home

- 5.1** In sheltered or other specialised accommodation you will need the Council's written permission to keep any domestic pet or animal. This is because of the type of accommodation you live in.
- 5.2** Each tenant has a responsibility to help maintain a pleasant neighbourhood.
- 5.3** You are responsible for the maintenance of any shed, greenhouse, pond, water feature or other structure in your garden unless they are part of the property.
- 5.4** You may accept responsibility for cultivating an area adjoining your home by obtaining a Licence to Cultivate or obtain appropriate consent from the Council.
- 5.5** You must make sure your garden is tidy. Lawns must be cut, for example, and hedges trimmed. Flowerbeds must be cut back and not allowed to become overgrown. You are responsible for maintaining any trees or shrubs within your garden. These should be pruned and cut back so that they do not overhang pathways or neighbours' gardens or boundaries.

If you believe that a tree may be dead, diseased or dangerous, or that the roots may be affecting underground services or foundations, you should contact the Council for specialist advice on dealing with the problem.

Your garden must be kept free of any hazardous material or rubbish. If the garden is overgrown and there is no good reason why you cannot look after it the Council can clear it and charge you for the work. You must get the Council's written permission before removing any trees or fencing. The Council will not refuse permission unless there is a good reason.

You must tell the Council if there is good reason why you cannot look after your garden.

- 5.6** The Council will maintain all the boundaries to your home that it is responsible for. The repair or renewal of the fencing or other boundary markers may not include a like-for-like replacement.
- 5.7** You must ask the Council's permission to plant trees in your garden or if you want to remove a tree.
- 5.8** The Council may charge you for any repairs or if it has to replace any safety or security equipment at flat blocks or sheltered housing schemes which you, occupants or visitors have damaged.
- 5.9** The Council may charge you for any clearing or repairs required if you, occupants of your home, pets or visitors have damaged any council property.
- 5.10** If you or any person living with you or visiting your home cause damage to council property or to another person's property, the Council may apply to the court for possession of your home.
- 5.11** If you run a business from your home without the written permission of the housing service and there are complaints about your activities, the Council may apply to court for possession of your home.

5.12 If you do not keep your garden tidy, free from rubbish and in a safe, clean and hygienic condition, the Council may apply to court for possession of your home.

5.13 The Council may choose to clear your garden or home, or control or remove vermin or pests such as mice or wasps and charge you for the costs.

5.14 If the Council receives a complaint about a breach of any of the conditions for keeping pets, the Council will warn you that you must comply with the conditions.

If a further breach of the conditions occurs within six months of the warning, the Council will either ask you to find an alternative home for the animal within 28 days or will ask you again to keep to the conditions for keeping pets.

If an alternative home is not found within 28 days or a further breach occurs within six months of the second warning, the Council will revoke the permission to keep the animal and it may apply to the court for possession of your home.

5.15 The Council may apply to the court for possession of your home under the following circumstances.

- You sublet part or all of your home without the Council's consent as landlord of the property.
- You overcrowd your home.
- You exchange homes without the Council's written permission as your landlord.
- You offer or accept money or other financial incentives to exchange your home (even if the Council has approved the exchange).
- You give your home to someone else.
- You leave your home unoccupied or in the care of another person without the Council's consent as your landlord.
- You assign your home to someone else without the Council's consent as your landlord or you assign your home with consent, but to someone who is later found to be ineligible for a tenancy.

5.16 The law requires the Council to serve a Notice to Quit on persons responsible for dealing with your property after death. These people may be called your executors or administrators or personal representatives, and they must act in accordance with the law and must surrender your home to the Council.

5.17 In certain circumstances, in long illness, for example, or during a lengthy stay in hospital or a lengthy period of work abroad, the Council may grant consent for you to leave your home unoccupied or looked after by another person. In very exceptional circumstances it may grant a rehousing guarantee in return for the surrender of your home. Further information is available in the Tenants Handbook.

5.18 The rights and responsibilities in this section are very complex and each individual's case may need to be considered at length. Council housing staff will always give advice, but you have the right to seek independent advice. Independent advisers include solicitors, housing advisers and Citizens' Advice Bureaux.

5.19 Neither you nor any person living with you or anyone visiting your home are allowed to smoke in any of the enclosed communal areas to flat blocks or sheltered housing accommodation.

Information Sheet

Name of Introductory/Secure Tenant(s):

.....

Address:

..... Postcode:

Home Telephone: Mobile:

Work Telephone:.....

Type of Property:

Maximum Permitted Occupancy:

Persons Occupying the Home:

Surname First Names D.O.B. Relationship to Tenant

.....

.....

.....

.....

.....

This is a list of fittings I agree to take responsibility for:

a.....

b.....

c

d.....

I accept and agree to keep to the conditions set out in this tenancy agreement.

I confirm that the information given in my application for housing was and still is true. I know that I may be liable to prosecution and/or possession proceedings if I have knowingly or recklessly given information that is false or if I have withheld information that the Council needs to ensure proper allocation of its homes.

Signed (tenant 1) Date

NI Number:

Signed (tenant 2) Date

NI Number:

Signed Authorised Officer:..... Date:

Name/Designation in Capitals:

..... Date

Signed (tenant 2):..... Date:

NI Number:

Signed Authorised Officer Date

Name/Designation in Capitals:

..... Date

This page is voluntary

Data Protection Act – Consent to Divulge Information

Please read this declaration carefully before you sign it.

- I know that I must inform you if my circumstances change.
- I understand that Stevenage Borough Council may use the information that I have provided for the purpose of prevention and detection of fraud.
- I understand that Stevenage Borough Council may use the information that I have provided for the purpose of preventing crime, disorder and anti-social behaviour.
- I understand and agree that the information I have provided may be used for cross checking purposes with other sections of the Council, other local authorities, government organisations and any other organisations that the law allows.

Signed (tenant 1): Date:

Signed (tenant 2): Date:

Signed Authorised Officer Date

Name/designation in capitals:.....

Emergency Contacts

Will this person hold a key on your behalf (Yes / No) (see.1.22)

In an emergency, please contact (a)

Name:

Address:

..... Postcode:

Home Telephone: Work:

Mobile: Relationship to tenant.....

Next of Kin, please contact (b)

Name:

Address:

Telephone No:

Key Holder:.....