

Dear <<fullname>>

**PRELIMINARY NOTICE OF VARIATION TO THE TENANCY AGREEMENT  
(HOUSING ACT 1985- SECTION 103)  
(This is not a notice of a change in your rent, or a notice of eviction)**

**THIS NOTICE ONLY APPLIES TO YOU IF YOU ARE AN INTRODUCTORY OR A SECURE  
TENANT.**

Stevenage Borough Council is planning to make some changes to the Tenancy Agreement for Introductory and Secure tenants. The Tenancy Agreement is the document which sets out the terms of your tenancy.

Some of the reasons we would like to make changes to the tenancy agreement include:

- To reflect changes in the law
- To strengthen our approach to Anti Social behaviour
- To clarify the rights and responsibilities of the tenant and the landlord (Stevenage Borough Council).

Before we can make any changes to the Tenancy Agreement, we must send you this notice called a Preliminary Notice which tells you what changes we intend to make, and how they will affect you. We invite you to comment on these proposed changes. You should send any comments in the pre-paid envelope enclosed. Alternately you may e-mail your comments to **TenancyContractConsultation@stevenage.gov.uk**. We will consider any comments you make as long as we receive them by 25 October 2019.

Changes will only be introduced once all comments have been considered. We will then serve you with a Notice of Variation which will give you details of the finalised changes and the date when they will come into effect. We will also send you a copy of the new tenancy agreement for your information.

You will have been provided with a tenancy agreement when you received the keys to your home. Please refer to your agreement to compare the changes that are proposed. You can also view a copy of the agreement on the Stevenage Borough Council website [www.stevenage.gov.uk](http://www.stevenage.gov.uk).

If you are not happy with the changes at that stage, you have the right to end your tenancy by giving four weeks' written notice to quit.

A summary of the changes are as follows:

## How long we keep your information

You can update this yourself in your online customer account

## Glossary

**Our** – Stevenage Borough Council

**Overcrowding** – This is defined by Statute. Please see sections 324-328 and 330-331 of the Housing Act 1985.

**Us** – Stevenage Borough Council

**We** – Stevenage Borough Council

# 1 Your tenancy

## Introductory Tenancies (New Tenants)

You will be an 'introductory tenant' unless you are transferring from a secure tenancy or an assured tenancy with a registered social landlord (but not an assured shorthold tenancy).

An introductory tenancy is usually for a probationary period of 12 months. During this time we'll monitor your tenancy and a member of the housing team will visit you at home between 4 and 6 weeks after your tenancy has started and then again after 8 months.

As an introductory tenant you:

- have fewer legal rights than you do as a secure tenant.
- can be evicted much more quickly and easily than a secure tenant.
- are not permitted to carry out any alterations to your home.

If you successfully complete the probationary period your introductory tenancy will convert to a secure tenancy if:

- there have been no breaches in your agreement
- we have not taken any action that could lead to us extending the trial period or having to take possession of your home.

The secure tenancy will start on the date shown on the front of this agreement. You won't need to sign a new agreement.

If you don't stick to the terms of your tenancy during the probationary period we may extend it by a further six months, or end your tenancy. We will:

- tell you of our intention and reasons for this.
- give you the right to ask for a review before we extend it.

People who don't have the right to succeed to a tenancy will not become introductory or secure tenants even if they continue to live in the property following the death of the current introductory or secure tenant(s).

## **Secure Tenancies**

A secure tenancy means that you can keep your home for as long as you want, unless there is a legal reason for us to repossess your home. These legal reasons are called 'Grounds for Possession' and are set out in legislation. For us to gain possession of your home or to make you move to another property, a County Court must agree with our request except in cases where a property is abandoned.

Your tenancy agreement with us will be a secure tenancy if you are:

- already a secure tenant and you are moving to another property owned by us.
- an assured tenant of a registered social landlord, such as a housing association, and you are transferring to one of our properties.

## **Demoted tenancies**

The Council can apply to the County Court for a Demotion Order under the Housing Act 1985 as amended by Grounds 2a and 2b of the Anti-social Behaviour Act 2003. A Demotion Order may be granted if the court is satisfied that the person who is the secure tenant, or any person who lives in or visits the home, takes part in anti-social behaviour, or threatens to do so or has used your home for an unlawful purpose. If a Demotion Order is granted you will have a Demoted Tenancy and you will no longer be a Secure Tenant.

## **Additional conditions**

Some additional conditions may apply to particular properties, or types of properties, from time to time. This includes housing for older people, tower blocks, flats and new build schemes. These will form part of your tenancy agreement. If you are offered a property where such conditions apply you will be informed of these additional conditions before you sign your tenancy agreement. By signing a tenancy agreement you also agree to comply with these additional conditions and you acknowledge that they have been drawn to your attention.

You may not be housed in the future if you:

- are evicted
- abandon your home
- continue to owe money for housing related charges or any other payment due under this agreement when you move out.

## **Your rights and responsibilities**

- to be consulted about important changes in our housing service. We will ask for your views about any changes to this agreement or any of our housing plans if they substantially affect you, such as modernisation or improvement work that is planned for your home or your area. If changes are approved you will be told in writing and be given a least 28 days' notice. Separate rules apply to changes in your rent which are explained in the section on 'Rent'.

## **Compliments and complaints**

- 1.5 We are always trying to improve the services we provide so please let us know if there is anything we can do to improve them.

- 1.6 If you are not satisfied about a service provided by us or a response that you received from an enquiry, you may feel that you wish to make a complaint. A complaint is when:
- we have failed to do something we should have done
  - we have done something badly or in the wrong way
  - you feel that you have been treated unfairly or discourteously.

We operate a formal complaints procedure and further details are available on our website at [www.stevenage.gov.uk/have-your-say/complaints/](http://www.stevenage.gov.uk/have-your-say/complaints/)

### **Your commitments to us**

- 1.7 You must look after your home and:

- if there are any changes to your name, provide us with acceptable proof such as a marriage certificate or statutory declaration.

- 1.8 You must not:

- keep or store (even temporarily) mopeds, motorbikes, mobility scooters or electric wheelchairs outside your home, within 3 meters of the building or in any communal areas such as:
  - stairs or lifts
  - landings or walkways
  - entrance halls
  - drying areas
  - bin stores
  - paved areas
  - shared gardens

- 1.9 We want our communities to be great places to live and for you and other residents to feel safe. To achieve this, you or any person living with you or visiting your home/communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas or shared gardens) must not:

- harass, threaten, use language that causes offence, verbally abuse or assault other people or any member of staff employed by us, our agents or contractors. Examples include, but are not limited to:
  - 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
  - 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
  - malicious vandalism.
- allow any illegal activity such as:
  - use, possess, manufacture, cultivate or sell illegal substances or drugs
  - create drug-related litter (including needles)
  - store stolen goods
  - burglary or theft from any premises
  - theft of any vehicle or property

- install aerials or allow aerial access points for purposes associated with pirate radio.
- create noise such as:
  - loud music or high television volume
  - shouting or arguing
  - banging doors
  - allowing burglar alarms to be activated without a means for them to be turned off in your absence.
- undertake vehicle repairs in a manner that causes:
  - a nuisance to your neighbours
  - the creation of noise and debris
  - excessive revving of engines.
- park an illegal or unroadworthy vehicle on the land around your home or on roads within the locality of your home.
- do excessive DIY work or do it at unsociable hours.
- make false or malicious complaints about the behaviour of any other person.
- allow dogs to regularly bark, foul or cause annoyance to others in the neighbourhood.
- drop or throw any items from multi-storey blocks of flats, maisonettes or any other property.
- interfere with security or safety equipment in multi-storey flats or communal blocks of flats or maisonettes or Independent Living scheme.
- dump or fly-tip rubbish.
- allow your home to be used to store scrap, scrap metal, vehicles or tyres.
- as commercial storage.

If we are made aware of any of the above we may:

- restrict your access to our staff, contractors or offices
- start legal proceedings against you including possession of your home.

1.12 You will be asked to repay in full any costs or liabilities incurred by us resulting from your breach or failure to perform any part of this agreement.

Examples of things that we may charge for include:

- putting right any work to your home that you have carried out without first having sought written permission from us.
- putting right damage caused by you for not complying with your repairing duties including 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.
- the repair or replacement of any safety or security equipment at blocks of flats or Independent Living schemes which you, any person living with you or anyone visiting your home have damaged.
- clearing up or undertaking repairs required if you, any person living with you or anyone visiting your home damages our property.

- misuse of emergency alarm equipment.
- replacing missing or broken keys.
- tree and garden works and garden clearance.
- calling at your home for a pre-arranged appointment and you (or someone authorised to act for you) are not there.

## **Other people in your home**

- 1.13 If you want someone to become part of your household, who was not part of it when you moved in, you must get our written permission. For example children born since the start of the tenancy you must provide us with copies of their birth certificates.
- 1.14 We will not give permission if the additional person you want to become part of your household:
- would cause overcrowding in contravention of sections 324-328 and 330-331 of the Housing Act 1985
  - is likely to cause a nuisance.
- 1.15 If you are a tenant living in specialist accommodation including an Independent Living property you must not sub-let your home or allow other people to live with you without the prior written permission of the landlord. Permission will only be given in exceptional circumstances for a specific duration of time. For example, family members or friends may be permitted to stay for a temporary period.

## **Making improvements to your property**

- 1.20 We will charge you for all costs incurred including the current administration charge for:
- repairing and/or maintaining any of your improvements.
  - inspection of works carried out in your property
  - for retrospective permission if you carry out works to your property without prior permission

## **Passing on your tenancy**

- 1.29 If you die, a secure tenancy can be passed on once to your:
- husband
  - wife
  - partner
  - civil partner.

This is called a statutory succession under the terms of the Housing Act 1985 as amended by the Localism Act 2011 and can only happen once.

They must have been living continuously in the property, using the property as their only and main home unless they have notified the landlord in writing of a reason prior to the

death otherwise they will lose that right to succeed (for example a relationship breakdown).

1.32 Our Succession Policy is in line with current legislation including the Housing Act 1985 as amended by the Localism Act 2011 which explains the qualifying circumstances when a non-statutory succession will be considered.

1.33 If you die while you are:

- an introductory tenant, any person who takes over your tenancy will also be an introductory tenant. They will only become a secure tenant if they fulfil all the terms and conditions of the introductory tenancy
- as a secure tenant, the person who takes over your tenancy will be a secure tenant immediately.

If the property is not suitable we may give them another council home more suitable to their needs. We also have the right to ask for possession if the home has special features adapted for a person with disabilities or the home is one of a group of properties held for persons with special needs.

1.34 If you are a secure tenant you have the right to pass on your tenancy to another person – this is called an assignment. You are only entitled to assign your tenancy to someone who would have the right to take over your tenancy if you died (right of succession). This can only happen if no succession has already taken place.

- We may apply to the court for possession of your home if you assign your home to someone else without our consent as your landlord or you assign your home with consent, but to someone who is later found to be ineligible for a tenancy.

## **Ending your tenancy**

1.38 If you want to bring your tenancy to an end you must complete a 'Termination of Tenancy' form. If you would like us to help you complete it, let us know. Alternatively you can write to us.

1.39 The termination form or letter must:

- give 4 weeks' notice which must be received by the Monday 4 weeks before the last Sunday of the tenancy
- include your unique tenancy reference number
- make sure that the letter is signed by person/persons on the tenancy agreement
- provide a forwarding address and contact details

1.41 Please note that if you do bring this tenancy to an end:

- we do not have to offer you alternative accommodation.

## **Leaving your home**

1.46 You must leave the property in a clean and tidy condition and in accordance with our leaving standards and conditions set out in the Leaving Standard (hyperlink available in the online version). This means that:

- we 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.
- if any repairs are required to the property or fixtures and fittings that are not caused by fair wear and tear you must undertake any repair work requested. If you do not we will arrange to have it done and we will charge you for all costs incurred including the current administration charge.

1.48 If you remove or damage any fittings including any alterations we may hold you responsible for:

- any costs incurred by us for the damage to these alterations and the cost of reinstalling them including current administration charge.
- any rental loss while carrying out the works required.

## **Flexicare schemes**

1.51 These are Independent Living homes with the additional care services on site.

If the person who was assessed for the Flexicare service leaves the accommodation (1 or 2 bedroom property) on a permanent basis we will work with the remaining person to see what their housing needs are.

## **If we have to repossess your home**

1.56 This may result in you losing your right to live in your home and we will not be under any duty to offer you alternative accommodation if a court grants us a possession order.

1.57 The grounds as to why we may repossess your home are defined by law.

Please see Appendix 2 for a full list of the grounds which are subject to legislative changes that may introduce additions or amendments to the existing grounds.

1.58 We can also apply to a court to repossess the property if we need to move you and anyone living with you out of your property for a special reason relating to the building itself. Examples of such reasons are:

- We are planning soon to demolish or rebuild the property or to carry out work which we cannot do unless the property is empty.
- The property is specially adapted for a physically disabled person, or is part of a group used for persons with special needs, there is no longer such a person living there, and we require the Property for such a person.
- The property has become unsafe for some reason and we need to move you for your own safety.
- You are only living in the property because we are doing work to your home, and your home is now ready for you to move back into.

1.59 If we need you to move out of your property for such reasons, we will offer you a suitable property to move to.

1.60 If we want to repossess your home we have to end your tenancy by first serving you one of the following documents:

- ‘Notice of Intention to Terminate’
- ‘Notice of Seeking Possession’
- ‘Notice of Intention to demote your Tenancy’
- ‘Notice to Quit’

The document explains the reason we are ending your tenancy. You have the right to request a review of these reasons.

1.61 After serving any of the documents in 1.60, and if we have not been able to resolve the issues at hand, we can apply to a court where a judge will decide whether we have a good enough reason:

- to change your secure tenancy to one with fewer rights – called demoting your tenancy.
- for a Possession order where you don’t give up your home voluntarily.

## **Running a business from your home**

1.65 If you run a business from your home without our written permission and there are complaints about your activities, we may apply to court for possession of your home.

## **Smoking**

1.66 You, any person living with you, or anyone visiting your home are not allowed to smoke, vape or use electronic cigarettes in any of the enclosed or substantially enclosed communal areas to blocks of flats or Independent Living accommodation.

1.67 To help us undertake our obligations as set out in this agreement you are required to provide us with a smoke free environment when a member of our staff, our agents or contractors are due to attend or are in attendance.

1.68 You must ensure that you, anyone living with you or anyone visiting your home do not smoke, vape or use electronic cigarettes for a sufficient amount of time to ensure that any enclosed or substantially enclosed part of your home or communal part is smoke free prior to an arranged appointment.

1.69 Failure to comply with these obligations could result in us taking action against you under the Public Health Act 2006.

## **2 Paying your rent and other charges**

2.4 You are required to pay your rent and any other charges on time or in advance so that your account is fully paid up or in credit at the end of each week. You can choose to pay:

- weekly
- fortnightly
- monthly

2.5 Your first payment is due when you receive your keys at the letting appointment.

2.6 We will send you a rent statement at least once a year.

You can see the current balance of your rent account online by logging into your account at [www.stevenage.gov.uk/pay](http://www.stevenage.gov.uk/pay)

2.7 If you started your tenancy on any day other than a Monday, your first rent payment will be due from that day. It will be worked out as a proportion based on the number of days to the next Monday.

2.10 If any money is payable to you by us as compensation for damage to your property, home loss and or disturbance, we reserve the right to pay some or all of that money into your rent account if you are in arrears for your rent account or for any housing related debt.

### **Help with paying rent and other charges**

2.13 If you cannot pay your rent you should:

- See if you can get assistance in paying your rent through Universal Credit or Housing Benefits.

2.14 If you think you are entitled to financial assistance to pay your rent it is your responsibility to make a claim.

You must make sure that you provide all the information requested to process your claim and if your circumstances change, you are required to tell the Department of Works and Pensions immediately. There may be financial penalties if you don't.

2.15 You can only get direct payments for the care support element if you've been assessed by Social Services as needing care and support services and only the following people are eligible:

- disabled people aged 16 or over (with short or long-term needs)
- disabled parents for children's services
- carers aged 16 or over (including people with parental responsibility for a disabled child)
- older people who need community care services.

### **Charging for additional services**

2.20 There will be some communal service charges for Independent Living Schemes that are included in the rent and are payable whether or not you use the service.

## **3 Repairs, improvements and major works**

We aim to keep our properties and neighbourhoods in a good state of repair and provide an excellent service.

You can find lots of information about repairs and maintenance as well as report a repair online on our website at [www.stevenage.gov.uk/housing/council-housing/repairs](http://www.stevenage.gov.uk/housing/council-housing/repairs)

## **Our responsibilities**

### 3.4 We will:

- carry out scheduled cleaning and take reasonable care to maintain in good order the communal areas (including the stairs, lifts, fire doors, lighting and the rubbish chute) in blocks of flats and Independent Living schemes.
- make sure that while repair work is being done that any disturbance is kept to a minimum.

## **Your responsibilities**

### 3.5 Your responsibilities include (The list below is not exhaustive):

- carrying out minor repairs, maintaining and keeping your home secure.
- changing light bulbs.
- replacing toilet seats.

### 3.7 If you do not keep your home in a safe, secure, clean and habitable condition including adequate ventilation or in good repair we may apply to court for possession of your home.

## **Telling us when a repair is needed**

### 3.9 You must report to us immediately any disrepair or damage, including criminal damage, to your home or any other property belonging to us caused by:

- your own fault or neglect
- the fault of any person living with you or visiting your home

If necessary, we will arrange an appointment with you to assess what needs to be done.

### 3.10 If the repair is required as a result of criminal damage you should report this repair to the police and get a crime reference number.

### 3.11 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, any member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work.

If the disrepair or damage is your responsibility we will give you the opportunity to put it right within a reasonable time. If we carry out the repairs to put it right you will be liable for the full costs incurred including administration fees.

If the work is not required under health and safety grounds you may be required to pay the full amount in advance of the work being carried out.

We may also apply to court for possession of your home.

### 3.12 If disrepair or damage is our responsibility we will discuss with you the nature of the repairs that need to be carried out. If necessary, we may have to:

- temporarily cut off services

- temporarily stop all rights of access to the property
- permanently divert rights of access (such as paths or water pipes) as long as it is no less beneficial to the property.

### **Laminate or hardwood flooring**

- 3.20 You must get written permission from us if you wish to install laminate or hardwood flooring to your home. You will be required to use noise insulating underlay.
- 3.21 We will not give you permission if the flooring is likely to cause a noise problem and if you have already installed flooring that is causing a noise problem you will have to remove it.
- 3.22 If your flooring needs to be taken up due to any repairs such as leaks or wiring faults, we will not be responsible for the condition or relaying of the flooring.

### **Allowing access**

Whenever possible, we will give you at least 24 hours' notice for you to allow our officers, agents, appointed contractor or utility service representatives to come into the property at reasonable times. They will show you an official identification card.

- 3.26 You may need to allow neighbours and anyone working for them to come into your home at reasonable times to allow work or services to their own property. They may need to come in to carry out:
- reasonable inspections
  - repairs
  - alterations
  - improvements

They must:

- give you at least 48 hours' written notice (except in an emergency).
- put right any damage caused.
- have our permission to do so.

### **Allowing access in an emergency**

If we have to force entry we will make sure your home is left secure but we may charge you for the costs of forcing our way in.

## **4 Maintaining a pleasant neighbourhood**

### **Common parts and areas**

- 4.2 You must keep the common areas outside your home and adjacent to the property clean, free from obstruction and tidy at all times. You will be charged including our current administration fee for:
- the cleaning of lifts and communal areas if fouled by you, your household, visitors or pets.

the clearing of:

- refuse deposited in the common parts (fly tipping).
- rubbish chutes blocked by inappropriate disposal of rubbish by you, any person living with you or visiting your home.

This is in line with the Clear Corridor policy ([hyperlink available in the online version](#)).

4.3 You, any person living with you or visiting your home must not:

- jam, prop open or leave open shared entrance doors.
- allow strangers to enter the block.

You will be charged for any damage caused by this including our current administration fee.

4.4 You are responsible for making sure that you, any person living with you or visiting your home must not damage, deface or put graffiti on our property.

You will be charged including our current administration fee for any repair or replacement for which you are responsible and we may take legal action against you.

## **Fire Safety**

4.5 You, any person living with you or visiting your home must not place door mats, carpets, rugs or any other items in the communal areas/hallways to the block.

Items may be removed without prior notice. You will be informed if we remove and store. Items can be retrieved at your cost, up until 10 days from removal date after which the Council will dispose of these items. The Council take no responsibility for damage to these items.

Any items deemed to be an immediate hazardous risk will be removed and disposed of immediately.

You will be charged the full cost of the removal including our current administration fee.

## **Parking**

4.9 You, any person living with you or visiting your home must not park a vehicle anywhere on your property except on a 'hard standing' (a driveway or paved area intended for parking).

You must get our written permission before installing a hard standing or driveway.

4.10 You must get our written permission to park caravans, motor homes or SORN vehicles on a driveway, hard standing or paved area around your home or any communal parking areas.

4.11 You, any person living with you or visiting your home must comply with any parking conditions issued by us and must not obstruct access to other properties, the highway, or park anywhere that would obstruct emergency services from accessing other properties or the highway.

## **Gardens, trees and fences**

4.12 You are responsible for maintaining the gardens, trees and front fences.

You must tell us if there is a good reason why you cannot look after these items.

4.13 You must make sure:

- your garden, trees, hedges and flowerbeds are tidy and not overgrown.
- that lawns are cut
- your garden is free of any hazardous material or rubbish
- your garden is in a safe, clean and hygienic condition.

If there are exceptional circumstances as to why you cannot do this, we may clear it and charge you for the work. This will include our current administration fee.

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

If tree work needs to be carried out due to an immediate health and safety issue we will carry out the work without consultation and you will be charged the full cost of the work including our current administration fee.

## **Flammable gasses or liquids**

4.21 You, any person living with you or visiting your home must not keep or use:

- bottled gas
- paraffin
- petrol
- or any other dangerous material

This includes in your home or in communal areas such as:

- stairs
- lifts
- landings
- walkways
- entrance halls
- drying areas
- bin stores
- paved areas
- shared gardens
- parking areas
- individual gardens

## **Rubbish, pests and vermin**

4.22 You must only put rubbish in:

- bin bags or containers provided by us and they must not be overfilled.
- rubbish chutes where provided which must be kept clear at all times.

We may have to:

- clear your garden or home of rubbish.
- control or remove vermin or pests such as mice or wasps.

You may be charged for any costs we incur for investigating and taking action in relation to the above activities including our current administration fee.

## **Pets and other animals**

While we understand that you may want a pet, you must get written permission first. We need to consider the impact it could have on your property and neighbours. It will not be unreasonably withheld, delayed or withdrawn by us. We reserve the right to withdraw our permission.

You will be required to sign a pet permission agreement.

We will give special consideration for guide, hearing, and support dogs.

4.23 You, any person living with you or visiting your home are responsible for:

- keeping your pets, supervised, under control and cared for.
- making sure your pet doesn't roam unsupervised in any communal area, cause a nuisance or damage our property.

4.24 You, any person living with you or visiting your home must not:

- keep a dog at the property unless you have our written permission to do so.
- keep livestock or any animal which is wild, dangerous or poisonous as defined by the Dangerous Wild Animals Act 1976.
- allow any pet or animal you keep at the property to cause a nuisance to anyone in the local area, including our employees, agents or contractors.
- cause a nuisance by breeding any animals at the property.
- allow pets or animals to foul in the communal areas of the property, on footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically.
- allow pets to cause damage to our property or harm to any person.
- feed pigeons, squirrels or other vermin either at the property or in communal areas.
- allow your property to become a nuisance or cause harm to others by failing to look after your pets or animals appropriately.

4.25 If any pet or animal living at or visiting your property causes a nuisance we will ask you to remove it from the property.

4.26 If you live in an area where there are dog byelaws you must keep to the rules of the scheme.

## **Protecting you from problems caused by others**

In relation to any anti-social behaviour which could result in imprisonment of the offender(s) if appropriate we may obtain a:

- civil injunction
- Community Protection Notice (CPN)
- Criminal Behaviour Order (CBO) or
- 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.

If you feel you are a victim of domestic abuse, or feel at risk, we can offer support and advice and will take firm action against anyone responsible. Further details are available on our website at

**[www.stevenage.gov.uk/about-stevenage/so-safe/187555](http://www.stevenage.gov.uk/about-stevenage/so-safe/187555)**

If you have been affected by domestic abuse, or believe that somebody you know is being abused, you can contact our Domestic Abuse service by calling them in confidence on **01438 242666** or via secure email **domesticabuse\_gcsx@stevenage.gov.uk**

## **Tenancy Fraud - protecting our housing stock and the public money**

4.30 This is to ensure that properties are allocated to those in need of housing and that this need continues from the start of the introductory tenancy until the person's tenancy ends.

Where appropriate we will fully investigate a person who provides false information, false documentation or withholds information as it is a criminal offence.

We may take repossession proceedings to recover the property and we may prosecute using the following legislation; Prevention Of Social Housing Fraud Act 2013 s.1 and s.2.; The Fraud Act 2006 s1(2) and s.1(3) and the Housing Act 1996 s.171.

If found guilty you may be fined and receive a criminal record.

The types of fraud we investigate include:

- Subletting:- not using the property as your only and main principle home and allowing another person to use the whole of the property with or without financial gain
- Abandonment:- Parting with possession- no longer using the property as your main and principle home
- False housing applications:- providing false and misleading information to obtain a social housing property
- Succession:- providing false and misleading information to take over a tenancy for a social housing property

- Assignment:- providing false and misleading information to obtain a social housing property
- Right to buy:- providing false and misleading information to purchase a social housing property receiving discount and committing offences under the money laundering regulations
- Mutual Exchange:- providing false and misleading information

If you would like to report a fraud please contact 0300123 4033 or visit [www.hertfordshire.gov.uk/reportfraud](http://www.hertfordshire.gov.uk/reportfraud)

## Terms

If you have any comments or queries about any of these proposed changes, please let us have them by 25 October 2019.

Yours sincerely



Jaine Cresser  
Assistant Director, Housing & Investment