

# Your Tenancy Conditions

Your Tenancy Agreement and Conditions of Tenancy set out the rights and responsibilities of Stevenage Borough Council as a landlord and of you as a tenant.

When you sign this agreement you are agreeing to all the terms of the Tenancy – the terms are known as the Conditions of Tenancy.





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# About this tenancy agreement and conditions

Your tenancy agreement and conditions is the legal contract that describes your rights and responsibilities (as the tenant) and our rights and responsibilities (as your landlord). These tenancy conditions set out your rights and responsibilities as a tenant of Stevenage Borough Council and our duties as your landlord.

These tenancy conditions form part of the tenancy agreement between you (the tenant) and us (Stevenage Borough Council). The tenancy agreement is a legally binding contract between you and the council. By signing the tenancy agreement you are agreeing to these conditions.

We have made it easy to read and understand but if there is anything you would like to discuss or have explained please let us know so that we can help you. You can also seek independent advice from a professional housing advisor, solicitor, the Citizens Advice or from other reputable agencies or organisations.

## Your landlord

Your landlord is Stevenage Borough Council.

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

Stevenage Borough Council  
Daneshill House  
Danestrete  
Stevenage  
Hertfordshire  
SG1 1HN

As your landlord, we must tell you about serving notices on you as the tenant. A notice can be anything from a letter to a formal legal document.

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 and conditions. 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.

If we plan any changes to these tenancy agreement and conditions we must first ask you for your views and if we decide to make any changes you will be informed 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

Please note that 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.

# Your rights about how we use, share and keep your information

## Your rights regarding your information

You have the right to request:

- access to personal information we hold
- having any incorrect information amended or removed
- having your information deleted, subject to certain restrictions that may prevent us from doing so

Further details about your rights and how we use your information are available on our website at

**[www.stevenage.gov.uk/about-the-council/access-to-information/200156](http://www.stevenage.gov.uk/about-the-council/access-to-information/200156)**

To request copies of your information,

please call us on **01438 242666**

or email: **[enquiries@stevenage.gov.uk](mailto:enquiries@stevenage.gov.uk)**

## Using your information

For the purpose of data protection laws, the Council is the 'data controller' and registered with the Information Commissioner's Office.

The information you have provided will be used in accordance with data protection laws and relevant legislation. We will use your information for the purposes of processing the tenancy agreement and managing the tenancy. We may share your information with other departments of the Council, and only where necessary for the purpose of meeting our legal obligations with the following third parties:

- Judicial agencies e.g. Courts
- Police
- Health agencies
- Education providers
- Other local authorities
- Immigration service
- Government departments e.g. HM Revenue & Customs (HMRC), Department for Work and Pensions (DWP), Department for Communities and Local Government (DCLG)
- Safeguarding boards
- Approved contractors providing housing services (e.g. plumbing, electricians, gas operatives etc.) and IT services
- Elected members & MPs (as your representative)
- Funding bodies
- Solicitors

## Sharing your information

We may disclose your information to third parties to comply with a legal obligation, or where permitted under data protection laws, such as for purpose of fraud and crime prevention, or for other lawful purposes.

Where we seek to disclose sensitive information, such as medical details to third parties, we will only do this with your prior consent, or where we are legally required.

We will not disclose your personal information to third parties for marketing purposes.

## How long we keep your information

We will endeavour to keep your information accurate and up-to-date and not keep it for longer than is necessary, in accordance with the Council's Retention policy.

To help us keep your information up-to-date please provide us with accurate information and tell us:

- as soon as possible about any changes to your personal information.
- You can update this yourself on your online customer account
- if you notice mistakes or inaccuracies in the information we have about you.

## Making a complaint

We will always try to help you with queries and respond appropriately to all requests regarding your information. However, if you are not satisfied with how we handle your request, please let us know to allow us to investigate.

If you are still not satisfied with the outcome of our investigation, you can complain to the Information Commissioner's Office at [ico.org.uk](https://ico.org.uk)

All documents and forms referred to in the Tenancy Conditions are available on the Stevenage Borough Council website.

## Glossary

Some of the terms that we use in these tenancy conditions are explained below.

**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 or Independent Living schemes, but the stairs and walkways in maisonettes and the shared alleyway paths to rear gates and front doors are also 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.

**Dangerous animals** – an animal that is not permitted under UK law, e.g. Pit Bull Terrier, Japanese Tosa.

**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.

**Home / Property** – 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 these conditions.

**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.

**Our** – Stevenage Borough Council

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

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

**Registered provider** – social housing provider, e.g. local authority or 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.

**Rent** – the sum of the net rent and charges, revised and changed from time to time, as set out in these conditions and in accordance with the law and service charging or other policy.

**Tenant** – the person(s) named in this tenancy agreement. If it is more than one person, ‘you’ and ‘your’ applies to each and every tenant equally.

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

**Us** – Stevenage Borough Council

**Vehicle** – a means of transport which can include a car, bus, lorry, motorcycle, moped, bicycle, boat, trailer, caravan, motor-home or mobility scooter.

**We** – Stevenage Borough Council

# 1 Your tenancy

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

Your tenancy includes the property and any:

- gardens, boundary fences, walls, hedges
- garage, stores, outhouses, sheds, extensions, greenhouses, lean-tos, hard standings or shared-access footpaths attached to or included within the boundary of the property.

## 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 property.

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

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

The secure tenancy will start on the date shown in the front of the agreement. You will not need to sign a new tenancy agreement.

If you do not 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 do not 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 property for as long as you want, unless there is a legal reason for us to repossess your property. These legal reasons are called 'Grounds for Possession' and are set out in legislation. For us either to gain possession of your property 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 and conditions of tenancy 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 property, takes part in anti-social behaviour, or threatens to do so or has used your property 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 conditions.

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 property
- continue to owe money for housing related charges or any other payment due under this agreement and conditions of tenancy when you move out.

### Your rights and responsibilities

- 1.1 We will treat you with courtesy and respect and expect you to conduct your business with our staff in the same manner.

- 1.2 As a tenant you have rights in law:
- if your relationship breaks down with your partner or spouse both parties may have the right to remain in the property. Further details of your rights are available from us, or you may obtain legal advice from an independent solicitor, housing adviser or the Citizens Advice.
  - to see certain information that we hold about you, but not information about other tenants.
  - to start and/or join a local tenants' or residents' group.
  - to choose a different landlord; this is called 'Tenants' Choice' and applies only in certain circumstances and according to certain rules and procedures. Please ask us for further details.
  - to the 'quiet enjoyment' of your property. Other residents also have the right to 'quiet enjoyment' of their properties.
  - to be consulted about important changes in our housing service. We will ask for your views about any changes to the tenancy agreement and conditions of tenancy or any of our housing plans if they substantially affect you, such as modernisation or improvement work that is planned for your property 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'.
  - to seek independent professional advice on any aspect of your tenancy, and to ask any person to act on your behalf regarding your tenancy. If you wish to have another person act on your behalf you will need to provide us with their details in writing. This is required to comply with data protection legislation.
- 1.3 You have other rights given and protected by law, as do we as your landlord. These are mentioned elsewhere in these conditions of tenancy .
- 1.4 If you are a secure tenant you also have the right to take in lodgers.
- A lodger is someone who pays rent to live with you but does not have exclusive right to any part of your property.
  - You must get our permission in advance and you are required to provide details of the person(s) that will be your lodger(s).

## 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 property and:

- behave responsibly and keep to the rules of these conditions of tenancy.
- use the property as your only or main property. If you don't, we will take action to end your tenancy.
- tell us in writing if you will be away from your property for more than 28 days so that we know that you have not abandoned it. You must let us have contact details of someone we can get in touch with in case of an emergency and they must have a key to your property.
- pay your rent on time.
- 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:

- allow your property to become overcrowded.
- tamper with gas or electricity supplies, meters or fittings.
- steal communal electricity or interfere with electricity paid for by neighbours.
- keep or store (even temporarily) mopeds, motorbikes, mobility scooters or electric wheelchairs inside your property, 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 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, and you do not have an allocated pod, you must obtain written permission from us before doing so.

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

- behave in an anti-social manner.
- cause a nuisance which includes behaviour that is:
  - harmful
  - offensive

- disagreeable
- or interferes with the quiet enjoyment of the property or the health of any visitor to your property or the communal areas.
- 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 property or possessions
  - causing damage to another person's property including 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.
- inflict or use mental, emotional, racist, sexual or domestic abuse toward other people or any member of staff employed by us, our agents or contractors. Examples include, but are not limited to:
  - race
  - religion
  - gender or gender preference
  - sexual orientation
  - marital status
  - pregnancy and maternity
  - age
  - disability.
- allow any illegal activity such as:
  - use, possess, manufacture, cultivate or sell illegal substances or drugs (e.g. cannabis)
  - 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 or fire 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 property or on roads within the locality of your property.
- 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 property 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 for possession of your property.

1.11 You agree to allow us access for:

- prospective tenants to view the property during the final 28 days before the expiry of any:
  - 'Notice of Intention to Terminate'
  - 'Notice of Intention to Seek Possession' served upon you.
- carrying out tenancy audits
- investigating allegations of illegal occupation
- dealing with complaints including responding to complaints about anti-social behaviour or neighbour disputes
- any other management purpose.

1.12 You agree that:

- we can enter your property (whether or not you have been away for 28 days or more) where it reasonably appears that you have abandoned your property.
- following an inspection of your property, if it still appears to us that you have abandoned it, we may:
  - change the locks
  - take any other appropriate steps to protect it
  - dispose of all property found in the premises.

- you will pay us for the reasonable cost of:
  - changing the locks
  - making the property safe
  - disposing of any rubbish or property found in the premises.
- you will accept liability towards any other person for the loss of any property belonging to such a person and disposed of by us following your abandonment of the premises.

1.13 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 these conditions of tenancy.

Examples of things that we may charge for include:

- putting right any work to your property 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 property and otherwise securing 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 property have damaged.
- clearing up or undertaking repairs required if you, any person living with you or anyone visiting your property damages our property.
- misuse of emergency alarm equipment.
- replacing missing or broken keys.
- tree and garden works and garden clearance.
- calling at your property for a pre-arranged appointment and you (or someone authorised to act for you) are not there.

## Other people in your property

1.14 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 for whom you must provide us with copies of their birth certificates.

1.15 We will not give permission if the additional person you want to become part of your household if it:

- would cause overcrowding in contravention of sections 324-328 and 330-331 of the Housing Act 1985
- is likely to cause a nuisance.

1.16 If you are a tenant living in specialist accommodation including an Independent Living property you must not sub-let your property 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 might be permitted to stay for up to 2 weeks.

### Tenancy agreements for anyone under 18

- 1.17 We will only give a tenancy agreement to someone under the age of 18 if a responsible person signs the agreement on their behalf as an authorised guardian or trustee. Until the tenant reaches the age of 18, the guardian or trustee accepts that:
- they take full responsibility for the tenancy agreement and conditions of tenancy
  - any notices or demands for payment served under the agreement and conditions of tenancy can be served on them.

### Making improvements to your property

- 1.18 If you are a secure tenant you have the right to make your own improvements such as installing central heating, a shower or gas fire. However, you must:
- get our written permission before doing any work of this kind.
  - make sure that any work is carried out by a competent person who must comply with all relevant rules and regulations.
  - supply us with certificates to prove the work (where appropriate) was carried out by a competent person.

You may need to apply for planning and building regulation approval first where applicable.

- 1.19 Following your own improvements you are responsible for the repair and maintenance of any:
- installations
  - appliances
  - materials
- 1.20 We have:
- the right to inspect any installation to ensure that it is safe.
  - a legal responsibility to check, service and maintain gas fires and heaters, pipe work and flues even if they have been fitted by you.
- 1.21 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

## Buying your property

- 1.22 The law says that certain secure tenants have the right to buy their properties if they have been tenants:
- of a Council
  - of any other public sector landlord (e.g. a housing association)
  - who have lived in armed forces accommodation.
- 1.23 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.
- 1.24 In some cases there is no right to buy. For example if your property has been adapted or specifically built for older or disabled people.
- 1.25 If you would like more details about your right to buy, please contact us at **homeownership@stevenage.gov.uk**

## Moving to another property

- 1.26 If you are secure tenant you have the right to swap (called an exchange) your property with another tenant of:
- ours
  - another Local Authority
  - a Registered Provider (RP)
- You must get our written permission first and the written agreement of any other landlord involved.
- 1.27 We will take legal action to take possession of your property if you:
- exchange without our written permission, you will not be able to return to your original property and will not be offered alternative housing.
  - offer or accept money or other financial incentives to exchange your property (even if we have approved the exchange).
- 1.28 In certain circumstances we may:
- not give permission
  - impose conditions on an exchange.
- 1.29 You have the right to apply for rehousing (although this does not guarantee that you will be rehoused) by:
- us
  - another Local Authority
  - a Registered Provider (RP)
- You will have to make an application in accordance with the rules of the landlord involved.

## Passing on your tenancy

- 1.30 If a secure tenant dies, the tenancy will automatically transfer to any remaining joint tenant. If you die and there is no remaining joint tenant, the tenancy can only be passed on once to your 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.

The statutory successor must have been living continuously in the property and been using the property as their main and principle 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).

- 1.31 If there is no rightful successor, the law requires us to serve a Notice to Quit on persons responsible for dealing with your property after death. These people are sometimes called your executors, administrators or personal representatives, who must act in accordance with the law and surrender your property to us.

- 1.32 Under certain circumstances, we will consider a request from someone else to succeed to a tenancy if a secure tenant dies. This is called a non-statutory succession.

- 1.33 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.

- 1.34 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 property more suitable to their needs. We also have the right to ask for possession if the property has special features adapted for a person with disabilities or the property is one of a group of properties held for persons with special needs

- 1.35 If you are secure tenant, in certain circumstances you may be able to assign (transfer) your tenancy to someone else - 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.

- 1.36 If you are a secure tenant, in certain circumstances you may be able to swap properties with another council or housing association tenant.

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

- 1.37 If a tenancy is left in a will, we have the right to take possession of the property if the person inheriting does not satisfy the criteria for succession.
- 1.38 If you would like information about passing on your tenancy to another person please contact us.

## Ending your tenancy

- 1.39 You, or if you are joint tenants, any one of you (unless the law provides otherwise), have the right to end your tenancy at any time.
- 1.40 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.
- 1.41 The termination form or letter must:
- give four weeks' notice which will take effect from the day that we receive your form
  - 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
- 1.42 You must give us four weeks' notice in writing and your tenancy can end on any day of the week. This is called the 'notice period', which is a legal requirement that also applies to anyone acting for you. If you do not give proper notice, your tenancy will not end.
- 1.43 Please note that if you do bring this tenancy to an end:
- the full rent will still be due during the notice period even if the tenant has died.
  - we do not have to offer you alternative accommodation.
  - the Termination notice will end the tenancy of any joint tenants.
  - you must not allow any person to remain living in the property when your tenancy ends. If you do, we will charge you for the property until the person moves out. You will also have to pay our legal costs of taking action to remove that person.
  - you must remove all rubbish from your garden, garden shed and any garage or storage space you have used.

## Checking your property

- 1.44 You must allow us access to check your property once we have received your notice to end your tenancy which will take place within the four week notice period.

## Returning your keys

- 1.45 The keys to and electronic fob keys (if provided) for the property must be returned to the council office no later than 12 noon the day after the tenancy ends (unless this is Saturday or Sunday, then these must be returned by Monday) If we do not receive your keys and fobs on time, you will continue to be responsible for paying the rent and charges for the property. You will also have to pay for any damage caused if you leave the property unsecured.

## Leaving your property

- 1.46 If you leave the property without telling us that you intended to end your tenancy, you will be responsible for the full rent due until the date the tenancy ends.
- 1.47 When you move out you must give us vacant possession of your property. This means that:
- no one else can be living there.
  - you must take all pets with you.
  - we will consider as abandoned any belongings left in the property on the date your tenancy ends and charge you the full cost of disposal including admin fees and VAT.
- 1.48 You must leave the property in a clean and tidy condition and in accordance with our leaving standards and conditions. 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.
  - the structure of the property and any fixtures and fittings must be left in a reasonable condition subject to 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.
- 1.49 If you remove any fittings that belong to you, you must:
- make good any damage caused (e.g. to the plasterwork).
  - replace any items that you remove with goods of a reasonable quality.
- 1.50 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.

## Leaving your property under exceptional circumstances

- 1.51 In certain circumstances such as a:
- long illness
  - lengthy stay in hospital
  - lengthy period of work abroad
- we may grant consent for you to leave your property unoccupied or looked after by another person.
- 1.52 Our housing staff will always give advice, but you have the right to seek independent advice from a solicitor, the Citizens Advice or from other reputable agencies or organisations.

## Flexicare schemes

- 1.53 These are Independent Living properties 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 the remaining person will need to move to alternative suitable accommodation based on their current needs.

## Money owed to you or us at the end of your tenancy

- 1.54 Within 28 days of your tenancy ending, we will let you know if there is any money that is still owed to us. For example, this could be for:
- rent
  - arrears
  - rechargeable works
  - other charges.
- 1.55 We will hold onto any rent credits or other amounts owed to you and offset these against any amounts owed to us at the end of your tenancy.
- 1.56 Once all sums owed have been settled we will send any remaining credit amount to you.

## If we have to repossess your property

- 1.57 We can apply to court for a possession order for the property, if:
- you, or anyone living with you or visiting you, do something that breaches the terms and conditions of the tenancy agreement and conditions of tenancy,
  - you have given false information in your housing application. In these cases we might not offer you another property.
- 1.58 This may result in you losing your right to live in your property and we will not

be under any duty to offer you alternative accommodation if a court grants us a possession order.

- 1.59 The grounds as to why we may repossess your property are defined by law.
- 1.60 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 property, and your property is now ready for you to move back into.
- 1.61 If we need you to move out of your property for such reasons, we will offer you a suitable property to move to.
- 1.62 If we want to repossess your property 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’
- which will explain why we have sent it to you. You have the right to request a review of these reasons.
- 1.63 If after serving the documents in 1.60 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 if you do not give up your property voluntarily.
- 1.64 You have the right to go to court and defend any possession action against you and we can only evict you with a Court Order if there are statutory grounds for repossessing your property.

### **Running a business from your property**

- 1.65 If you want to run a business from your property you should seek permission from us before doing so.
- 1.66 Permission, once given, can be withdrawn and could result in you losing your property if you run a business:

- that causes nuisance or annoyance.
- that damages the property or any emergency alarm equipment.
- breaches planning enforcement regulations by changing the use of the property from residential to commercial.

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

## Smoking

- 1.68 You, any person living with you or anyone visiting your property 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.
- 1.69 To help us undertake our obligations as set out in the tenancy agreement and these tenancy conditions 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.
- 1.70 You must ensure that you, anyone living with you or anyone visiting your property 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 property or communal part is smoke free prior to an arranged appointment.
- 1.71 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

### How we calculate the amount due

- 2.1 We calculate the rent and other charges due on each property for the next financial year and divide the total into:
- 50 equal payments if it is a 52 week year
  - 51 equal payments if it is a 53 week year.
- Two weeks each year are called 'catch-up' weeks, and we will tell you each year when they are.
- If your account is in arrears you must pay in the 'catch-up' weeks so that any outstanding amount can be reduced.
  - If you keep your rent up-to-date you will not be required to pay rent in the 'catch-up' weeks.
  - You can continue to pay in the 'catch-up' weeks and build up a credit on your rent account to use when you wish.
- 2.2 Your rent and any other charges may be increased or decreased annually (usually in April) or from time to time. We will write to you at least 4 weeks before any change.

### Paying your rent and other charges

- 2.3 Your tenancy is a weekly tenancy that runs from Monday to Sunday. This means that:
- you will owe rent from the first day of your tenancy start date.
  - your rent is due every Monday unless there is a rent catch-up week and you have no arrears.
- 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.

- 2.8 If you are joint tenants you are both responsible for the rent, arrears and other charges owed for your property. We can recover this from either or both of you even if one of you no longer lives in the property.
- 2.9 If one of the joint tenants has moved out without giving notice to us, all joint tenants, including those that have left or moved out and consider they no longer live in the property, will remain liable for the rent and other responsibilities of the tenancy until the correct notice or notices has or have been given to us on behalf of all tenants.
- 2.10 If any money is payable to you by us as compensation for damage to your property, or for property loss and disturbance, we reserve the right to pay some or all of that money into your rent account if you are in arrears or credit it against any housing related debt.

### **Water charge**

- 2.11 Your rent may include a charge for water rates which you must pay as part of your inclusive rent each week.

### **Ways to pay**

- 2.12 Our preferred method of payment is by direct debit.  
Other ways to pay are shown on our website at [www.stevenage.gov.uk/pay](http://www.stevenage.gov.uk/pay)

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

- 2.13 If you cannot pay your rent you should:
- in the first instance contact us as soon as possible.
  - make an offer to pay any arrears at an affordable rate and start paying immediately while waiting for financial assistance.
  - ask for advice from the Citizens Advice or from other reputable agencies or organisations.
  - 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 do not.
- 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.

### **Missing or late payment**

- 2.16 If you do not pay your rent or persistently pay it late, we may go to court to get legal permission to take possession of your property and seek a County Court Judgment for the rent and enforce it through the court.
- 2.17 We will send you reminders and / or warnings before we take any legal action for not paying.

### **Charging for additional services**

- 2.18 We have the right to provide additional services which you will have to pay for as part of your rent. These are called service charges.
- 2.19 We will:
- consult with tenants and tenant's groups before we introduce new charges that may apply to you.
  - contact you in writing at least 4 weeks before we introduce a new service charge.
- 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.
- 2.21 Service charges which are currently included within the rent may, in the future, be shown as a separate charge and will be based on the actual cost of the services shared between tenants.
- 2.22 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.
  - pay any such charge in advance on the Monday of each week with any rent that is due.
- 2.23 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.

### **Recovering our costs**

- 2.24 We reserve the right to charge you for letters we send or for visits we have to make if your account is in arrears.

## 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

3.1 We are responsible for the repair (and testing where applicable) of the structure and exterior of your property and for standard fittings which:

externally include the:

- roof, walls
- ceilings, floors, stairs
- window frames, external doors
- drains, gutters and outside pipes.

Internally include the:

- heating system
- bath, sinks, toilet
- kitchen units
- water pipes
- gas pipes
- electric wiring
- other fixtures.

3.2 When a property is empty we will check to make sure that it meets the lettable standard and if any major works are required they will be completed before the property is let. Some minor repairs may have to be carried out after you have moved in.

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

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.
- do certain small urgent repairs within a reasonable time as set out in government guidelines. This is called your Right to Repair and you may be able to get compensation if these repairs are not done on time.
- make sure that while repair work is being done that any disturbance is kept to a minimum.

- ensure that following any repair work the area is left clean but please note that we will not decorate any areas affected by the works.

## Your responsibilities

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

- carrying out minor repairs, maintaining and keeping your property secure.
- the filling of minor cracks in internal plasterwork including preparatory work for redecoration.
- decorating your property internally.
- keeping keys to your property in a safe place.
- changing locks when keys are lost.
- replacing lost or broken keys.
- replacing fuses.
- changing light bulbs.
- replacing toilet seats.
- keeping electrical installations working properly.
- replacing broken windows.
- replacing plugs and chains to sanitary ware.
- replacing clothes lines in your individual garden.
- keeping your property and any allocated gardens clean, tidy and free from vermin and pests.
- keeping communal areas free of litter, obstructions and hazards.

3.6 In addition to the scheduled cleaning, if you live in a block of flats you are also responsible for cleaning any communal areas including:

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

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

3.8 We recommend that you arrange adequate household contents insurance which should include cover against flood damage. Please note that we do not insure the contents of your property.

Call us if you would like:

- to arrange a property visit to check that all exposed pipes are lagged and that your loft has sufficient insulation
- free advice on how to reduce the risk of pipes freezing and bursting during spells of cold weather.

## Telling us when a repair is needed

- 3.9 You must report to us any disrepair or damage, including criminal damage, to your property 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 property
- You can do this reporting by telephone on 01438 242242 or by reporting your repair online at [www.stevenage.gov.uk](http://www.stevenage.gov.uk).
- If necessary, we will arrange an appointment with you to assess what needs to be done.
- If you are not happy about the repairs we say we will or will not carry out, you can make a complaint under our complaints procedure however, before you can complain or bring a claim for disrepair, you must ensure you do report your repair to ensure you have given us the opportunity to carry out the repair first of all.
- 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
- 3.12 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.
- 3.13 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 property.
- 3.14 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.

## Improvements, additions or structural alterations

- 3.15 You must get our written permission before you, anyone living with you or visiting your property, make improvements, additions, structural alterations to the property.
- 3.16 You may also be required and responsible for:
- getting necessary planning permission and / or building regulation approval before work starts
  - any costs associated with these works.

### 3 Repairs, improvements and major works

- 3.17 If you make an improvement, addition or a structural alteration to your property without getting our written permission first, we can, if necessary, tell you to:
- return your property to the way it was before
  - do works to a satisfactory standard or make your property safe and charge you for any associated costs.
- 3.18 You must not make any installations which are unsafe or dangerous to anyone.
- 3.19 If you have installed a pond during your tenancy you must fill it in before you move.
- 3.20 If you have made an improvement to your property, and the work meets 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.
- 3.21 You can ask us to take responsibility for repairing and maintaining any improvement you have made. If we agree, and the improvement significantly increases the value of your property, your rent may be increased to reflect the improvements – subject to government rules for rent restructuring.

#### **Laminate or hardwood flooring**

- 3.22 You must get written permission from us if you wish to install laminate or hardwood flooring to your property. You will be required to use noise insulating underlay.
- 3.23 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.
- 3.24 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.

#### **Major works and temporary accommodation**

- 3.25 If major works are needed to your property and it is not possible for you to stay in the property while the works take place:
- you will have to move
  - we will offer you a suitable alternative property which, depending on the circumstances, may be either temporary or permanent. This is called a decant.
- 3.26 If you are offered a temporary property during repair works, you must return to your original property when the repairs are completed. You must make sure that your temporary property is left clean and in a condition set out in the Lettable Standard.

## Allowing access

- 3.27 You are required to allow us access for the following purposes:
- To inspect the state of repair and condition of the property and garden, if any.
  - To carry out repairs or other necessary works such as alterations and improvements to the property, or to the block or estate of which the property forms a part, whether or not we have (or assumed) responsibility for such works.
  - To carry out repairs or other necessary works to common areas (such as stairs, lifts, fire doors, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) or neighbouring properties owned by us.
  - To carry out regular safety checks; including servicing of gas appliances, whether or not for the annual gas safety inspection, as we may be prosecuted if we do not do this.
  - 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.
  - For constructing, installing, inspecting, repairing, renewing, maintaining and removing pipes, conduits, wires and cables or to test and repair alarm equipment.
  - For the modernisation and upgrading of amenities and facilities, which is now standard in kitchens and bathrooms.
- 3.28 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. If you do not let us have access:
- you could be putting yourselves and your neighbours at risk.
  - we can take legal action to obtain a court order that will allow us to enter and you may have to pay the costs.
- 3.29 You may need to allow neighbours and anyone working for them to come into your property 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**

3.30 You must allow immediate access in emergencies such as gas, water or sewage leaks or where buildings or electrics are unsafe.

3.31 You agree that we can enter your property:

- to inspect the property and carry out any repairs required to deal with the emergency
- by force if there is a fire, flood or danger to Health and Safety
- without giving you written notice
- whether you are there or not.

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

## 4 Maintaining a pleasant neighbourhood

4.1 Each tenant has a responsibility to help maintain a pleasant neighbourhood.

### Common parts and areas

4.2 You must keep the common areas outside your property 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 property.
- 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 property 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 property 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 property 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 takes 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

- 4.6 If your property has a designated parking space, only you and your legitimate visitors can park there.
- 4.7 You must not rent or sell the parking space to anyone else.
- 4.8 If you have been provided with a parking permit, or permits, they are only for your use, or for visitors to your property, and must be returned to us when your tenancy ends. They must not be copied, sold or passed on to anyone else.
- 4.9 You, any person living with you or visiting your property 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 property or any communal parking areas.
- 4.11 You, any person living with you or visiting your property 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. This includes parking in a bay designated for blue badge holders without the required permit on display.

### 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.
- 4.14 You are responsible for maintenance of following items in your garden:
- shed
  - greenhouse
  - pond
  - water feature
  - or other structure
- 4.15 You may take on responsibility for cultivating an area adjoining your property by

obtaining from us:

- a Licence to Cultivate
- or appropriate consent.

4.16 You must get our written permission:

- to plant trees in your garden
- before removing any trees
- before removing any fencing.

We will only refuse permission if there is a good reason.

4.17 You are responsible for maintaining any trees or shrubs within your garden. They must be pruned and cut back so they do not overgrow, overhang pathways, neighbours' gardens or boundaries.

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.

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

4.19 We will maintain all the boundaries to your property. We are responsible for the repair or renewal of the fencing or other boundary markers but they will not be a like-for-like replacement. For further details of our fencing policy please contact us.

### **Ball games**

4.20 Playing ball games in the street or close to someone's property or vehicles can cause annoyance or nuisance to others. If this is persistent it will be investigated.

### **Flammable gasses or liquids**

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

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

This includes in your property 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.

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
- place non-recyclable materials in recycling bins
- place recyclable materials in non-recycling bins.

We may have to:

- clear your garden or property 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**

One single domestic pet is allowed without advance permission unless they prove to be a nuisance to staff and neighbours or breach any environmental protection laws. You must get our written permission first if you wish to have more than one domestic pet. We will need to consider the impact it could have on your property and neighbours. Our permission will not be unreasonably withheld, delayed or withdrawn by us. We reserve the right to withdraw our permission.

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

4.23 You, any person living with you or visiting your property 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 property must not:

- 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.

4.27 If you live in specialist accommodation such as Independent Living you will need to talk to us if you wish to keep a pet or animal. We will consider each case individually, based on your requirement and the nature of the scheme where you live.

4.28 We will ask you to remove an animal or withdraw our permission if we believe that any animal you keep is causing a nuisance or we believe it is unsuitable to be kept in the property. We will do this in writing giving our reasons and the date by which you must comply.

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

4.29 To protect you and other residents where appropriate we will investigate complaints of:

- nuisance and annoyance
- harassment
- anti-social behaviour
- criminal activity
- domestic abuse

Where serious problems are caused we may:

- ask an environmental health officer to help investigate any complaint.
- ask perpetrators to sign an acceptable behaviour contract.
- seek an injunction to protect you or any person making a complaint from violence or a serious threat of violence.
- in cases of domestic abuse, ask the court for an order to repossess the property to evict the violent tenant but not the victim, who may then be offered another property elsewhere.
- serious problems are caused by you or others we can take criminal or civil action which may lead to the repossession of their or your property.

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)
- ask the court for an order to repossess the property 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 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 property 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 property
- **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)**

 Stevenage Borough Council  
Daneshill House  
Danestrete  
Stevenage  
Hertfordshire  
SG1 1HN

 Email [csc@stevenage.gov.uk](mailto:csc@stevenage.gov.uk)

 Telephone 01438 242242  
Out of hours 01438 314963

 @StevenageBC

 @stevenageboroughcouncil