



South Derbyshire

District Council

Housing Services

Tenancy Agreement

- ◆ This tenancy agreement is a legal contract between you and South Derbyshire District Council. It sets out your rights and responsibilities as an introductory tenant and as a secure tenant. When you sign this tenancy agreement you agree to become a tenant of South Derbyshire District Council and keep to the standard terms and conditions. If you do not keep to them, we may take legal action to evict you from your home.
- ◆ Before you accept and sign for this tenancy please read the standard terms and conditions which you would have to keep to. Do not sign unless you are willing and able to keep to them.
- ◆ Section 1 of the tenancy agreement will tell you whether you are an introductory tenant or a secure tenant.
- ◆ If you are an introductory tenant your tenancy will automatically become a secure tenancy after one year, **unless you break any of the conditions of tenancy during the first year.**
- ◆ Most rights and responsibilities apply to both types of tenancy, but where there is a difference it is explained.

Definitions

In this agreement:

- we or us means South Derbyshire District Council
- you means the tenant or tenants
- tenancy means an introductory tenancy or a secure tenancy
- the rights and responsibilities in Section 3 of the tenancy agreement apply to an introductory tenancy as well as to a secure tenancy
- the property means the house, bungalow or flat let to you. It also includes any garage, outbuilding, fence or wall let with the property, but not a garage or garage site let to you separately. The boundaries of the property are the physical boundaries on the date we let the property to you.
- communal areas means areas shared by two or more tenants, such as stairwells and landings, parking and drying areas, corridors, grassed areas, paths and roads throughout the estate.

Section 2

If the property is let under an introductory tenancy you have the following rights:

Your introductory Tenancy

Introductory tenants have fewer rights than secure tenants and can be evicted more quickly and easily. If you break any of the conditions of your introductory tenancy, we may act to evict you at any time up to 12 months from when the tenancy begins. If this happens you will be able to:

- talk to your Tenant Liaison Officer about it
- put things right (for example, make a realistic arrangement to pay off rent arrears, or to stop behaviour which causes nuisance or annoyance to neighbours)
- ask for a review of the decision to serve you with a Notice of Termination. The next paragraph tells you how to do this.

Review

If you receive a Notice of Termination you have the right to ask for a review of our decision to evict you. You must do this by writing to us inside 14 days of being served with the notice. You can get more information from Housing Services.

Changing to a secure tenancy

After one year your introductory tenancy will normally change to secure tenancy, unless for example we have started action to bring your introductory tenancy to an end.

Section 3

Standard terms and conditions of the tenancy agreement

We have the right to seek to recover possession of your home if you break any of the conditions in the tenancy agreement. We can also seek to recover possession on any of the grounds set out in the 1985 Housing Act. We have to apply to the court for an order seeking possession. Before we can do this we must give you four weeks' written notice of what we intend to do.

Your duties to us and to your neighbours

1. Living in the property

- a) You must move into the property inside 28 days of the tenancy starting.
- b) You must use the property as your only or main home. You must use it as a private home only (that is, you may not run a business from it without our written permission).
- c) You must tell us if you will be away from the property for more than 28 days. We will then know you have not abandoned the property.
- d) If you are away from the property for more than 28 days without telling us we may take action to end your tenancy.

2. Rent

- a) You must pay the rent and other charges when they are due. We may change the rent by giving you four weeks' notice in writing and may change other charges by giving you such notice.
- b) Your rent is due fortnightly in advance. You may pay at any post office, at the Civic Offices, by direct debit or by standing order.
- c) You may be entitled to Housing Benefit. **If you want to claim**, you must fill in a Housing Benefit application form or a renewal application, and send all the information we need to assess your application. Send your application to Revenue Services, Civic Offices, Civic Way, Swadlincote, DE11 0AH.

3. Ending the tenancy

To end your tenancy, you must give us at least four weeks' notice in writing. The notice will end on a Monday at noon.

4. Assigning the tenancy

Secure tenants must get our written permission before trying to assign, transfer or exchange their tenancy. **Introductory tenants may not transfer or exchange their tenancy. They may only assign their tenancy by order of the court or to someone entitled to succeed the tenancy.**

5. Lodgers and sub-tenants

A lodger is someone who lives in your home and you also provide other services to, for example cooking and cleaning. A sub-tenant is someone who is renting part of your home from you.

If you are a secure tenant, you may take in lodgers and sub-tenants, but you:

- a) must get our written permission before subletting, or giving up possession of, part of the property. We will not refuse permission unreasonably.
- b) must give us the names of any lodgers you take in or sub-tenants
- c) are responsible for their actions and behaviour. You are responsible for removing them from the property, even if you have already left the property.

Introductory tenants must not take in lodgers or sub-tenants.

6. Behaviour of tenants

You, your partner or any other member of your household, including lodgers, sub-tenants and visitors to the property, must:

- a) not behave, in or around the property, in a way which causes or is likely to cause undue nuisance or annoyance to neighbours. This includes playing loud music or allowing a dog to bark loudly or for too long.
- b) not behave in a way which harasses, abuses or threatens your neighbours because of their colour, race, religion, nationality (including citizenship), ethnic or national origins or the state of their physical or mental health.
- c) have our permission in writing before carrying on any business from the property. **Introductory tenants may not carry on any business from the property.**
- d) not repair motor vehicles on the property, or on land belonging to the Council:
 - at unsocial hours; or
 - regularly; or
 - for financial gain.
- e) not make false or malicious complaints to us about the behaviour of any other tenant who lives near the property, including their family, or visitors.
- f) care for the property. You must not damage, deface or put graffiti on the property; and you must decorate the inside parts at regular intervals.
- g) care for the garden in a reasonable way and to a reasonable standard, including cutting back hedges regularly.
- h) not move or remove boundary hedges and fences without our written permission.
- i) not keep any animals or birds, except for up to one cat and dog on the property without first getting our written permission. If you live in a flat with a communal entrance you must not keep any animals or birds.
- j) Properly control and care for any pets that you are keeping with our permission.

You must:

- k) not abuse, physically, sexually, or mentally, your partner or any other member of your household including lodgers and visitors to the property. **(Introductory tenants may not take in lodgers or sub-tenants).**

7. Additions and alterations

Secure tenants must get our written permission **before** carrying out any improvements to the property, including altering or adding to it. You must **not** put up structures such as sheds, garages or pigeon lofts anywhere on the property without our written permission. We will not refuse permission unreasonably. You should keep receipts for any work carried out (see paragraph 21 below). **Introductory tenants** may not alter or add anything to the property, or put up structures such as sheds, garages or pigeon lofts anywhere on the property.

8. Access

We have the right to enter your property to carry out our duties, and to make sure you are keeping to your duties, under this agreement.

If we give you at least 24 hours' notice you must, at all reasonable times, allow us, our agents, our contractors, and any other service provider to enter any part of the property. You may accept a shorter period of notice if you wish. In an emergency, we do not have to give you any notice.

You will be breaking this tenancy agreement if you prevent access, or make access difficult, to any part of the property by:

- refusing permission; or
- blocking access by furniture, other possessions or stored items; or
- unhygienic conditions.

9. Communal Wiring

Some types of cables (for example, telephone, alarm systems, group television aerials) may be in the roof space of the property. If so, from time to time, you must allow our authorised agents and engineers access to service these installations. We will normally arrange this with you beforehand.

You will be breaking this tenancy agreement if, after we have written to you three times for permission, you prevent this access, or make it difficult, by:

- refusing permission; or
- blocking access by furniture, other possessions or stored items; or
- unhygienic conditions

10. Parking Vehicles

You must **not** park any motor vehicles or caravans:

- a) on grass verges
- b) in a way which blocks the access to a neighbouring property
- c) on the garden of the property, or
- d) on land that we maintain for public enjoyment, leisure or recreation, without our written permission.

11. Hardstandings and garage accesses

You must **not** begin any work on a new hardstanding or garage access without our written permission, and that of the County Council or other statutory authority. This includes dropping the kerb outside the property.

12. Damage to the property

- a) You must carry out repairs or replacements, to our reasonable satisfaction, needed because of any damage to the property (other than fair wear and tear). This applies whoever causes the damage, unless the Police are pursuing the matter as criminal damage.
- b) If we carry out this work for you, you must pay the whole cost of the repair, or replacement, arising from the damage.
- c) You must take all reasonable precautions to prevent damage to the property by fire, frost, burst water pipes or blocked drains.

13. Repairs and Renewals

- a) You must tell us about any repair or replacement, which is our responsibility. We are responsible for repairs and replacements to:
 - the structure and outside of the property, including outside doors and window frames
 - the services inside the property, including heating and hot water supply, and electrical services (but not fuses and plugs)
 - water and gas supply, sanitary fittings and drainage inside the boundary of the property (but not toilet seats; plugs and chains; seals around baths; wash hand basins and sinks; and blocks sinks, baths and wash basins)
 - those parts of the building shared with other tenants, including lifts, fire precautions and fire fighting equipment
 - fencing or hedging to the boundaries of the property for which we have responsibility. We will define these when the tenancy starts, and we may re-define them later by writing to you.
- b) You must keep the inside of the property decorated. This includes making good decorations after repairs. You must also keep in a reasonable condition any fencing or hedging to the boundaries of the property which you are responsible for. We will define these when the tenancy starts, and may re-define them later by writing to you.

- c) Unless you are 65 years or over, or are disabled, you are responsible for carrying out the following minor items of household repair or renewal (this list may be changed from time to time):
- flexible hoses and bayonet fittings to gas appliances
 - broken glass in windows and doors (where you need to use safety glass this should be laminated, and not toughened, and meet British Standards). (We will replace broken glass in double-glazed windows and doors **which we have installed**. If we do this we will charge you for the cost of making your home secure or of putting right any damage to the frame of the windows and doors.)
 - unblocking waste pipes
 - electric fuses
 - smoke alarm batteries
 - all door keys
 - garage door padlocks
 - all fixtures and fittings you have installed.
- d) If we have to carry out repairs and renewals that are your responsibility under paragraph 13(c), you must pay us all our costs.
- e) You must make sure that any electrical work is carried out by a NICEI registered electrician, and any gas work by an engineer registered with both CORGI and ACOP.

14. Aerials, Satellite dishes and other structures

- a) You must first get our written permission before you put up a radio, television or other aerial, satellite dish, shed, greenhouse, garage, or other structure on the property.
- b) Aerials and satellite dishes must be fixed in a proper manner to brickwork or gable walls in a way that causes the least damage to the brickwork or rendering.
- c) If your property has rendered walls, you must keep to the guidelines we send you when we give our written permission.
- d) The coaxial cable from the aerial should be run on the surface of the outside walls. Newer properties will have a coil of cable in the roof space to fix the aerial lead to. There will also be an aerial socket outlet in the living room.
- e) You must pay for putting right any damage caused by the installation of a television aerial/cable or a satellite dish.

15. Safety and security

- a) You must not tamper or interfere with equipment for the supply of services, or other security and safety equipment. Communal doors must not be jammed open. This also applies to anyone living with or visiting you.
- b) You must keep or use only the amount of bottled gas, paraffin, petrol, or other dangerous material that you reasonably need for normal domestic use. This applies in the property and in any communal areas, and to anyone living with or visiting you.
- c) You must not make, bring into or store in or around the property, anything which is dangerous to you or others, or which may cause or is likely to cause a nuisance to others.

Your rights and our duties to you

16. Your right to possession

We will not interfere with your right to possession of the property as long as:

- a) it does not go against our responsibility for making the best use of our housing stock
- b) you keep to your responsibilities under this tenancy agreement.

17. Repairs

We will keep the property in reasonable repair except for those items, which are your responsibility. In flats, we will maintain communal areas.

18. Consultation

We will consult you if you are likely to be affected by proposed changes in, or additions to, the way we manage our housing. We will only consult you in situations set out in the 1985 Housing Act. We will not consult you about changes to your rent or service charges.

19. Changes to these conditions of tenancy

We will change the conditions of this tenancy agreement **where they apply to secure tenants** by sending them a "Notice of Variation". We will first tell **secure tenants** about the effect of the change and take into account any comments we receive from them.

20. Tenants' Right to Repair

Section 96 of the 1985 Housing Act gives you the right to make certain repairs which are our responsibility. You may reclaim the whole, or a percentage of the costs. You can get details of the scheme from Housing Services, Civic Offices, Civic Way, Swadlincote.

21. Tenants' Right to Compensation for Improvements

Section 99 of the 1985 Housing Act gives you the right to claim compensation from the council for some improvements you have carried out to your home at your expense. If you qualify you may reclaim a percentage of what you paid. You should keep receipts for any improvement work you have carried out. These will help us to decide whether you qualify for compensation.

You can get details of the scheme from Housing Services, Civic Offices, Civic Way, Swadlincote.

If you have any questions about this tenancy agreement please contact Housing Services, Civic Offices, Civic Way, Swadlincote, DE11 0AH (telephone 01283 221000). Any notice served by you under this agreement may be sent by post or delivered to the Head of Housing at that address.