



# TENANCY AGREEMENT

**This is an important document**

**Please keep it in a safe place**

**NOVEMBER 1999**

**HOUSING DEPARTMENT**

## About your Tenancy Agreement

This booklet sets out the rules which form part of your Tenancy Agreement with the Council which both you as a Secure Tenant of your home and the Council as your Landlord must abide by.

When the rules use the words "your home" it means the property you live in and any garden let to you with the property. The words "common parts" and "communal areas" refer to the parts of a building or outside areas, the use of which you share with other people.

Please note that the Council **does not** insure the contents of your home and so you are advised to take out your own insurance to cover your belongings.

You will be able to keep your home for as long as you want, unless you break one of these rules or there is another legal reason for the Council to evict you.

Therefore it is very important that you read this booklet and understand what it all means. The information notes on the right hand side of each page are there to help explain some of the more complicated rules.

If there is any part of this Agreement you do not understand or would like to ask questions about, please contact your Housing Officer.

**The rest of your tenancy agreement is set out like this:-**

- 1. The Rent and your Tenancy**
- 2. Repairs and Maintenance of your Home**
- 3. Community Responsibilities**

# 1. THE RENT AND YOUR TENANCY

## INFORMATION NOTES

### THE COUNCIL'S RESPONSIBILITIES

#### Rent

1. The Council will decide the rent to be charged on your home each year and will notify you of the amount of rent you must pay. The Council must not increase or vary the rent in any way without first giving you four weeks written notice.

*This means the full rent of your home which may not necessarily be the same as the amount you actually pay because that may vary depending upon any housing benefit entitlement.*

#### Information about Changes

2. The Council is responsible for informing you of any significant proposed changes which might affect your tenancy.
3.
  - The Council will consult tenants and/or recognised tenant groups on changes to matters of housing management.
  - The Council is not legally obliged to consult tenants about the level of rent to be charged.

*This could be done by the Tenants Extra, the Tenants Panel or by individual letter whichever is the most appropriate.*

*Housing management matters includes the provision of services to tenants and improvement works carried out by the Council*

*The Council does however consult the Tenants Panel on proposed rent increases.*

#### Termination of Tenancy by the Council

4. If there is a reason for the Council to end your tenancy and take back your home it can only do so by following the proper legal procedures which are set out in the Housing Act 1985. The Council will inform you of its intention to end your tenancy and take back your home and the reasons why.

*You will normally be given the opportunity to put right any breach of this tenancy agreement or to make representations to the Borough Housing Officer before your tenancy is ended.*

**Service of Notices by the Council**

5. The Council must serve any notice on you or deliver any letter to you by leaving it at your home or handing it direct to you or by posting it in an envelope addressed to you at your home.

## INFORMATION NOTES

### THE TENANT'S RESPONSIBILITIES:

#### Payment of Rent

6.
  - You must pay your rent on time. Your rent is due every week, but you may pay it fortnightly or monthly in advance.
  - You must allow the Council's Auditor to inspect your current rent card upon receipt of a written request from the Council.

*The Council will inform you when the rent is due.*

#### Payment of Outgoings

7. You must pay to the Council or, if appropriate, direct to the supplier or other body or authority all outgoings, charges and taxes connected with the property.
8. You must pay to the Council any other amounts which you owe in connection with your tenancy of your home or any other Council property.

*This means charges such as electricity, gas, water, rates, telephone, etc.*

*An example of this kind of debt is where you have been charged for repairing damage to a Council property.*

#### Payment of Former Tenancy Debts

9. If you have previously been a tenant of this Council and there is a debt outstanding which relates to previous tenancy you must discharge the debt by making payments as agreed with your Housing Officer.

*This arrangement will be made with you at the start of your new tenancy.*

#### Occupation of your Home

10.
  - You must occupy your home as your only or principal home. If you are a joint tenant, one of you must occupy your home as your only or principal home;

*If you do not you will no longer be a secure tenant and the Council may then take back possession of your home after following the necessary legal procedures.*

- You must never sub-let or give up possession of the **whole** of your home.

### Lodgers, Sub-Letting and Assignment

- 11.
- You may take in lodgers without the permission of the Council but you must not have more than the permitted number of people occupying your home;
  - You must not sub-let or give up possession of **part** of your home without first obtaining written permission from the Council;
  - You are only entitled to assign your tenancy in the manner permitted under Sections 91 and 92 of the Housing Act 1985. Briefly this permits assignment to happen in certain circumstances which are:-
    - tenants have the right to exchange properties with the written consent of the Council;
    - or
    - a court order has been made;
    - or
    - a person would be qualified to succeed to the tenancy.

### INFORMATION NOTES

*If you do you will no longer be a secure tenant and the Council may then take possession of the property after following the necessary legal procedures.*

*See Rule 12.*

*Lodgers are people who you allow to stay with you in your home and where you also have general access to the rooms they use.*

*Sub-tenants are people who you allow to have the legal right to use and occupy part of your home and where you don't have the right of general access to those rooms. Permission may be given after your circumstances have been investigated by your Housing Officer. See Rule 10.*

*“Assign” means to transfer the right to your tenancy to somebody else.*

*More information about mutual exchanges (swapping your Council home for another) can be obtained from your Housing Officer.*

*This may happen in divorce proceedings, for example.*

*You should ask for further advice about this situation from your Housing Officer.*

## **INFORMATION NOTES**

### **People in the Property**

12. You must not allow more people to occupy the property than permitted by the Council.

*Please check with your Housing Officer who can inform you of the permitted number.*

### **Notice to End your Tenancy**

13. You must tell the Council in writing at least four weeks before you want to end your tenancy and give up your home. The four weeks (or longer) notice must end on a Monday and you must return your keys to the Council on that day. You may give longer than four weeks notice provided it still ends on a Monday.

*The written notice can be a letter to the Council and must be signed and dated and say when you wish to end your tenancy and leave your home. Please also let us know your forwarding address.*

### **Condition of your Home at the End of your Tenancy**

14. • When your tenancy ends you must leave your home and its fixtures and fittings in a good and clean condition (fair wear and tear excepted) and the garden in a tidy condition. You must also remove all your belongings and any rubbish and return your keys to the Council's area office before noon on the day the tenancy ends.

*See Rule 13.*

- If you:
  - leave your home in a poor state or condition (fair wear and tear excepted);
  - leave anything behind;
  - do not return your keys

you must pay the Council for the cost of reinstating the property

or

disposing of your belongings and any rubbish you have left behind;

*The Council reserves the right to treat any items left behind as abandoned property and to decide what to do with them.*

## **INFORMATION NOTES**

or

providing new keys.

### **Where to Serve Notices on the Council**

15. The Council is obliged by law to notify you of an address at which you may serve notices on the Council as your landlord. The address is Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR. All formal notices (for example notice to end your tenancy) must be sent or delivered to the Council at this address.

*See Rule 13.*



## 2. REPAIRS AND MAINTENANCE OF YOUR HOME

### THE COUNCIL'S RESPONSIBILITIES:

#### Repairs Carried out by the Council

16. The Council must carry out the repairs and maintenance which it is required to do by law. Below is a general description of these items:

The Council must:

- Maintain the structure, exterior and common parts of the property in sound repair including drains, gutters and external pipes.
- Keep in repair and proper working order:
  - the installations for the supply of water, gas, electricity & sanitation;
  - the installations for space heating and heating water where these have been provided by the Council;
  - the lift service and other communal amenities where these are provided.
- Decorate the exterior of the property and common parts periodically.
- Maintain the structure and exterior of any additions and/or improvements you have made and keep in repair any installations you have made to or at your home but only if the Council has agreed in writing to do so.

17. The Council will usually carry out more repairs than the legal minimum requirement and reserves the right to amend the list of repair items which it will undertake over and above the legal requirement.

#### INFORMATION NOTES

*Detailed information is available in the Repairs Information leaflet in your Information Pack.*

*Property in this section means the building you are living in.*

*See Rule 31.*

*See Repairs Information leaflet.*

## **THE TENANT'S RESPONSIBILITIES:**

### **Notification to Council of Repairs Needed**

18. You are responsible for telling the Council as soon as possible if any repair to your home is needed which is the Council's responsibility.

*Please check with your Housing Officer if you are unsure about who is responsible for the repair.*

### **Damage to Property**

19. You must not directly or indirectly cause or permit (whether deliberately, negligently or otherwise) any damage or destruction to any part of your home or any common parts or shared facilities including the structure, exterior, any walls, fixtures or fittings, drains pipes or appliances and you must ensure that none of your visitors or anyone living with you cause or permit any such damage or destruction. You must pay for the cost of any repairs, replacements or restoration which the Council considers it is necessary to do as a result of any damage or destruction caused or permitted for whatever reason by you or your visitors or anyone living with you.

*You must ensure that you do not cause or allow any damage either to your own home or to any shared parts or facilities, as a result of a deliberate act or negligence. For example, you must not dispose of anything which may block the shared drains of a neighbouring property. You are responsible for the behaviour of your household and visitors and must pay for any damage caused.*

### **Repairs and Decoration**

20. You must keep the inside of your home, including the fixtures and fittings in good and clean condition and well decorated and properly carried out all repairs except those for which the Council is responsible.

*Repairs which are your responsibility are listed in the Repairs Information Leaflet.*

### **Improvements, Alterations and Additions to the Property**

21. • You must obtain the Council's written consent as Landlord before making any structural or non-structural improvements, alterations or additions to your home. If consent is granted but is subject to particular conditions you must comply with them.

*Please note that you may require planning permission and/or Building Regulation approval for any works. You must obtain these entirely separately.*

## INFORMATION NOTES

- If you carry out any improvements, alterations or additions without the Council's prior consent you must at your own expense restore your home to its former state and condition if required to do so by the Council.
- If it is necessary for the Council to carry out any remedial or other works to your home as a result of any improvements, alterations or additions which you have carried out you must pay the Council the cost of the works.

### Aerials

- You must not erect any aerial or satellite dish without the Council's written consent as Landlord.

*This does not apply to television aerials. You must obtain any other permissions or consents required separately.*

### Sheds, Outhouses, etc.

- You must not erect any tool house, shed, greenhouse, fowl house, hardstanding or garage at your home without the Council's written consent as landlord.

*You must obtain any other permissions or consents separately.*

## **Access to the Property**

22. • You must allow Council Officers, Contractors or other authorised representatives to enter and inspect, maintain, service, repair, alter or improve your home or any of its fixtures fittings installations services or facilities (for which the Council is responsible) as required by the Council.

*Normally, you will be given at least 24 hours notice except in cases of emergency. You should always ask any Council representative to produce official identification before permitting entry to your property and if you are uncertain as to any persons identity you should telephone your Housing Officer for confirmation;*

- You must allow your neighbours to enter external areas only of your home by prior appointment where access is necessary and is reasonably required to carry out repairs or improvements to or clean external parts of their own properties. In the event of any dispute over this, the Council will decide if the request for access is reasonable.

#### **INFORMATION NOTES**

*This does not mean that your neighbours have the right to enter the inside of your home or to use any of your services such as water or electricity*

## 3. COMMUNITY RESPONSIBILITIES

### THE COUNCIL'S RESPONSIBILITIES:

#### Communal Areas of Land

23. The Council is responsible for looking after the communal areas of land on housing estates and play areas.

#### Trees

24. The Council is responsible for the maintenance of trees in communal areas of land and may decide to take responsibility for trees within your garden.

#### INFORMATION NOTES

*This work is managed by the Environment and Leisure Department who you should contact if you have any queries.*

*See Rule 31.*

## **THE TENANT'S RESPONSIBILITIES:**

### **Anti-Social Behaviour at your Home or In your Community**

25. • You are responsible for any nuisance, annoyance, disturbance or other anti-social behaviour caused, permitted or carried out at your home or in the locality by yourself or any persons living in or visiting your home.
- Neither you nor anyone living or staying in or visiting your home must cause or permit or carry out:-
    - nuisance to your neighbours or other persons living in or visiting the locality. Nuisance includes the playing of loud music, door slamming, shouting, badly behaved pets or animals or other noise which causes a disturbance to anyone else;
    - damage to any property including your home or any shared areas or elsewhere in the locality;
    - offensive or abusive behaviour language or gestures to any Council Members or Officers or contractors employed by the Council either at the property or in any of Council's premises or offices or elsewhere in the locality;
    - any other form of nuisance, annoyance, disturbance or other anti-social behaviour including physical violence or racial or other harassment or any other offensive or abusive behaviour, language or gestures or threats to neighbours or anyone else living in or visiting the locality.

*See Rule 19.*

- any illegal or criminal activity in your home or in the locality

### **Drugs or Other Illegal Use of your Home**

26. You must not use your home or permit it to be used for selling or using drugs or for any other illegal or immoral purposes or activity.

### **Rubbish**

- 27.
- You must keep your home, including any garden and pathways, free from rubbish and in a tidy condition.
  - You must not dump or leave rubbish, litter or other items on any communal area either inside the building or on an outside area.

### **Pets**

- 28.
- You must not keep at your home any animal, bird, reptile or other pet or livestock if the property you live in is a flat, maisonette, bedsitter or studio, without first obtaining the Council's written consent as Landlord and obtaining any necessary pet licence.
  - Any pets in your home must be kept clean, quiet and under control.
  - You must remove from your home, whatever type of dwelling, any bird, reptile, or other pet or livestock if you are instructed to do so by the Council.

*This will usually only happen if the Council is satisfied the pet/pets is or are causing a nuisance to anyone.*

### **Parking**

- 29.
- You must not park or permit to be parked any vehicle on any Council-owned communal area unless it is a designated parking area.

## **INFORMATION NOTES**

- You must not abandon or permit to be abandoned any vehicle on any Council-owned designated parking area.
- You must not carry out any vehicle repairs in such a way as to cause nuisance to neighbours or anyone in the locality.
- You must not park or leave a motor vehicle, caravan, boat, trailer or other vehicle or large object anywhere at your home except in a garage or on a hardstanding with an access as authorised by Surrey County Council.
- You must not park or leave any motor vehicle, caravan, boat, skip, trailer or other vehicle or object on any Council property in such a way as to cause a nuisance obstruction or inconvenience to neighbours or the Council and you must remove any such vehicle or object if requested in writing by the Council.
- You must pay for the cost of any cleaning up of oil or debris or the removal of vehicles or other objects the Council considers necessary caused by yourself or anyone living with you or visiting you.

*The Council will arrange for any vehicles left in this way to be removed and scrapped and you will be recharged the cost of doing this.*

*This is of particular concern to the Council on estates where parking is limited and parking spaces are being used by stationary vehicles or other items such as trailers or caravans. Any vehicle or other object deemed to be an obstruction or a nuisance in this way will be removed and may be scrapped if the owner fails to comply with the Council's written request to remove it.*

*If you are uncertain if any land is Council property you should ask the Council for clarification.*



## INFORMATION NOTES

### **Businesses or Trade**

- 30.
- You must not carry on nor allow to be carried on any business or trade by yourself or any other person in any Council-owned garage, parking area or shared or communal area.
  - You must not carry on nor allow to be carried on any business or trade in your home by yourself or anyone else without first obtaining the Council's written consent as Landlord and all other necessary consents such as planning permission or any licences.
  - You must not allow any business or trade for which you have been given consent by the Council to carry on in your home, to cause any nuisance, annoyance or inconvenience to your neighbours or anyone in the locality.
  - If the Council notifies you in writing to stop carrying on a business or trade at your home you must comply with such requirement.

### **Gardens, Trees, Fences and Walls**

- 31.
- You are responsible for keeping your garden under control and for not allowing it to become overgrown.
  - Hedges and shrubs must be trimmed, especially when next to a footpath or road which is used by members of the public.

*Landlord's consent will normally be given if the business or trade does not interfere with the property or cause a nuisance to anyone in the locality and if you have obtained all other consents required. If other necessary consents such as planning permission or any licences are refused, Landlord's consent will not be given. Please check with your Housing Officer for advice.*

*If complaints are made and substantiated consent will be withdrawn.*

## **INFORMATION NOTES**

- You must not plant any trees in your garden without the Council's written consent as Landlord.
- You must not cut down, prune, treat in any way or remove any trees, hedges, fences or walls without the Council's written consent as Landlord.
- You must inform the Council if the condition of a tree or trees causes you reason for concern.

*This includes works or activities which may damage bark or roots of trees and hedges, such as; bonfires, storage of materials which are harmful, digging or constructing patios or garden walls. If unsure, contact your Housing Officer.*

### **Inflammable or other Dangerous Items**

32. You must not store or allow to be stored in any part of your home, including the garden, loft area or communal areas any inflammable or dangerous materials or equipment.
33. You must not inflict domestic violence or threaten violence against your partner, your children, your partner's children or any other person living at your home. If you do and your partner leaves your home because of the violence and does not intend to return, we have the right to apply to the Court for repossession.

*Examples of such items are propane gas cylinders and oxy-acetylene cylinders.*