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**WAVERLEY BOROUGH COUNCIL SECURE TENANCY
AGREEMENT****Contents:**

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PART 1 - DEFINITIONS

This Part explains what some of the words and expressions in this document mean.

Animal/Pet

Any animal or pet including birds, insects, reptiles, spiders, fish

Anti-Social Behaviour

Anti-social behaviour is any act, or failure to do something, which causes, or is likely to cause nuisance, harassment, alarm or distress or which interferes with the lawful rights, peace, comfort or convenience of other people living, working or visiting in the local area or obstructs the Landlord's ability to carry out normal housing management activities. Nuisance includes behaviour that is continual, harmful to the health and welfare of others, offensive, abusive or annoying. Examples of this would be the playing of loud amplified music; continual loud arguments or shouting; physical or verbal abuse to others; criminal damage to property; dangerous driving; visitors to your home who cause a disruption to others; door slamming; uncontrolled barking dogs. This behaviour can result in legal action being taken by the Council and such behaviour may be reported to the Police or other Agencies.

Acceptable Behaviour Contract

An Acceptable Behaviour Contract (ABC) is a voluntary written agreement between a person who may have been involved in anti-social behaviour and one or more local agencies whose role it is to prevent such behaviour (e.g. police and housing). ABCs are most commonly used for young people but may also be used for adults.

Assignment

To assign your tenancy is to transfer it to someone else.

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Communal Areas

Includes stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas in the locality around the property.

Curtilage

The enclosed area or the boundary of the land around your home that you are able to use as part of your tenancy.

Demotion of Tenancy

A secure tenancy which has been demoted following a Court Order as a result of anti-social behaviour with loss of rights including Right to Buy and Right to Exchange.

Emergency Services

The police, the fire brigade and the ambulance service.

Exchange

To swap your home with another tenant with permission from the Council.

Fixtures and Fittings

These items include kitchen units, bathrooms and sanitary ware, plumbing systems, electrical circuits, sockets, switches, lamp holders, doors and locks, window and door glass.

Flat

A home which forms part of a larger building:

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and any piece of land belonging only to the property and forming part of your tenancy.

Improvement

Any beneficial change to the property other than decoration.

Joint Tenants

Joint tenants are all and jointly and each individually responsible for all the rent and charges. That means if one joint tenant leaves we can collect all the rent, charges and any arrears from the remaining tenant. Either joint tenant can give notice to end the tenancy. The other joint tenant would then have to leave unless we decided they could stay. We will not end a joint tenancy or make changes to a tenancy without trying to contact both tenants.

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Jointly and Severally

Any one or all of the joint tenants individually are responsible for the rent and all the other charges.

Landlord

Us, Waverley Borough Council.

Livestock

Livestock includes chickens, ducks, pigeons, pigs, goats, sheep and horses and other similar animals.

Local area

The whole of the estate or area the property is in, including privately-owned or housing association properties.

Lodger

A person who you allow to pay you money to let them live in a bedroom of their own in the property.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, tenants of other Landlords and their families and visitors.

Notices

Formal notice in writing (which could be in the form of a letter) from the Landlord to the Tenant or the Tenant to the Landlord, for example Notice of Seeking Possession, Termination of Tenancy or applying for the Right to Buy.

Partner

A husband, wife or someone who lives with you as husband or wife, a civil partner or someone you have a relationship with who is the same sex as you.

Permitted Number

The maximum number of people allowed by overcrowding legislation to live in your home

Possession

The right to occupy the home.

Possession Order

An Order the Court gives to the Landlord that gives possession of the home back to the Landlord.

Property or Your Home

The property you live in including any garden but not including any shared areas.

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Relative

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children.

Rent

Payment made by a tenant to the Landlord for occupation of and services to a property. The rent may also include or have additional charges that must be paid.

Service charges

Payment made by a tenant to the Landlord for additional services provided by the Landlord that are not included within the rent.

Secure tenant

A secure tenant is a tenant of a Local Authority who is entitled to legal rights under the Housing Act 1985. Many of those rights are set out in this Agreement.

Shared areas

The parts of the building which all tenants have the right to use in connection with their property, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sublet

Give another person the exclusive right to live in part of or the whole of the property.

Succession

Passing on the tenancy to someone who has the right to it by law after the first tenant has died.

Tenant

You, the person who signs the tenancy agreement.

Vehicle

A car, bus, lorry, motorbike, bike, boat, trailer, caravan or similar.

Visitor

Means people not living with you but who come to see you at your home or who might be visiting your neighbours or passing through the local area.

We, us, our or the Council

Waverley Borough Council

Written permission

A letter from us giving you permission to do certain things that may also contain conditions.

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You or The Tenant

Everyone who signs the tenancy agreement. Joint tenants are equally responsible both individually and together to carry out the tenancy obligations.

PART 2 - TENANCY AGREEMENT

This Part is the contract between you and the Council that you have to sign before you can have the tenancy.

Tenancy Agreement

By signing this agreement you are agreeing to become our tenant and to abide by these conditions. You are entering into a legal contract with us. You will be able to keep your home for as long as you want, unless you break one of the terms of your Tenancy Agreement or there is another legal reason for us to evict you. It is very important that you read this Tenancy Agreement and the Conditions of the Tenancy and understand what it all means. If there is anything you do not understand or would like to ask questions about please contact your Housing Management Officer.

THIS TENANCY AGREEMENT IS A LEGAL CONTRACT BETWEEN:

Landlord's Name and Address:

Waverley Borough Council of The Burys, Godalming, Surrey GU7 1HR
and

Tenants' Name/s:

And

And

Other members of the household who are not tenants:

Names:

Dates of Birth:

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Address of Property:

Description of your home:

- Type:
- Number of Bedrooms:
- Garden: Yes No
- Shared Areas:
- Date Tenancy starts:
- Permitted Number:

The current weekly payments for your home including any charge for services provided under this tenancy at the start of this tenancy are:

Rent	£	Per week
Service Charge/s	£	Per week
	£	Per week
	£	Per week
Supporting People Charge	£	Per week
Rent Arrears of £ Payable at	£	Per week
Total payments	£	Per week

Rent is due in advance and payable on Monday each week but we may agree alternative payment dates.

Services Provided with this Tenancy

The weekly service charge for sheltered units.	
The weekly cleaning charge for the external communal areas for flats in blocks.	
Heating charges for properties that are served by a communal boiler/meter.	
The weekly Supporting People charges for sheltered	

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units.	
The weekly charge for the basic Careline service (Council Tenants only)	
The weekly charge for the Enhanced Careline service	

Home Insurance

We insure the building only, including any fixtures and fittings that we have provided. This is called Buildings Insurance. The Council is not responsible for insuring your furnishings and personal possessions. **This is your responsibility and you will need to have your own Contents Insurance cover.**

I/We agree to abide by all the terms and conditions of this Agreement and to pay the total weekly charges on the payment dates agreed with the Landlord.

Signed:

Tenant/s Name:

And

And

Date:

PART 3 - CONDITIONS OF THE TENANCY

YOUR TENANCY

Your tenancy agreement is a legally binding contract between you and Waverley Borough Council. It sets out the rights and responsibilities of both of us. Your tenancy starts on the date set out in your Tenancy Agreement. It continues from week to week until you or we end it.

As a secure tenant you have rights and responsibilities. Some of these are set by law. Depending on your situation, you have the right to:

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- pass on your tenancy when you die. More details about Succession is at the end of this Agreement
- exchange your home with another tenant with the Council's written consent
- buy your home if you qualify to do so
- do certain repairs to your home if we fail to do so within the legal time limits (Please see your Tenants Handbook – the Right to Repair)
- compensation for some types of improvements you have carried out to your home if we have given our written permission for them
- be consulted on matters of housing management and to make your views known but this does not apply to increases in rent
- take in lodgers as long as the property does not become overcrowded

You also have the right to receive:

- information from us about the management of your home such as the terms of this tenancy; rent and service charges; our repair and maintenance duties; our policies and procedures and our performance.

Joint Tenants

If you are a joint tenant, you have the same rights and obligations as the other joint tenant or tenants. Your rights and responsibilities cannot be split or shared between you. If one of you breaks the tenancy agreement it affects all the joint tenants. If one joint tenant gives notice to end the tenancy, it ends the whole tenancy for all of you.

Assignment

You agree that you will only assign your tenancy if

- (a) a court order is made and the tenancy has to be assigned, or
- (b) you are exchanging the property as set out in Sections 91 and 92 of the Housing Act 1985 and have our written consent to the exchange, or
- (c) you are assigning the tenancy to someone that would have been qualified under the Housing Act 1985 to succeed to the tenancy if you had died. You do not have the right to assign your tenancy otherwise. You must apply for permission to assign your tenancy in writing.

People in the Property

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You must not allow more than the number of persons shown on page... to live in the property.

Ending your Tenancy by a Court Order

The Council has the right to pursue the appropriate legal remedies if there are any breaches of the Tenancy Agreement and this may result in you having to give up your home. We can take back your home only if we get a Possession Order from the Court. The reasons we can get this type of order are set by law in the Housing Act 1985 and are shown at the end of this Agreement. A Notice of Seeking Possession will need to be served on you or the property before any legal action can begin to end your tenancy. The Council will also seek to recover the cost of taking legal action against you.

As long as you pay your rent and keep to your Tenancy Agreement and these Conditions, we will not normally ask the court for a Possession Order.

However there are a few examples of situations when we would have to take court action, even if you were keeping to the tenancy agreement. These include:

- we need to move you to redevelop your home and you refuse to move
- your home becomes unsafe because of major repairs needed and you refuse to move out so that we can do the repairs
- if you have or acquire another home so that your home under the tenancy with Waverley is not your only or main home, you may stop being a secure tenant and we can ask the court for a Possession Order so we can evict you.
- the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.

Notices to You

We will deliver all letters and notices to you by hand, or send them by post to your last known address which will be considered to be the property to which this agreement refers unless you tell us your forwarding address.

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Unless you can prove otherwise, we will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand. Any notice required to be served by virtue of common law or statute shall be considered to be validly served upon you if delivered or sent to your last known address.

Notices from You

The Council is obliged to tell you of an address at which you may formally serve notices on the Council as your Landlord. This address is Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR.

Access to information

We will let you see the information we keep on file about you or your home if you ask to see it. You may usually only see information about other people at your home with their permission. Your access to this information will be subject to current rules under The Freedom of Information Act 2000 and the Data Protection Act 1998. Information will be made available at reasonable times. Charges may apply for copies of any documents.

Data Protection

By signing this agreement you agree that we may use any information you have provided to us about yourself for housing management purposes in connection with this tenancy. You authorise the Housing Benefit Service of the Council or other relevant agency to provide us with information we request about you in connection with your tenancy.

Amendments to Legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this Agreement and any later amendment or re-enactment of it.

Rights of Third Parties

You and we agree that except in relation to Section 6 Clause 9-11 (succession) and Section 3 Clause 12 (assignment), the provisions of

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the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. This means that apart from the succession and assignment provisions none of the terms of this agreement can be legally enforced by any other person.

Altering the Agreement

Except for any changes in Rent or Service Charges or where permitted under legislation (including future legislation), the Tenancy Agreement may be altered only with the written consent of both you and us or where another Order is granted by the Courts. For example you may become a Demoted Tenant by virtue of a Court Order and will be issued with a new Demoted Tenancy Agreement. The Council has the legal right to change the Conditions of Tenancy for all its tenants after consultation.

Consultation

We will consult with you about important changes in the management of your home. When we have finished a tenant consultation exercise, we will make the results available.

Complaints

We operate a complaints procedure in accordance with current regulations and the Council's corporate complaints procedure. We can provide you with details of the scheme on request.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Local Government Ombudsman but you must go through our complaints procedure first.

RENT, OTHER CHARGES AND OUTGOINGS

Rent

You must pay the rent and all other charges for the property on time as you have agreed. Rent and other charges are added to your account each week.

If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges for the property when they are due. We

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can recover all rent arrears and any other charges owed for your home from any individual joint tenant. For, example if one joint tenant leaves, the remaining joint tenant or tenants is/ are responsible for any rent still owed.

Changes to the Rent

We may change your rent at any time. We will tell you of any change in rent at least four weeks before the change.

If you receive Housing Benefit and any changes to your circumstances occur, you must contact the Housing Benefit Service immediately as these changes may affect your benefit entitlement.

Payment of Rent Arrears

If you do not pay your rent and any arrears we have the right to take court action to get possession of your property which may result in you losing your home. We will charge you for the costs of taking you to court.

When your tenancy ends you must pay us any rent, charges or costs that you owe immediately. You agree that we may deduct any money you owe us from any money we owe you - this includes any housing benefit overpayment.

You must pay to the council any other amounts you owe in connection with your tenancy of your home or any other Council property.

If you have previously been a tenant of this council and there is a debt outstanding from your previous tenancy you must pay this debt by making payments as agreed with your housing officer.

Service Charges

You will pay a service charge for the services we provide as listed on page...

Changes to the Service Charges

We may after consulting the tenants affected introduce new services, remove services or make changes to the services listed on page...

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These changes would be reflected in the service charge you pay and we can change the service charges by giving you at least four weeks' notice in writing.

We may also increase your service charge at the same time as the rent is changed using the same notice procedure as set out in clauses and.... of your Tenancy Agreement.

Supporting People Charge

A Supporting People charge may apply if you are:

- a tenant of sheltered housing or
- connected to an alarm service or
- receive other support services that help you stay in your home.

If a supporting people charge for Supporting People services is shown on page.... of this Tenancy Agreement these services may include the provision of general counseling and support in relation to all or any of the following:

- Maintaining the security of your home
- Maintaining the safety of your home
- Standard of conduct required
- Maintaining your home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare; and
- Other support services (excluding personal care)

You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

Changes to the Supporting People Charge

We may change the support and counseling charges at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. Any annual increase to the Supporting People Charge will be made in accordance with the levels set by the Supporting People Administering Authority (Social Services).

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Changing Who Provides the Supporting People Service

The Administering Authority for the Supporting People Grant carry out an independent review of the Supporting People Services provided by us from time to time. They may decide that they will no longer make payments of the Supporting People Grant to us. If this happens, we may, after consulting with you, cease to provide the Supporting People Services. We will take every reasonable step to ensure a smooth transition to enable any alternative external provider to continue to provide the Supporting People Housing Services you currently receive (where applicable). You will be required to enter into a Supported Housing Services Agreement with new provider. This will give details of the services and the service provider and you will pay for the support as detailed in that Agreement. This payment is on top of any rent and other types of service charge which are payable to the Council in accordance with this Agreement.

Outgoings

You agree to pay to us, if the Council has arranged to collect the charge on behalf of the supplier/other body/authority, or direct to the supplier/other body/authority, all outgoings, charges and taxes applying to your home including water charges, gas, electric and other costs whether metered or billed.

USE OF YOUR HOME

You agree to take possession of your home and take responsibility for being the tenant at the start of the tenancy.

We will hold you responsible if anyone who lives with you or visits your home, including children, breaks any Condition of your Tenancy.

You must use the property as your only or principal home. You must tell us immediately if you become the owner, leaseholder, or tenant of another property.

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You must inform us, in writing and if possible in advance, if you are or expect to be away from your home for 28 days or more. Also you must notify us of your return to your home after this period.

You must write to us every time there are any changes to who is living in the property telling us who is now living in your home.

You have the right to take in lodgers under Section 93 of the Housing Act 1985 but not if it makes it overcrowded. If you are receiving Housing Benefit you must tell the Housing Benefits Service about the lodgers because it might affect your housing benefit entitlement. You also have the right to sublet part of your home but only if this does not cause overcrowding and you must obtain our permission in writing first. You do not have the right to sublet or give up possession to someone else the whole of your home. If you do you will no longer be a secure tenant of your home and the Council will be able to repossess your home by applying for a Possession Order.

You and any other person, including children living in the property must keep your home, and garden if there is one, and communal areas clean and tidy, free from rubbish, vermin and pests. If you fail to do so we will undertake the work and charge you the cost of doing it.

As the tenant, you take responsibility for the activities of your household members and anyone you allow into your home. You, your friends and relatives and any other person living in or visiting the property, including children must not:

- use the property other than as a private home
- run a business from your home without our written permission. If we give permission and your business disturbs your neighbours or might cause damage to your home we will withdraw our permission. You will then have to stop using your home for the business.
- use your property for any illegal or immoral purposes which includes drugs and prostitution.
- give permission for anyone you don't know into the shared communal areas

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- place anything on a window ledge or balcony, which could be a danger to anyone living in the property or in the local area
- throw anything through the windows of the property or off balconies
- store inflammable or other dangerous items, for example unlawful weapons or gas, in the property or in the garden or in any council owned garage
- leave used needles or syringes in areas where people in the local area may come into contact with them – you must dispose of these safely
- withhold information from the Police about any burglary or damage caused by any criminal act at the property without good reason. You must not delay telling your housing office about any damage to the property
- place or leave any items in communal areas (e.g. hallways, landings, or stairwells)
- Store any belongings in the loft space. You will be responsible for any damage or injury that you cause by going into the loft space.

Access to your home

You must allow unrestricted access to the Council's staff, contractors or agents to enter the property at any time for the purpose of inspection, maintenance, and/or repair. A minimum of 24 hours' notice will normally be given, but in the case of emergency, action may be taken to enter your home. An emergency is where we consider there is a risk of damage to the property or to other properties, or of injury to people.

We will charge you the cost of getting into your property if you try to prevent us from entering, or fail to let us in when we have the right to get in.

If you are moving out of your home you must let us have access to carry out an inspection before you leave, and to show possible new tenants the property at reasonable times.

If you are exchanging your home with another tenant you must allow access by the Council's employees, contractors or agents to the

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property to carry out inspections including servicing of the gas, electrical, and other installations as may be required. If these inspections are not carried out we reserve the right to prevent a mutual exchange from taking place.

We have a legal obligation to carry out annual checks to gas appliances in your home. You agree to allow us and our contractors access to your home to conduct this gas safety check annually. We will always give you reasonable written notice to conduct this check and we will arrange a new appointment if the first is not convenient to you. In the event you have not allowed us access after we have written to you at least three times we may use a court procedure to gain access or start the process to take back possession of your home. If you do not have a good reason for not allowing us access then we will seek to recover the cost of any action that we have to take to gain access.

You must allow your neighbours to enter outside areas only of your home when access is necessary and is reasonably required to carry out repairs or improvements to or clean external parts of their own properties or for the collection of domestic rubbish and recyclables. They need to make a mutually agreed appointment with you first. In the event of any dispute over this, we will decide if their request for access is reasonable.

GARDENS

You are responsible for maintaining your garden and keeping it tidy. This includes cutting the grass regularly, cutting and maintaining any hedges or trees so that they do not overgrow any paths or neighbouring land. If you fail to keep your garden tidy we will request in writing that you do so. If you do not we may do the work necessary and you will have to pay us for the cost of the work.

You must keep your garden and surrounding area free from any rubbish, furniture or domestic or commercial appliances. We may take lawful action to remove any such items and charge you the cost of doing this.

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You must not allow any tree or bush (including those that are diseased or dead) to be a nuisance or danger or a potential nuisance or danger;

You must not allow any tree or bush to be planted in such a position or to grow to such an extent that it or its roots cause damage, injury or nuisance or it becomes a potential cause of damage to our property or to a neighbour's property, for example by growing over or under your neighbour's garden or too close to another property.

You must not allow any tree or bush or its roots to damage or interfere with a nearby pipe, wire, electrical installation or structure (including a road, footway, paved or surfaced area);

If you allow any trees or bushes to cause damage, injury or nuisance and fail to remedy the situation we will do the work and charge you the costs of doing it.

Existing or new sheds, greenhouses and conservatories are your responsibility to maintain and replace. If any of these are already there when you take over the tenancy they will be your responsibility.

You must not, without getting our written permission:

- install a conservatory, greenhouse, fence, garage, shed, patio, decking, aviary, pigeon loft, fishpond, pool or other structure in your garden
- remove, replace or plant any hedge, or tree at the property; this includes pruning of existing trees, which may also be the subject of a tree preservation order.
- remove any fences, walls or other permanent structure

NUISANCE AND ANTI-SOCIAL BEHAVIOUR

Nuisance and anti-social behaviour will not be tolerated by the Council and will be tackled robustly. The Council will use any of the means at its disposal to tackle nuisance and anti-social behaviour, including Anti-Social Behaviour Contracts. We will apply to the Courts for a Demotion of Tenancy; Possession Order; Anti-Social Behaviour Injunction; Undertaking or any other available legal remedy necessary to stop the

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behaviour. Where appropriate we will work with the police to pursue criminal prosecution, or pursue it ourselves where we have the legal right, which may then lead to eviction. Working together with Surrey Police, the Council may also seek to obtain an Anti-Social Behaviour Order (ASBO) against any individual causing persistent nuisance and annoyance.

You are responsible for the behaviour of every person, including children, living in or visiting the property. You are responsible in the property, on surrounding land and in communal areas. You or anyone living with you or anyone visiting the property, must not behave, or invite others to behave, in a manner that is anti-social towards anyone else in the house, anyone living in or lawfully visiting the neighbourhood or Council officer.

You or anyone living with you or visiting your home must not behave in any of the following ways towards anyone living in your home or living in or visiting the neighbourhood or towards a Council officer:

- do anything that causes or is likely to cause nuisance, harassment, alarm or distress, or
- do anything that interferes with the peace, comfort, or well being of other people, or
- interfere with security or safety equipment in flats or communal blocks of flats or maisonettes or sheltered housing schemes, or
- cause, permit or carry out domestic violence or threaten violence against any other person, or
- harass, intimidate or use mental, emotional, physical, racist or sexual abuse to make anyone who lives with you leave the property, or
- intimidate, harass, or threaten to harass anyone in the local area because of their race, colour, nationality, ethnic origin, sexual orientation, gender, religion, politics, age, medical condition or disability. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort wellbeing of other people, or

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- use the property, the locality or any communal areas for any criminal, immoral or illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods
- behave in an abusive or threatening manner, harass or threaten to harass, or use or threaten to use violence towards anyone in the local area, or to the Council's elected members, staff, contractors and other agents

Domestic Violence and Abuse

The Council will not tolerate actual or threatened domestic violence, racial harassment or other crime in its properties. It will work proactively with the Police and the Courts to prosecute and evict perpetrators. If one person causes or threatens violence against another person in the property the Council may take legal action to remove the person causing or threatening violence from the property.

Closure of Premises

The Council will work closely with Surrey Police to obtain a Closure of Premises Order, where persistent nuisance or where the supply, use or production of any Class A or prohibited drug, as defined by Statute, occurs in a Council property. If you allow your home to be used in this way, once a Closure of Premises Order has been obtained, you will not be allowed back into your home for three months and the Council will also seek Possession of your home. The Closure of Premises power also applies in cases of persistent anti-social behaviour affecting the local community.

Staff Safety Register

Behaving in an abusive or threatening manner towards the Council's elected members, staff, contractors, representatives or agents, either in person or by telephone, letter or email, is a serious breach of your Conditions of Tenancy. For staff to be able to carry out their duties safely, a register will be maintained, recording incidents of any abusive behaviour. The register will also be used to record persons who have been responsible for anti-social behaviour or nuisance listed in to... above.

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If you are evicted because of anti-social behaviour, the Council may not have a duty to find you somewhere else to live.

If your front door is damaged by forced Police entry, e.g. in a drugs raid, we will not be responsible for the cost of repairing the front door. In some cases the Police will be responsible and you should seek repairs or compensation using their procedures.

ANIMALS

You and any other person living in or visiting the property, including children must:

- Not keep any livestock without permission in writing from the Council
- Not keep any animal or pet which we decide is unsuitable at the property
- Not keep more than 2 cats or one small dog in a flat or maisonette without permission in writing from the Council.
- Not breed any animals at the property
- Not keep any breed of fighting or dangerous dog or any illegal breed of animal
- Not allow any animal you keep at the property to cause a nuisance to anyone in the locality, including our employees, contractors and agents.
- Not allow your pets to foul in the shared areas of the property or on roads or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically
- Not keep more than four cats and two dogs if you live in a house unless you have permission in writing from the Council
- Not keep any animal or pet if you live in a sheltered housing scheme without permission in writing.

If your animal causes a nuisance to the Council or anyone else, we will ask you to remove it from the property. If you do not do this we will take legal action against you to have it removed.

VEHICLES / PARKING

You and any other person living in or visiting the property, including children must not:

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- park any vehicle within the curtilage of the property unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover
- build a parking space, garage, hard standing or driveway without our written permission
- park any motor home, caravan, boat or business vehicle in the curtilage of the property so that it causes a nuisance to neighbours and without permission in writing from the Council
- park any private or business vehicle, motor home, caravan, boat anywhere on the estate without the Council's consent
- receive payment for repairing any vehicle at, or within the curtilage of the property
- allow any spillage of oil or hazardous fluids from vehicles parked on the highway or on any land belonging to the Council
- park any vehicle that is illegal, untaxed, or is not roadworthy on any land belonging to the Council including on a hard standing in your garden. If you do, we will give you seven days notice to remove it. After this time we will remove the vehicle and charge you the costs incurred. If the vehicle is considered to be in a dangerous position or condition, we will remove it without notice. We will not be responsible for damage to your vehicle if we have to remove it
- keep motorised vehicles inside the dwelling or in the shared communal areas
- sell, rent or give away a parking space or garage that we provide for you
- double park vehicles or park in a way that causes an obstruction to other road users, including the emergency services vehicles
- allow anyone, other than people who live with you or friends to park within the boundary of the property
- carry out vehicle repairs, other than minor maintenance, within the curtilage of the property or in Council housing car parks
- keep or park any mobility scooter or similar vehicle on Council housing land or grass features without express written permission.
- allow others to reside in any caravan or motor home parked on your driveway or in the locality of your home.

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REPAIRS

Council's Responsibility

We must keep the structure and outside of your home in good repair, and maintain the installations in your home, which supply water, electricity, gas and drainage.

We will usually carry out more repairs than the legal minimum requirement and reserve the right to amend the list of repair items which we will undertake over and above the legal requirement.

You must report to the Housing Repairs Service immediately any repairs that need carrying out to your property for which we are responsible.

We will make sure we remove our rubbish, building materials and equipment from your home within a reasonable time after carrying out repair work and will try to keep disruptions to a minimum.

Under Section 96 of the Housing Act 1985 (the Right to Repair) there are regulations which state that if we do not carry out certain repairs within a set time, depending on certain conditions, we will pay you compensation.

We must take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including the electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home. This is set out in the Landlord and Tenant Act 1985.

Tenant's Responsibility

There are some types of repair that are your responsibility -

- Internal decorations
- Glass replacement
- Lost keys
- Repairs to catches to internal doors and door furniture
- Replacing loose or broken WC seats
- Sink and bath plugs
- Pipe insulation
- Gas cookers, connections and other tenant appliances

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- Gas leaks on tenants' appliances
- Electrical trips or rewiring fuses
- Electric cookers, connections and other tenant appliances
- Fuses to appliances, replacing lamps or bulbs
- Smoke detector batteries
- Telephones and telephone connections TV aerial points and any other equipment requiring connection points.
- Mould growth, unless caused by a defect we are responsible for
- Damaged or missing tiles to hearths or surrounds

You must use your home reasonably and responsibly and keep all grates, grids, drains and gullies – except gutters that catch water from the roof - clean and clear. You must not do anything deliberate to block toilets and sinks.

You are also responsible at your own cost for repairing, renewing or replacing any items, which are damaged by you, your friends and relatives, or any other person living in or visiting the property, including children. If the Council carries out the work the costs of making good any damage will be charged to you.

You are responsible for decorating the inside of your property and keeping the inside of the property reasonably decorated at all times.

You must not make any structural change, alteration, or attachment to the property, including the use of polystyrene and artex or similar products, or laying laminate or similar flooring, without our written permission. If we give our permission we may set certain conditions. If you do not meet the conditions, we will withdraw our permission and you will be required to reinstate the property at your own expense. Or we will carry out the work and charge the costs to you. If we refuse permission, we will give you our reasons in writing.

If the work you want to do includes electrical work, it will need to be undertaken by a NICEIC contractor, and you will need to supply us with a valid test certificate on completion. If the work you want to do involves gas, the work will need to be undertaken by a Gas Safe registered

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contractor and you will need to supply us with a valid commissioning sheet on completion.

You are responsible for repairing and maintaining all improvements, fixtures and fittings that you install at the property. These improvements will become our property when you move out. If you take them with you when you move, you must put the property back to the way it was before you improved it and not cause any damage. If you don't, we may charge you for the work and you will owe the money to us as a debt.

If you wish to have a water meter fitted and your water supply is shared with a neighbour you must contact us first.

If you are the victim of criminal damage to any part of your home, you must report the matter to Surrey Police and obtain a Crime Reference Number. The Council will then check whether the damage was caused unlawfully by someone else and if we are satisfied we will carry out the repair at no charge to you. If we are not satisfied you will have to pay for the cost of repairs yourself.

If you exchange your home with another council or housing association tenant, you will be responsible for the decoration the previous tenant left in your new home. You will also be responsible for maintaining and repairing any improvements or alterations the previous tenant made, unless we agree, in writing, to be responsible for them. Properties will be inspected and health and safety checks will be completed prior to an exchange being agreed.

When you end your tenancy you may be entitled to compensation for any improvements you have made in accordance with regulations made under Section 99A of the Housing Act 1985 provided you received the Council's permission for the improvements.

ENDING YOUR TENANCY

You can end your tenancy at any time but you must give four weeks' clear notice in writing. The Notice must end at midnight on a Sunday. The keys must be handed in to the Council offices by 09.30a.m on the

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following day after the tenancy ends, i.e. the Monday. You must allow Council officers or contractors access to your home to enable an inspection of the property to be carried out before you leave.

When you move out of your property, you must:

- pay all the rent and other charges up to the date of the end of your tenancy. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt and sign the termination of tenancy document
- remove all your furniture, personal belongings, pets and rubbish from the property and the loft. We will treat any items you leave behind as abandoned property, dispose of them and charge you for this
- return all the keys for the property, including communal door keys/fobs, to the Council offices, on the day you leave or not later than 09.30a.m. on the Monday, i.e. the morning after your tenancy ends together with details of your gas and electricity supply companies
- tell us your new address
- remove all rubbish and personal items from storage areas, sheds, garages and gardens, including childrens' climbing frames and swings.
- make sure that any lodger or sub-tenant leaves the property before or at the same time as you. You cannot transfer your tenancy to someone else unless you are carrying out a lawfully permitted assignment or exchange. If you do leave anyone in the property we will treat them as a trespasser and arrange to evict them and charge you with the cost of doing this.
- ensure that any damaged or missing fixtures and fittings are replaced and that the property is reasonably decorated before you leave. If we need to do any work which is more than putting right 'fair wear and tear', we will charge you the cost of doing the work.

Please remember that we may charge you at the end of your tenancy for any of the following:

- an extra week's rent if the tenancy is not ended properly on the day on which it should have ended.
- clearing rubbish or personal belongings left behind

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- repairing damage to the property
- you have allowed unauthorized occupation or left someone in the property

MATTERS THAT YOU MUST HAVE WRITTEN PERMISSION FOR

You must obtain written permission from us to:

- make structural changes, alterations or improvements to the property or build a parking space, garage, hard standing, driveway, conservatory or similar structure
- install gas appliances and additional electrical circuitry, i.e. shower or cooker, extra sockets - certification will be also be required by law
- run a business from your home
- remove, replace or plant any hedge, fence or tree at the property
- build a conservatory, shed, greenhouse, patio, decking, aviary, pigeon loft, install a fishpond, pool or similar structure in your garden
- keep more than 2 cats, or one small dog in a flat or maisonette
- keep more than 2 dogs or 4 cats if you live in a house
- keep any animals in a sheltered housing scheme
- fit a CB or amateur radio aerial or satellite dish to the property or within its curtilage
- sublet any part of the property
- exchange or assign your home
- vacate the property for more than three months; you must notify us if you intend to be away from the property for more than four weeks
- keep or park any mobility scooter or similar vehicle on Council land or grass features without express written permission

GROUNDS FOR POSSESSION

Schedule 2 of the Housing Act 1985 - Grounds for Possession of Dwelling-houses let on Secure Tenancies

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Part I - Grounds On Which Court May Order Possession If It Considers It Reasonable

Grounds 1 to 8

Ground 1:

Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not preformed.

Ground 2:

The tenant or person residing in the dwelling-house has been guilty of conduct which is a nuisance or annoyance to neighbours, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes.

Ground 3:

The condition of the dwelling-house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or neglect or the default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 4:

The condition of furniture provided by the landlord for use under the tenancy, or for use in the common parts, has deteriorated owing to ill-treatment by the tenant or a person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or a sub-tenant of his, the tenant had not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 5:

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant.

Ground 6:

The tenancy was assigned to the tenant, or to a predecessor in the title of his who is a member of his family and is residing in the dwelling-house, by an assignment made by virtue of section 92 (assignments by the way of exchange) and a premium was paid wither in connection with that assignment or the assignment which the tenant or predecessor himself made by virtue of that section.

Ground 7:

The dwelling-house forms part of, or is within the cartilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other then housing

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purposes and consists mainly of accommodation other than housing accommodation, and –

the dwelling-house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord, or of –

- a local authority,
- a new town corporation,
- an urban development corporation,
- the Development Board for Rural Wales, or
- the governors of an aided school,

And

- the tenant or a person residing in the dwelling- house has been guilty of conduct such that, having regard to the purpose for which the building is used, it would not be right for him to continue in occupation of the dwelling-house.

Ground 8:

The dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he previously occupied as his only principal home and –

the tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home,

the tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the works, the other dwelling-house was again available for occupation by him under a secure tenancy, and

the works have been completed and the other dwelling-house is so available.

Part II - Grounds On Which Court May Order Possession If Suitable Alternative Accommodation Is Available

Grounds 9 to 10

Ground 9:

The dwelling-house is overcrowded, within the meaning of Part X, in such circumstances as to render the occupier guilty of an offence.

Ground 10:

The landlord intends, within a reasonable time of obtaining possession of the dwelling-house -

to demolish or reconstruct the building or part of the building comprising the dwelling-house, or

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to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house,
and cannot reasonably do so without obtaining possession of the dwelling-house.

Part III - Grounds On Which The Court May Order Possession If It Considers it Reasonable and Suitable Alternative Accommodation is Available

Grounds 12 to 16

Ground 12:

The dwelling-house forms part of, or is within the curtilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and –

(a) the dwelling-house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord or of –

- a local authority,
- a new town corporation,
- an urban development corporation,
- the development board for rural Wales, or
- the governors of an aided school,
- and that the employment has ceased, and

(b) the landlord reasonably requires the dwelling-house for occupation as a residence for some person either engaged in the employment of the landlord, or of such a body, or with whom a contract for such employment has been entered into conditional on housing being provided.

Ground 13:

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling-house and –

there is no longer such a person residing in the dwelling-house, and the landlord requires it for occupation (whether alone or with members of his family) by such a person.

Ground 14:

The landlord is housing association or housing trust which lets dwelling-houses only for occupation (whether alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing, and –

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either there is no longer such a person residing in the dwelling-house or the tenant has received from a local housing authority an offer of accommodation in premises which are to be let as a separate dwelling under a secure tenancy, and the landlord requires the dwelling-house for occupation (whether alone or with members of his family) by such a person.

Ground 15:

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and –

(a) a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs.

(b) there is no longer a person with those special needs residing in the dwelling-house, and

the landlord requires the dwelling-house for occupation (whether alone or with members of his family) by a person who has those special needs.

Ground 16:

The accommodation afforded by the dwelling-house is more extensive than is reasonably required by the tenant and –

(a) the tenancy vested in the tenant by virtue of section 89 (succession to periodic tenancy), the tenant being qualified to succeed by virtue of section 87 (b) (members of family other than spouse), and

notice of the proceedings for possession was served under section 83 more than six months but less than twelve months after the date of previous tenant's death.

The matters to be taken into account by the court in determining whether it is reasonable to make an order on this ground include –

the age of the tenant,

the period during which the tenant had occupied the dwelling-house as his only or principal home, and

any financial or other support given by the tenant to the previous tenant.

SUCCESSION

Section 87 of the Housing Act 1985

Persons Qualified to Succeed Tenant

87. A person is qualified to succeed the tenant under a secure tenancy if he occupies the dwellinghouse as his only or principal home at the time of the tenant's death and either –

a) he is the tenant's spouse or civil partner, or

b) he is another member of the tenant's family and has resided with the tenant throughout the period of twelve months ending with the tenant's death;

unless, in either case the tenant was himself defined as a successor.

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WAVERLEY BOROUGH COUNCIL

TENANCY AGREEMENT