

DRAFT

The key to your home

Waverley Borough Council

Secure tenancy agreement

Important information about this tenancy agreement

Please read the following information carefully.

This tenancy agreement is a legal document. By signing it you are agreeing to become a secure tenant of Waverley Borough Council and are entering into a legal contract with us.

It is very important that you read this tenancy agreement and the conditions of the tenancy carefully before you sign it. If there is anything you do not understand or would like to ask questions about, please ask us to explain it to you. Or, you can contact a citizens advice bureau, solicitor, housing advice centre or law centre for independent advice.

The agreement sets out the rights and responsibilities that you have as our tenant and that we have as your landlord. You should keep this agreement in a safe place and refer to it if you have any questions about your tenancy.

Under the terms of the agreement you are responsible for your own behaviour as well as that of your friends, relatives and any other person who lives in or visits your home, including any children. If any of these people break the conditions of this agreement, we will treat you as being responsible for them.

What is a secure tenant?

As a secure tenant, you have a number of legal rights. We have listed the main ones below and you can find out more about them in Section 1 of this agreement.

- 1 Right of succession
- 2 Right to take in lodgers
- 3 Right to sublet
- 4 Right to exchange
- 5 Right of assignment
- 6 Right to buy
- 7 Right to repair
- 8 Right to make improvements
- 9 Right to compensation for improvements
- 10 Right to see your housing records
- 11 Right to be consulted
- 12 Right to manage

You have the right to stay in your home for as long as you want unless you break one of the conditions of your tenancy or there are other legal reasons for us to apply to the court to evict you.

Home insurance – the building, including any fixtures and fittings that we have provided are our responsibility. We are **not** responsible for insuring your furnishings and personal possessions. You are responsible for either having insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

Secure tenancy agreement

This agreement is between:

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

you (names of tenants):

Address of property being let:

Type of property:

Date tenancy starts:

I confirm that the following people are members of my household and will be living with me at the address shown above.

Last name	First name	Sex	Date of birth	Relationship to you
				You
				Joint tenant

Below are the weekly payments due for your home at the start of this tenancy. The total payments figure is made up from the rent together with any other services we provide for this tenancy. Your payments are due every Monday for the week to come unless we agree other payment dates with you.

Rent	£
Charges	£
Total payments	£

I have read, understood and accept the terms of this agreement and the conditions of tenancy.

Signed:

Signed (Joint Tenant):

Date:

Signed on our behalf :

Job title:

Date:

Conditions of your tenancy

Section 1 – Your tenancy

1 Your tenancy agreement

- a This is a legally binding contract between you and us, Waverley Borough Council. It sets out our and your rights and responsibilities. Your tenancy starts on the date set out in your tenancy agreement and rent is due from this date. It continues from week to week until you or we end it.

2 Your rights as a secure tenant

As a secure tenant you have certain rights and some of these are set by law. Depending on your own circumstances, you have the following rights.

- a You can pass on your tenancy when you die to your husband, wife, partner or other close relative - this is called succession. For a partner or close relative to qualify they must have been living with you for at least the last 12 months. There are other conditions and circumstances that apply and we explain these in your Tenant's Handbook.
- b You can take in lodgers to share your home with your family as long as you do not overcrowd the property. You do not need our written permission to do this.
- c You can sublet part of your home. You must get our written permission first and you must not sublet all of your home. You are responsible for the behaviour of your lodgers or subtenants and responsible for making sure they move out at the end of the tenancy.
- d Under sections 91 and 92 of the Housing Act 1985, you can exchange your home with another tenant of a local authority or registered social landlord. You must have each landlord's written permission first.
- e You can transfer your tenancy to someone else using a deed of assignment if:
 - a court has ordered you to give your tenancy to your husband or wife or partner;
 - you do so through a 'mutual exchange'; or
 - you want to transfer the tenancy to someone who would have the right to succeed to it if you died, as defined in the Housing Act 1985.

You must get our permission in writing if you want to transfer your tenancy.

- f You can buy your home if you qualify to do so unless you live in sheltered housing or other housing that is particularly suitable for elderly people.
- g You can expect us to carry out certain small, urgent repairs, known as 'qualifying' repairs within a set time. If we do not do this, you can ask us to get another contractor to do it. If this second contractor fails to complete the work, you are entitled to compensation from us.

- h You can make improvements as long as you get our written permission first. We will only refuse permission if we have a good reason for doing so.
- i When your tenancy ends, you have the right to ask us to pay you compensation for some types of improvements you have made if we gave you our written permission for them.
- j You can see your housing records. The Data Protection Act 1998 gives you certain rights to see your housing personal file so that you can check that the information and details we hold about you are correct. You can find more information in paragraphs 7 and 8 of this section.
- k We will consult you if we plan to change the way we manage your home and you can give us your views. This does not apply when we increase your rent.
- l You can take over the management of your home through a tenants' organisation and run services that we would normally be responsible for.

You can find more information about all these rights in your Tenant's Handbook.

3 Joint tenants

- a If you are a joint tenant, you have the same rights and responsibilities as the other joint tenant or tenants. You cannot share those rights and responsibilities. If one of you breaks the tenancy agreement, we can hold all the joint tenants responsible. While your name is on the tenancy agreement, you are responsible for all the tenancy conditions, including paying the rent, even if you no longer live at that address.
- b If one joint tenant gives notice in writing to end the tenancy, it ends the whole tenancy for all of you. **Delete - We may give the tenancy to the other joint tenants who are not leaving depending on individual circumstances.**
- c If you are a joint tenant and your relationship ends, we will only be able to **Delete - create a tenancy in the name of one partner if both of you agree to this or if the court orders that your home should be transferred as part of a divorce settlement. Replace with - remove one of you from the tenancy if we are obliged to do so because the court orders that your home should be transferred as part of a property settlement. In some circumstances we may agree to create a new sole tenancy if all of you agree to this and the joint tenancy is terminated properly.**

4 Ending your tenancy using a court order

- a If you break any of the conditions of this agreement, we can take legal action and this may result in you having to give up your home. We can only take back your home if we get a possession order from the court. The reasons we can get this type of order are set in law in the Housing Act 1985. We have added these to the end of this agreement. We have to give you four weeks' notice by serving a notice of seeking possession on you or the property before we can begin any legal action

to end your tenancy. This explains that we plan to take legal action and our reasons for doing so. We will also aim to recover from you the cost of taking this legal action.

- b 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.
- c However, there are a few examples of situations when we may have to take court action, even if you are keeping to the tenancy agreement. These include if:
 - we need to move you to redevelop your home and you refuse to move;
 - your home becomes unsafe because major repairs are needed and you refuse to move out so that we can do the repairs;
 - you have, or become the owner of, another home so that your home under the tenancy with us is not your only or main home (if so, you may stop being a secure tenant and we can ask the court for a possession order to evict you); or
 - the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.

5 Notices from us

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

6 Notices from you

- a The address to serve notices to us is Waverley Borough Council, The Bursys, Godalming, Surrey GU7 1HR.

7 Access to information

- a You can see the information we keep on file about you or your home if you ask. You may usually only see information about other people at your home with their permission. This is governed by the rules of The Freedom of Information Act 2000 and the Data Protection Act 1998.

8 Data protection

- a We may share the personal information you provide with other council services, if necessary. (For example, we may need to do this to prevent and detect fraud or other crimes). We are allowed to do this under the Data Protection Act 1998.
- b Under the Data Protection Act 1998 we must protect any personal information we collect from you and we will keep your personal information safe and secure. We will not share it with other organisations without your knowledge, unless we are allowed to do so by law.

9 Changes in the law

- a In this tenancy agreement, whenever we refer to an Act of Parliament, it refers to any later amendments to or replacements of that act.

10 Rights of other people

- a You and we agree that, except under section 6 clauses 9 to 11 (succession) and section 3 clause 12 (transferring the tenancy), the conditions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. This means that, apart from the clauses named above, this agreement cannot be enforced by anyone except us, you or your authorised representatives.

11 Consultation

- a We will consult you about important changes in managing your home that are likely to affect you. We will take your comments into account before we make any decision.

12 Complaints

- a We operate a complaints procedure in line with best practice and our corporate complaints procedure. You can find out more about this by visiting our website at www.waverley.gov.uk or by picking up a leaflet at one of our offices. If you are still not satisfied after you have gone through the complaints procedure, you have the right to refer the matter to the Local Government Ombudsman.
- b **Add new clause following new compensation policy being adopted – “We operate a compensation policy in cases where you have had difficulties with our services, incurred financial loss or have made improvements to your home. We can provide you with details of the policy on request”.**

Section 2 – Your rent, other charges and outgoings

1 Rent

- a You must pay the rent and all other charges for the property on time as you have agreed. We add rent and other charges to your account each week.
- b Your rent is due each Monday for the week ahead but you can pay this every two weeks or every month, or we may agree a different timescale with you.
- c If you are a joint tenant, you are both or all responsible for paying the rent and all other charges for the property when they are due. We can recover all rent arrears (missed rent payments) and any other charges for your home from any one joint tenant. For example, if one joint tenant leaves, the other joint tenant is responsible for any rent still owed.

2 Changes to the rent

- a We may change your rent at any time. We will give you at least four weeks' notice in writing if we change the rent.

- b If you receive Housing Benefit and your circumstances change, you must contact the Housing Benefit Service immediately as these changes may affect your entitlement to benefit and, as a result, the amount of rent you have to pay.

3 Paying off rent arrears

- a If you do not pay your rent and any missed rent payments (arrears), we have the right to take court action to get possession of your property. This may result in you losing your home. We will charge you for the costs of taking you to court.
- b When your tenancy ends, you must immediately pay us any rent, charges or costs that you owe. If you owe us money, we can take this from any money that we owe you. This includes if we pay you too much Housing Benefit.
- c If you have previously been our tenant and there is a debt outstanding from your previous tenancy, you must pay this debt by making payments as agreed with your housing officer.

4 Service charges

- a You may have to pay a service charge for new services we decide to provide as part of this tenancy.

5 Changes to the service charges

- a We have the right to change any of the services we provide and the charges we make for these services. We can add to the services, reduce what we provide, remove them or change them. We will only do this after we have written to tell you about our proposed changes and allowed a period of time for you to give us your views. We will then take your comments into account and give you four weeks' notice of any changes.
- b We may also increase your service charge at the same time as we change the rent by giving you at least four weeks' notice in writing.

6 Supporting People charge

- a We may make a Supporting People charge if you:
 - are a tenant of sheltered housing;
 - are connected to an alarm service; or
 - receive other support services that help you stay in your home.
- b If we make a Supporting People charge, the services may include providing general counselling and support on:
 - maintaining the security of your home;
 - maintaining the safety of your home;
 - your standard of behaviour;
 - keeping your home in an appropriate condition;
 - giving up the tenancy at the appropriate time;
 - keeping in contact with others to make sure you are OK;
 - and

- other support services (but not personal care, such as helping you dress).
- c You must accept the level of support services we provide.

7 Changes to the Supporting People charge

- a We may change the support and counselling charges at any time by giving you at least four weeks' notice in writing. We will usually do this when we increase your rent each year. Any increase we make each year to the Supporting People charge will be in line with the levels set by the Supporting People Administering Authority (Social Services).

8 Changing who provides the Supporting People service

- a Social Services will review the Supporting People Services we provide. They may decide that they will no longer pay us the Supporting People grant. If this happens, we may, after consulting you, stop providing the Supporting People services. We will take every reasonable step to make sure that there is no disruption in the services when we transfer them to a new provider. You will have to enter into a Supported Housing services agreement with the new provider. This will give details of the services and the service provider and you will pay for the support as shown in that agreement. This payment will be on top of any rent and other types of service charge you have to pay us under this tenancy agreement.

9 Outgoings

- a You are responsible for paying direct to the supplier, other organisation, or authority all the charges that apply to your home.
- b If we have arranged to collect the charge for these organisations, we will add this amount to your rent account and you will need to pay us the charge instead.

Section 3 – Using your home

1 General

- a You agree that from the start of the tenancy you will take possession of your home and take responsibility for being the tenant.
- b We will hold you responsible if anyone who lives with you or visits your home, including children, breaks any conditions of your tenancy.
- c You must use the property as your only or main home. You must tell us immediately if you become the owner, leaseholder, or tenant of another property.
- d You must let us know in writing and, if possible, beforehand, if you are or expect to be away from your home for more than 28 days so that we know you have not abandoned your home. Even if you are away, you are still responsible for making sure that all the conditions of this agreement are kept, including paying rent. You must let us know when you return to your home after this period.
- e You must write to us every time there are any changes to who is living in the property. You must tell us who is now living in your home.

- f You and any other person, including children living in the property, must keep your home, and garden (if there is one), clean, tidy and free from rubbish and dangerous items. You must not do anything that encourages insects, vermin or pests into your home, or it could become a health risk to you or others.
- g As the tenant, you take responsibility for the activities of members of your household and anyone you allow into your home.
- h You, your friends and relatives and any other person living in or visiting the property, including children, **must** do the following.
- Only use the property as a private home.
 - Not run a business from your home **Add – “or any other Council owned land”** without our written permission **Add – “as your landlord and any other separate permission necessary, such as planning permission”**. **Note - These changes relate to a deletion in Section 7, para 1, 6th bullet point and para 2, 3rd bullet point.** We will refuse or withdraw permission if we feel your business is likely to cause a nuisance, disturb others, damage the property or stop your home being used mainly as a home.
- i You, your friends and relatives and any other person living in or visiting the property, including children, **must not** do the following.
- Use your property for any illegal purposes or purposes which are widely viewed as immoral, which includes using drugs and prostitution.
 - Wedge open shared doors.
 - Place anything on a window ledge or balcony, if they 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 items that catch fire easily or other dangerous items, for example unlawful weapons or gas, in the property, 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 get rid of these safely.
 - Withhold information from the police about any burglary or damage caused by any criminal act at the property, unless you have a good reason for doing this. You must not delay telling your housing officer about any damage to the property.
- j You and any other person, including children living in the property, are responsible, along with other tenants or residents, for keeping any shared areas such as hallways and landings clean and tidy. You must not store or leave any items including personal belongings, rubbish or dangerous items in these areas.
- k Loft spaces are not normally built for using as storage or any other activity. As a result, if you have a loft, we advise you not to use it. This is because there is a risk of injury or damage to the property. So, if you do decide to use the loft space for storage, this is at your own

risk and you are responsible for any damage or injury that you cause. You must keep the access clear so that contractors or our officers can carry out inspections or repairs. You are responsible for clearing away any belongings that prevent us from getting access or may cause injury or damage.

2 Access to your home

- a You must let our staff, contractors or agents into your home to inspect its condition or any fixtures or fittings, or to carry out repair, maintenance or improvement work. Unless it is an emergency, we will always give you reasonable notice. If we have given you notice but you don't let us in, or if it is an emergency, we may force entry if we believe there is a risk of injury to anyone or damage to the property. If you try to prevent us from entering, or fail to let us in when we have the right to get into the property, we will charge you the cost of getting into the property.
- b If you are moving out of your home, you must let us have access to carry out an inspection before you leave. If we need to show possible new tenants the property before you have moved out, we will always get your permission. One of our housing officers will only show new tenants around at reasonable times convenient to you.
- c If you are exchanging your home with another tenant, you must give our staff, contractors or agents access to inspect and service the gas, electrical, and other installations. If we don't carry out these inspections, we can prevent a mutual exchange from taking place.
- d By law we must check the gas appliances in your home every year. You agree to allow us and our contractors access to your home to carry out this gas safety check. You will receive reasonable written notice of the date of this check and we can arrange a new appointment if the first is not convenient to you. If you have not allowed us access after we have written to you at least three times, we will take appropriate legal action to get into the property or to begin proceedings to repossess the property. You will have to pay any costs involved in doing this.
- e You must allow your neighbours to enter the outside areas of your home when they need access to carry out repairs or improvements, clean outside areas of their own properties, or to collect domestic rubbish and recycling. However, they need to agree this with you beforehand. If you disagree with their request, we will decide if their request for access is reasonable.

Section 4 – Looking after your garden

- 1 You are responsible for your garden and keeping it tidy. This means cutting the grass regularly, cutting and maintaining any hedges so that they do not grow over any paths or neighbouring land. If you fail to keep your garden tidy, we will write and ask you to. If you then fail to do so, we may get the work done and you will have to pay us the cost of doing this.

- 2 You must keep your garden free from rubbish, household items, rubble, rodents and pet droppings so that the area does not become a nuisance or health risk to others. We may take legal action to have the items removed and then charge you the cost of doing this.
- 3 You must not leave rubbish, or allow it to spill, on areas near your home.
- 4 You must not allow any tree or bush to be planted where the roots or branches can cause damage, nuisance or a danger to others or overhang pavements, shared areas or neighbouring gardens.
- 5 Existing or new timber 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 are your responsibility unless we tell you otherwise.
- 6 You must get our written permission before you:
 - install decking or a conservatory, greenhouse, fence, garage, shed, patio, aviary, pigeon loft, fishpond, pool or other structure in your garden;
 - remove or destroy any bushes, hedges or trees; or
 - remove, alter or replace any fencing or boundary.

Section 5 – Nuisance and antisocial behaviour

1 General

- a We will not accept any nuisance or antisocial behaviour and will take firm action to tackle this. We will use any method we have available to tackle nuisance and antisocial behaviour, including using **Delete “antisocial” and replace with “acceptable”** behaviour contracts. We will apply to the courts to ‘demote’ your tenancy, get a possession order or an antisocial behaviour injunction, or take any legal action we can to stop the behaviour. Where appropriate we will work with the police to prosecute you, or take action ourselves if we have the legal right, which may then lead to eviction. Working together with Surrey Police, we may also get an antisocial behaviour order (ASBO) against anyone causing a persistent nuisance.

2 Your responsibilities

- a You are responsible for the behaviour of all people, including children, who live in or visit your home. You are responsible for their behaviour in the property, on surrounding land and in shared areas. You, anyone living with you and anyone visiting the property must not behave, or encourage others to behave, in an antisocial way towards anyone else in the house, or anyone living in or lawfully visiting the neighbourhood or our offices. Unacceptable behaviour includes the following.
 - Anything that causes or is likely to cause a nuisance, harassment, alarm or distress.
 - Anything that interferes with the peace, comfort, or well-being of other people.
 - Anything that interferes with security or safety equipment in flats, shared blocks of flats or maisonettes, or sheltered-housing schemes.

- Carrying out domestic violence or threatening violence against any other person, or allowing this to happen.
 - Harassing, intimidating or using mental, emotional, physical, racist, **Add – “homophobic”** or sexual abuse to make anyone who lives with you leave the property.
 - Intimidating, harassing, or threatening to harass anyone in the local area for any reason. 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; or
 - doing anything that interferes with the peace, comfort or well-being of other people.
 - Using the property, the area nearby or any shared areas for any criminal, immoral or illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods.
 - Acting in an abusive or threatening way, harassing or threatening to harass, or using or threatening to use violence towards anyone in the local area, or to our elected members, staff, contractors or other agents.
- b If you are evicted because of antisocial behaviour, we may not have a duty to find you somewhere else to live.
- c If your front door is damaged by the police forcing their way in, for example, in a drugs raid, we will not be responsible for the cost of repairing the front door.

3 Domestic violence and abuse

- a We will not accept actual or threatened domestic violence, racial harassment or other crime in our properties. We will work with the police and the courts to prosecute and evict anyone found guilty of these acts. If one person causes or threatens violence against another person in the property, we may take legal action to remove **Add – “or evict”** them from the property. **Add - “We may not have a duty to find you somewhere else to live if you are removed or evicted in this way”**.

4 Closure of premises order

- a If we find that there is persistent nuisance or you are supplying, using or producing class-A drugs or other illegal drugs, we will work closely with the police to get a ‘Closure of Premises Order’. If you allow your home to be used in this way, once we have a Closure of Premises Order, you will not be allowed back into your home for three months. We will also take action to get possession of your home. The Closure of Premises power also applies in cases of persistent antisocial behaviour that affects the local community.

5 Staff safety register

- a If you behave in an abusive, offensive, insulting or threatening way towards our councillors, staff, contractors, representatives or agents, either in person or by phone, text, letter or email, we will treat this as seriously breaking your conditions of tenancy. To help staff carry out their duties safely, we keep a register, recording incidents of any abusive behaviour. We also use the register to list the names of people who have been responsible for antisocial behaviour or nuisance.

Section 6 – Keeping animals and pets

- 1 You and any other person living in or visiting the property, including children, **must not** do the following.
 - Keep any livestock (hens, geese, sheep, pigs and so on) unless you have our written permission.
 - Keep any animal or pet which we decide is unsuitable at the property.
 - Keep more than four cats or two dogs in a flat, bungalow, house or maisonnette with direct access to its own garden, unless you have our written permission;
 - Keep any cats or dogs if you live in any type of property with no direct access to its own garden, unless you have our written permission.
 - Keep any animal or pet if you live in a sheltered housing scheme unless you have permission in writing.
 - Breed any animal at the property for financial gain;
 - Keep any breed of dangerous dog or any illegal breed of animal.
 - Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our employees, contractors and agents.
 - Allow your pet 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 get rid of any dog or cat mess hygienically.
- 2 You must keep all dogs secure in another room when any of our officers or contractors visit you.
- 3 If your animal or pet causes a nuisance to any council officer, contractor or anyone else, we will ask you to remove it from the property.

Section 7 - Vehicles and parking

- 1 Within the property that is part of your tenancy, you and any other person living in or visiting the property, including children, **must not** do the following.
 - Park any vehicle unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover.
 - Park any motorhome, caravan, boat or business vehicle so that it causes a nuisance to neighbours or without our written permission.
 - Allow anyone, other than people who live with you or friends to park any vehicle.
 - Carry out vehicle repairs, **Delete – “except minor maintenance” and replace with – “in such a way as to cause nuisance to anyone in the locality or in our reasonable opinion is detrimental to the neighbourhood or is in breach of planning or any other legal obligations”.**
 - Allow others to live in any caravan or motorhome.
 - **“Receive payment for repairing any vehicle” - Delete.**
 - Keep motorised vehicles inside your home but you can keep mobility scooters if you have our written permission.

- 2 In the area around your home, the shared areas, parking areas or on the estate, you and any other person living in or visiting the property, including children, **must not** do the following.
 - Allow any oil or dangerous fluids to leak from vehicles parked on the highway or on any land we own.
 - Carry out vehicle repairs, **Delete – “except minor maintenance” and replace with – “in such a way as to cause nuisance to anyone in the locality or in our reasonable opinion is detrimental to the neighbourhood or is in breach of planning or any other legal obligations.”**
 - **“Receive payment for repairing any vehicle” - Delete**
 - Park or keep any private or business vehicle, motorhome, caravan or boat, larger than three tons unless you have our written permission.
 - Leave or store any vehicle that is unroadworthy, untaxed or uninsured without getting our written permission **Delete – “first”**. This includes vehicles with a Statutory Off Road Notice (SORN). We will only give permission for this in special cases and for a temporary period. If you do this without our permission, we will give you seven days’ notice

to remove the vehicle. After this time we will remove it and charge you the cost of doing this. If we consider that the vehicle is 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.

- Park in a way that causes an obstruction to other road users, including the emergency services vehicles.
 - Keep or park any mobility scooter or similar vehicle on our land or grassed areas without our written permission.
 - Allow others to live in any caravan or motorhome.
- 3** You and any other person living in or visiting the property, including children, **must not** do the following.
- Sell, rent or give away a parking space or garage that we provide for you.
 - Build a parking space, garage, hard standing or driveway without our written permission.

Section 8 – Repairs and maintenance

1 Our responsibilities

- a We will keep the structure and outside of your home in good repair. This means we will repair things such as windows and outside doors, roofs, drains, gutters and pipes outside the property.
- b We will keep all the installations for supplying you with water, electricity, gas and sanitation facilities in good repair and working order, as long as we installed these. This includes sinks, toilets, basins and baths. This does not include other fixtures and fittings or your own appliances that use water, gas or electricity. It also does not include any gas, electric or water meters that serve your home, as these are the responsibility of the companies who supply these services to you.
- c We will keep in good repair and working order any heating installations (including for heating the water) that we have installed in your home.
- d We will keep all shared areas and items that are our responsibility in a good state of repair. This means we will repair things such as shared entrance doors, staircases and hallways.
- e We will keep all shared services, such as lighting in corridors and door-entry systems in good repair and working order.
- f We will usually carry out more repairs than the legal minimum.
- g You must report to the Housing Repairs Service immediately any repairs that need carrying out to your property which we are responsible for.
- h 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.
- i We will carry out repairs within timescales set by law or within a reasonable time of becoming aware of them. If we do not, under Section 96 of the Housing Act 1985 (the Right to Repair), there are

regulations which state that, depending on certain conditions, we will pay you compensation.

2 Your responsibilities

- a You must look after your home in a reasonable and responsible way.
- b There are some types of repair that are your responsibility. These include:
 - decorating the inside of the property;
 - replacing broken glass;
 - getting into the property, and getting a new set of keys, if you have lost your keys;
 - replacing door catches and door handles inside the property;
 - replacing loose or broken toilet seats;
 - replacing sink and bath plugs;
 - repairing or replacing gas cookers, gas connections and other gas appliances that belong to you;
 - dealing with gas leaks on appliances that belong to you;
 - repairing or replacing electric cookers, electrical connections and electric appliances that belong to you;
 - resetting electrical trips **Delete – “or rewiring fuses”**;
 - replacing fuses to appliances;
 - replacing light bulbs;
 - replacing smoke-detector batteries unless we have fitted the smoke detector;
 - dealing with phones and phone connections, TV aerial points and any other equipment which needs connection points;
 - dealing with digital TV cables, internet connections and other technology connections;
 - treating mould growth, unless this is caused by a fault we are responsible for; and
 - replacing damaged or missing tiles to hearths or surrounds. However, if there is a gas fire or back boiler in the fireplace, we will remove this for you.
- c You must keep all grates, grids, drains and gullies clean and clear except gutters that catch water from the roof, which are our responsibility.
- d You must not do anything deliberate to block toilets and sinks.
- e If you, your friends, relatives, children or any other person living in or visiting the property damages any items, you are responsible for repairing, renewing or replacing these items at your own cost even if they are normally our responsibility. If we have to carry out the work, we will charge you the cost of the work.
- f You are responsible for decorating the inside of your property to keep it in a good condition.

3 Alterations and improvements you have made

- a You must not make any structural changes or alterations to the property, including using polystyrene and artex or similar products. And, you must not lay 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 have to put the property back to how it was at your own expense. If you do not, we will carry out the work and charge the costs to you. If we refuse permission, we will give you our reasons in writing.
- b If the work you want to do includes electrical work, it will need to be carried out by a contractor registered with the National Inspection Council for Electrical Installation Contracting (NICEIC) or an equal organisation approved by the Government, which can keep to all current regulations and standards. You will need to give us a certificate under part P of the Building Regulations.
- c If the work you want to do involves gas, the work will need to be carried out by a contractor registered with Gas Safe who can keep to the Gas Safety (Installation and Use) Regulations and other relevant industry standards. You will need to give us a Building Regulations Compliance Certificate when the work is done.
- d You are responsible for repairing and maintaining any improvements, fixtures and fittings that you install at the property. These improvements will become our property when you move out. You may take them with you when you move but you must put the property back to the way it was before you improved it. If you cause any damage or if you don't put the property back the way it was, we may charge you the cost of any work needed.
- e When you end your tenancy, you may be entitled to compensation for your improvements if you leave them in the property. The rules for this are in Section 99A of the Housing Act 1985 and you must have received our written permission for the improvements.
- f If you want to have a water meter fitted and you share your water supply with a neighbour, you must contact us first.
- g You must not fit a CB or amateur radio aerial or satellite dish to the property or within the boundaries of it unless you have our written permission.

4 Criminal damage to your home

- a If you are the victim of criminal damage to any part of your home, you must report the matter to Surrey Police and get a crime reference number. We will then check whether the damage was caused illegally by someone else. If we are satisfied that it was, we will carry out the repair at no charge to you. If we are not satisfied, you will have to pay the cost of the repairs.

5 Exchanging your home

- a If you are exchanging your home with a tenant of another council or housing association, you will have to accept the condition your new home is in left by the previous tenant and take over responsibility for decorations and so on. 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. You will be responsible for making sure that the property you are leaving is left in a clean and tidy condition and for removing all belongings, rubbish and litter. We inspect properties and carry out health-and-safety checks before we agree to an exchange.

Section 9 - Ending your tenancy

1 General

- a You can end your tenancy at any time but you must give **Add – “at least”** four weeks’ notice in writing. The notice period and the tenancy must end at midnight on a Sunday.
- b You must allow our officers or contractors into your home to inspect its condition before you leave.
- c Before you leave, you must report all repairs that are needed and carry out any repairs that you are responsible for.

2 Moving out of your home

- a You must give us ‘vacant possession’ of your home when this notice period has ended. This means there must not be anyone else living in the property when you leave. If you have any lodgers or subtenants, they must move out at the same time as, or before, you.
- b You cannot transfer your tenancy to someone else unless you are carrying out a transfer or exchange which we have approved. If you do leave anyone in the property, we will treat them as a trespasser and **Delete – “arrange” and replace with “take lawful action”** to evict them. We will charge you the cost of doing this.
- c You must return all the keys, including shared door keys and fobs to our offices by 9.30 am on the day after the notice period and your tenancy ends (in other words, the Monday).
- d You must pay all the rent and other charges up to the date your tenancy ends. 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.
- e When you move out, you must leave your home empty, clean and in a good state of repair and decoration. This includes the loft space, garden, garage, shed or any other outbuilding or land you are responsible for. We will charge you the cost if we have to remove any of your belongings or rubbish after you have left.
- f You must repair any damage or replace any missing fixtures and fittings. 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.
- g You must tell us your new address and the gas and electricity supply companies you have used.
- h Please remember that we may charge you any of the following at the end of your tenancy.

- If you do not end the tenancy properly, we will charge you an extra week's rent on the day your tenancy should have ended.
- We will charge you our costs if we have to clear rubbish or personal belongings left behind in the property or within the boundaries of the property.
- We will charge the costs involved in repairing damage to the property.
- If you have allowed someone to stay in the property after you have moved out, we will charge you the legal cost to remove them and the cost of any repairs that are needed.

Section 10 - When you need our written permission

You must have our written permission to:

- make structural changes, alterations or improvements to the property;
- build a parking space, garage, hard standing, driveway, conservatory or similar structure;
- install gas appliances and extra electrical circuits, for example, a shower or cooker, or extra sockets – you will also need certificates from the company who installs them;
- run a business from your home;
- remove, replace or plant any hedge, fence or tree at the property;
- build a conservatory, shed, greenhouse, patio, aviary or pigeon loft, or install decking;
- install a fishpond, pool or similar structure in your garden;
- keep more than four cats or two dogs in a house, bungalow, flat or maisonnette with direct access to its own garden;
- keep any cats or dogs if you live in a property that does not have direct access to a garden;
- keep any animals if you live in a sheltered-housing scheme;
- fit a CB or amateur-radio aerial or satellite dish to the property or within its boundaries;
- sublet any part of the property;
- exchange or transfer your home;
- be away from the property for more than four weeks;
- park any motorhome, caravan, boat or business vehicle within the property that is covered by your tenancy or in the area around your home, the shared areas, parking areas or on the estate;
- leave or store any vehicle that is unroadworthy, untaxed or unisured within the property that is covered by your tenancy or in the area around your home, the shared areas, parking areas or on the estate; or
- keep or park any mobility scooter or similar vehicle in your home, on our land or on grassed areas.

Section 11 – Definitions

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

Acceptable behaviour contract

An acceptable behaviour contract (ABC) is a voluntary written agreement between a person who may have been involved in antisocial behaviour and one or more local agencies whose role it is to prevent this kind of behaviour (for example, the police and our housing service). ABCs are most commonly used for young people but may also be used for adults.

Antisocial behaviour

Antisocial 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 rights, peace, comfort or convenience of other people living in, working in or visiting the local area. Nuisance includes behaviour that is continual, harmful to the health and welfare of others, offensive, abusive or annoying. Some examples of this would be playing loud music, continual loud arguments or shouting, physical or spoken abuse to others, criminal damage to property, dangerous driving, visitors to your home who cause a disruption to others, door slamming and uncontrolled barking dogs. This behaviour can result in us taking legal action and we may report the behaviour to the police or other agencies.

Boundary

An enclosed area or the edge of the land around your home that is part of your tenancy.

Demoted tenancy

A demoted tenancy is a secure tenancy where you lose certain rights including the right to buy and the right to exchange. You may have a demoted tenancy if we get a court order as a result of antisocial behaviour. This would mean that you lose certain rights that normally apply to secure tenancies, including the Right to Buy and Right to Exchange

Fixtures and fittings

These items include kitchen units, bathrooms and sanitaryware (sinks, toilets, basins and so on), plumbing systems, electrical circuits, sockets, switches, lamp holders, doors and locks, and glass in windows and doors.

Garden

When we say 'garden', we mean 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.

Livestock

Livestock includes hens, cockerels, ducks, pigeons, pigs, goats, sheep, horses, cattle 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 lodger is a person who pays you money to let them live in a bedroom in your 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 us to you or from you to us, for example, Notice of Seeking Possession, ending your tenancy or applying for the right to buy.

Partner

Your husband, wife, civil partner or someone who lives with you as husband or wife.

Pet

Normally we mean cats and dogs, small animals (such as hamsters), birds, insects, reptiles, spiders and fish.

Possession

The right to live in your home.

Possession order

An order the court gives us that gives possession of the home back to us.

Relative

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, members of your stepfamily and adopted children.

Relevant agency

The police, social services, health authorities, support agencies (for example, **Delete - Acorn, SADAS, TACT. Replace with Citizens Advice Bureaux, Debt Advice agencies, Surrey Law Centre, Mental Health and Drug Support agencies**) and other local authorities that are relevant to your circumstances, HM Revenue & Customs, the Benefits Agency and other Housing Benefit departments.

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, bin areas, drying areas and so on.

Sublet

To give another person the right to live in part but not all of the property (where you do not share any facilities as they have their own).

Succession

Passing on the tenancy to someone who has the right to it by law after the first tenant has died. If you take over the property and it is too large for your needs, we may ask you move to a smaller home. If you don't agree to move, we will get a court order.

Vehicle

A car, bus, lorry, motorcycle, bicycle, boat, trailer, caravan, motorhome or similar.

Visitor

Any person who does not live with you but who has come to see you at your home, is staying with you, is visiting your neighbours, or is passing through or staying in the local area

Section 12 - Grounds for Possession

Plain English Campaign's Crystal Mark does not apply to the following text.

This section contains the circumstances in which the Court may give possession of your home back to the Council. They are exactly as they are written in the law in Schedule 2 of the Housing Act 1985 - Grounds for Possession of Dwelling-houses let on Secure Tenancies. If the Court grants possession you may have to give up your home.

Part I - Grounds on which the court may order possession if it considers it is reasonable

GROUND 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 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, 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 the court may order possession if suitable alternative accommodation is available

GROUND 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
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.

Ground 11:

This ground only applies when the landlord is a charity.

Part III - Grounds on which the court may order possession if it considers it is reasonable and suitable alternative accommodation is available

GROUND 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 –
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 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.

Section 13 – Succession Rules

Section 87 of the Housing Act 1985 sets out who can succeed to a tenancy.

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.