



Your tenancy agreement

The key to your home

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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 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.

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, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for. But, this is not a condition of your tenancy.

Types of tenancy:

There are three main types of Council tenancy:

1. an **introductory** tenancy,
2. a **flexible** tenancy and
3. a **secure** tenancy.

When your tenancy is granted, your agreement will confirm which type of tenancy you have. You can check this by looking at the next section of this booklet or by contacting your housing officer.

If, after the grant of your tenancy, the type of tenancy you have changes the Council will notify you in writing.

What is an introductory tenancy?

Ans an introductory tenancyt- is a weekly periodic tenancy until the successful competition of the introductory period or until a possession order is enforced. As an introductory tenant you have a tenancy for 12 months and you have fewer legal rights than a secure tenant.

Your introductory tenancy is a trial period designed to enable you to show us that you can manage a tenancy. To do this you must:

- pay your rent on time;
- look after the property;
- not behave anti-socially, cause a nuisance or harass other people; and
- comply with all other terms and conditions set out within this booklet that are applicable to introductory tenancies.

As an introductory tenant you can be evicted much more easily than a secure tenant if you do not comply with the terms and conditions of your tenancy.

Provided you continue to occupy the property as your only or principal home, you will be an introductory tenant until you have completed a trial period of at least one year, from the date this tenancy starts. at the end of the 12 month period. Equally, tThe Council has the option of extending your introductory tenancy by an additional six months if you have not kept to the terms and conditions of the tenancy.

Before taking action to extend your introductory tenancy or evict you the Council must advise you of its intention and the reasons why and you have the right to request a review of the decision. to take action to evict you or extend your introductory tenancy.

What is a flexible tenancy?

As a flexible tenant you have the right to live in the property for a fixed term from the tenancy start date, provided you comply with the terms of the agreement. The usual minimum term at the grant of the tenancy is five years. The length of the term is either stated on your flexible tenancy agreement, which is contained in the next section of this booklet and/or the notice of proposal which is on the page after your tenancy agreement.

We will not interfere with your rights to occupy your home within the fixed term of the tenancy, unless you break any of your obligations within this agreement.

We will begin to review your tenancy round 9 t least 12 months prior months prior to the end of the fixed term. You must provide us with the information we request to enable us to carry out a proper review. We will write to you to tell you the outcome of the review. Where your circumstances, or those of your household, have not changed significantly over the course of the fixed term we will usually renew the flexible tenancy for a further fixed term.

We will usually renew the flexible term unless:

- the property is under-occupied;
- the property is no longer suitable to your needs;
- your circumstances have significantly changed;
- you do not engage in the review process;
- you have breached the agreement; or
- we are disposing of the property.

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 on our website or by speaking to the Housing Team~~

- ~~• Right of succession~~
- ~~• Right to take in lodgers~~
- ~~• Right to sublet~~
- ~~• Right to exchange~~
- ~~• Right of assignment~~
- ~~• Right to buy~~
- ~~• Right to repair~~
- ~~• Right to make improvements~~
- ~~• Right to compensation for improvements~~
- ~~• Right to see your housing records~~
- ~~• Right to be consulted~~
- ~~• Right to manage~~

~~Your Tenancy differs to both Introductory Tenancies and Flexible Tenancies.~~

You have the right to stay in your home for as long as you want and it remains your only or principal home 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.

For details of the circumstances in which tenancies of a particular type will be granted please refer to Waverley Borough Council's Tenancy Policy.

Tenancy Agreement

Tenant copy (Page 1 of 3)

Tenant (full name):

Joint Tenant(s)(full name):

.....

Address of property being let:

.....

Type/size of property:

This agreement is made between you, the above stated tenant(s) and us, Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR

The type of tenancy you have is:

1. **Introductory** followed by **Flexible Tenancy** **Officer's Signature:**

2. **Introductory** followed by **Secure Tenancy** **Officer's Signature:**

3. **Secure Tenancy** **Officer's Signature:**

4. **Flexible Tenancy** **Officer's Signature:**

Tenancy Start Date:

Officer's Signature:

If you have an introductory tenancy this means that for the first **12 months** you occupy the property as an Introductory Tenant. At the end of 12 months, if the Council has not taken steps to terminate or extend the Introductory Tenancy it will automatically convert to a secure or flexible tenancy depending upon the particular circumstances of the case.

This tenancy is subject to the terms set out within this agreement (that are applicable to the type of tenancy you have, as indicated above).

Tenancy Agreement Tenant copy (Page 2 of 3)

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

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

Photographs of Tenant(s):

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 and charges for 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	£

For Former tenancy arrears payments – see Section 2 Clause 3 (c_[r1])

Tenancy Agreement Tenant copy (Page 3 of 3)**Declaration:**

In signing this agreement, I confirm that all the information I have given to the Council, including those included in the housing application form which led to me being granted a tenancy under this agreement are true and have not changed since I gave that information or signed that form.

I also confirm that I have read, understood and accept the terms of this agreement and the conditions of tenancy including the additional terms and conditions applicable to my particular type of tenancy.

Signed: _____

Signed (Joint tenant): _____

Date: _____

Officer Signature: _____

Officer Name: _____

Job title: _____

Date: _____

NOTICE OF PROPOSAL TO ENTER INTO A FLEXIBLE TENANCY FOLLOWING INTRODUCTORY TENANCY UNDER SECTION 137A of THE HOUSING ACT 1996

Tenant Copy (Page 1 of 1)

Proposed Landlord: Waverley Borough Council

Proposed Tenant (full name):

Proposed Joint Tenant(s) (full name):

.....

Address of property:

.....

1. This Notice is given by your Proposed Landlord.
2. You are considering signing a tenancy for the Property. Such a tenancy by virtue of section 124 of the Housing Act 1996 shall be an introductory tenancy and governed by the provisions of that Act.
3. The tenancy shall be an introductory tenancy for a trial period. The trial period is one year unless extended. After the trial period, and any extension to the trial period, the tenancy will become a flexible tenancy for a fixed period of time.
4. The length of the flexible tenancy shall be years.
5. The express terms of the flexible tenancy are as set out in this document and are those that highlighted as applying to all Tenancies/Tenants and Flexible Tenancies and Tenants.

Officer Name:

Officer Signature:

Date:

Tenancy Agreement

Waverley copy (Page 1 of 3)

Tenant (full name):

Joint Tenant(s)(full name):

.....

Address of property being let:

.....

Type/size of property:

This agreement is made between you, the above stated tenant(s)
and us, Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR

The type of tenancy you have is:

1. **Introductory** followed by **Flexible Tenancy** **Officer's Signature:**

2. **Introductory** followed by **Secure Tenancy** **Officer's Signature:**

3. **Secure Tenancy** **Officer's Signature:**

4. **Flexible Tenancy** **Officer's Signature:**

Tenancy Start Date:

Officer's Signature:

If you have an introductory tenancy this means that for the first **12 months** you occupy the property as an Introductory Tenant. At the end of 12 months, if the Council has not taken steps to terminate or extend the Introductory Tenancy it will automatically convert to a secure or flexible tenancy depending upon the particular circumstances of the case.

This tenancy is subject to the terms set out within this agreement (that are applicable to the type of tenancy you have, as indicated above).

Tenancy Agreement Waverley copy (Page 2 of 3)

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

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

Photographs of Tenant(s):

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 and charges for 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	£

For Former tenancy arrears payments – see Section 2 Clause 3 (c)

Tenancy Agreement Waverley copy (Page 3 of 3)**Declaration:**

In signing this agreement, I confirm that all the information I have given to the Council, including those included in the housing application form which led to me being granted a tenancy under this agreement are true and have not changed since I gave that information or signed that form.

I also confirm that I have read, understood and accept the terms of this agreement and the conditions of tenancy including the additional terms and conditions applicable to my particular type of tenancy.

Signed: _____

Signed (Joint tenant): _____

Date: _____

Officer Signature: _____

Officer Name: _____

Job title: _____

Date: _____

**NOTICE OF PROPOSAL TO ENTER INTO A FLEXIBLE TENANCY
FOLLOWING INTRODUCTORY TENANCY UNDER SECTION 137A of THE
HOUSING ACT 1996**

Waverley Copy (Page 1 of 1)

Proposed Landlord: Waverley Borough Council

Proposed Tenant (full name):

Proposed Joint Tenant(s) (full name):

.....

Address of property:

.....

1. This Notice is given by your Proposed Landlord.
2. You are considering signing a tenancy for the Property. Such a tenancy by virtue of section 124 of the Housing Act 1996 shall be an introductory tenancy and governed by the provisions of that Act.
3. The tenancy shall be an introductory tenancy for a trial period. The trial period is one year unless extended. After the trial period, and any extension to the trial period, the tenancy will become a flexible tenancy for a fixed period of time.
4. The length of the flexible tenancy shall be years.
5. The express terms of the flexible tenancy are as set out in this document and are those that highlighted as applying to all Tenancies/Tenants and Flexible Tenancies/Tenants.

Officer Name:

Officer Signature:

Date:

Terms applicable to all tenancies:

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.

2. Your rights as a tenant

As a 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, civil partner or other partner, family member. This is called succession. ~~For a family member who is not your husband, wife or civil partner to qualify, they must have been living with you for at least the last 12 months.~~ There are other conditions and circumstances that apply these are detailed in Section 12 of this agreement.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 on our website.

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 split 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, even if it was given without the knowledge or consent of the other joint tenant.
- (c) If you are a joint tenant and your relationship ends, we will only be able to remove one of you from the tenancy if the court orders that the tenancy of your home has to be transferred as part of a property settlement. In some circumstances, we may agree to a new sole tenancy if the joint tenancy is ended 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. 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 the terms and conditions of your tenancy agreement, 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;
 - 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) ~~All We will deliver all~~ letters and notices (including Notices to Quit and notices in connection with possession proceedings) will be deemed to have been validly served by us on you if they are: to you by handed to you or someone else at the property, left at the property, fixed to your front door or some other prominent part of the property, sent by post to the property, or sent ~~to them~~ by post to your last known address. We can chose which method of service to use. This is the property this agreement refers to unless you tell us your forwarding address. We can also serve a notice by attaching it to the property itself (normally the front door).

6. Notices from you

- ~~(a)~~ (a)—The address to serve notices on us is Waverley Borough Council, The Bury, Godalming, Surrey GU7 1HR.
- (b) A Notice given by one joint tenant, whether with or without the knowledge or consent of the other joint tenant, will end the tenancy.

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, save for the clauses that set out the grounds for succession and those clauses relating to transferring the tenancy, the provisions 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. Altering the agreement

- (a) Except for any changes in your rent or service charges, or if the law changes (including future legislation), your tenancy agreement can only be changed with the written permission of both you and us, or if the court orders it. For example, you may become a demoted tenant by court order and you will then get a new Demoted Tenancy Agreement.

13. 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 a Designated Person (Councillor, MP or Tenants Complaints Panel) and the Housing Ombudsman.

- (b) We operate a compensation policy in cases where you have had difficulties with our services, lost money 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. Provided you have made sufficient payments to ensure your account does not go into arrears you but you can pay rent 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 each or all responsible for paying all 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^[r2].

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. If you fail to make payments, as agreed, towards your former tenancy arrears, it shall be a breach of this agreement and we have the right to take court action to get possession of your home.

~~(b)~~ Former tenancy arrears of £ _____ to be repaid at £ _____ per week

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 ~~Housing Related Support~~ 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;
 - other support services (but not personal care, such as helping you dress).
- (c) You must accept the level of support services we provide. If you fail to engage with the support we offer or fail to pay towards those services, it will be a breach of this agreement and we have the right to take court action to enforce this agreement or get possession of your home. We will charge you the costs of taking you to court.

7. Changes to the Support ~~ing 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 Housing-Related 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 Housing-Related 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) (i) You must use the property as your only or main home.
(ii) You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant^[r3] circumstances.
- (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.
- (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 or any other council owned land without our written permission as your landlord, or any other permission you will need, such as planning permission. 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 it 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 apart from items you use for normal domestic reasons.
 - Leave rubbish, or allow it to spill, on areas near your home.
 - Leave used needles or syringes in areas where people in the local area may come into contact with them.
 - 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.
 - 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) ~~You must not access loft spaces unless you have our express prior permission. You must not store any belongings in loft. 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^[r4] 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 spaces. You~~ must keep the loft 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 that 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 a tenancy review, repair, maintenance or improvement work. We will always give you reasonable notice unless it is an emergency. If we have given you notice but you don't let us in, or if it is an emergency, we may have to take action to force entry if we believe there is a serious 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 ask for your permission. A housing officer will only show new tenants around at reasonable times convenient to you.
- (c) 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. We will also aim to recover from you the cost of taking this legal action.
- (d) 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 we will charge you 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 allow any tree or bush to be planted where the roots or branches can cause damage, nuisance or a danger to others or block or get in the way of pavements, shared areas or neighbouring gardens.
1. 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.
5. You must get our written permission before you:
 - install decking or a conservatory, greenhouse, fence, wall, garage, shed, patio, aviary, pigeon loft, fishpond, pool or other structure in your garden; or
 - 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 have a number of tools available to us to ~~will use any method we have available to~~ tackle nuisance and antisocial behaviour and we will use whatever tool we consider reasonable and proportionate in the circumstances, which^[r5] may, ~~including using include mediation, an~~ acceptable behaviour contracts, a demotion order, injunctions, exclusion orders or a possession order. ~~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 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, 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 persons home or possessions;
 - writing threatening, abusive or insulting graffiti;
 - 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, offensive, insulting 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 repair it for you. However, we may charge you the cost of the repair depending on the circumstances.

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 or evict them from the property. We may not have 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 disorderly, offensive or criminal behaviour, or serious nuisance is being caused, or disorder associated with the property we may serve you with a Closure Notice and apply to the court for a Closure order, or 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 a Closure Order has been made, we may also take steps to end this tenancy and ask the court to make a possession order 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) We keep a safety register to list details of people, including tenants of the council, who have been reported to us for abusing staff. This is because we have a duty of care to our staff. 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 (cockerels, geese, sheep, pigs and so on) unless you have our written permission.
 - Keep any animal or pet we decide is unsuitable at the property.
 - Keep more than four cats or two dogs in a flat, bungalow, house or maisonette 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 our written permission.
 - 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 staff, 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 visits 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 your visitors to park any vehicle.
 - Carry out vehicle repairs, which are a nuisance to anyone in the area, or in our opinion are damaging to the property or do not keep to planning permission or the law.
 - Allow others to live in any caravan or motorhome.
 - 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 that we own, including the shared areas, parking areas, grassed areas or roads 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 any land, including roads.
 - Carry out vehicle repairs, which are a nuisance to anyone in the area, or in our opinion are damaging to the neighbourhood or do not keep to planning permission or the law.
 - 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, without a road fund licence~~untaxed~~ or uninsured without getting our written permission. 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^[r6] than the legal minimum.~~
- ~~(g) You must report to the Housing Repairs Service immediately any repairs that need carrying out to your property that we are responsible^[r7] for.~~
- (fh) 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.
- (gi) 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 stating that, depending on certain conditions, we will pay you compensation.

2. Your responsibilities

- ~~(a) (a) You must look after your home in a reasonable and responsible way.~~
- ~~(b) You must report to the Housing Repairs Service immediately any repairs that need carrying out to your property that we are responsible for.~~
- (cb) 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 and unblocking sinks, baths and toilets;
 - 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;
 - replacing fuses to appliances;
 - replacing light bulbs;
 - replacing smoke detector batteries unless we have hard fitted^[r8] thewired 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;
- 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.

(de) You must keep all grates, grids, drains and gullies clean and clear except gutters that catch water from the roof, which are our responsibility.

(ed) You must not do anything to deliberately block toilets and sinks.

(fe) 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.

(gf) You are responsible for decorating the inside of your property to keep it in a good condition.

(h) You are responsible for managing condensation levels inside your property by properly ventilating and heating it. You should not try wet clothes and possessions inside the property on or by radiators or heaters.

3. 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 if someone else caused the damage illegally. If we are satisfied that it was someone else, we will carry out the repair at no charge to you. If we are not satisfied, we will charge you the cost of the repairs.

Section 9 - When you need our written permission

1. In this agreement, we have mentioned instances where you need written permission. This means you must seek our permission before you do what you intend to do. What you require our permission to do and what you are entitled to do will vary depending upon the type of tenancy you have. Your can check what you are entitled to do by looking at the relevant section of this agreement or by looking on our website or by speaking to the Housing Team
2. Where applicable, we will not unreasonably withhold our permission. If we give our permission, we may also set certain conditions.
3. Below is a list of the main things you need to ask our written permission for:

- Making structural changes, alterations, improvements or additions to the property. Building a parking space, garage, hard standing, driveway^[19], conservatory or similar structure, shed, greenhouse, patio, aviary or pigeon loft.
- Installing 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.
- Running a business from your home.
- Removing, replacing or planting any hedge, fence or tree at the property.
- Installing decking, a fishpond, pool or similar structure in your garden.
- Keeping more than four cats or two dogs in a house, bungalow, flat or maisonette with direct access to its own garden.
- Keeping any cats or dogs if you live in a property that does not have direct access to a garden.
- Keeping any animals if you live in a sheltered-housing scheme.
- Fitting a CB or amateur-radio aerial, satellite dish or closed-circuit television system to the property or within its boundaries.
- Subletting any part of the property
- Exchanging or transferring your home.
- Being away from the property for more than four weeks.
- Parking any motorhome, caravan, boat or business vehicle within the property that is part of your tenancy.
- Parking or keeping any private or business vehicle, motorhome, caravan or boat, larger than three tons in the area around your home that we own, including the shared areas, parking areas, grassed areas or roads on the estate.
- Leaving or storing any vehicle that is unroadworthy, untaxed or uninsured in the area around your home that we own, including the shared areas, parking areas or on the estate.
- Keeping or parking any mobility scooter or similar vehicle in your home, on our land or on grassed areas.

Section 10 - Charging you

1. We will not make any charges if the court or the law says that we cannot do so. If any of the conditions say that we can charge you our costs, we will only charge you our reasonable costs, which you agree to must pay. We will send you a bill, letting you know the amount of costs in each case. We will also explain why we are asking you to pay them. If you don't agree that you should have to pay our costs, we may have to go to court to ask for an order for you to pay. The court will then consider all the circumstances and your views and decide whether you should pay and, if so, how much.
2. If we are aiming to recover our legal costs because of legal action we are taking against you, this means that we will ask the court for reasonable costs. The court will decide if you should pay the costs and if so, the amount.

Section 11 - Definitions

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

Acceptable behaviour contract

An acceptable behaviour contract 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). Acceptable behaviour contracts 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 harmful to the health and welfare of others, offensive, abusive or annoying. Some examples of this would be playing loud music, 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 or 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 replaces a secure tenancy or flexible tenancy after the court has made an order as a result of antisocial behaviour. As a demoted tenant you lose certain rights including the right to buy and the right to exchange.

Fixtures and fittings

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

Flexible Tenancy

A flexible tenancy is a type of secure tenancy which lasts for a fixed period of time which is granted under Section 107A of the Housing Act 1985. A “flexible tenant” is a tenant under a flexible tenancy.

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.

Introductory Tenancy

An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. An “introductory tenant” is a tenant under an introductory tenancy, and the “introductory period” is the duration of the introductory tenancy.

Livestock

Livestock includes 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

A formal notice in writing (which could be in the form of a letter) from us to you or from you to us, for example, a Notice of Seeking Possession, ending a secure tenancy or applying for the right to buy.

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 your home back to us.

Relative

A relative is someone who is your parent, child, grandparent, brother, sister, uncle, aunt, nephew, niece, stepfamily member or adopted child.

Relevant agency

These include the police, social services, health authorities, support agencies (for example, Citizens Advice Bureau, debt advice agencies, Surrey Law Centre, mental health and drug support agencies), other local authorities that are relevant to your circumstances, HM Revenue and Customs, Jobcentre Plus and other housing benefit departments.

Secure tenancy

A secure tenancy is a periodic weekly tenancy granted under the Housing Act 1985. A "secure tenant" is a tenant under a secure weekly periodic tenancy.

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).

Structural changes, alterations, improvements, additions

This is anything you want to do which would change the layout or the features of your home including changes to fittings such as in the kitchen or bathroom. It is very important that you do not remove any walls.

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 - Succession Rules

1. If you die whilst you are a tenant, and you are not yourself a successor, your tenancy will pass to a surviving joint tenant or your spouse/civil partner (or someone living with you as a spouse or civil partner) provided they were living with you at the time of your death and the property is their only or principal home. If you are an introductory tenant, your spouse/civil/other partner must also have resided with you for 12 months before your death, although living with^[r10] you at another property also counts. Other family members as defined by s113 of the Housing Act 1985 may be able to succeed to an introductory tenancy under statute.
2. A successor is someone:
 - Who obtained this tenancy or a previous tenancy from us as a result of the death of the previous tenant
 - Who was a joint tenant but following the death of the other joint tenant is now a sole tenant
 - Who has obtained this tenancy otherwise than by way of a tenancy exchange (unless they were a successor in respect of another tenancy) or an order made in family or civil partnership proceedings.
3. Where there is no surviving spouse/civil partner/other partner, then at any time when you are a secure or flexible tenant, we will not permit succession to take place to any other person.
4. If you are a secure or flexible tenant, we may, at our sole discretion, consider^[r11] granting a new tenancy of the property for a fixed term, or if a flexible tenancy for the remainder of any fixed term, to a member of your family (as defined by s113 of the Housing Act 1985), provided that:

- You are not a successor as defined by section 12 (2) above
- They were resident with you for a continuous period of 12 months ending with your death
- They apply to us in writing to be granted a new tenancy within 3 months from the date of your death.

Alternatively we may offer your family member a tenancy of an alternative dwelling. We can decide who (if anyone) will be granted a new tenancy if more than one person applies.

If we do not offer anyone a tenancy of the property, we will take legal action to evict them.

5. Where a spouse/civil partner/other partner succeeds to a secure tenancy under s12 (1), they will^[r12] obtain whatever type of tenancy the law prescribes at the time, for example a secure tenancy, or upon the immediate end of the secure tenancy, a fixed term tenancy for five years.

~~1. A person is qualified to succeed the tenant either under Section 131 of the Housing Act 1996 or Section 87 of the Housing Act 1985, which state that a person may succeed the tenant: if he occupies the dwelling-house as his only or principal home at the time of the tenants death and either:~~

~~—— (a) — he is the tenants 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.~~

Additional Terms for Introductory Tenancies Only

Section 13 – Altering your tenancy agreement

- 1 In addition to those rights set out in Section 1 Clause 12 we also have the legal right to change the tenancy conditions of this agreement after consulting with you.

Section 14 – Structural changes, alterations, improvements or additions

- 1 You must not make any structural changes, alterations, improvements or additions to the property. This includes fitting a CB or amateur radio, aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it.
- 2 If you consider that the property requires an adaptation or improvement please contact the Housing Team to discuss your requirements.

Section 15 – Ending your tenancy

1. General

~~(a) (a)~~ You can end your tenancy at any time but you should ~~must~~ give at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday – and the keys must be returned to our offices by 9.30 am the following Monday morning. Such a notice by one joint tenant, whether with the knowledge^[r13] or consent of the other joint tenant will end the tenancy. We can, at our discretion waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.

(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.

(b) If you leave anyone in the property, we will treat them as a trespasser and take legal action to evict them. We will aim to recover from you the cost of taking this legal action.

(c) You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.

(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. You agree that if you leave anything in your home and garden we can dispose of it. You agree to pay us our costs. ~~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', you agree to pay our ~~we will charge you the~~ costs 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 will charge you any of the following at the end of your tenancy:

- If you do not end the tenancy properly, we will charge you extra rent up until 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 or changing locks.
- 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 16 Grounds for Possession:

1 The Council will only take steps to recover possession of your home in the following circumstances:

- (a) If you break any of the terms or conditions of this tenancy agreement. (If the court grants the Council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted).
- (b) Where the sole tenant dies and there is no person who is qualified to succeed to the tenancy.
- (c) If the property ceases to be your only or principal home or you sub-let the whole of the property or you otherwise abandon the property Council may end the tenancy by serving you with a 'notice to quit'.

Additional Terms for Flexible Tenancies Only

Section 13 – Additional Rights as a Flexible Tenant

1 In addition to those rights set out in Section 1 Clause 2, as a flexible tenant you also have the following rights, depending upon your circumstances:

(a) 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 but must notify us in advance of the name and age of who is to living in your home.

(b) You can sublet part of your home but you must get our written permission first. 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.

(c) ~~Under sections 91 and 92 of the Housing Act 1985, y~~ou can exchange your home with another tenant of a local authority or registered social landlord. You and the other tenant must have written permission from each landlord before you exchange. We can refuse to consent to an exchange on grounds set out in legislation.

(d) You can transfer your tenancy to someone else, using a deed of assignment, if you have our written permission and:

- 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.

The Court can also order you to transfer your tenancy to your husband wife or civil partner.

(e) 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.

(f) 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.

(g) 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.

Section 14 – Additional Conditions applying to exchanges

- 1 If you are exchanging your home with another tenant, you must give our staff, contractors or agents access to inspect and carry out health and safety checks such as ~~and~~ servicing ing the gas, electrical and other installations. If we ~~cannot~~ ~~don't~~ carry out these inspections and checks, we can prevent a mutual exchange from taking place.
- 2 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 left in by the previous tenant and take over responsibility for decorations and so on.
- 3 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.
- 4 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.~~ [r14]

Section 15 – Structural changes, alterations improvements or additions

- 1 You must not make any structural changes alterations improvements or additions to the property without our written permission. This includes items such as using polystyrene, artex or similar products, laying laminate or similar flooring. This is not a complete list.
- 2 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 you the cost of the work. If we refuse permission, we will give you

our reasons in writing. You will **also** need to have any other permission, such as planning permission or building regulation approval (or both), as appropriate.

- 3 If the work you want to do includes electrical work, it will need to be carried out by a contractor registered with the National 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.
- 4 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.
- 5 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, you agree to pay us the~~we will charge you the~~ cost of any work needed.
- 6 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.
- 7 If you want to have a water meter fitted and you share your water supply with a neighbour, you must contact us first.
- 8 You must not fit a CB or amateur radio aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it unless you have our written permission.

Section 16 – Ending your Tenancy

1 General

You can end your tenancy at any time by giving the Council at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by 9.30am the next day.

We can, at our discretion waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.

In the case of joint tenants, one tenant can end the tenancy by giving the Council notice in the same way, regardless of the views of any other joint tenant(s).

(a) This right to end the tenancy:

- (i) May also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
- (ii) Is in addition to the statutory right of termination given by Section 107C of the Housing Act 1985, namely by a written notice of 4 weeks^[r15], which can only be given if you do not have rent arrears and are not otherwise in material breach of your tenancy.
- (iii) Does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

~~(b)~~(a) Once you have given a notice under Section 16 1 (a) above you must allow our officers or contractors into your home to inspect its condition before you leave.

~~(e)~~(b) Before you leave you must report all repairs that are needed and carry out any repairs that you are responsible for.

2 How the Council may end your tenancy

During the fixed term

Statutory grounds

- (a) Providing your flexible tenancy is secure the Council may end it by obtaining an order of the court for possession of the property and by the execution of

the order. The Council may seek such an order on any of the statutory grounds for possession in force at the time an order is sought.

Break notice

(b) If your fixed term tenancy is not secure because either:

(i) the sole or both joint tenants have died; or

(ii) you have ceased to reside in the property as your only or principal home^[r16] then the Council may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice').

(c) If your tenancy is demoted by order of the court.

~~service ('a break notice'). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of Section 80 of the Housing Act 1985 is not satisfied.~~

~~(e) Without prejudice to the above, if your fixed term tenancy is not secure then the Council may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:~~

~~(i) the sole tenant has died, or~~

~~(ii) all joint tenants have died.~~

Forfeiture

(d) Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the Council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the Council will not forfeit by re-entering the property.

(e) Forfeiture does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or

other charges or any other breach of the tenancy conditions which took place before the tenancy ended. All service charges and all other charges are recoverable as if they are rent.

- (f) This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

At the end of the fixed term~~after the fixed term~~

(g) Between Nine and Six months before the end of the fixed period, we will carry out a review of your tenancy to decide whether we will renew your tenancy and if so on what terms. This will take into account all the circumstances as they exist at that time, including:

- (1) any changes to your household make up or occupation,
- (2) your income, savings and assets and any other financial resources
- (3) Any vulnerability of the tenant and members of the household

(h) You agree to provide details of your household circumstances, income, savings, assets and any other financial resources on request, to enable the review to be carried out. If you fail to do so, we will not renew your tenancy.

(i) Not later than 6 months before the end of the fixed term we will send^[r17] you a notice telling you whether we will:

Option 1: Offer you a new tenancy of the property at the end of this current tenancy;

Option 2: End this tenancy and seek possession of the property but offer you a tenancy of another property instead; or

Option 3: End this tenancy and seek possession of the property without offering you a new tenancy.

(j) If we decide not to renew your tenancy of this property we will tell you why we have made that decision. You will have the legal right to ask us to review our decision. You will have 21 days to request a review from the date the notice is served. Details of how to request a review and the time limit for doing so will be given in the notice.

~~(g) If we decide not to renew your tenancy and either you do not ask us for a review or we confirm our original decision, we will give you a notice requiring possession under Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the Council may seek a court order to evict you by following the statutory procedure in Section 107D (4) of the Housing Act 1985. The date after which we will require possession will not be earlier than the natural end date of your flexible tenancy or less than 2 months after the date we serve the Notice on you. If you do not leave by that date, we are entitled to ask the court to make an order for possession. In summary, this means:~~

~~— (i) Giving you not less than six months' written notice:~~

- ~~— 1. Stating that the Council does not propose to grant another tenancy on the expiry of the flexible tenancy,~~
- ~~— 2. setting out our reasons for not proposing to grant another tenancy, and~~
- ~~— 3. informing you of your right to request a review of our proposal and of the time within which such a request must be made.~~

~~— (ii) Giving you not less than two months' written notice stating that the Council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.~~

~~— (iii) Carrying out any review that you seek.~~

~~— (iv) Obtaining a court order.~~

~~(h) If your fixed term tenancy has ended and it was not secure when it ended then you may be a trespasser.~~

~~(i) If your fixed term tenancy has ended and it was secure when it ended but [r18] has subsequently ceased to be secure then you may become a trespasser after service by the Council of a notice to quit.~~

3 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 take legal action to evict them. We will aim to recover from you the cost of taking this legal action.

(c) You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.

(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. You agree that if you leave anything in your home and garden we can dispose of it. You agree to pay us our costs ~~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', you agree to pay our ~~we will charge you the~~ costs 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 will charge you any of the following at the end of your tenancy:

- If you do not end the tenancy properly, we will charge you extra rent up until 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 or changing locks.
- 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.

Additional Terms for Secure Tenancies Only

Section 13 – Additional Rights as a Secure Tenant

1 In addition to those rights set out in Section 1 Clause 2, as a secure tenant you also have the following rights, depending upon your circumstances:

(h) 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 but must notify us in advance of the name and age of who-of-who is to liveing in your home.

(i) You can sublet part of your home but you must get our written permission first. 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.

(j) ~~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 and the other tenant must have written permission from each landlord before you exchange. We can refuse to consent to an exchange on grounds set out in legislation.

(k) You can transfer your tenancy to someone else, using a deed of assignment, if you have our written permission and:

- 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.

The Court can also order you to transfer your tenancy to your husband wife or civil partner.

(l) 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.

(m) 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.

(n) 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.

Section 14 – Altering your tenancy agreement

- 1 In addition to those rights set out in Section 1 Clause 12 we also have the legal right to change the tenancy conditions of this agreement after consulting with you.

Section 15 – Additional Conditions applying to exchanges

- 1 If you are exchanging your home with another tenant, you must give our staff, contractors or agents access to inspect and carry out health and safety checks such as and servicing the gas, electrical and other installations. If we ~~cannot~~ carry out these inspections, we can prevent a mutual exchange from taking place.
- 2 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 left in by the previous tenant and take over responsibility for decorations and so on.
- 3 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.
- 4 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 16 – Structural changes, alterations improvements or additions

- 1 You must not make any structural changes alterations improvements or additions to the property without our written permission. This includes items such as using polystyrene, artex or similar products, laying laminate or similar flooring. This is not a complete list.

- 2 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 you the cost of the work. If we refuse permission, we will give you our reasons in writing. You will **also** need to have any other permission such as planning permission or building regulation approval (or both), as appropriate.
- 3 If the work you want to do includes electrical work, it will need to be carried out by a contractor registered with the National 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.
- 4 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.
- 5 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 will charge you the cost of any work needed.
- 6 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.
- 7 If you want to have a water meter fitted and you share your water supply with a neighbour, you must contact us first.

- 8 You must not fit a CB or amateur radio aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it unless you have our written permission.

Section 17 – Ending your tenancy

1 General

(a) You can end your tenancy at any time but you must give at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by 9.30 am the next day. Such a notice by one joint tenant, whether with the knowledge or consent of the other joint tenant, will end the tenancy.

We can at our discretion waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.

(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 take legal action to evict them. We will aim to recover from you the cost of taking this legal action.

(c) You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.

(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. You agree that if you leave anything in your home and garden we can dispose of it. You agree to pay us our costs~~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', you agree to pay us our~~we will charge you the~~ costs 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 will charge you any of the following at the end of your tenancy:

- If you do not end the tenancy properly, we will charge you extra rent up until 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 or changing locks.
- 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.

Grounds for Possession of Secure and Flexible Tenancies

This section contains the circumstances in which the court may give possession of your home back to the Council.

We are entitled to rely on any of the grounds for possession that are in force at the time we take action.

The following is a summary of the grounds in force at the time this model tenancy agreement was drafted but we are entitled to rely on any of the grounds for possession that are in force at the time we take action.

~~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 Summary Grounds on which the court may order possession if it considers it is reasonable – we are entitled to rely on the full grounds as set out in legislation and amended from time to time.

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 or visiting the dwelling-house has been guilty of conduct causing or likely to cause a~~which is a~~ nuisance or annoyance to persons in the locality of the property, neighbours, or has been guilty of conduct causing or likely to cause a nuisance or annoyance o the landlord or a person employed by the landlord in connection with the landlord's housing management function, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence in or in the locality of the property.-

Ground 2ZA:

The Tenant or an adult residing in the Property has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom

Ground 2A:

You have caused your spouse or partner to leave the Property by the use or threat of violence

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 or a person acting at the tenant's instigation.-

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 either 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

- (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
- (b) 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

- (a) 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;
- (b) 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
- (c) 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:

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling-house; or
 - (b) 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 10A:

The dwelling-house or part of the dwelling house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Regulator of Social Housing in accordance with Part V and the landlord intends within a reasonable time of obtaining possession to:

- a. dispose of the dwelling house, or
- b. dispose of the part and reasonably requires 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:

- (a) there is no longer such a person residing in the dwelling-house; and
- (b) 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

- (a) 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
- (b) 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
- (c) 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 15A:

The dwelling house is in England, the accommodation afforded by it is more extensive than is reasonably required by the tenant and:

- a) The tenancy vested in the tenant by virtue of s89 (succession to periodic tenancy) or s90 (devolution of term certain) in a case where the tenant was not the previous tenants' spouse or civil partner, and
- b) Notice of the proceedings for possession was served under s83 (or where no such notice was served proceedings were begun) more than six months but less than 12 months after the relevant date.

Relevant date is the date of the previous tenant's death or when the landlord became aware of the death.

In determining whether it is reasonable to make a possession order the court will also consider the age of the tenant, the period of occupation, and financial support given by the tenant to the previous tenant.

Ground 16:

Applies to Wales only.

~~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~~
- ~~(b) notice of the proceedings for possession was served under section 83 more than six months but less than twelve months after the date of the previous tenants 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~~

- ~~(a) the age of the tenant;~~
- ~~(b) the period during which the tenant had occupied the dwelling-house as his only or principle home; and~~
- ~~(c) any financial or other support given by the tenant to the previous tenant.~~



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