
REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 9
DATE OF MEETING:	4th FEBRUARY 2016	CATEGORY: DELEGATED
REPORT FROM:	PERFORMANCE AND POLICY MANAGER	OPEN
MEMBERS' CONTACT POINT:	MARTIN GUEST (5940) martin.guest@south-derbys.gov.uk	DOC:
SUBJECT:	NEW TENANCY AGREEMENT	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: HCSO1

1. Recommendations

- 1.1 That Members note the Council's proposed new Housing Tenancy Agreement and legal contract.
- 1.2 That Members note that the key changes to the draft agreement have been sent out for consultation to all tenants via the serving of a Preliminary Notice of Intention to serve a Notice of Variation, pursuant to section 103(2) of the Housing Act 1985, contained in Appendix 1, on the 25 January 2016.
- 1.3 That Members agree the final process for consultation and authorise the Director of Housing and Environmental Services, in consultation with the Chairman of the Housing and Community Services Committee, to finalise the tenancy agreement subject to any changes arising out of the consultation.
- 1.4 That Members approve service of a Notice of Variation, pursuant to section 103 of the Housing Act 1985, on the 2 March 2016.

2. Purpose of Report

- 2.1 This report sets out the main changes and revisions proposed for South Derbyshire District Council's Housing Tenancy Agreement. This document will affect all of South Derbyshire's existing secure and introductory tenants and will replace the current Tenancy Agreement and will be used to "sign-up" new tenants in the future.
- 2.2 The Tenancy Agreement is subject to a formal and prescriptive consultation process with tenants. The proposed scope of the consultation and timeframe is also set out in this report.

3. Detail

Background

- 3.1 The current Tenancy Agreement has not been reviewed or updated for a number of years and needs to be brought up to date to respond to:
- Changes to Housing Regulation and legislation which allow us, for instance, the opportunity to consider different forms of tenure.
 - Clarify responsibilities arising from recent changes in our local policies such as recharges for repairs.
 - Refresh the language used and presentation of the Tenancy Agreement to make it a more user friendly and readable document.
 - Amend, update or introduce new tenancy clauses to reflect changes in the types of complaints and concerns raised by tenants and Members as well as those encountered by Housing staff in the course of their work.

Consultation undertaken so far

- 3.2 As part of the process to develop the new tenancy agreement, consultation with the Council's Tenants Panel has taken place and the Panel have been actively involved in drafting and preparing the proposed document.
- 3.3 Council officers have also been consulted and have inputted into the new agreement highlighting areas that need to be included and suggesting revised wording to be used. Our Legal Services team have helped to address the legal implications contained in the new agreement.
- 3.4 The Council has written to all tenants on the 25 January 2016 with a detailed breakdown of all the proposed changes by serving a Preliminary Notice of Intention to serve a Notice of Variation pursuant to section 103(2) of the Housing Act 1985.
- 3.5 The Council has also provided tenants with supporting documentation including a simple guide to the changes and a timetable for the consultation. These are available on the Council's website by clicking on 'New Tenancy Consultation' on the popular links from the front page, by directly by clicking [New Tenancy Consultation](#) or by contacting Housing Services to request hard copies of this documentation.

New Tenancy Agreement

- 3.6 The proposed new Tenancy Agreement is available on the [New Tenancy Consultation](#) page on the web site. The main points covered in the proposed new Tenancy Agreement are summarised in each section in 3.7 to 3.16. A separate legal contract page will also now be included and this will be signed by new tenants following the implementation of the proposed new Tenancy Agreement. The changes between the current and proposed new Tenancy Agreement are shown in the Notice of Variation shown in Appendix 1.

What's covered in the new agreement?

- 3.7 Section 1 covers the definitions of the language used in the document.
- 3.8 Section 2 talks about the different types of tenancy (introductory, flexible and secure) that this document covers and the responsibilities of the tenants in terms of keeping to the agreement.
- 3.9 Section 3 details how and when tenants should pay their rent and service charges.
- 3.10 Section 4 covers the Council's responsibility to repair and maintain properties and sets out what tenants are required to do as well as the arrangements for carrying out alterations, gas servicing and arranging contents insurance.
- 3.11 Section 5 details what tenants can expect from their neighbours and the wider community along with what their expected behaviour and that of members of the household, their visitors and pets should be.
- 3.12 Section 6 covers living in Council property, providing access to Council officers or representatives along with conditions on keeping pets, running a business, keeping the garden in order and parking at the property.
- 3.13 Section 7 details any health, safety and hygiene issues at the property.
- 3.14 Section 8 talks about how the Council should treat its tenants and how it will consult over the things that affect them and how tenants can complain if they are not happy about the services provided.
- 3.15 Section 9 informs tenants what they need to do if they want to end their tenancy or move home.
- 3.16 Section 10 advises tenants what they need to do if they wish to assign their tenancy to another person.

Easy Read Tenancy Agreement

- 3.17 Alongside these proposed changes, the Council has worked with tenants and other interested groups to produce an Easy Read Guide for tenants to support the current Tenancy Agreement. This is now offered to all new tenants as part of the sign up process. A copy of this is available on the [New Tenancy Consultation](#) page on the web site and this will be updated further following the proposed changes to the Tenancy Agreement.

Next Steps

- 3.18 Any feedback or proposed changes suggested by tenants from the consultation will be collated and then discussed by tenants and officers at a meeting on the 26 February 2016 and any necessary changes will be agreed following discussions with the Director of Housing and Environmental Services in consultation with the Chairman of the Housing and Community Services Committee.

3.19 Following this feedback, the Council will then serve a Variation Notice, pursuant to section 103 of the Housing Act 1985, on the 2 March 2016 on all tenants. The new Tenancy Agreement will then come into effect from the 4 April 2016, the start of the Council's rent year.

4. Financial Implications

4.1 None

5. Corporate and Community implications

5.1 Providing services that meet the needs and aspirations of customers is a key aim of the Service and Council and delivers on several Corporate Plan outcomes.

Appendix 1 – Notice of Variation – proposed changes of tenancy

Previous Terms in Tenancy Agreement	Proposed Variation to Tenancy Agreement												
<p>Section 1 on page 2 of the existing agreement sets out the type of tenancy, tenancy details including property type, rent, other charges and signatures.</p>	<p>This information is now contained in a contract page and is separate to the tenancy agreement.</p>												
<p>Definitions on page 3 sets out what the terms mean in the tenancy agreement.</p>	<p>The list of definitions is shown in Section 1 – Definitions and has been expanded to cover the terms used in the new agreement and is contained on page 3-5. The ones highlighted are the ones currently referred to in your tenancy agreements</p> <table border="1" data-bbox="654 555 1883 1423"> <tbody> <tr> <td data-bbox="654 555 898 699">Alterations</td> <td data-bbox="898 555 1883 699">Any changes or additions to your home that are different to when you signed this agreement, including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.</td> </tr> <tr> <td data-bbox="654 699 898 954">Anti-Social Behaviour</td> <td data-bbox="898 699 1883 954">“anti-social behaviour” means: (a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.</td> </tr> <tr> <td data-bbox="654 954 898 1066">Asking Permission</td> <td data-bbox="898 954 1883 1066">If, in this agreement, it says that you must ask for permission to do something, you must put your request in writing. The correspondence must be signed by the tenant and then handed in, emailed or posted to the Council.</td> </tr> <tr> <td data-bbox="654 1066 898 1137">Assigning</td> <td data-bbox="898 1066 1883 1137">This is the legal process of passing all your tenancy rights and responsibilities over to another person.</td> </tr> <tr> <td data-bbox="654 1137 898 1281">Civil Partner(s)</td> <td data-bbox="898 1137 1883 1281">Two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004. A person who is living with the tenant as if they are civil partners shall be treated as the tenant’s civil partner.</td> </tr> <tr> <td data-bbox="654 1281 898 1423">Domestic Violence</td> <td data-bbox="898 1281 1883 1423">Any violence between current or former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.</td> </tr> </tbody> </table>	Alterations	Any changes or additions to your home that are different to when you signed this agreement, including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.	Anti-Social Behaviour	“anti-social behaviour” means: (a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.	Asking Permission	If, in this agreement, it says that you must ask for permission to do something, you must put your request in writing. The correspondence must be signed by the tenant and then handed in, emailed or posted to the Council.	Assigning	This is the legal process of passing all your tenancy rights and responsibilities over to another person.	Civil Partner(s)	Two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004. A person who is living with the tenant as if they are civil partners shall be treated as the tenant’s civil partner.	Domestic Violence	Any violence between current or former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.
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Exchanging/ Mutual Exchange	Swapping your tenancy with that of another Council or social landlord.
Flexible Tenancy	A fixed term tenancy of up to 5 years.
Fraud	This is when someone gives false information or takes certain action in order to get something which they would not otherwise be entitled to get, for example money, benefits or a tenancy.
Household	All the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.
Introductory Tenancy	A 12-month probationary period at the start of your tenancy, which can be extended up to a total of 18 months. Provided there are no breaches of tenancy it will convert to a secure or flexible tenancy.
Joint Tenancy	A joint tenancy is when two or more adults (aged 18 or over) are named on the tenancy agreement. Joint tenants have equal rights and responsibilities under the tenancy agreement for the whole of the tenancy. They are both responsible, together and individually, for keeping to these tenancy conditions and paying the rent.
Lodger	Someone who rents a room in your home and shares your facilities under a formal arrangement.
Neighbour	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
Notice of Possession Proceedings (NOPP)	Introductory tenants who have breached their conditions of tenancy will receive a Notice of Possession Proceedings (NOPP). It means the Council intends to obtain an order for possession from the court to make you leave the property. You will have the right to request a review of the Council's decision.
Notice	This is a formal written document, given either by you or the Council, to end the tenancy agreement. Notices given by the Council would include Proceedings for Possession, Notice to Quit or Notice of Seeking Possession.
Notice of Seeking Possession (NOSP)	This notice means you have breached a condition of your tenancy (secure or flexible) and is the first step in the Council taking legal action to make you comply with your tenancy agreement or face an application to court for possession.
Notice to Quit	A Notice to Quit is a written document informing that the tenancy is going to come to an end. Either the Council or the tenant can issue this. The minimum notice period is normally 28 days.

Possession Order	This is a formal instruction from a court that gives us permission to take action to make you leave the property.
Review	A written or verbal request from you to consider specific facts or matters when either: <ul style="list-style-type: none"> You are appealing against an extension or action to end your introductory tenancy or You are not going to be offered a new tenancy when your flexible tenancy ends
Secure Tenancy	This is a lifetime tenancy so long as you comply with your tenancy agreement.
Serve	To issue and record the delivery of official documents relating to the tenancy.
Service charges	These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example lifts and door entry systems, communal lighting or where there are common areas that need cleaning and maintaining.
Shared/ Communal areas	When we use the words 'shared areas' in flats this includes stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, bin stores, parking bays and other areas that can be used by more than one person living in the same building.
Social or affordable Landlord	This is any landlord that provides rented homes and is registered with the Homes and Communities Agency. This can include councils, housing associations and tenant-run organisations.
Spouse	A person who is living with the tenant as the tenant's wife or husband shall be treated as the tenant's spouse.
Subletting	Entering into a written or spoken agreement with someone to pay you rent for allowing them to live in the property while you live somewhere else or allowing them to live in part of the property while you live in the other part. The person you sublet to is called a subtenant.
Succession	This is when a tenant dies and the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances.
The property	This is the building or part of a building that you have the right to occupy under this agreement. It also includes any garden that is part of the tenancy and is

		used only by you and members of your household. It does not include any area that you share.
	Tenancy Fraud	<p>Unlawful Sub-letting – When a tenant lets out their council or housing association home without the knowledge or permission of their landlord they are unlawfully subletting.</p> <p>Obtaining Housing by deception – When a person gets a council or housing association home by giving false information in their application, for example not telling the landlord they are renting another council or housing association property, they are committing housing fraud.</p> <p>Unlawful succession – When a tenant dies, there are rules that say what should be done with the tenancy. Wrongly claimed succession is when someone, who is not entitled, tries to take over the tenancy. For example, they might say they lived with the tenant before they died, when in fact they were living elsewhere.</p> <p>Non-Residence – A tenant of a Social or Registered Landlord who ceases to live at the address provided by that landlord may lose their assured tenancy status and lose their right to retain occupation of that property.</p>
	Tenants Handbook	A document containing useful information regarding the services you can access as part of your Tenancy with South Derbyshire District Council.
	Transferring	This is when you move to another property owned by the Council.
	We, us	South Derbyshire District Council and anyone acting on our behalf.
	You or tenant	If you are joint tenants the word ‘you’ or ‘tenant’ refers to both tenants but also to either tenant. This is because each of you, as individuals, has complete responsibility for keeping to the terms of the Tenancy Agreement.
<p>Section 2 on page 3 of the existing agreement sets out your rights as an introductory tenant and the process for review and moving to a secure tenancy.</p>	<p>These conditions for Introductory Tenancies only are set out in Section 2 – About your Tenancy Agreement</p> <p>2.15 If you have an introductory tenancy, you will normally become a secure or flexible tenant after a probationary period. The probationary period is usually for one year.</p> <p>As an introductory tenant you do not normally have the right to:</p> <ul style="list-style-type: none"> • Sublet, take in a lodger, assign or exchange any part of the property • Carry out improvements to the property or 	

	<ul style="list-style-type: none"> • Apply to buy your property. <p>2.16 If we decide to end your tenancy, we must serve a Notice of Proceeding for Possession. This will tell you that we intend to go to court to ask for a Possession Order and will give the reasons why we are taking possession.</p> <p>2.17 If we decide to serve you with a Notice of Proceeding for Possession you have the right to appeal against that decision in writing within 14 days of the date that the Notice was served.</p> <p>2.18 If we apply to court, the court will normally give us a Possession Order.</p>
<p>Section 3 of the existing agreement on page 4 to 10 sets out the standard terms and conditions of the tenancy agreement</p>	
<p>1. Living in the Property</p> <p>a) You must move into the property inside 28 days of the tenancy starting.</p> <p>b) You must use the property as your only and main home. You must use it as a private home only (that is you may not run a business from it without our written permission).</p> <p>c) You must tell us if you will be away from the property for more than 28 days. We will then know you have not abandoned the property.</p> <p>d) If you are away from the property for more than 28 days without telling us we may take action to end your tenancy.</p>	<p>This is now covered in Section 2 – About your Tenancy Agreement and Section 6 – Living in Your Home</p> <p>Keeping to the Tenancy Agreement</p> <p>2.4 This tenancy agreement gives you the right to stay in the property as long as:</p> <ul style="list-style-type: none"> • You do not break any of the conditions of the agreement, • You live in the property as your main home and do not have an interest in any other property, • You have not been ordered to leave the property by a court, or • Your flexible tenancy is about to come to an end. <p>2.5 If you break any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property. Before we take action you will be given the opportunity to discuss the matter with your Housing Officer. You will also be given the opportunity to correct the situation.</p> <p>2.6 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent and charges. (See paragraph 3.8)</p> <p>Moving out permanently or for a short while</p> <p>2.22 You must tell us if you need to live somewhere else or you are going to be away for a while. In normal circumstances we will take no further action. If you go away from the property for more than four weeks without telling us we will assume that you have abandoned the property and we may take action to end your tenancy. If you do go away you must take the appropriate measures to ensure that</p>

	<p>the property is safe for example the water is turned off preventing burst pipes in cold weather.</p> <p>2.23 We have the right to ask you to move or from time to time we may ask you to temporarily move properties.</p> <p>Examples of such reasons are:</p> <ul style="list-style-type: none"> • The property has special adaptations for a disabled or elderly person who no longer lives there, • The property needs to have major repair or renovation work done that would make it impossible or dangerous for you to stay in it while this was being done, • The property has become unsafe for some reason and we need to move you for your own safety, <p>or</p> <ul style="list-style-type: none"> • The property requires demolition. <p>If we need you to move out of your property for such reasons, we will offer you another suitable property to move to. However, if you refuse to move this will be a breach of your tenancy agreement and we can apply to a court to allow us to make you, and anyone living with you, leave the property.</p> <p>Activities in your home</p> <p>6.14 If you want to run a small business from the property you must first get our written permission subject to any regulatory permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance to your neighbours. (See definition of asking permission in section 1)</p> <p>6.15 We can withdraw our permission if we believe your business causes a nuisance.</p>
<p>2. Rent</p> <p>a) You must pay the rent and other charges when they are due. We may change the rent by giving you four weeks' notice in writing and may change other charges by giving you such notice.</p> <p>b) Your rent is due fortnightly in advance. You may pay at the post office, at the Civic Offices, by direct debit or by standing</p>	<p>This is now covered in Section 3 – Paying your Rent (including service charges)</p> <p>3.1 At the beginning of your tenancy the total amount of rent and other charges the Council must receive from you is shown in the contract accompanying this tenancy agreement.</p> <p>3.2 The total amount you must pay may include certain other payments or charges for additional services. These are called service charges. If any of these are included in your rent they will be listed in your offer letter at the beginning of your tenancy and in any further letters you receive about changes to your rent.</p> <p>3.3 From time to time we will change your rent and/or service charges (this will normally be annually</p>

<p>order.</p> <p>c) You may be entitled to Housing Benefit. If you want to claim, you must fill in a Housing Benefit application form or a renewal application, and send all the information we need to assess your application. Send your application to Revenue Services, Civic Offices, Civic Way, Swadlincote, DE11 0AH.</p>	<p>in April). We will write you a letter four weeks in advance of any change, letting you know the new amount you must pay.</p> <p>3.4 You must pay your rent on time. Your rent is due to be paid periodically in advance. Your account must not be paid in arrears. All Universal Credit tenants will require to pay their rent in advance.</p> <p>3.5 You can pay in various different ways. More details on payment methods are shown in the Tenants' Handbook.</p> <p>3.6 If you do not make all your payments on time, we can apply to a court to make you pay your rent. If you are not able to make a payment please contact your Housing Officer.</p> <p>3.7 You must not hold back any rent because you have a dispute with the Council.</p> <p>3.8 If you are joint tenants, you are each responsible for all the rent. We can get back any rent owed for your property from any one person named as a tenant on this agreement, even if that person is no longer living in the property.</p> <p>3.9 Your rent must be paid at all times.</p>
<p>3. Ending the tenancy</p> <p>To end your tenancy, you must give us at least four weeks' notice in writing. The notice will end on a Monday at noon.</p>	<p>This is now covered in Section 9 - Moving home and ending your tenancy</p> <p>If you want to end your tenancy</p> <p>9.5 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. In joint tenancies any person that is left in the property should contact the Council immediately they become aware that notice has been served by the joint tenant.</p> <p>9.6 If you want to end your tenancy, you must write to South Derbyshire District Council and you must give us notice at least four weeks before you want to leave the property.</p> <p>9.7 The four weeks' notice must always end on a Sunday.</p> <p>9.8 You cannot normally end your tenancy by passing it on to someone else. This is explained in paragraphs 10.6 and 10.7.</p> <p>Preparing to leave your home</p> <p>9.9 You must leave the property (including the garden) clean and tidy and remove any rubbish or items you do not want to take with you.</p> <p>9.10 You must remove all your possessions from the property (including the garden) unless you have an agreement with us to leave certain items.</p> <p>9.11 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will</p>

	<p>assess the property before you leave. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work. You are not expected to repair normal ‘wear and tear’ on the property while you have lived in it.</p> <p>At the end of the tenancy</p> <p>9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.</p> <p>9.13 You must pay all the rent you owe up to the day your tenancy ends.</p> <p>9.14 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:</p> <ul style="list-style-type: none"> • Damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet, • Repairs that are your responsibility to repair. These are set out in your Tenants’ Handbook, • Items that are missing, • Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard, • Removing or disposing of anything you leave, and • Cleaning the property or clearing your garden if not left in a reasonable condition. • Providing a forwarding address <p>9.15 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.</p> <p>9.16 If you do not return all the keys of the property to the Civic Offices by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.</p>
<p>4. Assigning the tenancy Secure tenants must get our written permission before trying to assign, transfer or exchange their tenancy. Introductory tenants may</p>	<p>This is now covered in Section 9 - Moving home and ending your tenancy and Section 10 - Assigning over your tenancy to someone else Your right to move somewhere else</p> <p>9.1 You can apply to move to another property belonging to South Derbyshire District Council. This is called a transfer (See definition of transferring in section 1). You must complete a form to be accepted</p>

onto the Choice Based Lettings scheme.

9.2 We will not normally allow you to transfer to another property owned by South Derbyshire District Council or any other social landlord, if:

- You owe us any rent or other debts,
- Your property, including the garden, is in poor condition, or
- You have made improvements or alterations to the property without our written permission.

(See paragraphs 4.9 to 4.14 about alterations). (See definition of social landlord in Section 1).

9.3 You can ask to see a summary of how we decide who gets offered a South Derbyshire District Council home. You can get a copy of our Allocations Policy from:

Housing Services
South Derbyshire District Council
Civic Offices
Swadlincote
Derbyshire
DE11 0AH

9.4 If you are a secure or flexible tenant, you can apply to exchange properties with another South Derbyshire District Council tenant or a tenant of a housing association or another local council. (See paragraphs 10.8 to 10.11 about exchanging)

Succession

10.1 In the event of death, there may be a legal right of succession. Succession can only take place under the limited provisions detailed in the Housing Act 1985.

10.2 Provisions governing succession are detailed in the Council's Tenancy Policy and all successions will be managed in line with Tenancy Policy.

Assignment

10.3 In some special situations you can pass on your tenancy to someone else. This will be done by assigning the tenancy (See definition of assigning in section 1). You need to meet the relevant criteria set out in law and we will grant permission and update the tenancy agreement. If you try to hand over the tenancy to someone else without our permission we can apply to a court to make you, and anyone living

	<p>at the property leave.</p> <p>10.4 You cannot hand over your tenancy to another member of your household because of a divorce or relationship breakdown. If the matter goes to court, the court will make the decision based on the following:</p> <ul style="list-style-type: none"> • Matrimonial Causes Act 1973, Section 24; • Matrimonial and Family Proceedings Act 1984, Section 17(1); • Paragraph 1 of Schedule 1 to the Children Act 1989; • Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004; <p>Mutual exchanges</p> <p>10.5 If you are a secure or flexible tenant, you can exchange homes with another South Derbyshire District Council tenant or a tenant of a Registered Provider or another local council but you must get our permission in writing first. This is called an exchange (See definition of exchanging and asking permission in section 1).</p> <p>10.6 We cannot refuse permission to exchange unless there is a good reason. Examples of such reasons are:</p> <ul style="list-style-type: none"> • We are in the process of taking legal action because you are in rent arrears, or because we need to move you or the tenants of the other property involved to another property, • One of the homes has special adaptations for a disabled or elderly person and no one moving into the property needs the adaptations, • One of the properties would become overcrowded, • One of the properties would be too large for the household moving in, or • One of the properties is part of a supported housing scheme and the household moving in would be too young for supported housing. <p>10.7 We can withdraw the permission for the exchange based on 10 grounds of Schedule 2 of the Housing Act.</p> <p>10.8 It is illegal to pay someone to exchange properties with you. If you do this we can apply to a court to allow us to make you, and anyone living with you, leave the property.</p>
<p>5. Lodgers and sub-tenants A lodger is someone who lives in your home and you also provide other services to, for example cooking and cleaning. A</p>	<p>This is now covered in Section 2 – About your tenancy agreement, Section 5 – Your Neighbours and Community, Section 6 - Living in your home and Section 9 - Moving home and ending your tenancy</p> <p>For Introductory Tenancies only</p>

<p>sub-tenant is someone who is renting part of your home from you.</p> <p>If you are a secure tenant, you may take in lodgers and sub-tenants, but you:</p> <p>a) must get our written permission before subletting, or giving up possession of, part of the property. We will not refuse permission unreasonably.</p> <p>b) must give us the names of any lodgers you take in or sub-tenants.</p> <p>c) are responsible for their actions and behaviour. You are responsible for removing them from the property, even if you have already left the property.</p> <p>Introductory tenants must not take in lodgers or sub-tenants.</p>	<p>2.15 If you have an introductory tenancy, you will normally become a secure or flexible tenant after a probationary period. The probationary period is usually for one year.</p> <p>As an introductory tenant you do not normally have the right to:</p> <ul style="list-style-type: none"> • Sublet, take in a lodger, assign or exchange any part of the property • Carry out improvements to the property or • Apply to buy your property. <p>Behaviour of members of your household, your visitors and pets</p> <p>5.4 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, including friends or visitors to your home. You will also be held responsible if you incite instruct allow or encourage anyone to act for you.</p> <p>Who can live in the property with you?</p> <p>6.3 You must let us know who is living with you, their details and their relationship to you.</p> <p>6.4 You can take in lodgers as long as your property is not considered to be overcrowded. As an introductory tenant, you don't have the right to sublet your home or to take in lodgers.</p> <p>6.5 If you are a secure or flexible tenant you can ask to sublet part of your property while you live in only part of it. You must write to your Housing Officer asking for our permission and you must not sublet until you have received our permission in writing. We will not give permission for you to sublet the whole of the property and live somewhere else. (See definition of subletting and asking permission in section 1)</p> <p>6.6 You will be responsible for the behaviour of any lodger or subtenant who lives in the property.</p> <p>At the end of the tenancy</p> <p>9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.</p>
<p>6. Behaviour of tenants You, your partner or any other member of your household, including lodgers, sub</p>	<p>This is now covered in Section 5 – Your Neighbours and Community, Section 6 - Living in your home and Section 9 - Moving home and ending your tenancy</p>

tenants and visitors to the property, must:

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

What you can expect

5.1 You have the right to quiet enjoyment of the property as long as you do not upset people living near you. This means you have the right to expect to be treated with respect by your neighbours. (See definition of neighbour in section 1)

5.2 If you feel able you should first try to resolve neighbour issues between you and your neighbours. We will help through mediation to try and resolve problems with any differences you have with neighbours. We may take legal action when we can and if we consider it appropriate.

Behaviour of members of your household, your visitors and pets

5.3 You must act reasonably and have consideration for your neighbours. We will not tolerate anti-social behaviour, harassment, domestic violence or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.

5.4 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, including friends or visitors to your home. You will also be held responsible if you incite instruct allow or encourage anyone to act for you.

5.5 You must make sure that you, your family, any other people living at your home, friends or visitors do not cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone in South Derbyshire, including people in the locality of your property and other tenants or residents, either directly or indirectly. This includes but is not limited to any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).

5.6 Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone in South Derbyshire, including people in the locality of your property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.

5.7 Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.

5.8 Make threats, harass, be violent or abusive towards any South Derbyshire District Council employee, any contractor or anyone working on our behalf, any consultant or District or Parish Councillor either directly or indirectly, by letter, telephone, text message, email or social media (such as Facebook or Twitter). This includes when you telephone or visit any Council office, if you are visited at your home, or in any other situation.

5.9 Use your home or neighbourhood for any activity which is unlawful including, but not limited to

- i) not keep any animals or birds, except for up to one cat and dog on the property without first getting our written permission. If you live in a flat with a communal entrance you must not keep any animals or birds.
- j) Properly control and care for any pets that you are keeping with our permission.

You must

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

drug dealing, drug production, consuming illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and or conviction of criminal offence.

5.10 Cause any damage to items such as fixtures and fittings belonging to South Derbyshire District Council. You will be charged the cost of replacement. This includes writing graffiti on our property or items.

5.11 You must get rid of rubbish or unwanted items from the property (including the garden) by using the collection service provided by the Council or by taking them to one of the waste recycling centres. You must not leave any rubbish or unwanted items in public areas. You must only leave refuse outside the property on the actual day the collection service comes to your area or on the evening before.

5.12 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them in a hygienic way.

5.13 You must make sure that your home is smoke-free when employees of South Derbyshire District Council, or our agents or contractors, attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home.

Pets

6.7 We will allow you to keep one domestic pet with our permission in a house or bungalow, see paragraph 6.11 for flats. However, should you want to keep more than one pet you must obtain written permission from Housing Management Team. (See definition of asking permission in section 1). We will only give permission for you to keep additional pets if the property is suitable. We will always allow an assistance dog for a member of your household.

6.8 Cockerel(s) will not be permitted to be kept in domestic gardens.

6.9 You must be a responsible owner and your pet or pets must not annoy, disturb, or attack other people, or cause damage to the property and you must provide adequate fencing to prevent your animal from straying beyond your boundary.

6.10 We will not normally give permission for a dog or cat in a flat that shares a communal entrance.

6.11 You will always require permission to keep any pets in a communal flat.

6.12 We can ask you to re-home your pet or pets if they are causing a nuisance or you are not a responsible owner.

6.13 You (and anyone living with you) must not keep (or allow your visitors to bring into the area) any breed of dog named as dangerous in section 1 of the Dangerous Dog Act 1991.

	<p>Activities in your home</p> <p>6.14 If you want to run a small business from the property you must first get our written permission subject to any regulatory permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance to your neighbours. (See definition of asking permission in section 1)</p> <p>6.15 We can withdraw our permission if we believe your business causes a nuisance.</p> <p>Use of your garden</p> <p>6.16 You must keep your garden tidy by cutting the lawn and trimming the hedges and bushes and by keeping it free of rubbish and unacceptable weed growth.</p> <p>6.17 You must not park a motor vehicle or trailer, caravan or boat anywhere in your garden without our written permission. If we give permission you will need to arrange for a builder to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See definition of asking permission in section 1)</p> <p>6.18 You must get our written permission before you erect things like sheds, garages, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond subject to any regulatory permission. (See definition of asking permission in section 1)</p> <p>6.19 You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items, including as follows:</p> <ul style="list-style-type: none"> • Hedges should be cut and kept at a maximum height of 2 metres at the back of the premises and 2 metres at the front of the premises. Where the hedge(s) form a boundary with an alleyway, a neighbour, and/or public pathway you will be responsible for keeping the hedge trimmed to allow access. <p>If you fail to maintain your garden to a reasonable standard as per 6.16 we may consider enforcement action against you. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council if you fail to maintain your garden.</p>
<p>7. Additions and alterations Secure tenants must get our written permission before carrying out any</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>Alterations</p>

<p>improvements to the property, including altering or adding to it. You must not put up structures such as sheds, garages or pigeon lofts anywhere on the property without our written permission. We will not refuse permission unreasonably. You should keep receipts for any work carried out (see 21 Tenants Right to Compensation for Improvements). Introductory tenants may not alter or add anything to the property, or put up structures such as sheds, garages or pigeon lofts anywhere on the property.</p>	<p>4.9 If you are an introductory tenant you would not normally be permitted to make any alterations to the property.</p> <p>4.10 If you are a secure or flexible tenant you must obtain our written permission before any alterations can be carried out (see more details in the Tenants’ Handbook).</p> <p>4.11 If you are a secure or flexible tenant:</p> <ul style="list-style-type: none"> • You may carry out improvements or changes to the property as long as you get our permission in writing before you start any work, • We will not refuse permission unless there is a good reason, • You are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them, and • You can sometimes get compensation when you leave the property for changes you have made and you have followed the Council’s procedure in making those changes. This only applies to certain types of improvement and does not apply to flexible tenancies. <p>4.12 Any additions, alterations, replacements or improvements involving a gas fired appliance, or gas supply pipes or fittings, must be carried out by a Gas Safe registered engineer and the appropriate certification provided to the Council.</p> <p>4.13 Any additions, alterations, replacements or improvements to the electrical systems, must be carried out by a registered competent person and the appropriate certification provided to the Council.</p> <p>4.14 If you make any improvement or alteration to the property without our written permission, we may tell you to return the property to how it was before. If you don’t do as we ask, we will do the work and make you pay for it. We may also take any necessary legal action.</p>
<p>8. Access We have the right to enter your property to carry out our duties, and to make sure you are keeping to your duties, under this agreement. If we give you at least 24 hours’ notice you must, at all reasonable times, allow us, our agents, our contractors, and any other service provider to enter any part of the property. You may accept a shorter period of notice if you wish. In an emergency, we do not</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>Access</p> <p>6.21 You will allow our staff, our agents, our contractors or anyone else working on our behalf, and companies who provide utilities (including gas, electricity and water) access to your home to carry out any necessary inspections or maintenance or repairs, or for any other reasonable purpose. In addition, you must allow access to members of the Fire Service or Police for the purposes of inspection and/or assessment, or carrying out essential work. In cases where we consider it an emergency, and need to access your property due to health and safety risks, notice may not be given and we may enter your property. Your property will however, be secured following entry. In cases of non-emergency you will</p>

<p>have to give you any notice. You will be breaking this tenancy agreement if you prevent access, or make access difficult, to any part of the property by:</p> <ul style="list-style-type: none"> • Refusing permission; or • Blocking access by furniture, other possessions or stored items; or • Unhygienic conditions. 	<p>usually be given a minimum 24 hours' notice unless there is an emergency and this is not possible.</p>
<p>9. Communal Wiring Some types of cables (for example, telephone, alarm systems, group television aerials) may be in the roof space of the property. If so, from time to time, you must allow our authorised agents and engineers access to service these installations. We will normally arrange this with you beforehand. You will be breaking this tenancy agreement, after we have written to you three times for permission you prevent this access, or make it difficult, by:</p> <ul style="list-style-type: none"> • Refusing permission; or • Blocking access by furniture, other possessions or stored items; or • Unhygienic conditions. 	<p>This has been removed from the agreement and will be covered by 6.21 Access (see above)</p>
<p>10. Parking Vehicles You must not park any motor vehicles or caravans:</p> <ol style="list-style-type: none"> a) on grass verges b) in a way which blocks the access to a neighbouring property c) on the garden of the property, or d) on land that we maintain for public enjoyment, leisure or recreation, without our written permission. 	<p>This is now covered in Section 6 – Living in your home.</p> <p>Parking and cars</p> <p>6.20 You, members of your household and visitors must:</p> <ul style="list-style-type: none"> • Park considerately and follow any parking restrictions, signs and markings in the area around the property, • Not park or drive on the grass verges near the property or anywhere that could block access by the emergency services,

	<ul style="list-style-type: none"> • Not carry out car repairs on communal land around the property, on car parking areas or on the road, • Not park illegal, un-roadworthy or untaxed vehicles on the property, on the land around or next to the property, on car parking areas or on the road, verges or pavements. • Not keep, store or park a caravan, boat, trailer or large commercial vehicle in your garden or in any shared parking area without getting our permission in writing beforehand.
<p>11. Hardstandings and garage accesses You must not begin any work on a new hardstanding or garage access without our written permission, and that of the County Council or other statutory authority. This includes dropping the kerb outside the property.</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>6.19 You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items, including as follows:</p> <p>Parking and cars</p> <p>6.20 You, members of your household and visitors must:</p> <ul style="list-style-type: none"> • Get our permission in writing before you build a hard standing for parking, and you must keep to all other regulations. If we give permission you will need to arrange for a builder to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See definition of asking permission in section 1)
<p>12 Damage to the property a) You must carry out repairs or replacements to our reasonable satisfaction, needed because of any damage to the property (other than fair wear and tear). This applies whoever causes the damage, unless the Police are pursuing the matter as criminal damage. b) If we carry out this work for you, you must pay the whole cost of the repair, or replacement, arising from the damage. c) You must take all reasonable precautions to prevent damage to the</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.7 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, a member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work including an administrative charge and VAT as applicable. (See definition of household in section 1)</p>

<p>property by fire, frost, burst water pipes or blocked drains.</p>	
<p>13 Repairs and Renewals</p> <p>a) You must tell us about any repair or replacement, which is our responsibility. We are responsible for repairs and replacements to:</p> <ul style="list-style-type: none"> • The structure and outside of the property, including outside doors and window frames. • The services inside the property, including heating and hot water supply, and electrical services (but not fuses and plugs) • Water and gas supply, sanitary fittings and drainage inside the boundary of the property (but not toilet seats; plugs and chains; seals around baths; wash hand basins and sinks; and blocks sinks; bath and wash basins) • Those parts of the building shared with other tenants including lifts, fire precautions and firefighting equipment • Fencing or hedging to the boundaries of the property for which we have responsibility. We will define these when the tenancy starts, and we may redefine them later by writing to you. <p>b) You must keep the inside of the property decorated. This includes making good decorations after repairs. You must</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.1 We will repair and maintain:</p> <ul style="list-style-type: none"> • The structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided, • Any electrical wiring and gas and water pipes and installations we have provided, • Any heating equipment and water-heating equipment we have provided (or taken responsibility for), and • Any shared areas around your property. (See definition of shared areas in section 1) <p>4.2 We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs.</p> <p>4.3 You have the ‘right to repair’ for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants’ Handbook.</p> <p>4.4 We can, in special circumstances, move you out of the property to carry out essential work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both. You should also read paragraph 2.23.</p> <p>What you must do</p> <p>4.5 You must report any faults, repairs or damage to the property (including criminal damage) as soon as possible. If it is criminal damage you should report this to the police and get a crime reference number. We will recharge you for any repairs carried out due to you not taking appropriate measures to prevent damage.</p> <p>4.6 You must allow us into the property if we need to inspect it or to carry out repairs, improvements, gas servicing, or safety inspections. We will give you reasonable warning unless it is an emergency. If you do not let us in we will take legal action to make you let us in or to allow us to make a</p>

<p>also keep in a reasonable condition any fencing or hedging to the boundaries of the property which you are responsible for. We will define these when the tenancy starts, and may re-define them later by writing to you.</p> <p>c) Unless you are 65 years or over, or are disabled, you are responsible for carrying out the following minor items of household repair or renewal (this list may be changed from time to time):</p> <ul style="list-style-type: none"> • Flexible hoses and bayonet fittings to gas appliances • Broken glass in windows and doors • Unblock waste pipes • Electric fuses • Smoke alarm batteries • All door keys • Garage door padlocks • All fixtures and fittings you have installed. <p>d) If we have to carry out repairs and renewals that are your responsibility under paragraph 13 (c), you must pay us all our costs.</p> <p>e) You must make sure that any electrical work is carried out by a NICEI registered electrician, and any gas work by an engineer registered with both CORGI and ACOP.</p>	<p>forced entry into the property.</p> <p>4.7 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, a member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work including an administrative charge and VAT as applicable. (See definition of household in section 1)</p> <p>4.8 You are responsible for keeping the inside of the property in a good condition including the internal decoration and minor repairs and replacements. You must maintain any boundary fences or walls belonging to the property other than those that border a public open space. You will be notified which boundaries belong to the property at the start of your tenancy. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council if you fail to maintain your garden.</p> <p>Gas Servicing</p> <p>4.15 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) every 12 months. In accordance with 6.23 (Access), we will give you written notice when we need access to your home for these purposes.</p> <p>4.16 However, in cases where we are unable to get access, despite written requests in accordance with our written policy, we will take the required legal action to gain access. In such cases we will immediately re-secure your home and rectify any damage caused. We will recharge you for the additional costs incurred.</p>
<p>14. Aerials, satellite dishes and other structures</p> <p>a) You must first get our written permission before you put up a radio,</p>	<p>This is now covered in Section 6 – Living in your home.</p> <p>6.18 You must get our written permission before you erect things like sheds, garages, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond subject to any</p>

<p>television or other aerial, satellite dish, shed, greenhouse, garage, or other structure on the property.</p> <p>b) Aerials and satellite dishes must be fixed in a proper manner to brickwork or gable walls in a way that causes the least damage to the brickwork or rendering.</p> <p>c) If your property has rendered walls, you must keep to the guidelines we send you when we give our written permission.</p> <p>d) The coaxial cable from the aerial should be run on the surface of the outside walls. Newer properties will have a coil of cable in the roof space to fix the aerial lead to. There will also be an aerial socket outlet in the living room.</p> <p>e) You must pay for putting right any damage caused by the installation of a television aerial/cable or a satellite dish.</p>	<p>regulatory permission. (See definition of asking permission in section 1)</p>
<p>15. Safety and security</p> <p>a) You must not tamper or interfere with equipment for the supply of services, or other security and safety equipment. Communal doors must not be jammed open. This also applies to anyone living with or visiting you.</p> <p>b) You must keep or use only the amount of bottled gas, paraffin, petrol, or other dangerous material that you reasonably need for normal domestic use. This applies in the property and in any communal areas, and to anyone living with or visiting you.</p> <p>c) You must not make, bring into or store</p>	<p>This is now covered in Section 7 – Health, Safety and Hygiene.</p> <p>7.1 Anyone that we send to your home will carry official identification. You should always ask to see identification before letting anyone you do not know into your home. If you are in any doubt please check with the Housing Services that the caller is genuine.</p> <p>7.2 You must keep the property in clean and hygienic condition and use the fittings responsibly.</p> <p>7.3 You must keep the shared areas of blocks of flats secure by using the security systems properly and not letting strangers in without identification.</p> <p>7.4 You must put your rubbish out using any bins provided by the Council and take it to the correct place on the day that the collection service comes to your area. (See paragraph 5.7)</p> <p>7.5 You must not keep mopeds or motorbikes inside the property or indoor-shared areas.</p> <p>7.6 You must not keep or leave anything in shared areas where they could block landings, stairs or entrances. This includes bikes, pushchairs, plants, mobility scooters and pet cages.</p> <p>7.7 You must not keep any dangerous liquids or materials in the property (including in the garden) that could harm other people, or catch fire or explode. In particular you must not use bottled gas,</p>

<p>in or around the property, anything which is dangerous to you or others, or which may cause or is likely to cause a nuisance to others.</p>	<p>paraffin, petrol or anything else that may be dangerous or a fire risk, in the building or in a shared area. This would exclude oxygen containers that are used for medical purposes (which you will need to make your Housing Officer aware of).</p> <p>7.8 You must take reasonable action to prevent pipes from freezing and bursting and to prevent damage to the property by fire or explosion.</p> <p>7.9 You must allow our employees or contractors working for us into the property to inspect it or to carry out safety inspections on gas servicing. We will give you at least 24 hours' notice unless it is an emergency. (See paragraph 6.21)</p> <p>7.10 You or anyone residing or visiting your home must not:</p> <ul style="list-style-type: none"> • Take or abstract electricity from the mains illegally. This includes using communal electricity, bypassing a meter, or using electricity from a supply that does not belong to the property • Tamper with or damage gas or electricity supplies, meters, smoke detectors or any other equipment provided by the landlord, its agent or contractors • Allow an accumulation of personal property in your home that may obstruct an inspection conducted by or on behalf of South Derbyshire District Council, cause structural damage to the property, or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items we may enforce clearance by obtaining a court order
<p>16. Your right to possession We will not interfere with your right to possession of the property as long as: a) it does not go against our responsibility for making the best use of our housing stock. b) you keep to your responsibilities under this tenancy agreement.</p>	<p>This is now covered in Section 2 – About your Tenancy Agreement and Section 6 – Living in your home.</p> <p>2.4 This tenancy agreement gives you the right to stay in the property as long as:</p> <ul style="list-style-type: none"> • You do not break any of the conditions of the agreement, • You live in the property as your main home and do not have an interest in any other property, • You have not been ordered to leave the property by a court, or • Your flexible tenancy is about to come to an end. <p>2.5 If you break any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property. Before we take action you will be given the opportunity to discuss the matter with your Housing Officer. You will also be given the opportunity to correct the situation.</p> <p>2.6 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent and charges. (See paragraph 3.8)</p> <p>6.1 You can expect to live in the property without being disturbed by us, unless we have good</p>

	<p>reasons. However, we have the right to be allowed into the property to carry out certain repair and maintenance work or inspections and gas safety checks. See paragraph 4.1 for details of the work we must do.</p> <p>6.2 In an emergency we can force entry into the property if we believe someone is in danger or there is a risk that the property or other properties could be badly damaged.</p>
<p>17. Repairs We will keep the property in reasonable repair except for those items, which are your responsibility. In flats, we will maintain communal areas.</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.1 We will repair and maintain:</p> <ul style="list-style-type: none"> • The structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided, • Any electrical wiring and gas and water pipes and installations we have provided, • Any heating equipment and water-heating equipment we have provided (or taken responsibility for), and • Any shared areas around your property. (See definition of shared areas in section 1) <p>4.2 We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs.</p> <p>4.3 You have the ‘right to repair’ for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants’ Handbook.</p> <p>4.4 We can, in special circumstances, move you out of the property to carry out essential work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both. You should also read paragraph 2.23.</p>
<p>18. Consultation We will consult you if you are likely to be affected by proposed changes in, or additions to, the way we manage our housing. We will only consult you in situations set out in the 1985 Housing Act. We will not consult you about changes to</p>	<p>This is now covered in Section 8 – Communication and Consultation</p> <p>How we will treat you</p> <p>8.1 Our staff and anyone contracted to work for us will be polite and considerate to all our customers.</p> <p>8.2 You have rights under the Data Protection Act. The Council will respect these rights in all</p>

your rent or service charges.

19. Changes to these conditions of tenancy

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

circumstances where they do not have a duty to pass information to other public organisations.

8.3 The Council has a duty to share with other public organisations (for example the police, other departments of the Council, or the Department of Works and Pensions) certain information you give us or someone else gives us about you. This is done where the information given could help prevent or detect fraud or help prevent risks to the health or safety of anyone living in one of our properties. (See definition of fraud in section 1)

8.4 You have the right to see any information we have about you and your tenancy. You can get copies of the information from us but we have the right to charge you an administration fee. You will not be allowed to see any information that does not concern you directly or is confidential and has been provided by a third party, or concerns someone else.

Consulting you about things that affect you

8.5 We will work in partnership with our tenants when planning changes to our housing services.

8.6 We will carry out regular surveys to find out from you and any tenant representatives whether we are providing you with a good standard of service.

8.7 We must ask your views about any plans we have that will significantly affect the property you live in, the services we provide, or your housing situation.

Such plans may be to:

- Carry out modernisation or improvement work to the property or your estate,
- Change a policy that affects the way we provide services to you, or
- Change the facilities or level of services we provide to you.

8.8 The way we consult you will depend on the kind of work we plan to do. If it affects the property you live in we will write to or talk to you personally. If it involves an area or group of tenants, we may use a more general way of discussing with tenants and leaseholders, for example holding meetings or discussing with representatives of your local tenant and residents’ associations.

8.9 We must ask your views about any major changes we plan to make to this Tenancy Agreement. We will write to you personally asking for your views and giving you a set time in which to respond. Once we have finished consulting everyone involved, we will write to you to tell you if the changes are to go ahead.

8.10 We can introduce new minor rules and regulations in response to new concerns of tenants, the landlord or the police without asking your views. These might be in relation to such matters as anti-social

	<p>behaviour or repairs.</p> <p>8.11 We will write and tell you at least four weeks before you need to start paying any new amount of rent or service charge.</p> <p>8.12 We will keep you informed about how well we are doing on certain aspects of our work. We will normally send you an Annual Report every year that describes our work and performance. It will tell you how we pay for the service and how we spend your money.</p> <p>If you need to complain to us</p> <p>8.13 You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can.</p> <p>8.14 If you need to make a complaint, you should contact us as soon as possible. If it is a serious complaint you should follow our formal complaint procedure. This sets out a very clear way for both you and us to behave, to make sure that the complaint is handled correctly.</p>
<p>20. Tenants’ Right to Repair Section 96 of the 1985 Housing Act gives you the right to make certain repairs which are our responsibility. You may reclaim the whole, or a percentage of the costs. You can get details of the scheme from Housing Services, Civic Offices, Civic Way, Swadlincote.</p>	<p>This is now covered in Section 4 – Repairs and Maintenance</p> <p>4.3 You have the ‘right to repair’ for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants’ Handbook.</p>
<p>21. Tenants’ Right to Compensation for Improvements Section 99 of the 1985 Housing Act gives you the right to claim compensation from the Council for some improvements you have carried out to your home at your expense. If you qualify you may reclaim a percentage of what you paid. You should keep receipts for any improvement work you have carried out. These will help us to decide whether you qualify for</p>	<p>This has stayed the same in Section 4 – Repairs and Maintenance</p> <p>Tenants’ Right to Compensation for Improvements</p> <p>4.18 Section 99 of the 1985 Housing Act gives you the right to claim compensation from the Council for some improvements you have carried out to your home at your expense. If you qualify you may reclaim a percentage of what you paid. You should keep receipts for any improvement work you have carried out. These will help us to decide whether you qualify for compensation.</p>

compensation.	
	<p>Additional sections in the new tenancy agreement</p> <p>Section 2 - About your Tenancy Agreement</p> <p>2.1 By signing this agreement you are agreeing to become our tenant and as such the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.</p> <p>2.2 This tenancy agreement applies to introductory tenants, secure tenants and flexible tenants and makes it clear that certain conditions only apply to the specific type of tenancy. Please ensure you are aware of the type of tenancy that you will convert to on the satisfactory completion of your introductory tenancy.</p> <p>2.3 Conversion to a flexible tenancy or secure tenancy on the satisfactory completion of an introductory tenancy will be made in accordance with our current Tenancy Policy.</p> <p>For Flexible Tenancies only (in line with the Tenancy Policy)</p> <p>2.19 We will review your tenancy at least 12 months before it is due to end.</p> <p>2.20 If we decide not to grant you another tenancy at the end of your current tenancy we must give you at least 6 months' notice in writing and advise you of the reasons. We may ask you to move to another property that is more suitable to your needs at that time.</p> <p>2.21 You have the right to request a review of the decision not to grant you another tenancy within 21 days of the written notice being served.</p> <p>Section 4 - Repairs and Maintenance</p> <p>Insurance</p> <p>4.17 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, criminal or accidental damage. We are only responsible for insuring the structure of your home and any out buildings. (The Council administers a contents insurance scheme. See the Tenants' Handbook for further details)</p> <p>Section 9 – Moving home and ending your tenancy</p> <p>If you want to end your tenancy</p>

9.5 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. In joint tenancies any person that is left in the property should contact the Council immediately they become aware that notice has been served by the joint tenant.

9.6 If you want to end your tenancy, you must write to South Derbyshire District Council and you must give us notice at least four weeks before you want to leave the property.

9.7 The four weeks' notice must always end on a Sunday.

9.8 You cannot normally end your tenancy by passing it on to someone else. This is explained in paragraphs 10.6 and 10.7.

Preparing to leave your home

9.9 You must leave the property (including the garden) clean and tidy and remove any rubbish or items you do not want to take with you.

9.10 You must remove all your possessions from the property (including the garden) unless you have an agreement with us to leave certain items.

9.11 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will assess the property before you leave. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work. You are not expected to repair normal 'wear and tear' on the property while you have lived in it.

At the end of the tenancy

9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet. Anyone left in occupation will be deemed to be a trespasser.

9.13 You must pay all the rent you owe up to the day your tenancy ends.

9.14 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:

- Damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet,
- Repairs that are your responsibility to repair. These are set out in your Tenants' Handbook,
- Items that are missing,

- Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard,
- Removing or disposing of anything you leave, and
- Cleaning the property or clearing your garden if not left in a reasonable condition.
- Providing a forwarding address

9.15 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.

9.16 If you do not return all the keys of the property to the Civic Offices by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.