



*DIRECTORATE OF HOUSING AND COMMUNITY SERVICES*

## **YOUR TENANCY AGREEMENT**

### **CONTENTS**

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## Section 1 Explanation of words\* used in this agreement

<b>“Council”</b> <b>“Landlord”</b> <b>“We”</b> <b>“Us”</b> <b>“Our”</b>	City of Lincoln Council City Hall Beaumont Fee <b>LINCOLN</b> Lincolnshire LN1 1DB
<b>“Tenant”</b> <b>“You”</b> <b>“Your”</b>	The person(s) named as tenant(s) in section 2 of this agreement
<b>“Partner”, “Spouse”</b>	Someone who is, or lives with you as, your husband or wife or a civil partner
<b>“Agreement”</b>	This tenancy agreement
<b>“Premises”</b> <b>“Property”</b> <b>“Dwelling”</b> <b>“Home”</b>	The dwelling to which this tenancy agreement relates, including any garden. If your home is a top floor flat or maisonette, any loft space or area is not included in this tenancy
<b>“Household”</b>	“You” and any person living in your home including lodgers
<b>“Communal areas”</b>	Shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and footpaths leading to and from your home, and any grassed and cultivated areas, drying areas, play areas, forecourts and other shared areas forming part of the building or estate of which your home forms a part and which are owned and maintained by us
<b>“Contractor”</b>	Someone who is employed by us to do a certain job such as a repair. This may be someone from our own workforce or an independent contractor
<b>“Neighbourhood”</b>	The local area where you live
<b>“Housing office”</b>	Your housing office, normally City Hall, Beaumont Fee, Lincoln, LN1 1DD
<b>“Pet”</b>	Any living creature that is kept by you in your home
<b>“Pest”</b>	Any animal, plant or insect detrimental to humans, including (but not confined to) ants, cockroaches, bed bugs, wasps, mice, rats, beetles, fleas and pigeons
<b>“Net rent”</b>	The amount you must pay to us every week to us for the use and occupation of your home
<b>“Services”</b>	Equipment, amenities and labour (other than in respect of repairs to your home) that we provide to your home, to communal areas and to other properties owned by us and which benefits or is capable of benefiting you directly or indirectly
<b>“Service charge”</b>	The amount you must pay to us every week in addition to your net rent for the services that we provide
<b>“Sheltered housing”</b>	Developments of specially designated housing where the tenants are provided with a support service (usually by a scheme manager) and where they have to be over a certain age (usually state retirement age) to be able to live there
<b>“Support charge”</b>	The amount you may have to pay every week if you are receiving the services of a supported housing officer or a scheme manager in a sheltered housing development or where we provide you with support in some other way
<b>“Other charges”</b>	Any additional amount you have to pay to us every week such as water, council tax or heating. All other charges are listed in this tenancy agreement
<b>“Total rent”</b>	The sum total of all the charges you have to pay to us every week

\* These words may be spelt with either a capital or a lower case letter

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## Section 2 Tenancy details

2.1	Name and registered address of landlord	City of Lincoln Council City Hall Beaumont Fee <b>LINCOLN</b> Lincolnshire LN1 1DB  This is the address for service of notices (including notices in legal proceedings) on us. This clause gives you notice as required under section 48(1) of the Landlord and Tenant Act 1987																																	
2.2	Name(s) of tenant(s)																																		
		If two or more persons are named as tenants, references to “you”, “your” and “the tenant” are to both or all of you. Each person has all of the rights but is subject to all of the liabilities created by this agreement. This means that you will each be liable for keeping to all the conditions of tenancy. This includes being liable to pay all sums due under this agreement and not just your own proportion. You are also responsible for any other breaches of this agreement even if you did not break them yourself																																	
2.3	Address of the dwelling to which this tenancy agreement relates – your new home																																		
2.4	Description of your home:	<table border="1"> <tr> <td>Type of property</td> <td></td> </tr> <tr> <td>Is this a property in a sheltered scheme?</td> <td><b>YES*/NO*</b> (delete as appropriate)</td> </tr> <tr> <td>Number of bedrooms</td> <td></td> </tr> <tr> <td>Floor (if applicable)</td> <td></td> </tr> <tr> <td>Maximum permitted occupants</td> <td></td> </tr> <tr> <td>Tenancy ref. number</td> <td></td> </tr> </table>		Type of property		Is this a property in a sheltered scheme?	<b>YES*/NO*</b> (delete as appropriate)	Number of bedrooms		Floor (if applicable)		Maximum permitted occupants		Tenancy ref. number																					
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2.5	Payments for your home	<table border="1"> <tr> <td><b>Net rent</b> at the start of your tenancy</td> <td>£</td> </tr> <tr> <td colspan="2"><b>Service charge</b>, currently comprising, but subject to section 3.7.2 of this tenancy agreement</td> </tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr><td></td><td>£</td></tr> <tr> <td><b>Total service charge</b></td> <td>£</td> </tr> <tr> <td><b>Support charge (if applicable)</b></td> <td>£</td> </tr> </table>		<b>Net rent</b> at the start of your tenancy	£	<b>Service charge</b> , currently comprising, but subject to section 3.7.2 of this tenancy agreement			£		£		£		£		£		£		£		£		£		£		£		£	<b>Total service charge</b>	£	<b>Support charge (if applicable)</b>	£
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## APPENDIX 2

		Other charges (e.g.):	Water	£
			Heating	£
			Council tax	£
			Other (state)	£
		TOTAL RENT		£
2.6	First payment	Your weekly total rent is payable in advance no later than 12.00 on the Monday of each week of your tenancy. If your tenancy starts on a day other than a Monday you must make a single payment for the part-week up to the next Monday. This payment is:		£
2.7	Former arrears and debts*	The amount you must pay to us in accordance with section 3.6 below is:		£
2.8	Tenancy start date			
2.9	Type of tenancy [secure; introductory]			

### Section 3 General terms

#### 3.1 Type of tenancy

3.1.1 If this is an **introductory tenancy** it means that for the first twelve months there are certain rights that you will not have as a secure tenant and your security of tenure will be less than that enjoyed by a full secure tenant. These reduced rights and lesser security of tenure are shown clearly in this agreement. **On the first anniversary of the tenancy start date and provided that you are and have been occupying your home as your only or main home it will become a full secure tenancy** without a new agreement being entered into unless;

- we have started legal proceedings to obtain possession of your home and those proceedings have not come to an end, in which case this tenancy will continue as an introductory tenancy until either we take possession of the dwelling or the proceedings are finally determined in some other way; or
- we have extended this introductory tenancy for a further period of up to six months, in which case this tenancy will continue as an introductory tenancy for the period of the extension at which time it will become a secure tenancy unless we have started legal proceedings as above.

3.1.2 If we decide to extend your introductory tenancy we will give you a notice explaining why we have done this and you will have the right to request a review of our decision. We must give this notice at least eight weeks before the end of the initial twelve month period. Details of the procedure to be followed if you wish to request a review will be set out in the notice.

3.1.3 **If your tenancy is or becomes a secure tenancy you will receive the additional rights set out in this agreement. The other terms and conditions of this agreement will remain the same. As long as you occupy your home as your only or main home and you do not break any of the terms set out in this agreement you may live there for as long as you wish. However, we can require you to move out of your home under Grounds 9 - 16 of the Housing Act 1985 (as amended). Under these grounds we would offer you suitable alternative accommodation as a secure tenant.**

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### 3.2 Your responsibilities

As a tenant you are responsible at all times for the conduct of any person living in or visiting your home, including children.

### 3.3 Your household

When signing this agreement you must give us details of everyone who will be living in your home, including members of your own family. You must not allow more people to live in your home than the maximum stated in section 2.4 of this agreement. You must notify us immediately if there are any changes.

### 3.4 Data protection

3.4.1 By signing this agreement, you consent to us holding and processing any personal information (including sensitive personal data) about you that you provide or which has been or will be provided by third parties for the purposes of performing our functions as your landlord. This may include disclosure to other City of Lincoln Council departments or certain third parties (such as Lincolnshire County Council) that are able to show that they are entitled to receive the information.

3.4.2 We will comply with the Data Protection Act 1998 when dealing with personal data. This means that your personal data will be processed in accordance with the law and no personal data will be sold to third parties. It also means that you have the right to see data which we hold about you subject to payment of a small fee. We are only allowed to refuse access in limited circumstances, for example where information may identify a third party who has not consented to the disclosure. You have the right to challenge information and may request the erasure or correction of records which you believe to be inaccurate. For further advice and information regarding access to personal information please contact us.

3.4.3 If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on contact details to the company to whom the money is owed or any agent acting on their behalf

### 3.5 Rent

3.5.1 We will collect your total weekly rent under this agreement over 50 weeks in each financial year (starting on the first Monday in April each year) unless there are 53 Mondays in the year, in which case we will collect your total weekly rent over 51 weeks. We will tell you at the start of the year which weeks are 'non-payment' weeks. If you owe us any rent you must still pay us in the 'non-payment' weeks. For the avoidance of doubt this section applies also to "service", "support", or "other charges".

3.5.2 On the first Monday in the April following the agreement start date and on each first Monday in April after that date we may increase or decrease the net rent by giving you not less than four weeks' notice in writing. The notice shall specify the net rent proposed, together with all other charges. With the exception of the first time we increase your rent after your tenancy begins the rent will not be increased within 52 weeks of the last increase.

3.5.3 Although the total weekly rent is normally payable weekly in advance in accordance with section 2.6, you may if we first agree in writing pay it in advance on a different frequency, for example every fortnight or calendar month.

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- 3.5.4 You are responsible for making an application for housing benefit or any equivalent allowance if you wish to claim. You are responsible under this agreement for paying the total weekly rent whether or not you are entitled to or actually receive any housing benefit.

### **3.6 Former rent arrears and other former debts**

If you have rent arrears or other debts from a previous tenancy you had with us you agree to pay off those arrears by the weekly instalments shown in a separate agreement and payment account. If you do not make the payments we may start court proceedings to end this tenancy. The amount of money you owe us is shown at section 2.7.

### **3.7 Services**

- 3.7.1 In return for providing the services set out in section 2.5 of this agreement and subject to our rights of variation contained in this section you must pay a service charge if a figure is stated in that section. Unless stated in section 2.5 as payable to us as part of your total weekly rent, you are responsible for all other outgoings on your property such as gas, electricity, water and council tax, telephone, broadband/ internet access and television.

- 3.7.2 With effect from the first Monday in April after the beginning of your tenancy we may increase or decrease your service charge (if it applies) at any time if we give you at least four weeks' notice in writing, but we will not do this more than once a year unless there is a change in the services we provide.

- 3.7.3 We may, upon giving you at least four weeks' notice in writing, withdraw existing services or introduce additional chargeable ones from the schedule attached to this agreement. We will not introduce additional services that are not included in the attached schedule without consulting you first.

- 3.7.4 We may in the future set the service charge on the basis of the proportion that we assess as being reasonably attributable to your home of the estimated total cost over a period of twelve months ('the accounting period') of providing the services. If we do, we will give you at least one month's notice that we will do this from 1<sup>st</sup> April in any year and the following additional provisions will then apply:

- The service charge accounting period will normally be 1 April to 31 March or such other period as we may adopt from time to time at our discretion.
- At the end of each accounting period we will calculate how much we have actually spent on providing the services in that period. If we have overcharged or undercharged for them we will allow for any overpayment or underpayment in setting the new service charge for the following year.
- We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six calendar months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies of extracts from them. We will make a small charge to cover the cost of any copying.

- 3.7.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard.

### **3.8 Sheltered housing**

- 3.8.1 If the property is in a sheltered housing development you agree that this tenancy is granted on the understanding that:

- support staff may hold a master key which will only be used to enter your home in an emergency;

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- you are willing to submit relevant personal details for the emergency central control service;
- in order to avoid access problems in an emergency you will not fix additional locks or chains on the main door without our prior written permission. We shall not unreasonably withhold our permission.

3.8.2 You also agree to accept the level of support services necessary for you to stay in your home and be able to live reasonably independently. You therefore agree to sign, and act in accordance with, a support plan, which should be agreed with the scheme manager within two weeks of the beginning of this tenancy starting. The support plan gives details of the level and type of support you need. It runs for the entire course of the tenancy and is reviewed at least once a year. The support plan will help you to:

- achieve economic wellbeing;
- be healthy;
- stay safe;
- make a positive contribution.

### 3.9 Support charge

3.9.1 There is a separate charge for receiving the support service (referred to as “support charge” in section 2.5 above).

3.9.2 If the property is in a sheltered scheme we may vary the support charge at any time by giving you at least four weeks’ notice in writing of the new charge. This will usually be done at the same time as we increase your net rent - in April of each year.

3.9.3 If your need for a care or support service arises during the course of your tenancy you will be responsible for entering into a separate agreement with another agency to provide that service. You must pay the other agency directly for any service that you receive from it.

### 3.10 Service of notices

3.10.1 Any notice that you need to give to us will be validly served if it is received by us at the address stated in section 2.1 above. We may if we wish nominate a different address for this purpose.

3.10.2 Any legal notice, or any other communication arising from this agreement, will be validly served on you if posted to or delivered to your home or left with a member of your household.

### 3.11 Altering this agreement

The terms of this agreement (other than those relating to payment of rent, service and other charges) may be varied in accordance with the procedure set out in sections 102 and 103 of the Housing Act 1985. We may change any of the terms of this agreement either by agreement between us or by giving you 28 days’ written notice of the variation. Before serving such a notice we will inform you in writing of the details of the proposed change and will consider any comments you may have.

### 3.12 Rights

3.12.1 We grant you as part of this agreement the right in common with other persons having the same right to pass over the communal stairs, landings and other means of access for the purposes of going to and from your home.

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- 3.12.2 We reserve the right to fix to the exterior of your home, or over or under it, wires, pipework and other structures or fittings.

### **3.13 Legislation**

All references in this agreement to Acts of Parliament include references to any changes to or replacements of them.

### **3.14 Third parties**

The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This agreement is not intended to and does not give rights to any third parties to enforce any provision contained in it.

## **Section 4: Your rights**

**You have the following rights:-**

### **4.1 Tenure – your right to occupy**

- 4.1.1 You have a right to occupy the property peacefully. We will not interrupt or interfere with that right as long as you, your lodgers, friends, relatives, visitors and any other person living in your home, keep to the conditions of this agreement, except where:

- access is required, subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property; or
- we are entitled to possession at the end of the tenancy;

- 4.1.2 While you are an introductory or a secure tenant, we can only end your tenancy by obtaining and executing an order for possession. More details are given of this in section 7 below. We may also apply for a demotion order under section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003). If this tenancy has been demoted (which is similar to an introductory tenancy) we may ask the court to make a possession order under provisions of the Housing Act 1996. These give the court very limited powers to refuse a possession order.

- 4.1.3 We can also ask the court to make an injunction under the provisions of the Housing Act 1996 (or for any other similar order which may replace it). An injunction may include a power of arrest and an order excluding you from your home or other area to stop you from breaching any terms of this agreement or using your home for unlawful purposes. We may also apply for an injunction against an individual who engages in anti-social behaviour.

- 4.1.4 Your right to occupy your home is at risk if you do not keep to the terms of this agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

- 4.1.5 You will remain an introductory tenant or a secure tenant only for so long as you occupy your home as your only or main home.

### **4.2 Right to repair**

- 4.2.1 You have the right to have repairs carried out to your home under section 96 Housing Act 1985 (as amended); and the regulations made under it apply to this agreement.

- 4.2.2 Your right to repair means that in certain circumstances if we do not do certain urgent repairs on time you can ask for another council-approved contractor to do the work. If the second contractor does not

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do the work on time you may be able to claim compensation. You may contact us for more information on this.

### 4.3 Right to take in lodgers

You have the right to take in a lodger so long as you let us know the name of the lodger and that you do not allow your home to become overcrowded and exceed the permitted number as set out in 2.4 above. **While you are an introductory tenant you do not have the right.**

### 4.4 Right to exchange your tenancy

4.4.1 You have the right to exchange your tenancy with another or our tenants, a tenant of another council or a tenant of another registered provider of social housing, such as a housing association, provided that you have our written permission and the other tenant has the written permission of their landlord. Your right to exchange is governed by schedule 3 of the Housing Act 1985 (as amended), which states the grounds on which we can refuse to agree a mutual exchange. **While you are an introductory tenant you do not have this right.**

4.4.2 You must pay any rent arrears or put right any other breach of your tenancy before we give permission for the exchange to take place.

4.4.3 You must not ask another person to make a payment to you in connection with a tenancy exchange or make such a payment yourself.

### 4.5 Right to transfer by exchange

You may also have the right to give up your tenancy and transfer to another property held by certain other assured shorthold or flexible tenants of a private registered provider of social housing or a local authority subject to the agreement of the other tenant and their landlord and our prior written consent. We can only withhold our consent on the grounds specified in Schedule 14 to the Localism Act 2011. **While you are an introductory tenant you do not have this right.**

### 4.6 Right of succession

4.6.1 Unless you are a successor yourself, if you die your tenancy will automatically pass to your spouse or civil partner if they were living with you at the time of your death. This is called "succession".

A successor is someone:

- Who obtained this tenancy or a previous tenancy from us as a result of the death of a 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.

4.6.2 If you do not have a spouse or civil partner and you are either an introductory tenant or a secure tenant whose tenancy agreement was made before 1<sup>st</sup> April 2012, then provided that you are not a successor as defined above the tenancy will pass to another member of your family as defined by section 113 of the Housing Act 1985 who has been living with you for a continuous period of at least twelve months before your death. If there is more than one person entitled to succeed and they cannot agree who is to do so, we will decide which person will have the tenancy.

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- 4.6.3 If you do not have a spouse or civil partner and you are a secure tenant whose tenancy agreement was made on or after 1<sup>st</sup> April 2012, we will not allow anyone else to succeed to the tenancy. However we may (although we are not obliged to do so) grant a new tenancy of your home (or of other accommodation if that is more suited to their housing need) to a person who has been living with you for a continuous period of at least twelve months before your death. This will usually, but not always, be a member of your family as defined above or a carer. We will ask for proof of residency and look for evidence that your family member was residing with you. If there is more than one person who is entitled to claim a new tenancy and they cannot agree who is to do so, we will decide who (if anyone) will have a new tenancy.
- 4.6.4 If a joint tenant dies the tenancy will pass to the other joint tenant; and that will count as the statutory succession.
- 4.6.5 If someone succeeds under 4.6.2 above to a property that is larger than their reasonable housing needs require or it is designated as sheltered accommodation and the successor is under the minimum age to qualify to live there, we will expect them to move to more suitable and where appropriate smaller accommodation that will be offered to them. If they refuse to accept the alternative accommodation offered, we have the right to apply to court for an order for possession.
- 4.6.6 We cannot compel a successor who was your spouse or civil partner or a person living with you as your spouse or civil partner to move to accommodation more suited to their needs; but we may offer them such a move. If they request a move, we will try to help them with their request.
- 4.6.7 While this tenancy remains an introductory tenancy, a successor will succeed to an introductory tenancy.

### 4.7 Right to improve

Subject to section 6.10 below you have a general right to improve your property provided the improvement is agreed by us, complies with all planning, building and environmental requirements, does not affect your neighbours adversely and does not damage or affect the property or neighbouring properties adversely. **While you are an introductory tenant you do not have this right.**

### 4.8 Right to compensation for improvements

When your tenancy comes to an end you may claim compensation for certain types of improvements you have made to your home so long as they've been made after 1 April 1994. You must have had our permission first (see section 6.10 below). You will need to be able to produce bills and receipts to support your claim. We will then work out how much compensation to pay you after allowing for wear and tear, etc. You may contact us for more information on this. **While you are an introductory tenant you do not have this right.**

### 4.9 Right to buy

You have the right to buy your home (outright or under shared ownership) under the Housing Act 1985 unless you live in sheltered housing or other housing excluded from this right by that legislation. **While you are an introductory tenant you do not have this right but the time spent as an introductory tenant may count towards the qualifying period.**

### 4.10 Right to consultation

You have a right to be consulted on matters that affect or are likely to affect substantially the way your home is managed or maintained. We will always consult you before taking certain action including:

- changing the terms of this agreement;

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- changing the way we manage your estate;
- changing our policy on repairs and maintenance;
- improving or demolishing any properties;
- introducing new services we provide to your home that are not included in the services schedule attached to this agreement;
- changing the way we provide the support services at sheltered housing schemes.

### 4.11 Right to complain

If we do not meet our responsibilities under this agreement you have the right to make a complaint using our complaints procedure. The procedure operates in accordance with the requirements of the Homes and Communities Agency or its successors as laid down from time to time. To make a complaint you should contact us by phone, letter, e-mail or in person at City Hall.

### 4.12 Right to alternative accommodation

If we require you to move because we need to undertake major repairs or modernisation to your home as part of our investment programme we will offer you temporary alternative accommodation that reasonably suits your needs in terms of type, size and location. Your security of tenure of and right to return to your property will not be affected.

### 4.13 Right to be treated equally

4.13.1 We are committed to preventing unlawful discrimination and promoting equal opportunities in the provision of all our services to the community. As such we aim to ensure equality of opportunity for all persons regardless of, for example, their race, religion or belief, ethnic or national origin, disabilities, age, gender or gender reassignment, sexuality, medical or marital status.

We aim to make sure that everyone has equal access to our housing services. We do this by:

- recognising that our customers have different needs;
- allocating resources fairly on the basis of need;
- taking positive action against discrimination; and
- promoting good race relations.

## Section 5 Our obligations to you

### 5.1 Possession

We will give you possession of your home at the start of this agreement.

### 5.2 Anti-social behaviour

We will deal very firmly with anti-social behaviour and take all reasonable steps to investigate your complaints into alleged breaches of tenancy by others. We will take such action as we consider

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appropriate in cases of anti-social behaviour, harassment/hate crime, including noise, threatening or intimidating behaviour, violence, vandalism, graffiti and pet nuisance.

### **5.3 Liability**

By law, we must remedy any defects in your home for which we are responsible that could damage your health. You must tell us about any such defects as soon as you know about them. If you do and we fail to remedy them you have the right to apply to the courts for an order forcing us to carry out our duties.

### **5.4 Repairs that are our responsibility**

5.4.1 We are responsible for repairs to the structure and exterior of your home including drains, gutters and outside pipes but excluding glazing. We will keep the installations in your home for gas, electricity and water supplies, heating and hot water, in good repair and working order. We are also responsible for basins, sinks, baths and lavatories.

5.4.2 We are not responsible for repairing anything:

- which you or someone living in or visiting your home have damaged; or
- which you have brought to or fitted in your home;
- anything for which you are responsible under clause 6.9.2.

5.4.3 You must tell us immediately of any repair or defect that is our responsibility under this condition. We will usually make an appointment with you for our contractor to visit your home to inspect and/or undertake the work.

5.4.4 You must contact us in advance if you are unable to keep a repairs appointment we have made for you. You must do this by the end of the working day before the date of the appointment. If you do not cancel an appointment we may charge you for the inconvenience caused to us and our contractors if we/they are unable to gain access to the property at the appointed time.

5.4.5 We will take reasonable care to keep all communal areas and amenities in a condition where they can be used safely by you. This includes:

- lifts;
- laundries;
- drying rooms;
- common rooms;
- play areas;
- domestic refuse facilities
- and communally-provided equipment/installations including:
  - door entry;
  - alarm call;
  - fire alarm;
  - lighting

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## 5.5 Decoration

We will decorate the exterior of your home, exterior woodwork and communal areas as necessary. If our contractors damage your decorations during the course of any works, including repairs and improvements, we may offer a decoration grant subject to the extent of damage and the existing standard of decoration. We will not guarantee a match with your existing decorations or floor coverings. If decoration work is required because you are in breach of your tenancy you will be recharged for any works carried out.

## 5.6 Transfers

We will consider any application you make for a transfer to another property. We may refuse your transfer application if you owe us rent and/or maintenance or repair charges and/or we have started possession proceedings to end your tenancy.

## 5.7 Boundaries

We will use our best endeavours to tell you which boundaries to your property you are responsible for.

## Section 6 Your obligations to us

### 6.1 Possession

You must take possession of your home at the start of this agreement and live in it as your only or main home.

### 6.2 Rent and charges

You agree to pay the total weekly rent at the times and in the manner specified in section 2.6.

### 6.3 Support

You agree to comply with your obligations regarding support which are set out in section 3.8 of this agreement.

### 6.4 Anti-social behaviour

6.4.1 As a tenant you are responsible at all times for the conduct of your friends, relatives and any other person living in or visiting your home, including children. Any breach of this agreement by them will be treated as a breach by you.

6.4.2 You, your children, friends, relatives, visitors and any other person living in your home must not:

- do anything that causes or is likely to cause a nuisance, annoyance, harassment, alarm or distress to any other person living, visiting or working in the neighbourhood;
- do anything that interferes with the peace, comfort or convenience of other people living, visiting or working in the neighbourhood;

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- cause damage to property belonging to us or other people or organisations in the neighbourhood;
- commit any criminal offence in or in the neighbourhood of your home;
- use your home for any criminal, immoral or illegal purpose;
- keep any firearm or weapon in your home without the necessary certification required by law. You must also request written permission from us to keep these items.

6.4.3 Conduct for which we can take legal action against you for breach of tenancy includes but is not limited to:

- using or threatening violence;
- intimidating behaviour and abusive language including persistent arguing;
- racism, including (but not restricted to) racist comments, abusive letters, telephone calls, text-messages, emails, posts on social networks such as Facebook, and posters;
- Noise at a level that is unreasonable and intrusive or disturbing to neighbours, including loud music, television, radio, DIY and noise outside your home e.g. car stereos, shouting and parties, etc. Noise of this kind should not be audible outside your home between 11.00pm and 7.00 am.
- not keeping your children's behaviour or visiting children's behaviour under control;
- persistently banging and slamming doors;
- deliberately damaging and/or vandalising property;
- criminal convictions for offences committed in your home or neighbourhood, including theft, offences against the person, affray, sexual offences and fraud;
- drug-dealing, possession, cultivation or production;
- playing ball games close to properties or vehicles where this causes a persistent nuisance or where it is prohibited;
- skateboarding, cycling and other similar activities on council-owned footpaths where this causes a nuisance;
- dumping rubbish anywhere other than on a civic amenity site or at a facility designated for this purpose;
- graffiti and other markings;
- not keeping your pets under control and allowing dogs to bark persistently or foul communal areas;
- breaking shared security e.g. letting strangers into communal blocks and jamming communal entry doors open;
- persistently repairing motor vehicles;
- inciting or encouraging any other person to do any of the above; and
- voluntary membership of a gang or allowing a member of a gang to visit the property. When we refer to a "gang" we mean the definition applied by the Metropolitan Police as amended from time

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to time, which is a “group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or demonstrate status) which is causing significant harm to the community and/or is of cross-border concern”.

### 6.5 Harassment

6.5.1 You, your children, friends, relatives, visitors and any other person living in your home must not harass anyone in your home or in the neighbourhood because of, for example, his or her race, colour, appearance, religion or belief, ethnic or national origin, gender or gender reassignment, disabilities, age, sexuality, pregnancy or their medical or marital status. This includes such conduct towards our staff or contractors. Harassment or ‘hate crime’ is a criminal offence.

6.5.2 Harassment includes but is not limited to:

- intimidation;
- violence or threats of violence towards the person, their children, family members and pets;
- verbal, written or internet/social networking-based abuse or insults;
- damaging or threatening to damage property belonging to another person, including damage to any part of their home;
- writing threatening, abusive or insulting graffiti or posting offensive material or objects to someone’s home;
- doing anything likely to interfere with a person’s peace or comfort that is personally targeted at them because of who or what they are.

### 6.6 Our employees, agents, representatives and contractors

6.6.1 We wish to make our service accessible and responsive to all tenants. We will not tolerate threatening or intimidating behaviour, harassment, physical violence, verbal abuse or aggression towards anyone, including our officers, agents and contractors, wherever this takes place. We **will** take legal action against you if you breach this condition. This applies to you, people who live with you (including your children) and people who are visiting you and their children.

6.6.2 You must treat our staff, agents, representatives and contractors and anyone acting on our behalf with courtesy and respect and you must not make offensive comments to them. We will support these people if they refuse to interview, visit, or speak to you on the telephone. We may also refuse you entry to our offices.

### 6.7 Domestic violence

You must not use, attempt or threaten to use violence or abuse, whether physical, emotional, sexual, mental or economic, against any other person (including children) living with you or within an intimate and/or family relationship. If you do and that person and/or their children have to leave your home because of your conduct we may take steps to evict you from your home.

### 6.8 Looking after your home

6.8.1 **You must look after your home.** You, your children, friends, relatives, visitors and any other person living in your home must:

- not cause damage to your home, to our property or to the property of your neighbours;

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- not neglect your home or let it fall into disrepair;
- keep the inside of your home clean and in good decorative order;
- take reasonable precautions to prevent water pipes bursting through frost or the property being damaged by fire;
- keep your home secure at all times using all security locks where provided;
- keep your windows clean unless you pay for this through a service charge, in which case it will be listed in section 2.5 above;
- not cause damage to any of our fixtures and fittings, including glass, inside your home or in communal areas, deliberately or through misuse or negligence;
- provide **safe** storage and recharging facilities for motorised wheelchairs/scooters that belong to you. In sheltered housing we may provide storage and recharging facilities for electric wheelchairs/scooters. It will remain your responsibility to ensure that they are safe and secure within that designated area.

6.8.2 If you live in a flat or maisonette other than on the ground floor you must instal appropriate floor coverings such as carpet and underlay in living rooms, bedrooms, hallways, stairs and landings; and vinyl or linoleum in kitchens, bathrooms and lavatories unless we give you written consent to do otherwise. If you instal laminate flooring or similar dense hard flooring without our written permission we may take legal action against you to force you remove the flooring and fit a more appropriate covering.

6.8.3 You must report any repairs that are our responsibility without delay and as soon as you are aware of them. **This includes repairs such as blocked drains, water leaks, structural defects and problems with water, gas electricity and fire appliances.** You must not prevent our staff or contractors from carrying out the required work and you must cooperate in making appointments for them to attend your home.

6.8.4 You are responsible for repairing any damage to your home that is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home. You will also have to pay for the cost of repairing any damage to other property or to the communal areas which is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home.

6.8.5 If we consider that repair or replacement of such damage is necessary:

- You may arrange for the repair or replacement to be carried out by a suitably qualified person, at your own expense, within an agreed period of time and to our satisfaction.
- If you fail to do so, we may carry out the repair or replacement and charge you for the cost of the works, plus a reasonable administration fee and VAT.

## 6.9 Repairs and decorations that are your responsibility

6.9.1 You are responsible for keeping your home clean and in a good state of decoration, and for renewing or replacing the following items, unless they are our responsibility under sections 5.4 and 5.5 above and/or they require replacing through normal fair wear and tear:

- Door locks, keys and fobs including suited keys (fobs, communal and suited keys are only obtainable from us at City Hall);
- Door furniture;
- Cupboard latches;

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- Light pull cords that aren't attached to the electricity supply;
- Dustbins;
- Internal decoration;
- Lavatory seats and lavatory roll holders;
- Shower hoses and spray heads that are not part of the fixed plumbing system;
- Plugs and chains to sinks, wash handbasins and baths;
- Internal doors;
- Architraves [the moulded trim around door frames];
- Skirting boards, pelmets and curtain battens;
- Shelving;
- Coat rails and hooks;
- Floor tiles and glazed wall tiles;
- Door bells;
- Broken windows and front/back door glass caused by accidental damage or without a crime reference number;
- Smoke alarm batteries;
- Washing lines and rotary driers unless communal;

6.9.2 In addition you are also responsible for:

- clearing blocked wastes to sinks, baths, showers and wash handbasins;
- plumbing-in to washing machines and dishwashers;
- easing of doors to fit carpets;
- minor repairs to plaster cracks in walls;
- minor repairs to kitchen units, e.g. tightening screws to and adjusting drawers and cupboard doors;
- re-setting time clocks;
- bleeding radiators;
- other fixtures and fittings, and any alterations or improvements you have made.

6.9.3 We may at your request and at our discretion carry out repairs for which you are responsible if you and your household are not able to do so or arrange the work because of your age or a disability or other special reason. If so, we will charge you for the cost of the work, plus a reasonable administration fee and VAT. We will tell you how much this work is going to cost before doing it.

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**6.10 Alterations and improvements**

- 6.10.1 **You do not have the right to alter or improve your home in any way unless and until this tenancy is or has become a full secure tenancy.** If this tenancy is or does become a secure tenancy you must not make any alteration, improvement or addition to your home or its fixtures, fittings and outbuildings without first obtaining our written permission. We will not unreasonably withhold our permission but we may attach conditions, including a condition that you return your home to its original state before the end of your tenancy. This also includes adaptations to your property because of a disability you may have.
- 6.10.2 As well as obtaining our permission you must apply for and obtain any planning, building control and other permissions that are needed. These are not covered by our written permission as landlord and are given separately by the planning department. We may withdraw any permission granted under this agreement to alter, improve or add to your home if other permissions are not obtained or if works are carried out otherwise than in accordance with those permissions.
- 6.10.3 You must not alter or decorate the outside of your home in any way without our written permission. For example, you must not fix a security grille to your external windows or doors or put up a satellite dish, aerial or other radio or telecommunications equipment to the exterior of your home. You must not erect or alter anything else including garages, sheds, greenhouses, pigeon lofts, parking spaces, driveways and walls without our written permission.
- 6.10.4 Any alteration, improvement or addition carried out must be undertaken by a suitably qualified person. In the case of electrical work, this means an NICEIC or MAPPIT-registered and qualified electrician, and in the case of gas work, this means a Gas Safe Register (formerly CORGI) registered gas engineer. You must supply us with a valid certificate in respect of gas or electrical work carried out. Failure to do so within six months will result in our obtaining our own test certificate and re-charge you for the cost of doing that, plus a reasonable administration fee and VAT.
- 6.10.5 We have the right to inspect any work that you have carried out.
- 6.10.6 You are liable for any damage caused to your home or adjoining property or its fixtures and fittings resulting from any improvements, alterations or additions that you make. Any work necessary to repair damage caused to your home or any adjoining property resulting from improvements, alterations or additions you have made must be carried out to our reasonable satisfaction. If it is not, we may carry out the work required and if we do we are entitled to charge you for the cost of the work, plus a reasonable administration fee and VAT.
- 6.10.7 If you carry out any alteration or improvement which needs to be removed and reinstated in order for us to fulfil our own repairing obligations you will be responsible for the cost of removal and reinstatement and any consequential damage caused to the property in doing this.
- 6.10.8 Any approved alterations and improvements automatically become our property when your tenancy ends (except for satellite dishes and television/FM aerials) unless we ask you to remove them in accordance with section 6.10.1.
- 6.10.9 If you make any improvements or alterations without our permission or if you fail to remove any improvements or alterations when required to do so you agree that we may remove them at that time or when your tenancy ends and if we do may charge you for the cost of the work, plus a reasonable administration fee and VAT.

**6.11 Insurance**

- 6.11.1 You must arrange your own insurance for an alteration, improvement or addition to your home made by you and for any fixtures or fittings left by a previous tenant and accepted by you as part of the tenancy.

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- 6.11.2 We insure the structure of your home. You are responsible for insuring the contents and insuring against personal liability. You can be liable for damage to your home or injury caused to another person and you should make sure that you have adequate insurance against such risks.

**6.12 Health and safety**

- 6.12.1 You must not do anything in your home or the locality that could cause a danger to others living in your home or neighbourhood. This includes allowing anyone into the shared areas of a building unless you know that they have a right to be there.

- 6.12.2 If we have fitted a smoke detector in your home you must:

- check it regularly by pushing the test button;
- if you live in sheltered accommodation, report any defect to your scheme manager;

If you fit your own smoke detector, you must ensure it conforms to British Safety Standard BSS 5445 part 1 and contains the British Standard kite mark (or any replacement safety standard).

- 6.12.3 You must not store anything at your home that is dangerous or may become dangerous or might cause fire, flood or other damage to your home or other properties in the neighbourhood. In particular, you must not:

- use portable/free-standing oil, paraffin or liquid petroleum gas (LPG) heaters without our prior written permission;
- store inflammable materials, liquids or gases in your home other than such as may be reasonably required for normal domestic or medical use, or in a manner that contravenes manufacturer's instructions or advice or legal regulations on use and storage;
- store dangerous or offensive substances in communal areas;
- alter or tamper with the electricity or gas supply, including door entry, fire alarm or alarm call equipment;
- tamper with any equipment for detecting or putting out fires.

- 6.12.4 You must co-operate and comply with any measures taken to protect the security of your home and adjacent properties. This includes the requirement to keep all external doors closed at all times. You must comply with instructions on how to use alarm call systems.

**6.13 Disposal of rubbish**

- 6.13.1 You must:

- dispose safely and hygienically any hazardous waste, including syringes, nappies, sanitary towels and incontinence pads and do so in designated areas only;
- keep communal areas, passages, footpaths, lifts and fire exits clear and free from rubbish;

- 6.13.2 You must not:

- leave syringes or needles in any area where others, particularly children, might come into contact with them;
- throw anything out of windows or off balconies;

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- cause drains or wastes to become blocked as a result of putting inappropriate items down them such as oils and fats, disposable nappies, "Wet Wipes" or equivalent, and anything bulky and/or not bio-degradable.

### 6.14 Gardens and balconies

6.14.1 You must:

- keep your garden and balcony areas (if any) tidy and free from rubbish and obstruction. This includes boundary markings;
- ask for our written permission before you plant trees or large shrubs in your garden. You will become responsible for any future works and costs associated with any trees or large shrubs you plant;
- unless agreed otherwise in writing in relation to particular trees in your garden, at your own expense ensure that any trees or bushes in your garden are kept to a manageable height and spread and do not cause nuisance or damage to your neighbours or their or our property through, for example, root damage.

6.14.2 You must not:

- use any garden or balcony to store rubbish or scrap;
- do anything on the balcony, in the garden or outside areas that is likely to cause a nuisance to other people such as allowing water to escape, lighting fires or throwing items;
- allow children onto balconies, or any other area which could prove dangerous, without responsible adult supervision;
- construct a pond without our written permission or carry out any work to your garden without our written permission that requires excavation or installing a water or electricity supply;
- cut down or uproot any trees or remove, alter, replace or plant any hedge or fence at your home without first getting our written permission.

### 6.15 Pets and other animals

6.15.1 **You must ask for and get our written permission before keeping any pet in your home.** This includes pets you intend keeping outside either in the open or in cages or enclosures. Permission is not required for you to have a registered assistance (e.g. guide) dog; but you must tell us.

6.15.2 We will not refuse permission unreasonably in the case of pets that we consider suitable and in such numbers as we consider reasonable for the size of your home, for health and hygiene. We will normally give permission for up to two domestic pets of the following kinds:

- domestic cats and dogs;
- other small domestic animals such as rabbits, chickens (but not cockerels) hamsters, guinea pigs, mice, gerbils and rats;
- small birds such as budgerigars and canaries;
- fish;
- non-poisonous insects and spiders;
- non-poisonous snakes and reptiles under two feet in length (fully grown).

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6.15.3 We will normally refuse permission in the following circumstances:

- Dogs, other than registered assistance dogs, and cats are not allowed in multi-storey blocks in any circumstances;
- Dogs and cats are not normally allowed in flats or maisonettes unless there is direct access to a private garden;
- Permission will not be given to keep a dog that is prohibited by the Dangerous Dogs Act 1991 or any similar legislation, or any other wild, dangerous or poisonous creature or any animals covered by the Dangerous Wild Animals Act 1976;
- Permission will not be given to keep livestock, including horses, ponies or similar animals except chickens as in 6.15.2 above.

6.15.4 If permission is given, you must not:

- allow a dog to become distressed, causing it to bark and cause a nuisance to your neighbours, through, for example, being left alone in the property;
- cause a nuisance by breeding any animals or birds at your home;
- allow any pet you keep at your home to cause a nuisance or danger to anyone in the neighbourhood;
- leave a pet unattended or unrestrained in a communal area outside or inside;
- allow pets to foul the communal areas around your home or footpaths or play areas in the neighbourhood;
- allow your property to become hazardous to health;

6.15.5 If permission is given, you must:

- keep dogs on a lead in communal areas and on our land;
- keep dogs restrained when our employees, contractors or agents are visiting you;
- clean up after your dog or cat by removing and disposing of faeces hygienically, using dog bins if provided;
- keep pets in appropriate enclosures, which are adequate for their needs and from which they cannot escape.

6.15.6 If in our reasonable opinion there has been a breach of the terms set out in sections 6.15.4 or 6.15.5, or we consider that your pet has caused damage to your home, other property or a nuisance or annoyance to anyone in the neighbourhood we may give you notice withdrawing our permission and ask you to remove it from your home. You must do this within the time stated in the notice.

## 6.16 Household pests

6.16.1 We will arrange for treatment to be carried out where infestations of pests occur in communal areas of blocks of flats or sheltered schemes.

6.16.2 You are responsible for getting rid of infestations in your home and where necessary for paying for a contractor to get rid of them. If you fail to do this, we may arrange for the necessary work to be done and if we do may charge you for the cost of the work, plus a reasonable administration fee and VAT.

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6.16.3 You must not feed pigeons, squirrels and other vermin either at your home or in communal areas.

### **6.17 Communal areas**

6.17.1 You must not place or store any items in communal areas and communal balconies. You must keep them free from rubbish and obstructions such as bicycles, mopeds, wheelie bins, prams/pushchairs, furniture or wheelchairs including motorised versions. If you break this condition we may charge you for the cost of removing and storing or disposing of the item(s) plus a reasonable administration fee and VAT.

6.17.2 You must cooperate with your neighbours in keeping communal areas and communal balconies clean and tidy in between cyclical cleaning service visits, if these are provided.

6.17.3 You may place a small area of carpeting or a mat immediately outside your front door but any carpeting or mats you place in communal areas must be certified non-slip. We reserve the right to ask you to remove anything of this nature in communal areas that we believe could be classified as a trip, fire, or other hazard.

### **6.18 Parking and vehicle repairs**

6.18.1 You are responsible for:

- any vehicle parked at your home, elsewhere on our land or in the neighbourhood wherever and however it is parked;
- the contents of your vehicles when parked on our land or surrounding area;
- any injury or damage caused by the presence of your vehicles.

6.18.2 You must not:

- park any motor vehicle at your home or any communal areas other than a private car, motorbike or other equivalent vehicle;
- park caravans, boats, trailers, lorries or any other business vehicles at your home or any communal areas without first obtaining our written permission;
- park any vehicle which is uninsured, is not roadworthy or is not displaying a current road fund licence at your home (other than in an integral garage) or on any communal parking areas;
- park on any forecourt, including block and estate entrances and garage areas, unless designated for this purpose or on any grassed areas or areas marked with yellow lines and/or boxes;
- park in a way that might cause an obstruction to other properties, dropped kerbs or disabled accesses;
- park in designated turning areas;
- park in a way which might obstruct access for emergency vehicles, other vehicles, road users and pedestrians;
- park a vehicle within the boundaries of your home (otherwise than in a garage) unless there is a dropped kerb access from the public highway and a hard standing which has been constructed to our specification and satisfaction, and with our written permission;

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## APPENDIX 2

- drive across a grassed area, verge or pavement, without first obtaining written permission from us and from the highway authority;
- keep mobility scooters in communal areas such as entrances, passages, landings, stairways and any other internal areas used by tenants;
- use communal electricity supplies, other than designated charging points, to charge batteries for mobility scooters, electric cars or any other private electrical device;
- keep motorbikes or mopeds inside your home or in communal areas such as entrances, passages, landings, stairways, any other internal areas used by tenants and in any external sheds or stores (except garages) that are physically attached to your home or the block that contains it.

6.18.3 You agree that we may remove any vehicles that we reasonably consider to have been abandoned, any vehicles parked in unauthorised areas (including internal communal areas) and any vehicles that we consider to be unroadworthy or dangerous. We may also remove any vehicle parts that are left on land belonging to us. If we have to do this and you are responsible for the vehicle or parts, we may charge you for the cost of removing and storing or disposing of it plus a reasonable administration fee and VAT.

6.18.4 You must not:

- carry out repairs to a vehicle that is not owned by you or a member of your household;
- carry out major repairs to your own vehicles including engine changes, body part replacements and paint spraying, at your home or on any communal areas or any land belonging to us;
- dump any vehicle parts or scrap on communal areas or other land owned by us.

6.18.5 You may carry out routine maintenance such as changing tyres, plugs and oil but in doing so you must not:

- when changing oil, allow it to contaminate roadways, garage forecourts or paths;
- pour oil, fuel, or any chemical substance down drains or gullies or onto gardens.
- cause a hazard or nuisance or annoyance to neighbours or obstruction to traffic or to other road users.

6.18.6 You must remedy any damage caused to your home, communal areas, garage forecourts, roads or paths resulting from vehicle repairs and maintenance you have carried out. If you do not, we may carry out any necessary repairs and we may then charge you for the cost of the work, plus a reasonable administration fee and VAT

6.18.7 Where there is a communal car parking area you and your visitors must park only in spaces designated for your use, respect the rights of other residents to park their vehicles and ensure that the area is used by your visitors for short stays and not used for any other purpose other than for visiting you.

## 6.19 Using your home

6.19.1 You (or if you hold a joint tenancy, one of you) must live in the property as your only or main home. If you are planning to be away from the property for more one month at any one time you must tell us. You must also leave your contact number or address and also the contact details of someone who can give us access to the property if required. You must also tell us when you intend returning to the property and the reason for your absence. If you do not do all of these things we may take action to re-possess the property on the basis that you have abandoned it.

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## APPENDIX 2

6.19.2 You must not run a business or trade from your home without first obtaining our written permission. We will not refuse permission unreasonably but we may do so if we consider that the business is likely to cause a nuisance, damage to your home or if you are intending to sell illegal or restricted goods or services.

6.19.3 If we do give permission for you to run a business from your home:

- you must ensure that you comply with any necessary legal, building regulations or planning requirements and that you are suitably insured. You must also send us copies of any legal, planning or building regulations approvals;
- you must not place or exhibit any advertisement, notice or sign visible from outside the property advertising any profession, trade or business or any goods or services.

6.19.4 If in our reasonable opinion your business causes a nuisance to other people, such as neighbours and other local residents, we may give you notice withdrawing our permission from the date stated in the notice. If we withdraw our permission and you continue to run a business from your home we may take legal action against you which could result in your being evicted from your home.

### 6.20 Sub-letting your property

6.20.1 **While you are an introductory tenant you are not entitled to sub-let any part of your property.** You must not, when you are a secure tenant, sub-let or hand over any part of your home:

- without first obtaining our written permission, which will not be withheld unreasonably;
- at any time when you are not occupying another part of your home as your only or principal home.

6.20.2 You must not sub-let or hand over your entire property in any circumstances. If you do, you will no longer have a secure or introductory tenancy.

6.20.3 You must not give away or sell the keys to your property to another person.

### 6.21 Assignment

6.21.1 You must not assign (legally “pass on”) your tenancy unless we have first given you our written permission, and:

- you wish to assign it to someone who would have been able to succeed to your tenancy immediately after your death as explained in sections 4.6.1, 4.6.2 or 4.6.4 above;
- this tenancy has become a secure tenancy and you are assigning it under the right to exchange;
- the assignment is made in accordance with an order of the court under one of a number of family law provisions governing both partners and children.

6.21.2 We will not unreasonably withhold our permission. We will ask you to complete a deed of assignment document before assigning your tenancy. You may contact us for more information on this.

6.21.3 If we give you our written permission to assign your tenancy you must not demand or receive any money for the purpose of encouraging the assignment to take place. If evidence comes to light that money has been exchanged for this purpose we may take legal action against you.

### 6.22 Co-operating with us and access

6.22.1 Our employees, agents or contractors may need to enter your home at reasonable times to inspect it or carry out repairs or other work to either your home or to neighbouring properties. We will tell you

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when we intend to call and normally give you 48 hours' notice. You must allow access for this purpose.

6.22.2 If we have given notice but you do not let us in we can ask the court to make an order that you do so. We may also charge you for any legal or other costs we incur, together with a reasonable administration fee and VAT.

6.22.3 In the case of an emergency such as a water or gas leak, electrical fault or anything that could harm your or your neighbours' health and safety, your property or adjoining properties we may give less than 48 hours' notice. If we cannot obtain access to your home when we need to or if you fail to give us access to carry out gas servicing, you agree that we may force entry to it. We will make good any damage caused, including changing the locks. If the emergency has arisen as a result of your act or default, or that of a person living with or visiting you, you must pay to us the cost of making good together a reasonable administration fee and VAT.

6.22.4 **If you do not give us access to carry out gas servicing at your home (currently annually) we will take legal action against you in order that we may fulfil our legal obligations to carry out gas servicing in order to protect you and your neighbours, your home and adjoining properties.**

6.22.5 We issue identity cards to our staff and appointed agents (e.g. contractors and sub-contractors) which they are expected to display prominently or show you before coming into your home. You should always ask to see an identity card before letting anyone into your home.

### 6.23 Overcrowding

You must not allow more than the number of persons shown in section 2.4 of this agreement to live in the property. The number of people living in the property is calculated as follows:

Infants under one year of age are not counted;

Infants and children over one but less than ten years of age count as half;

Children over ten years of age and adults count as one.

### 6.24 Owning or renting other residential property

6.24.1 During your tenancy you must not (either solely or jointly) own or rent any other residential property that it would in our opinion be reasonable for you to live in as your home. You must tell us if you own another residential property or have any other residential lease or tenancy.

6.24.2 If you inherit a property this condition can only be broken once you have owned the property for more than twelve months.

6.24.3 In deciding whether you have broken this tenancy condition we will consider:

- whether the property is fit to live in;
- whether you have acquired the property for use as a holiday home, whether it is suitable for that purpose and whether there are restrictions on occupation as a home;
- whether the property is suitable for your household, taking into account the property's size, your income and employment, any disabilities or medical problems you have and any other relevant circumstances;
- whether it would be reasonable in all circumstances for you to sell the property.

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**6.25 Rules**

You must comply with any estate rules or similar regulations that apply to the property and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it. We will inform you if any of these apply at the beginning of your tenancy.

**6.26 Costs**

You must pay to us any costs that we incur in taking legal action to enforce the terms of this agreement or to bring it to an end because of a breach by you of its terms.

**Section 7: Ending the tenancy****7.1 If you wish to end your tenancy**

7.1.1 You can end your tenancy at any time by giving us at least 28 days/four weeks' notice to quit in writing, **ending on a Monday**. In the case of joint tenants, one tenant can end the tenancy by giving us notice in this way

7.1.2 If you die when a sole tenant, four weeks' written notice to end the tenancy must be given by your next-of-kin or executors. The total weekly rent will still be due until the tenancy is ended and must be paid out of your estate. If we can re-let the property before the notice period expires and your next-of-kin or executors agree to this, we will waive any whole weeks' rent due after the new tenancy begins.

**7.2 If we wish to end your tenancy**

7.2.1 If you cease to occupy your home as your only or principal home, we can end your tenancy by serving you with 28 days/four weeks' notice to quit in writing.

7.2.2 If you are an introductory tenant, we can only evict you from your home by applying for, being granted and then executing a possession order granted by a court. We must first have served you with the correct notice as required by Section 128 of the Housing Act 1996. You have the right to request a review of our decision to serve the notice. If you do not request a review or we do not change our mind, we can apply to the county court for a possession order. Details of the review process will be set out in the notice.

7.2.3 While you are a secure tenant, we can only evict you from your home by applying for, being granted and then executing a possession order granted by a court. We must first usually have served you with the correct notice of seeking possession for one or more of the specific reasons (or "grounds") set out in the Housing Act 1985 as amended. This usually gives you four weeks to remedy your breach of tenancy. After that we can apply to the county court for a possession order.

7.2.4 If one of the grounds on which we seek evict you is ground 2 (anti-social behaviour or conviction for an indictable offence) we can start proceedings immediately after serving you with the notice of seeking possession. We are also entitled to ask the court to dispense with the requirement for service of a notice regardless of what ground we rely upon.

7.2.5 You may not be granted another tenancy by us if you:

- are evicted from your home following a court order made because you have broken the terms of this agreement;
- abandon your home and do not return the keys;
- owe rent on your home or a previous tenancy;

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- leave your home in a poor condition and do not pay for repairs carried out by us on your behalf.

### 7.3 Moving out

- 7.3.1 Once you or we have given notice you must pay all outstanding debts due under the terms of this agreement, including rent and other charges. You must also allow us access with at least 24 hours' notice for the following:
- to carry out a pre-termination inspection of your home;
  - to photograph and/or video the property in order to market it to prospective new tenants and to create a record of its condition;
  - to carry out an asbestos survey if this is required;
  - accompanied viewings of the property by prospective new tenants.
- 7.3.2 When you move out of your home you must leave it vacant, making sure no other person remains in occupation and you do not leave any pet behind. In addition your home must be in a good state of repair, free from damage and in clean condition, which includes being free from pests, vermin and rubbish. You must leave our fixtures and fittings in a good state of repair. This also applies to inside and outside communal areas, gardens, sheds, garages and other outbuildings.
- 7.3.3 You must remove all your belongings. If you leave anything behind you agree that we are not responsible for loss or damage. We will remove it and will be entitled to charge you for the reasonable costs of removal and/or storage, whether the items belongs to you or any other person.
- 7.3.4 Provided that you can be contacted we will give you one month's notice in writing to collect the items and we will store them during that time. If however an item is perishable or to look after it would be unreasonably expensive or inconvenient we may sell or otherwise dispose of it when and how we see fit.
- 7.3.5 After one month, you agree that we will then become the owner of any items that you have not collected and may dispose of them in such manner as we decide. You must still pay to us the reasonable costs of disposal incurred by us. We are not obliged to sell anything that you leave behind but if we do, we will deduct the proceeds of sale from the costs of disposal and any other debts that you owe us (for example rent arrears). You agree that we can retain any surplus.
- 7.3.6 If you leave any animals at your home we will re-home them immediately through recognised organisations such as the RSPCA.
- 7.3.7 You must pay for any repairs or other works (including reinstatement to original condition where appropriate) that we have to carry out at the end of your tenancy that were your responsibility or were caused by a breach of this agreement.
- 7.3.8 You must return all keys, fobs and entry-call keys to us when you move out of your home. If you do not do this we may change the locks and you must pay to us the cost of doing so.
- 7.3.9 If as a result of your failure to comply with the terms of this agreement we are unable to let your home to someone else at the end of your tenancy, you must pay to us the equivalent of the rent that we would have received for the period until the property is ready to be let.

We are subject to any guidance on housing management practice issued by the Homes and Communities Agency or its successors with the approval of the secretary of state; and this tenancy is one to which that guidance applies.

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**Declaration**

**By signing this tenancy agreement on the next page you are making a contractual commitment to abide by the terms of the tenancy and be responsible for all breaches, even if they were committed by someone else living with you, your children or any visitors. If you lied in any way in order to get this tenancy we can apply to the court for possession of the property.**

**Data matching**

We are under a duty to protect the public funds we spend and administer. To this end we may use the information you have provided on this form for the prevention, identification and enforcement of tenancy fraud. We may also share this information with other organisations responsible for auditing or administering public funds for these purposes.

You can get more information on this by going to <http://www.lincoln.gov.uk/datamatchingstatement>

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## SIGNING PAGE

Signed on behalf of the landlord, City of Lincoln Council	
Name	
Position	
Date	
Signed by the tenant(s), having read the terms and conditions of this agreement and been informed of their right to take their own independent legal advice	
Date	
<p><b>Please note: Your home is at risk if you (or anyone acting for you) have knowingly or recklessly making a false statement to us in order to obtain this tenancy. By signing this agreement you are confirming that you have read it, or had it explained to you, that you understand its terms and agree to keep to them; and you have been given a copy of this agreement and its accompanying conditions.</b></p>	

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## SCHEDULE OF SERVICES

In accordance with section 3.7 of this agreement this is the complete schedule of services we may provide:

### Heating and hot water

Repairs or maintenance contracts on boilers, heat exchangers, hot water tanks, communal radiators and pipes - only where the plant is not in the control of the landlord  
 Depreciation of plant etc  
 Fees for energy-saving consultants  
 Fuel (gas, oil, electricity etc)

### Common parts and communal services.

Cleaner's wages including holiday relief  
 Cleaning materials  
 Electricity for lighting, power for vacuum cleaners etc  
 Replacement lamps  
 Window cleaning in common parts  
 Refuse sacks, provision, hire of refuse containers  
 Emergency lighting maintenance  
 Communal television aerials/entry-phones etc and licence fee for a communal television.  
 Smoke/fire alarm equipment maintenance  
 Smoke dispersal equipment maintenance  
 Maintenance of bin stores  
 Fire fighting equipment maintenance  
 Door entry system maintenance and servicing  
 Pesticides and pest control contracts  
 Communal telephone rental  
 Maintenance of common parts, grounds and car parks  
 Gardener's wages/contractor's charge  
 Repair/maintenance of gardening tools and equipment  
 Plants for gardens, shrubs and tree lopping (including annual provision if appropriate)  
 Employer's liability and third party insurances  
 Ventilation and air conditioning equipment maintenance  
 Maintenance of water softening and purification systems  
 Plant and equipment testing required by statute (see exemption)

### Porters, wardens and caretakers:

Salaries of wardens/scheme managers, caretakers etc  
 Employer's pension contributions  
 Employer's national insurance contributions  
 Council tax, water and sewerage rates on accommodation  
 Uniforms/overalls allowance  
 Gas and electricity allowances on accommodation  
 Decoration allowance on accommodation  
 Notional reasonable rental value of rent-free accommodation

### Lifts:

Electricity  
 Repairs and maintenance contracts  
 Insurance

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### Special facilities:

Electricity for lighting and cooking etc in communal rooms, laundries and kitchens

Electricity for electric wheelchair and buggy charging points

Decoration of communal rooms, laundry rooms etc

Cleaning and repair of communal furniture, carpets etc

Insurance of furniture

Depreciation and maintenance of refrigerators, water heaters, cookers in communal kitchens, laundry equipment, communal room furniture and carpets

Maintenance and depreciation of burglar alarms and security lighting

Maintenance and depreciation of cookers, refrigerators and washing machines within the dwelling if repaired and maintained by the landlord.

Maintenance of electric wheelchair and buggy stores

Special facilities for the disabled.

Charges for services provided under the 'Supporting People' scheme.

### Administration/supervision:

Management charge (not applicable where any subsidiary company of ours carries out the work and includes such costs in its charge to us)

Notional items such as the rent for accommodation and on depreciation.

### Depreciation & sinking funds for:

Communal boilers

Lifts

Rubbish paladins

Mowers

Carpets to common parts

Emergency lighting

Fire alarms and equipment

Door entry systems

TV aerials

Warden/alarm call systems

Office furniture

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