

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT & NEIGHBOURHOOD SERVICES

TO:	Housing, Neighbourhoods & Leisure Committee		
DATE:	18 March 2015	AGENDA ITEM:	10
TITLE:	Tenancy Policy and Tenancy Agreement Review		
LEAD COUNCILLOR:	Councillor Richard Davies	PORTFOLIO:	Housing
SERVICE:	Housing	WARDS:	All
LEAD OFFICER:	Tom Martin	TEL:	
JOB TITLE:	Tenant Services Manager	E-MAIL:	Tom.Martin@reading.go.uk

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 This Report sets out the main changes and revisions proposed for Reading Borough Council's Housing Tenancy Agreement. The report also sets out the main provisions for a new Tenancy Policy which will complement and support the revised Tenancy Agreement. Both of these documents will affect all of Reading's existing secure and introductory tenants and will replace and be used to "sign-up" new tenants in the future.
- 1.2 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.
- 1.3 Appendices - An Equality Impact Assessment has been completed and attached as appendix A. The Tenancy Policy 2014-19 is attached as appendix B. The draft Tenancy Agreement is attached as appendix C.

2. RECOMMENDED ACTION

- 2.1 That Committee approve and adopt the new Landlord Tenancy Policy which collates current policy and is not subject to wider consultation.
- 2.2 That Committee note the key changes proposed to Reading Borough Council's Housing Tenancy Agreement and approve the draft agreement for consultation.

2.3 That Committee agree the process for consultation and approve the serving of a Housing Act 1985 Section 103 Preliminary Variation Notice on tenants inviting tenants to comment on the draft Tenancy Agreement.

3. POLICY CONTEXT

3.1 The Tenancy Agreement forms the basis of the Council's (landlord) relationship with its tenants and sets out the rights and responsibilities of both parties. This covers both tenants in Council-managed stock and those in the North Whitley PFI area. The broad areas covered by the Tenancy Agreement include the obligations and responsibilities (on both sides) with regard to payment of rent and charges, completion of repairs and maintenance, being a good neighbour and ending the tenancy. A breach of tenancy can lead to punitive action with the most extreme sanction (for tenants) being loss of their home through legal possession and eviction.

3.2 In 2011 and 2012 the Localism Act along with changes to Housing Regulations introduced by the Homes and Communities Agency brought about a number of changes which affected how social landlords could let and manage their social housing stock. A primary area of change related to the succession rules for Council Secure tenancies. Before the changes brought about by the Localism Act were introduced, succession rights were governed by the 'old rules'. After the introduction of those changes, succession rights are now governed by the 'new rules'.

3.3 The key date for determining whether the 'old rules' or the 'new rules' apply is the date upon which the tenancy agreement was entered into. If the agreement was entered into before 01.04.2012 the 'old rules' will apply. If the agreement was entered into after 01.04.2012 the 'new rules' will apply.

For those who became tenants prior to April 2012 (which is currently the majority of our tenants), their succession rights will be governed by the old rules, and will remain unchanged.

3.4 The old rules

If the tenancy agreement began before 01.04.12, it will include the following succession rights:-

- a) The right for one succession to spouse or civil partner provided that that person was living in the property with the tenant at the time of the tenant's death; or

- b) The right for one succession to another close family member provided that the family member had been living continuously with the tenant for a 12 month period ending on the date of death of the tenant.

Under the old rules, only one succession is permitted.

3.5 The new rules

Tenancy Agreements which began after 01.04.12 include the following rights:-

- a) The right for one succession to spouse, civil partner or **common law partner** provided that that person was living in the property with the tenant at the time of the tenant's death.
- b) The right for one succession to another close family member provided that the tenancy agreement includes a provision which allows this. The proposed new Tenancy Agreement does include a provision.
- c) The right to a **second succession** provided that the Tenancy Agreement includes a specific provision which allows this.

Under both the old rules and the new rules, on the death of a joint tenant the surviving joint tenant will become the sole tenant and is the "successor" for the purposes of legislation.

- 3.6 There is no specific requirement to complete a review of the Tenancy Agreement this year. However, it is considered good practice to ensure that a review is carried out at reasonably regular intervals or as and when major legal or local requirements change. A draft of the proposed new tenancy agreement is attached as appendix C.

- 3.7 As part of this package of social housing reforms (and principally the Localism Act 2012), the Government introduced the requirement for all social landlords (including stock owning Local Authorities) to publish a tenancy policy.

- 3.8 The Tenancy Policy must set out:

- the kinds of tenancies that the council will offer
- the circumstances in which tenancies will be granted
- the length of tenancies granted
- the council's approach to succession rights
- interventions used to sustain tenancies
- the council's approach to tackling tenancy fraud

The draft Tenancy Policy 2014 - 19 is attached as appendix B.

- 3.9 The Council does not have to consult on the Tenancy Policy but there is a wider statutory duty under the Housing Act 1985 part IV Section 105 to consult with tenants on matters of housing management that represent a change in policy or practice which applies.
- 3.10 The Council does have a statutory duty to consult all of its tenants on any proposed changes to its Tenancy Agreement.

4. THE PROPOSAL

4.1 Current Position:

4.1.1 The Tenancy Policy

The purpose of the Tenancy Policy is to set out the Council's approach to tenancy management. In addition, the policy must clarify how the Council will support tenancy sustainment, tackle tenancy fraud, and manage discretionary succession rights.

The policy is applicable to tenants of Reading Borough Council including those in the North Whitley PFI area.

4.1.2 The Tenancy Agreement

The current Tenancy Agreement has been reviewed and updated on three occasions over the last 15 years:

- In 2001 - the changes were a general update and review of existing tenancy conditions and put in place the Introductory Tenancy.
- In 2007 - the changes were primarily related to forced entry for annual gas inspections.
- In 2009 - the changes were related to the introduction of service charges.

4.1.3 There are a number of "triggers" or reasons for recommending a review of the Tenancy Agreement at this time. These include:

- Changes to Housing Regulation and legislation which allow us, for instance, the opportunity to consider different forms of tenure and to change succession "rules" and policy.
- Clarifying responsibilities arising from recent changes in our local policies such as recharges for repairs, pet policy and tenancy fraud that require strengthening of or changes to existing clauses.
- Refreshing the language used and presentation of the Tenancy Agreement to make it a more user friendly and readable document.
- To amend, update or introduce new tenancy clauses to reflect changes in the types of complaints and concerns raised by tenants and councillors as well as those encountered by Housing Officers in the course of their work.

4.2 Options Proposed

4.2.1 The Tenancy Policy

Currently the Housing Service has a range of different policies relating to various aspects of Housing, Estate and Neighbourhood policy. The Tenancy Policy will collate a number of Housing Policies in one document and has been subject to consultation with tenant groups.

4.2.2 The key changes to the Tenancy Agreement proposed include:

4.2.2.1 Succession Policy

In relation to the 3 points a-c identified in the 'new rules' in Section 3.1.2 of this report the proposal is as follows:

- a) The Localism Act introduced a provision whereby people living together in a relationship should be treated as if they are married, or as if they are Civil Partners. Each case will be considered individually to determine whether the relationship is sufficiently well established to allow for succession. This is a position RBC already takes so **there is no policy change**.
- b) The Localism Act gives housing providers the discretion to decide whether or not to allow others, who may previously (as laid out in the 1985 Housing Act) have been allowed to succeed, the continued right to be able to apply to succeed to a tenancy on the death of a tenant. **The proposal is that the Council will continue to allow those who were previously entitled to apply to succeed to a tenancy to continue to apply. However, the proposal is to now take into consideration additional circumstances before deciding whether or not to allow succession to be granted.** The circumstances are laid out in Section 6.3.2 of the Tenancy Policy 2014 - 19. The circumstances allow the Council greater flexibility to decide whether or not to agree a succession e.g. in circumstances where an applicant has a history of abuse or poor maintenance of a previous Council tenancy, of causing anti-social behaviour or other breaches of tenancy these would now be considered as part of the application for a more rounded consideration to be made. Previously such circumstances could not be taken into consideration.
- c) The Localism Act gives a discretionary power to grant a genuine **second succession** to certain individuals. However due to the acute pressure on housing stock it is **proposed to not take on this discretionary power and to limit succession rights as outlined in the Tenancy Policy 2014 - 19.**

The Council's Housing Allocations Scheme includes the power to grant a new tenancy in circumstances where it is not possible to grant a succession e.g. if a tenant dies, leaving a spouse and children in occupation of a property they have occupied for a long time, but there has previously been a succession, **the Council may use its discretion to grant a new tenancy** to the spouse rather than forcing him/her to move out. The Council's Allocations Scheme contains further details of the provision.

This is no change to current practice for RBC tenants.

4.2.2.2 Increased emphasis on ASB prevention

The draft Tenancy Agreement (clause 10.4-10.5) more clearly lays out specific examples of anti-social and nuisance behaviour that are not acceptable and details of the actions the Council will take (clause 10.11) to control behaviour and protect the quality of life of other residents.

4.2.2.3 Recharges

The draft Tenancy Agreement provides greater clarity on recharges in a number of clauses so that tenants are aware that a breach of various tenancy clauses could result in a recharge being made to them to rectify the breach.

4.2.2.4 Permissions

The draft Tenancy Agreement provides greater clarity and additional clauses (7.14 - 7.18) related to ensuring that written permission from the Council is obtained prior to any alterations or improvements being carried out to a property by the tenant.

4.2.2.5 Flooring

New clauses (8.10 - 8.16) related to the tenant installing any new type of hard flooring covering have been included - this includes laminate flooring. The new clause gives a specific requirement to seek written permission before installing laminate flooring. Permission will generally be refused if the tenant lives in a flat due to the issues created for other tenants through noise nuisance.

4.2.2.6 Pets

Existing clauses related to pets have been strengthened and new ones added (9.14 - 9.23). The clauses reiterate that if the tenant lives in a house they must not keep more than two domestic pets. If they live in Sheltered Housing or a block of flats they must not keep a dog, cat or other large pet unless they have obtained permission.

They also state that a pet/animal business must not be run from the home.

4.2.2.7 Gardens

Existing clauses have been strengthened and new ones added (8.19 - 8.24) to give greater clarity on tenant responsibility for garden and balcony areas.

4.2.2.8 Preventing Accidents and Fires

Existing clauses have been strengthened and new ones added (9.1 - 9.11) to give greater clarity on tenant responsibility related to safety and preventing fires in the communal areas of blocks of flats and estate areas generally. The clauses are clear that the internal communal areas (staircases, corridors etc.) must be kept clear at all times.

4.2.2.9 Pests and Infestations

Clause 9.13 states that the tenant is responsible for dealing with infestations and pests in the home.

4.2.2.10 Insurance

A new clause (8.37) has been added advising tenants of the importance of ensuring that they obtain home contents insurance.

4.2.2.11 Data Protection

New clauses have been added (Section 12) that update on what the Council does with the personal information it holds and who it may share the information with and why.

4.2.2.12 Parking

Existing clauses have been strengthened and new ones added (8.29 - 8.30) to give greater clarity on tenant responsibility related to parking issues.

4.3 Other Options Considered

4.3.1 Not to undertake a review of the Tenancy Agreement: As noted, there is no specific requirement to complete a review of the Tenancy Agreement this year. However it is good practice to ensure a review is completed on a reasonably regular basis to ensure it reflects any legislative changes or updates and to strengthen existing clauses or introduce new ones. A large scale review was last carried out in 2001. Without a thorough review of the Tenancy Agreement it will become increasingly difficult to manage existing and new tenancies where a

breach of tenancy occurs and limits the action the Council can take in such cases.

5. CONTRIBUTION TO STRATEGIC AIMS

- 5.1 Reviewing and updating the existing tenancy agreement and clarifying the tenant policy helps to promote equality, social inclusion and a safe and healthy environment for all through enabling more effective tenancy management.

6. COMMUNITY ENGAGEMENT AND INFORMATION

- 6.1 Any significant change to the Tenancy Agreement is accompanied by a requirement to consult. The process, requirements and timeframe for consultation are set out as a prescribed process in Section 103 of the Housing Act 1985.

- 6.2 The two primary areas to be noted are the issuing of a 'Preliminary Variation Notice' and a 'Variation Notice'.

- 6.3 The Preliminary Variation Notice must be served on all RBC tenants holding secure and introductory tenancies including those in the North Whitley PFI area. The Preliminary Notice informs the tenant of the Council's intention to serve a Notice of Variation and is the primary method of consulting each tenant to obtain their views on the changes proposed to the Tenancy Agreement. The Preliminary Notice will set out each proposed change, the effect of the change and the reason for the change. Attached to the Notice will be a copy of the proposed Tenancy Agreement.

- 6.4 A pre-paid envelope will be enclosed to encourage as many responses as possible. A 6-8 week period will be allowed for responses to be made. In addition to the Preliminary Variation Notice additional consultation will include:

- A presentation to the tenant representatives that make up the Housing Joint Consultative Committee.
- A presentation to the tenant representatives that make up the Housing Quality Panels and those that make up TACT (Tenants and Council Together - a scrutiny panel).
- A presentation to local tenant associations' meetings.
- A series of 6 meetings (one in each Housing Officer patch area) so that local residents can find out more information about the proposed new Tenancy Agreement, ask questions and make comment.
- An article in Housing News highlighting the consultation process and some of the main changes proposed.

- 6.5 All tenant feedback received will be collected and formally

considered in a minuted meeting, providing a record showing that the comments were considered and taken into account and recording any changes to the draft Tenancy Agreement that are made as a result of the consultation.

- 6.6 A formal Notice of Variation is then served on all tenants. The Notice will again detail the changes by enclosing the new Tenancy Agreement. The Notice will also include a date (no less than 4 weeks following service of the Notice) when the new Tenancy Agreement will become effective.
- 6.7 Subject to the committee process and consultation the aim is to bring in the new Tenancy Agreement during Spring 2015.

7. EQUALITY IMPACT ASSESSMENT

- 7.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to:
- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 7.2 An Equality Impact Assessment has been completed and is attached as appendix A. A number of clauses in the proposed new Tenancy Agreement strengthen and will have a positive impact on equality issues. The consultation period where all tenants are consulted on the proposed new agreement will highlight further issues or concerns and a further Equality Impact Assessment will be completed at that point.

8. LEGAL IMPLICATIONS

- 8.1 The requirement for a Tenancy Policy was introduced as part of the changes implemented through the Localism Act 2011, and through changes to the regulatory standards which all social landlords must follow.
- 8.2 The Localism Act 2011 introduced several new provisions which give more discretion to local authorities in the ways in which they can manage their housing stock. The main changes are around flexible tenancies, succession rights, and mutual exchanges.
- 8.3 The prevention of Social Housing Fraud Act 2013 gives local authorities the power to prosecute for fraud which specifically relates to Council tenancies.

- 8.4 The variation of the terms of the Tenancy Agreement is covered by the provision of the Housing Act 1985. The Council should ensure the provisions and good practice are followed by ensuring:
- a. All tenants (Secure and Introductory) are consulted and able to make representations.
 - b. All tenants are notified of the reasons for the proposed variations.
 - c. Tenants are given the reason for the final decision made.
- 8.5 This will be achieved through the serving of the formal Preliminary Variation Notice and a Notice of Variation.
- 8.6 The current RBC Council Housing Tenancy Agreement Clause 2.10 states 'We must consult you before making any changes to the conditions of this agreement (except for rent) and must notify you in advance of actually making any changes'.

9. FINANCIAL IMPLICATIONS

- 9.1 A budget of £20,000 has been identified from the Housing Revenue Account to fund:
- The printing of approximately 6,500 draft Tenancy Agreements, the Preliminary Notice of Variation and an accompanying letter.
 - The printing of approximately 6,500 final Tenancy Agreements, the Notice of Variation and an accompanying letter.
 - Pre-paid envelopes for the return of comments as a result of the Preliminary Variation Notice and for the return of a signed copy of the final Tenancy Agreement.
 - Postage costs for the above documents.
 - Any other associated costs.

10. BACKGROUND PAPERS

- 10.1 There are no background papers.

Equality Impact Assessment
Provide basic details

Name of proposal/activity/policy to be assessed

Review and updating of RBC Council Tenancy Agreement

Directorate: DENS

Service: Housing

Name and job title of person doing the assessment

Name: Tom Martin

Job Title: Tenant Services Manager

Date of assessment: October 2014

Scope your proposal

What is the aim of your policy or new service?

To update the existing Council housing Tenancy Agreement to reflect changes in legislation, strengthen existing clauses in the agreement and to have new ones added to give greater clarity on tenant responsibility.

Who will benefit from this proposal and how?

Tenants will benefit from having an agreement set out in a clearer format with a series of new and existing clauses that make clear their and the Council's responsibilities. The new clauses will enable the Council to take effective action against those who breach any of the Tenancy Agreement clauses. It will also offer greater protection to those who are victims/witnesses of those who breach the Tenancy Agreement clauses.

What outcomes will the change to achieve and for whom?

See above.

Who are the main stakeholders and what do they want?

RBC - who need a legally upto date and comprehensive Tenancy Agreement that will allow it to take more effective action against those who breach the Agreement.

RBC tenants - who will be seeking an agreement that clearly sets out not only their responsibilities but their rights. They want an agreement that will allow the landlord to take action against those causing them ASB and other problems. At various meetings with residents groups (Joint Consultative Council, Housing Quality Panels, Focus Groups) tenants have confirmed these as relevant issues to them and the wider tenant body.

Assess whether an EIA is Relevant

How does your proposal relate to eliminating discrimination; promoting equality of opportunity; promoting good community relations?

The new Tenancy Agreement has specific clauses laying out expectations on behaviour so that tenants, family members and visitors respect their home, their neighbours and the neighbourhood in which they live.

- There are specific clauses around living and behaving safely in the communal areas of blocks and general estate areas.
- Having and looking after pets that do not cause nuisance to neighbours.
- A statement that we want the tenant and those around them to be able to live peacefully in their home and if suffering from nuisance, harassment, racial harassment or domestic abuse to contact us for help and support.
- A specific section entitled 'Respecting Others' that details the types of behaviour that are not acceptable to neighbours and Council Officers visiting or working in the area.
- A specific clause headed 'Hate Crime' and stating the tenant must not discriminate against anyone because of their race, colour religion, sex, age, mental or physical disability, learning disability or sexual orientation, or for any other reason.
- A specific clause related to domestic violence.
- A specific clause detailing the types of action we may take against those who breach the above clauses.

Do you have evidence or reason to believe that some (racial, disability, gender, sexuality, age and religious belief) groups may be affected differently than others? (Think about your monitoring information, research, national data/reports etc)

Yes No

Is there already public concern about potentially discriminatory practices/impact or could there be? Think about your complaints, consultation, feedback.

Yes No

If the answer is **Yes** to any of the above you need to do an Equality Impact Assessment.

If **No** you **MUST** complete this statement

An Equality Impact Assessment is not relevant because:

Signed (completing officer)	Date
Signed (Lead Officer)	Date

Assess the Impact of the Proposal

Your assessment must include:

- **Consultation**
- **Collection and Assessment of Data**
- **Judgement about whether the impact is negative or positive**

Think about who does and doesn't use the service? Is the take up representative of the community? What do different minority groups think? (You might think your policy, project or service is accessible and addressing the needs of these groups, but asking them might give you a totally different view). Does it really meet their varied needs? Are some groups less likely to get a good service?

How do your proposals relate to other services - will your proposals have knock on effects on other services elsewhere? Are there proposals being made for other services that relate to yours and could lead to a cumulative impact?

Example: A local authority takes separate decisions to limit the eligibility criteria for community care services; increase charges for respite services; scale back its accessible housing programme; and cut concessionary travel. Each separate decision may have a significant effect on the lives of disabled residents, and the cumulative impact of these decisions may be considerable. This combined impact would not be apparent if decisions are considered in isolation.

Consultation

How have you consulted with or do you plan to consult with relevant groups and experts. If you haven't already completed a Consultation proforma do it now. The checklist helps you make sure you follow good consultation practice. ([hyperlink to Consultation proforma](#))

Relevant groups/experts	How were/will the views of these groups be obtained	Date when contacted
A working group of managers from other Housing teams (ASB, Repairs etc.)	Managers from each team area and agreed tenancy clauses specific to their team area	Jan-Oct 2014

Housing Management Team	The draft Tenancy Agreement was 'signed off' by the Housing Management Team	October 2014
Lead Councillor for Housing	The Tenancy Agreement was presented to Lead Councillor Briefing	October 2014
Joint Consultative Committee Housing Quality Panels	A draft of the new agreement and a report outlining the main changes will be presented to these groups that are made up of Housing tenants	October/November 2014
All tenants of Reading Borough Council	<ol style="list-style-type: none"> 1. A 'Preliminary Variation Notice' will be sent to all tenants which will outline the proposed changes and the effect the changes will have. All tenants will have a 6-8 week period to respond using a pre-paid envelope. 2. A series of public meetings to which all local residents will be invited to hear about the proposed changes, ask questions and make comments. 3. Attendance at local resident association meetings to do the above. 	December/February 2014-15
For any major changes to a Tenancy Agreement the Council must follow a prescribed statutory consultation process as laid out in Section 103 of the Housing Act 1985.		

Make a Decision

If the impact is negative then you must consider whether you can legally justify it. If not you must set out how you will reduce or eliminate the impact. If you are not sure what the impact will be you **MUST** assume that there could be a negative impact. You may have to do further consultation or test out your proposal and monitor the impact before full implementation.

Tick which applies

1. **No negative impact identified** Go to sign off

2. **Negative impact identified but there is a justifiable reason**

You must give due regard or weight but this does not necessarily mean that the equality duty overrides other clearly conflicting statutory duties that you must comply with.

Reason

3. **Negative impact identified or uncertain**

What action will you take to eliminate or reduce the impact? Set out your actions and timescale?

How will you monitor for adverse impact in the future?

1. Regular Tenant Satisfaction Surveys
2. Monitoring of ASB cases
3. Monitoring of complaints

Signed (completing officer)

Date

Signed (Lead Officer)

Date

Tenancy Policy 2014 - 2019

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1. PURPOSE OF POLICY

The purpose of this policy is to set the council's approach to tenancy management following the changes brought about in the Localism Act 2011, and the changes to the regulatory standards that all social landlords are expected to meet.

In addition, the policy clarifies how the council will support tenancy sustainment, tackle tenancy fraud, and manage discretionary succession rights.

The policy is applicable to tenants of Reading Borough Council.

2. INTRODUCTION

As part of the wider package of social housing reforms, the Government has introduced the requirement for all social landlords to publish a tenancy policy.

The reforms include the introduction of fixed term tenancies and affordable rent, changes to allocations and homelessness and promotion of increased mobility for social tenants.

These reforms are being implemented through the Localism Act and changes to the regulatory standards that all social landlords are expected to meet.

In April 2012, a revised regulatory framework was introduced along with a revised set of regulatory standards. It is the tenure element of the revised tenancy standard that states the requirement for all social housing providers to publish clear and accessible tenancy policies.

The tenancy policy sets out:

- the kinds of tenancies that the council will offer
- the circumstances in which tenancies will be granted
- the length of tenancies granted
- the council's approach to succession rights
- interventions used to sustain tenancies
- the council's approach to tackling tenancy fraud
- preventing unnecessary eviction, and the needs of vulnerable households

It should be noted that the requirement for social housing providers to publish a tenancy policy is different to the statutory requirement, under the Localism Act, for all local authorities to develop a tenancy strategy by January 2013.

The Council does not have to consult on the Tenancy Policy but there is a wider statutory duty under the Housing Act 1985 part IV Section 105 to consult with tenants on matters of housing management that represent a change in policy or practice.

3. TENANCIES

Types of Tenancy

There are 4 types of tenancies available to Reading Borough Council:

- An Introductory Tenancy
- A Secure Tenancy

- A Demoted Tenancy (subject to a court order)
- A Family Intervention Tenancy (FIT)

There are a few exceptional situations that operate outside this normal framework of introductory, secure, demoted and Family Intervention Tenancies. These tenancies have even less security and protection and normally apply to short term accommodation.

The most common of these exceptions is tenancies granted by the Council under its homelessness functions, which generally relate to temporary and emergency accommodation.

Such tenancies operate according to statutory criteria. As is the case with most security of tenure legislation, the council cannot choose to set up an individual tenancy outside those criteria.

Flexible (fixed term) tenancies

Section 154 of the Localism Act 2011 gives local authorities the power to offer flexible tenancies to new social tenants and to family intervention tenants. A flexible tenancy is a secure tenancy of a fixed term of not less than 2 years but more normally will run for five years.

Reading Borough Council strives to support and sustain communities. One way of doing this is to grant lifetime social tenancies (secure tenancies) wherever possible. Reading Borough Council does not offer flexible or fixed term tenancies and will continue to offer Introductory and Secure Tenancies as its default tenancy type. This position is in line with the position statement set out in Reading Borough Council's Tenancy Strategy.

Introductory tenancies

Reading Borough Council has an introductory tenancy scheme and this has run successfully for a number of years.

Unless a new tenant (or one party to a joint tenancy) already has a secure tenancy, or another social housing equivalent such as an assured non short-hold tenancy, Reading Borough Council will grant new tenants an introductory tenancy for a trial period.

This trial period ordinarily allows for introductory tenancies for a period of 12 months, or for a maximum period of 18 months where reasons for extending the introductory period have been given. The tenant has the opportunity to request a review of the decision to extend the ordinary introductory period to the maximum period of 18 months.

Introductory tenants have less security and fewer rights than secure tenants. These differences are set out in the Tenancy Agreement.

Secure tenancies

Reading Borough Council will grant a secure tenancy where:

- Introductory tenants have successfully completed the trial period. Such tenants will automatically become secure tenants.
- Existing secure tenants transfer from other council properties. Such tenants will retain their secure tenancy.
- Existing assured tenants of housing associations transfer into a council property. Such tenants will become secure tenants.
- Existing RBC tenants who apply to succeed to a tenancy (and meet the legislative and RBC policy criteria) will 'inherit' the existing secure tenancy (e.g. joint to sole etc.)

The rights and responsibilities of secure tenants are fully set out in the Tenancy Agreement.

Demoted tenancies

A secure tenancy may be ended by a court order for some kinds of antisocial behaviour and replaced with a demoted tenancy lasting for 12 months, after which it will usually revert back to a secure tenancy provided that the tenant has not perpetrated anti-social behaviour during the 12 month demoted tenancy period. Where the tenant has perpetrated anti-social behaviour during the demoted tenancy period, the Council has the right to apply to court for a possession order.

A demoted tenancy has less security and fewer rights than a secure tenancy. It is broadly like an introductory tenancy and can be a useful alternative to a suspended possession order in some cases.

Family Intervention Tenancies (FIT)

Family Intervention Tenancies are granted to a few families who have chaotic lifestyles including anti-social behaviour, rent arrears and children not attending school. It is a tenancy for families who require intensive family support and are at risk of being made homeless from their existing social housing tenancy. They are entered into voluntarily although the consequence of a refusal to accept a FIT might well lead to further legal action being taken. A FIT usually lasts between 6 months and a year.

In law an existing tenancy cannot be converted to a Family Intervention Tenancy and the family will be offered a different property. However, the Council can convert a Family Intervention Tenancy, usually into an introductory tenancy for 12 months, which can then become a secure tenancy provided the family can demonstrate a sustainable improvement in their behaviour.

Tenants will be required to sign a separate Tenancy Agreement for a Family Intervention Tenancy (FIT).

Joint tenancies

Where the proposed joint tenants are both eligible for housing as defined by legislation the tenancies listed above could be granted on a joint tenancy basis. The terms on which joint tenancies are granted are set out in the Housing Allocations Scheme.

Length of tenancy

The general rule is that a tenancy carries on indefinitely, unless a flexible (fixed term) tenancy has been granted. In legal terms, it is a weekly tenancy. It therefore continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the start date shown on the original tenancy sign-up sheet, until it ends.

Ending the Tenancy

The tenancy may be ended as follows:

- by the tenant - notice to quit
- by the council - notice to quit (only if there is no security of tenure)
- by the council - court order
- by agreement - surrender

The Council's Tenancy Agreement explains these circumstances in more detail. However it should be noted that the council will generally only seek to end a tenancy if:

- The conditions of the tenancy agreement have not been adhered to.
- In the case of death of a tenant.
- Other special circumstances referred to in clause 2.12 of the current tenancy agreement (e.g. if the property needs to be empty temporarily for major repairs or improvements or permanently because it has to be demolished).

4. RENTS

The council currently charges social rent on all of its tenancies. Rent levels are set under the terms of the council's Rent and Annual Service Charge Setting Process.

Service charges are shown as a separate weekly charge for the homes which benefit from these services.

5. TENANT MOBILITY

Mutual Exchange

A Mutual Exchange is a swap of accommodation between two or more tenants and relies on each party moving permanently into their exchange partner's property. A tenant cannot exchange into an untenanted property.

All Council and Housing Association/Registered Provider tenants with Secure or Assured Tenancies can apply to exchange their accommodation. All tenants must apply for, and obtain written permission from their own landlord before going ahead with an exchange.

RBC tenants will be advised that where they are exchanging with an authority or registered social provider that operates a flexible tenancy regime they will be entitled to exchange into either a secure or an assured tenancy.

The Localism Act 2011 amends statutory provisions relating to mutual exchanges of social housing tenancies. Tenants with lifetime tenancies (whether secure Council tenancies or assured housing association tenancies) retain lifetime tenancies when

they exchange with other social housing tenants, and tenants with flexible tenancies (whether flexible Council tenancies or assured shorthold housing association tenancies) should retain flexible tenancies when they exchange with other social housing tenants. However, as Reading Borough Council does not currently offer flexible tenancies, any incoming housing association tenant who moves to a council property will be offered a secure lifetime tenancy. Any outgoing Council tenant who moves to a housing association property will be offered an assured tenancy.

Tenants of Reading Borough Council considering moving, if eligible, can exchange their home with another council tenant or housing association tenant. The Housing Act 1985 (as amended by the Localism Act 2011) determines the Council's Mutual Exchange procedure, which sets out:

- the circumstances under which applications for mutual exchange are considered and
- the council's commitment to ensure that requests for mutual exchange are dealt with promptly, fairly and efficiently and in accordance with the Housing Act 1985

Tackling Under-Occupancy

The Welfare Reform Act 2012 introduced the spare room subsidy (also known as the Bedroom Tax) as a measure to reduce under-occupation amongst working age households.

The Council has a number of incentives in place to assist people to downsize. These are as follows:

- Greater priority bands are given to tenants registered on the transfer list who are under-occupying as laid out in the Council's Allocation Scheme.
- Financial and practical assistance is given to those who wish to move
- Housing advice and support is given to tenants, providing them with information about their options.

The Council's Allocations Scheme and the Under-Occupation Policy set out in more detail how Reading Borough Council will manage and encourage under-occupiers to move to more suitably sized accommodation. In doing so, the aim will be to release larger accommodation for families in housing need and make best use of limited Housing stock.

6. SUCCESSION

6.1 Introduction

The Localism Act changed the law in a number of areas related to succession of tenancy. These specific changes are set out in the following sections.

6.2 Legal Background

Before the changes brought about by the Localism Act were introduced, succession rights were governed by the 'old rules'. After the introduction of those changes, succession rights are now governed by the 'new rules'.

The key date for determining whether the 'old rules' or the 'new rules' apply is the date upon which the tenancy agreement was entered into. If the agreement was entered into before 01.04.2012 the 'old rules' will apply. If the agreement was entered into after 01.04.2012 the 'new rules' will apply.

For those who became tenants prior to April 2012 (which is currently the majority of our tenants), their succession rights will be governed by the old rules, and will remain unchanged

The old rules

If the tenancy agreement began before 01.04.12, it will include the following succession rights:-

- A The right for one succession to spouse or civil partner provided that that person was living in the property with the tenant at the time of the tenant's death.
- B The right for one succession to another close family member provided that that family member had been living continuously with the tenant for a 12 month period ending on the date of death of the tenant.

Under the old rules, only one succession is permitted.

The new rules

Tenancy agreements which began after 01.04.12 include the following rights:-

- A The right for one succession to spouse, civil partner or common law partner provided that that person was living in the property with the tenant at the time of the tenant's death.
- B The right for one succession to another family member provided that the tenancy agreement includes a provision which allows this.
- C The right to a second succession provided that the tenancy agreement includes a specific provision which allows this

Under both the old rules and the new rules, on the death of a joint tenant the surviving joint tenant will become the sole tenant and is the "successor" for the purposes of legislation.

6.3 Reading Borough Council Succession Policy

Following the changes introduced by the Localism Act, there are 4 mechanisms which may determine what happens to the secure tenancy when a tenant dies. Those 4 mechanisms are:-

- a) Statutory succession to spouse/civil partner/common law partner;
- b) Contractual succession to close members of family who have resided at the property for a period of time before the death of the tenant;

- c) Second succession
- d) Discretion to grant a new tenancy

Some of these mechanisms are mandatory, and some are discretionary; and some have been adopted by RBC whereas others have not been.

The table below sets out the main differences:-

Mechanism	Mandatory	Discretionary	Adopted by RBC?	New tenancy created?
Succession to spouse/civil partner/common law partner	Yes	No	Yes	No
Succession to other family members	No	Yes	Yes	No
Second succession	No	Yes	No	No
Discretion to grant a new tenancy in circumstances where succession is not possible	No	Yes	Yes	Yes

6.3.1 Rights of spouses/common law spouses/civil partners

Under the old rules, spouses and civil partners were allowed to succeed provided that they were living in the property with the tenant at the time of the tenant's death.

The Localism Act has introduced a provision whereby people living together in a relationship should be treated as if they are married, or as if they are civil partners. This is a position RBC already takes so there is no policy change from an RBC perspective.

Where there has been no previous succession then the spouse, civil partner, or common-law partner of the tenant will automatically succeed to the tenancy.

6.3.2 Succession to other family members

The Localism Act gives housing providers the discretion to decide whether or not to allow others, who may previously (as laid out in 1985 Housing Act) have been allowed to succeed, the continued right to be able to apply to succeed to a tenancy on the death of a tenant. The Council has decided that it will continue to allow those who

were previously entitled to apply to succeed to a tenancy to continue to do so. However the Council will now take into consideration additional circumstances before deciding whether or not to allow a succession to be granted.

In such cases, the assessment of an application to succeed will firstly establish the following:

1. no-one else has a legal right to succeed **and**
2. the applicant is "close family member" - husband, wife, civil partner or partner or another close family member - parent, grandparent, grandchild, child, brother, sister, uncle, aunt, nephew, niece (including relationships by marriage, civil partnership, step relationships and children born outside of marriage **and**
3. has shared the former tenant's home (as their main residence) for a minimum of 12 months preceding the death of the previous tenant

If the applicant meets **all three** requirements as set out above the Council will take into account the following additional circumstances before deciding whether to allow a succession to take place or to grant a new tenancy. The circumstances taken into consideration include, but are not limited to:

- The needs of the applicant in relation to others in housing need who are registered for housing with the council.
- The financial resources of the applicant and the resources to obtain alternative, suitable accommodation elsewhere.
- The applicant is likely to be vulnerable for the purposes of an application as homeless.
- The likely effect of any decision by the council not to exercise its powers on the health, safety or well-being of the parties and of any relevant child.
- Existing rent arrears.
- Outstanding recharge costs to the Housing Department.
- Outstanding arrears as a result of housing benefit overpayments.
- Any history of anti-social behaviour connected to any members of the household.
- The details (inc. name, date of birth and gender) of all persons who form part of a household. Persons who form part of a household are defined in the Housing Allocations Scheme.
- Evidence of domestic violence e.g. a police report, a report of domestic violence by an Officer of the Council, medical evidence or other appropriate evidence.
- The nature of the parties' relationship. If appropriate the length of time during which they have co-habited.
- The way in which the property has been maintained by the applicant(s) during the history of the tenancy. (The pre- term inspection made at the point the application is made will help in this).
- The vulnerability of the tenant(s) or other occupiers of the property.
- The length of time the applicant(s) has lived at the property.
- The length of time the applicant(s) have shared the former or current tenant's home.
- The history of previous breaches of the tenancy agreement.
- The suitability of the applicants as tenants.
- The size of the property in relation to the needs of the applicant(s).

6.3.3 Second Successions

The Localism Act gives a discretionary power to grant a genuine second succession to certain individuals provided that this power is incorporated into the council's standard secure tenancy agreement.

The acute pressure on housing stock affecting RBC means it will not take on this discretionary power and will limit succession rights as outlined in this policy.

6.3.4 Discretionary grant of new tenancy

Under its allocations scheme, the Council has the power to grant a new tenancy in circumstances where it is not possible to grant a succession, e.g. if a tenant dies, leaving a spouse and children in occupation of a property that they have occupied for a long time, but there has previously been a succession, the Council may use its discretion to grant a new tenancy to the spouse rather than forcing him/her to move out. The Council's allocations scheme contains further details of this provision.

Any application for the discretionary grant of a new tenancy will be considered by the Management Transfer Panel. The additional criteria highlighted in 6.3.2 will be taken into consideration when making a decision.

Using our discretionary right to create a new tenancy in cases where succession has been turned down will create new tenancy rights, including a fresh set of succession rights.

6.3.5 No statutory or Discretionary Right to Succeed

Where the applicant has no statutory right to succeed **and** the council has not agreed to grant a new tenancy, the following approach will be taken:

- Formal notice will be given to the applicant, and appropriate legal action will commence in order to gain possession of the property.
- During this time applicants will be given advice on their housing options and required to register and/or bid on the Housing Register.
- The applicant will not be required to sign a Tenancy Agreement.
- The council will allow the applicant to remain in the property for a minimum of three months (following the death of the former tenant) and a maximum of 12 months before they are required to vacate the property.

6.3.6 What if the applicant has a right to succeed and is under-occupying the property?

- If an applicant is a spouse, partner, civil partner and has a statutory right to succeed then they will succeed to the Tenancy and property *regardless* of any under-occupation.
- If an applicant has a contractual right to succeed, but the property is too big for their needs, the council will always give the opportunity to bid with increased priority (Band B) on a smaller property where they are under-occupying the current accommodation unless there are *exceptional* reasons not to do so. In such cases it is expected that the applicant will move voluntarily and quickly to suitable alternative accommodation through bidding via the CBL scheme and their application being awarded priority as per the allocations scheme.

- However if the occupier chooses not to move then in order to safeguard the return of the property and to ensure eventual vacant possession of the property a formal notice will be served upon the tenant under Ground 15A of schedule 2 to the Housing Act 1985 (as amended). Once the Notice has expired appropriate legal action will commence to gain possession of the property. In these cases the Council will conditionally need to provide suitable alternative accommodation. In cases where legal action is taken through the courts the council may, depending on the circumstances of the case, pursue the applicant for all cost associated with taking the case to and through the court.

Tenant's succession rights are included in the council's Tenancy Agreement and the Allocations Scheme.

7. TENANCY SUPPORT

Reading Borough Council is committed to helping tenants to maintain their tenancy and offers a variety of ways to support tenants in achieving a successful tenancy.

The council operates a number of services and interventions for ensuring, whenever possible, that all individuals succeed in their tenancies, to minimise tenancy failure and to support people to live in their homes independently.

Where a tenant has been identified as needing additional support, this may be provided directly by Tenant Services including debt advice and tenancy sustainment support and/or the tenant may be sign-posted to external agencies such as the Citizens Advice Bureau or other support services.

Housing will also make referrals to and work closely on a case by case approach with colleagues in Social Services (OT's, Family and Social Workers and Children's Services) Community Mental Health to identify concerns and agree an appropriate and "joined-up" course of action. Referrals may also be made to external agencies as appropriate.

A number of services are currently provided to identify support needs and to provide support and enhance independence including:

- Tenancy Audits - a "rolling programme" of routine visits which will often identify if tenants require additional support and services for the maintenance and successful management of their home.
- Older Persons and Disabled Persons Grass cutting and Decoration Scheme which provide practical assistance for vulnerable tenants to maintain their home.
- Provision of an Activities Officer within the Sheltered Housing Schemes to encourage and provide mental/physical stimulation and social interaction for older tenants thus contributing to the wider agenda to maintain independence, health and well-being for as long as possible.
- Opportunities for Tenants to interact with others, gain new skills and confidence through a range of participation options and the provision of Tenant Training and support to gain accredited qualifications.
- Financial support through budgeting and welfare benefit advice, FCSC, DHP etc.
- Tenancy sustainment support.

8. TENANCY FRAUD

The council will take action against any tenant found to be committing tenancy fraud, including those tenants found to be sub-letting their home without permission. This position recognises the value of social housing and the obligation of social landlords to ensure that properties are let appropriately to those in recognised housing need and that landlords make the best use of limited housing stock. The policy on Tenancy Fraud is laid out in more detail in Housing's Tenancy Fraud Policy.

Commitment - the council's approach to tenancy fraud is to comply with the Regulatory Framework as referred to in Housings Fraud Policy, and to commit to tackling housing fraud. The council will take action to prevent fraud and to ensure that its housing stock is only occupied by those with a legal right to be in residence.

Partnership - we will work in partnership to tackle reports of tenancy fraud with other council departments - Legal Services, Corporate Investigations Team and external agencies. We recognise the importance of different departments and agencies working together and will continue to share information where legislation permits to limit or prevent tenancy fraud.

We actively collaborate with other area based social housing providers to share good practice and joint initiatives through the Thames Valley Fraud Forum

Communication - where appropriate, we will publicise cases of tenancy fraud through Local Newsletters, Housing News, the website (provision of "Hotline" for reporting) and the local press.

Prevention - we will identify opportunities to prevent tenancy fraud - checks at Housing Registration, photographs of genuine tenants, proactive visits, credit checks and checks on occupation through Tenancy Audits visits. The Neighbourhood Services procedure "Tenancy Audits" sets out the background to tackling Tenancy Fraud and provides guidance and a process for officers in tackling fraud.

Review of this Policy

This policy will be reviewed every 5 years or earlier if required. The council may choose to review before the expiry of 5 years if it feels this is necessary due to national or local changes to policy or circumstances.

APPENDIX A. Summary of Succession Rights over time

The change in statutory succession rights applies only to tenancies created after the changes introduced by the Localism Act 2011 came into effect (April 2012). For tenancies prior to this date the succession rules are unchanged (and defined in the Housing Act 1985).

The box below summarises the impact on succession rights that will then come into force with a change to the Tenancy Agreement in 2014/2015.

For Tenancies commencing...	Prior to 1 April 2012	then	Statutory Succession Rights are set out in 1985 Housing Act				
For Tenancies commencing...	After 1 April 2012	then	Statutory Succession Rights are set out in the Localism Act 2011	and	Tenancy Agreement (TA) rights prior to any change in TA in 2014	and	Housing Tenancy Policy
For Tenancies commencing...	After change in RBC Tenancy Agreement 2014	then	Statutory Succession Rights are set out in the Localism Act 2011	and	Tenancy Agreement rights after changes 2014	and	Housing Tenancy Policy

Note: The main difference between the Tenancy Agreement before April 2014 and after April 2014 is that after April 2014 the people defined being eligible to succeed reflects the statutory requirements. The consideration of other applicants comes under the discretionary (contractual) criteria.

INTRODUCTION

What does this mean for you?

This Tenancy Agreement sets out your rights and responsibilities as a tenant and those of the Council.

When you sign this Agreement you will become either an Introductory or Secure tenant and you must comply with the conditions of the tenancy. We will tell you which type of tenancy you have been given.

The tenant factsheets, which are not part of this Agreement, explain how to access the range of services we provide to help you to manage and keep your tenancy.

About your Tenancy Agreement

This Tenancy Agreement is a contract between Reading Borough Council and you and it does not give any rights or duties to anyone else.

The Agreement is a legal contract that explains your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.

Any references in this Agreement to legislation only apply to legislation in force at the date of this agreement and to any amendment or replacement of it.

You must read the full agreement before you sign.

The responsibilities in the Agreement apply to you; your husband, wife, civil partner or partner; and your friends, relatives and anyone else living in or visiting your home, including your children.

If this is a Joint tenancy, each joint tenant must comply with the obligations set out in the Agreement and is responsible for the acts and conduct of all other joint tenants.

In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra conditions will be set out in a separate agreement signed by you and by us and attached to this Tenancy Agreement. We can also change the terms of this tenancy if we follow one of the procedures set out in Section 102 of the Housing Act 1985

Giving us information

You must give us correct information. We may take legal action to force you to leave your home if you (or somebody acting on your behalf) has made a statement you know is false *or* gives us misleading information in order to obtain this tenancy.

Signing this Tenancy Agreement

You must sign the Agreement on page 36 of this document when you become a Council tenant. We will also ask you to sign each section of the Tenancy Agreement to confirm that it has been read and understood.

If there is anything you don't understand please ask. You can also get help from the Citizen's Advice Bureau or other independent legal advice.

YOUR TENANCY AGREEMENT - CONTENTS

- Section 1 - Secure tenancy - general conditions**
Explanation of the Tenancy Agreement
- Section 2 - Introductory tenancy - general conditions**
Explanation of the Tenancy Agreement
- Section 3 - Summary of legal rights of tenants**
Table setting out the main legal rights of Introductory and Secure tenants.
- Section 4 - Notices, permission and complaints**
Official addresses for the service of notices and requests for written permission
- Section 5 - Our responsibilities and your rights**
General responsibilities of the Council, and main rights of tenants
- Section 6 - Rent and other payments**
Your rights and responsibilities - paying your rent and other charges
- Section 7 - Repairs, maintenance and improvements**
Your rights and responsibilities - repairing and maintaining your home
- Section 8 - Living in and around your home**
Your responsibilities for communal areas, gardens, parking, vehicles, running a business, etc.
- Section 9 - Living in a safe and healthy home**
Your responsibilities for maintaining a safe and healthy home, the prevention of accidents and fires, dealing with pests and keeping pets
- Section 10 - Living in your community**
Your responsibilities to prevent anti-social behaviour and harassment
- Section 11 - Ending your tenancy or moving house**
Your responsibilities when you leave your home or move house
- Section 12 - Data protection**
- Section 13 - Meaning of words**
Explanation of terms and definitions used in this tenancy agreement
- Section 14 - Tenant factsheets**
How to get more information and advice and a list of tenant factsheets referred to in this Tenancy Agreement.

Section 1 - ABOUT YOUR SECURE TENANCY GENERAL CONDITIONS

- 1.1 Your tenancy includes:
- the property (house, flat, maisonette or bungalow)
 - any gardens, sheds
 - any garage attached to your home.
- 1.2 Except in the special circumstances set out at 1.4 below, as a Secure tenant you have the right to stay in your home for as long as you want, providing that you behave responsibly and keep to the terms and conditions of this Tenancy Agreement.
- 1.3 You may lose the right to live in your home (security of tenure) if:
- the Court grants us a Possession Order
 - you do not use this home as your only or main home, or
 - you sublet the whole of your home to another person.
- 1.4 In special circumstances we have the legal right to take possession of your home. These special circumstances are:
- your home needs to be empty, temporarily for major repairs or improvements, or permanently because it has to be demolished
 - your home has been specially adapted for a disabled or older person who no longer lives in the property and another older or disabled person needs it to live in, or
 - you have succeeded to (inherited) your home and you are not the wife, husband or civil partner of the previous tenant, and your home is bigger than you need.

If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs, compensation if you lose your home or are disturbed by repair work.

- 1.5 In the case of repairs/or improvements, if you move to a temporary alternative home you must return to your permanent home when we have done the repairs. We have the right to take possession of the temporary property when the work on your original home is finished.
- 1.6 If you break any condition in this Agreement, we may take legal action against you, for example by obtaining a Possession Order, Anti-social Behaviour Order, Injunction, Demotion Order or order suspending your right to buy your home.
- 1.7 If we take legal action against you, because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of your home and may also stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.
- 1.8 If we take you to Court for breaking this Agreement, we will ask the Court to order that you pay our costs.

Section 2 - ABOUT YOUR INTRODUCTORY TENANCY GENERAL CONDITIONS

- 2.1** An Introductory tenancy is a “trial” tenancy and usually lasts for 12 months. If you show us that you can act responsibly and that you can keep to the terms of your Tenancy Agreement, you will automatically become a Secure tenant at the end of the introductory period.
- 2.2** Your tenancy includes:
- the property (house, flat, maisonette or bungalow)
 - any gardens, and
 - any garage attached to your home
- 2.3** Introductory tenants have fewer rights than Secure tenants and some additional conditions to comply with. As an Introductory tenant we can evict you more easily than a Secure tenant.
- 2.4** You may lose the right to live in your home (security of tenure) if:
- the court grants us a Possession Order
 - you do not use this home as your only or main home
- 2.5** In special circumstances we have the legal right to take possession of your home. These special circumstances are set out in clause 1.4 of this tenancy agreement.
- 2.6** If we have to take possession of your home because of these special circumstances, we will offer you another suitable home. In certain circumstances, we will help you with removal costs and pay compensation if you lose your home or are disturbed by repair work.
- 2.7** If we take legal action against you because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of your home and may also stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.
- 2.8** If you break any condition in this Agreement, we may extend your Introductory tenancy by a further 6 months which means that you might be an Introductory tenant for 18 months in total or we may take legal action against you, for example by obtaining a Possession Order or Injunction.
- 2.9** If we take you to Court for breaking this Agreement, we will ask the Court to order that you pay our costs.

Section 3 - SUMMARY OF THE LEGAL RIGHTS OF TENANTS

This Tenancy Agreement is more or less the same for Introductory tenants and Secure tenants. However, if you are an Introductory tenant you have fewer rights and some additional conditions to comply with.

Throughout this Tenancy Agreement, where the rights of Introductory tenants vary from those of Secure tenants, they are clearly marked like this:

"If you are an Introductory tenant, you do not have the right to"

Throughout this Tenancy Agreement where there are extra conditions for Introductory tenants they are clearly marked like this:

"Introductory tenants only"

Legal Right	Secure tenants	Introductory tenants	Page No.
Right to pass on your tenancy through succession or assignment	Yes	Yes	
Right to repair	Yes	Yes	
Right to be consulted on housing management	Yes	Yes	
Right to Buy (some properties may be exempt)	Yes	No (but the Introductory period counts toward the discount)	
Right to take in lodgers	Yes	No	
Right to sub-let (you may only sub-let part of your property)	Yes	No	
Right to improve your home	Yes	No	
Right to exchange your home with another tenant. Right to live in the property.	Yes Yes *	No Yes*	

*As long as you do not have a Possession Order made against you

Section 4 - NOTICE, PERMISSIONS AND COMPLAINTS

- 4.1 Any Notice we serve on you will be valid if we:
- deliver it to you personally
 - leave it at, or post it, to your home address and/or, if different, your last known address, or
 - give it to you in line with an Order made by the Court.
- 4.2 The address for service of any Notice (including notices in legal proceedings) on us or any other correspondence is:

Reading Borough Council
Civic Offices
Bridge Street
Reading RG1 2LZ

Email: neighbourhoodservices@reading.gov.uk

Telephone: 0118 937 2161

- 4.3 You need our written permission to make any improvements or changes to your home, run a business from home, and various other activities. Any consent given other than in writing will be considered as not given for the purposes of this Agreement.

To find out more see the tenant factsheet on “When and How to Request permission”.

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home.

- 4.4 Complaints are important to us. We want your feedback so we can change what we can to improve our service.

For more information see the tenant factsheet on “Housing Complaints”.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

This section summarises our general responsibilities and your key rights.

Our Responsibilities

- 5.1 **We are responsible for setting your rent.** The amount of rent you pay depends on the size, type and location of your home.
- 5.2 **We are responsible for repairing and maintaining** the structure and exterior of your home and any building it is in, including roofs, walls, floors, ceilings, window frames, external doors, gutters and outside pipes.
- 5.3 We must:
- carry out repairs within a reasonable time,
 - clear up after a repair and give you reasonable notice of any improvements to your property which are considered necessary.

We are not, however, responsible for repairing anything which has become damaged or defective as a result of your act or default or that of a person living with or visiting you.

- 5.4 **We will take reasonable care** to keep any communal areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a condition that is fit for use by you and persons living with or visiting you.
- 5.5 We will keep in repair and proper working order the installations in your home for space heating, water heating and sanitation and for the supply of water, gas and electricity. These include:
- kitchen and bathroom basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances that use water, gas or electricity)
 - electric wiring including sockets, switches and light fittings (excluding bulbs)
 - gas pipes, water pipes, water heaters, fitted fires and central heating installations.
- 5.6 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work and flues are in a safe condition. The checks we carry out are for gas and carbon monoxide leaks. We will do this in an annual gas safety check

For more information see the tenant factsheet on “Looking after your Home”

- 5.7 If you apply to buy your home, we will continue to do repairs that may affect health, safety or security while you are applying but we will not do any improvements, for example new windows or a new central heating system. If you buy your home, then we will no longer be responsible for its repair.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

We are responsible for consulting with you and for involving you in decision making.

- 5.8 We must ask your views about any of our housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for your home or your area.
- 5.9 We must consult you before making any changes to the conditions of this Agreement (except for rent) and must notify you in advance of actually making any changes.
- 5.10 We must provide information each year on the performance of the Housing service. We usually do this through the publication of an Annual Report.

Your Rights

5.11 Security of tenure

Save in the exceptional circumstances set out at 1.4 above, you may live in the property without interference from us as long as you, your friends, relatives or any other person living in or visiting the property (including children) do not break any of the conditions in this Agreement. If any of the conditions are broken, we may apply to the Court to end your tenancy.

- 5.12 You may keep your home as long as you want unless there is a legal reason why we can take it back. We may take back your home only with the approval of the Court.

5.13 Taking in lodgers

You have the right to take in lodgers, unless doing so would breach any specific age restrictions that apply to your home. You will need to let us know if you take in a lodger in case doing so would breach your tenancy and/or there is a Local Letting policy.

5.14 Overcrowding

You must not allow more than the permitted maximum number of persons to live in your home and the Council will not give permission for you to take in lodgers or to sub-let part of your home if doing so would exceed the permitted maximum number of persons. See the final page of this agreement for details.

5.15 Subletting part of your home

You have the right to rent **part** of your home to somebody else as long as you have our written permission. This is called sub-letting. You must not sub-let the whole of your home. We will refuse permission only if we have good reason to do so - if we refuse we will explain why. The Council may prosecute any tenant who parts with the possession of the property or sub-lets the whole of it as provided by the Prevention of Social Housing Fraud Act 2013.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

If you are an Introductory tenant, you do not have the right to take in lodgers or to sub-let part of your home.

For more information see the tenant factsheet on “Taking in Lodgers and Subletting”.

Introductory tenants only.

- 5.16 If you want someone who wasn't part of your household when you moved in to stay permanently, you must get our written permission first. We will not refuse unless there is a good reason (such as the person being likely to cause a nuisance).

Succession Rights

- 5.17 If you are an introductory tenant and you die while you are an Introductory tenant and succession applies, the person who takes over your tenancy will also be an Introductory tenant. They will only become a Secure tenant in accordance with the terms of this Tenancy Agreement.
- 5.18 **If you are a secure tenant** you have the legal right for your husband, wife, civil partner or partner to take over your tenancy on your death. If you die when you are a Secure tenant and succession applies, the person who takes over will become a Secure tenant immediately.
- 5.19 On the death of a Joint tenant, the surviving joint tenant will become the sole tenant.
- 5.20 Succession can only happen once. If you have already succeeded to the tenancy you will not be able to pass it on. A succession for these purposes happens:
- In the circumstances set out at 5.18 above
 - If there is a succession in accordance with 5.22 below
 - If the tenancy is assigned to someone who would be qualified to succeed to the tenancy on your death.
- 5.21 We do not generally allow any other succession to take place. However, under certain circumstances, we may help to find accommodation for someone who is not your husband, wife, partner or civil partner, where there has been no previous succession and where no-one else has a legal right to succeed. That might be help to stay in the same property or it might be help to move to a different Council property.
- 5.22 If we agree to grant a tenancy to someone who has no legal right to succeed and the property is bigger than they need, we will offer them a smaller alternative.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

- 5.23 If more than one person is entitled to make a claim, they should decide between them who is to do so. If they cannot agree, we will decide who, if anyone, should be granted a new tenancy.

For more information on this see the tenant factsheet on “Succession of Tenancy”.

5.24 **Assigning your tenancy (legal transfer)**

You may be able to transfer your tenancy:

- if this is necessary because of a Court Order (for example if a marriage or civil partnership breaks down), or
- to a person who would qualify to succeed to the tenancy on your death. You must make the request in writing and certain conditions apply.

For more information see the tenant factsheet on “Assigning your Tenancy”.

5.25 **Your right to exchange (swap) your tenancy**

In certain circumstances, you have the right to swap the tenancy of your home with that of another tenant of social housing or give up your tenancy and then be granted a new tenancy of another social housing property. In either case you must request our written permission and we can only refuse to allow you to swap your tenancy or your property on certain grounds set out in law.

5.26 **Your right to buy your home**

You may have the right to buy your home.

For more information contact us or see the tenant factsheets on: “Your Right to Buy your home”
“Exchanging your Home”

5.27 **Your right to make improvements**

You may make changes to or improve your home as long as you first get our written permission. We may, as a condition of giving you permission, ask you to promise to restore your home to its original state at the end of the tenancy. Any gas or electrical or building work must be carried out by a qualified and competent contractor and must be inspected by us. If we think any improvement work is not safe or does not meet planning, building control or other regulations, we may ask you to immediately put your home back to the condition it was in before you did the work. Alternatively, we may carry out work to put the problem right and charge you the cost of this. You will be responsible for the on-going maintenance of any such improvements.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

5.28 Your right to compensation

You have a right to claim compensation for certain improvements that you have made to your home after 1 April 1994 and for which you have our written permission. You can only apply for compensation for some improvements. Contact us for more details.

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home, to buy your home or the right to exchange your home or tenancy.

5.29 Your right to repair

You have the right to have certain urgent minor repairs done quickly, if the repair may affect health, safety or security. This is called your **Right to Repair**.

Under the Right to Repair scheme, you can claim compensation (up to a maximum agreed by law) if we do not complete the repairs within the set time period.

Find out what repairs are included - see the tenant factsheet on "How to Report a Repair" .

For further information about Repairs also see Section 7.

5.30 Your right to information and consultation

We will consult you about any decisions to do with managing or maintaining housing, if these decisions are likely to have a major effect on your home or tenancy.

You also have the right to information about:

- the conditions of your tenancy
- our responsibilities for carrying out repairs
- our policies about consulting you, offering you a home or transferring your tenancy, and
- any proposal to transfer housing stock to a new landlord.

5.31 Your right to manage your home

In certain circumstances, we may give a group of tenants the right to manage their homes as long as they meet certain conditions. You can ask us for more information about this.

5.32 Access to your file

You have the right to see the information we hold about you and your tenancy, rent payments and application for alternative housing. You cannot see information about other people. If you want to see your file please ask your Housing Officer. We must let you know within 40 days what information we hold and let you have a copy. We can charge a small fee for checking our records.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

5.32 (Continued)

If you believe any of the information we hold about you is incorrect, you have the right for it to be amended. Please write to us at Reading Borough Council, Civic Offices, Bridge Street, Reading RG1 2LZ if you believe this to be the case.

5.33 You have the right to see our rules for deciding who gets offered a Council home.

You have the right to a free copy of a short summary of these rules - ask your Housing Officer.

Section 6 - RENTS AND OTHER PAYMENTS

Your responsibilities

- 6.1 Paying rent and Service charges is one of your most important responsibilities. Your rent and Services charges are due every Monday and you must pay them on time or in advance. Rent is due from the date on the front of this agreement.

There are occasional "free" weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your rent in these free weeks.

- 6.2 If you do not pay your rent or other charges, or if you pay it persistently late, we will go to Court to ask for you to be evicted from your home. The Court may also order you to pay our costs.
- 6.3 If you owe rent, rechargeable repair costs or other charges in relation to a previous tenancy from the council, you agree to repay those arrears as an obligation of this tenancy. You will have to pay an agreed amount each week (in addition to the rent) until all of the arrears are repaid.
- 6.4 If this is a Joint tenancy, each named tenant is jointly responsible for paying the whole rent and any other payments due (arrears chargeable repairs and/or Service charges).
- 6.5 We can recover all the rent arrears owed on your home from either of the Joint tenants of the property.
This means that if you leave your property you are still liable for paying the rent and for any arrears, Service charges or chargeable repairs until your tenancy comes to an end.

If you have difficulty paying your rent, contact the Rents helpline immediately.

- 6.6 You must not refuse to pay your rent for any reason. If the payment of rent is not made by the due date, you will be required to pay our reasonable administrative costs in pursuing you for the late payment.
We may take any money you owe us out of any money we owe you. We can also decide how to allocate any payments that you make.
- 6.7 **Your Rent**
We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.
- 6.8 **Welfare Benefits and Housing Benefit**
If you get a welfare benefit, you must tell us immediately of any change in your circumstances that may affect your entitlement (for example if your income or savings change or the number of people living with you changes).

Section 6 - RENTS AND OTHER PAYMENTS

6.9 Service charges

We can introduce new services which you will have to pay for. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this.

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.1 You have the right to have certain repairs carried out to your home. You must tell us when repairs need doing as you, and we, are both responsible for looking after your home properly.

For more information see the tenant factsheet on “Looking after your Home”.

Your Responsibilities

- 7.2 You must keep the interior of your home in good condition. This means carrying out any small repairs that are needed such as unblocking sinks, replacing internal door handles, etc.
- 7.3 You are responsible for decorating the inside of your own home and for repairing and maintaining your own equipment (such as your washing machine).
- 7.4 You are responsible for repairing and maintaining any improvements you have made yourself or taken responsibility for. The improvement you have made yourself or taken responsibility for may result in an increase in rent. If you do not maintain your improvements (including sheds and outbuildings) and they become a risk to health and/or safety or are detrimental to the maintenance of our property, we will tell you to remove the improvement and return the property to its original state. If you do not do this, we will do the work and charge you for it.
- 7.5 If you ask us to leave in place any alteration, improvement or other structure left by the previous tenant, for example a shed, garden pond, greenhouse, and if your request is granted, the responsibility for repairing and maintaining them will be yours.
- 7.6 You can request that we take over responsibility for the repair and maintenance of your improvements. If we agree, we will increase your rent to cover the cost of this.
- 7.7 Gas Cookers and hobs are your responsibility to install through a registered provider. You are responsible for getting a gas safety check by a Gas safe-registered contractor on any appliance you own.
- Allowing us to have access to your home.**
- 7.8 You must give us, including contractors acting on our behalf, reasonable access to your home to carry out any repairs, servicing or inspections for which this Agreement, or the law, makes us responsible or to do any other repairs or improvement work to your property or adjoining properties.

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.9 We will normally give you at least 24 hours' notice if we need to visit your home to carry out an inspection or any repairs or improvement work. If you refuse to allow us in, we may instead get a Court Order and you may be charged for our costs. You may also have to pay us the cost of any visits by contractors where you fail to keep an appointment that has been made.
- 7.10 In an emergency we may need to get into your home immediately. Where there is no-one at your home to let us in, you agree that we may force our way in if needed.
- 7.11 An emergency for the purposes of 7.10 above is a situation that puts someone's health or life or a property in danger. Examples of emergencies when we may need immediate access to your home include:
- fire or flood
 - a gas or water leak
 - if we think somebody may be injured, or
 - if the structure of your home or adjoining property is dangerous.

This is not a full list.

- 7.12 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work and flues are in a safe condition. We will do this in an annual gas safety check.
- 7.13 You must allow us into your home to carry out this gas safety check on your heating system. This is a health and safety requirement. If you refuse us entry, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and this will be recovered from you by way of a recharge. We may apply to evict you for repeatedly failing to allow us access to your home.

Getting permission for repairs and alterations

- 7.14 With the exception of painting and decorating, you must not carry out alterations or additions either inside or outside your home without first obtaining our written permission.
- 7.15 Examples of additions or alterations where you need our written permission include: aerials, conservatories, driveways, fences, garages, garden ponds, greenhouses, hard-standing for vehicles, outbuildings, satellite dishes, surveillance equipment and sheds. *This is not a full list.*
- 7.16 We may refuse permission if there is a good reason and will tell you why. We may give permission, but subject to some conditions that you must keep to.

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.17 If you fail to obtain written permission before you carry out any additions or alterations, we may (by giving you a reasonable period of time) ask you to return the property to its original state. If you don't do this, we may do the works and charge you for it.

You must obtain our written permission before you carry out any gas or electrical work at your home. This work must only be carried out by a qualified and competent contractor and inspected by us. If you fail to do this, you will be asked to put this right within a specified time frame and, if you don't do this, we will do the works and charge you for it.

- 7.18 Before you start work, you must also make sure you get any planning or building regulations approval that you need. If you don't get our written agreement and necessary approvals, we may tell you to return the property to how it was before. If you fail to do so, we may do the work and charge you for it.

For more information see the tenant factsheet on "When and how to Request permission".

- 7.19 If you have made improvements with our permission, then you may be entitled to compensation when you move out. Contact us for more information.

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home.

Repairs we will charge you for

- 7.20 You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any communal area or Council property caused by you or by the actions of others living with or visiting you. The damage could be caused either accidentally or deliberately (e.g. smashed windows) or by your own neglect (e.g. by not reporting a leak).
- 7.21 We have the discretion to decide whether we will carry out the work (and recharge you) or you will carry out the work at your cost.
- 7.22 If we carry out the work, we will charge you the costs of:
- repairing any damage to your home or communal area
 - replacing any Council property you have destroyed or damaged

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.23 We will also charge you any costs we have to pay as a result of you breaking This Tenancy Agreement.
- 7.24 You are responsible for the cost of any repairs required following lawful entry by the police to detect or prevent crime.

For more information see the tenant factsheet on “Costs you must pay - chargeable costs”.

Carrying out major repairs to your home

- 7.25 If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable home. This may be on a temporary or permanent basis. If we offer you temporary accommodation, you must move into it when we ask and return to your home when we have done the repairs.

Section 8 - LIVING IN AND AROUND YOUR HOME

Your responsibilities

- 8.1 We expect you (and anyone living with you or visiting you, including children) to act in a reasonable way at all times, and respect your home, the area around your home, and your neighbours.
- 8.2 You must live in the property as your only or main home. If you are a joint tenant, one of the joint tenants must live in the property as their only or main home.
- 8.3 You must tell us if you are going to be away from your home for more than 28 days and you must also give your housing officer an address and telephone number they can contact you on.
- 8.4 You must allow us access to carry out a regular inspection of the property in order for us to complete our housing management responsibilities and to ensure you are complying with the conditions contained in this tenancy agreement. Part of the inspection will be to check the number of persons residing in your home and to check that the legal tenant is in occupation and to record the condition (internal and external) of all parts of the property. This will be undertaken through a combination of inspection forms, photographs, recordings
- 8.5 As part of the visit you must provide proof
 - A) Of your identity and of anyone living with you (such as driving licence or passport)
 - B) That you are living at the property.

Your rights

- 8.6 You have the right to live peacefully in your home, without us interfering, as long as you keep to this agreement and respect the rights of others.
- 8.7 You do not need to let anyone representing the Council into your home, unless they show you official identification.

Looking after your home

- 8.8 You must immediately report to us any faults and repairs we are responsible for
- 8.9 You must keep the following areas in a reasonable condition:
 - the inside of your home, including decoration inside your home
 - your garden and other outside areas
 - any garage or other outbuildings (such as sheds or greenhouses) which belong to you.

Section 8 - LIVING IN AND AROUND YOUR HOME

Inside your home

Flooring

- 8.10 If you wish to install any type of hard floor covering such as laminate, wood, other artificial wooden floor coverings or ceramic tiles or if you want to have bare floorboards within your home, you must receive our prior written permission.
- 8.11 We will generally grant permission if you live in a house which is detached, terraced, semi-detached or in a ground floor flat or maisonette.
- 8.12 If you live in a flat we will generally refuse permission for noise nuisance reasons or in cases where properties have asbestos tile flooring. There may be other grounds for refusing permission.
- 8.13 We may withdraw permission if at any time your floor coverings cause noise nuisance to your neighbours, and you will be required to remove the flooring and cover it with underlay and carpet. If you are unable to do this we may be able to do this for you but you will be recharged for the cost of the work.
- 8.14 You must not use adhesives (glue) to secure floor covering. If you do, we will charge you the cost of removing the floor covering if we need to do any repairs. It will be your responsibility to replace the floor coverings on completion.
- 8.15 If we are carrying out work to your home that means any laminate or wooden flooring needs to be removed (whether installed by you or not) you will be responsible for removing and re-installing it. If you are unable to do this we may be able to do this for you but you will be recharged for the cost of the work.
- 8.16 If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor (Please refer to clause 7.4).

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home, including laying laminate or wooden flooring.

Lofts

- 8.17 If we require access to your loft space, you must remove your belongings to allow us to carry out our inspection, repair or improvement. If you don't do this and we have to carry out the work you will be recharged for the cost.
- 8.18 At the end of your tenancy you must remove all of your belongings from the loft space. If you don't do this, and we have to carry out the work, you will be recharged for the cost.

Section 8 - LIVING IN AND AROUND YOUR HOME

Keeping your Garden tidy

- 8.19 You must keep your garden or balcony (if you have one) in a tidy and good condition. This includes cutting grass, and pruning hedges, shrubs and trees to a manageable height. You are responsible for the maintenance of any tree(s) within the boundary of the property.
- 8.20 You must maintain your garden (or balcony) so as not to endanger the health and safety of other people or cause damage to any property (including pipes, drains or cables).
- 8.21 You must not allow trees or vegetation to grow so as to overhang public areas or the gardens of neighbouring properties.
- 8.22 You must keep your garden (or balcony) tidy and free from rubbish and debris.
- 8.23 If you do not maintain your garden - and there is no good reason why you can't do it - we may clear it and charge you for the work.
- 8.24 You must obtain our written permission before you:
- remove any tree or shrub on a boundary
 - plant, remove or carry out any work on trees.

If you are an older or disabled person we may be able to help you. Ask your Housing Officer for more information.

Fencing

- 8.25 You must not erect walls or fences or alter, move, remove or interfere with existing boundary features without getting our written permission first.
- 8.26 You must maintain fencing erected by you or fencing that you have taken on the responsibility for from a previous tenant. It is your responsibility to maintain this to a reasonable standard.
- 8.27 If you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first obtained our permission in writing.
- 8.28 If you break these conditions we may, after writing to you first, require you to return the boundary to its original state. If you don't we may do the work ourselves and charge you the reasonable costs to do so.

Parking - vehicles and access

- 8.29 You must obtain our written permission before you:
- Build a garage, car hard-standing, driveway or dropped kerb (you will also need to get planning permission and building regulation approval if appropriate)

Section 8 - LIVING IN AND AROUND YOUR HOME

8.29 (Continued)

- Park a boat, caravan, motor home, trailer, lorry or large commercial vehicle or similar vehicle at your home or on land that we own or control.

8.30 You must not:

- Park any vehicle, boat, caravan or trailer in your garden without a properly constructed driveway with a dropped kerb.
- Block access to any other property by parking inconsiderately, or allow anyone living or visiting you to do so.
- Allow any motor vehicle, caravan, motor-home, trailer, lorry or other wheeled vehicle to obstruct any road, lane, path or access-way or to block the route of emergency vehicles.
- Park any vehicle either within or outside the boundaries of your home, unless it is on a designated parking area or on the road and it is in a roadworthy condition, taxed and insured or where a statutory off road notification is in force.
- Allow any motor vehicle to be repaired, serviced or worked on between 10pm and 8am the following morning at your home or on any land or road outside your home, except in an emergency.
- Carry out any repairs, servicing or other works to a motor vehicle unless it belongs to you or someone living with you at your home.
- Park or drive a vehicle on any council-owned land that is a grassed open-plan area, footpath, grass verge or open space.
- If your property has designated residents parking space only you and your legitimate visitors can park there. You must not give, rent or sell the parking space to anyone else.
- If you breach any of the above conditions your vehicle may be removed and you may be charged our costs in doing so.

8.31 Rights of access

Where there is a right of access over your property to another property or place (including over a drive or footpath), you must allow us and the adjoining occupiers and visitors to use that right of access. You must not cause or allow any obstruction across any right of access.

8.32 Running a business

You must not run a business or carry on a trade from your home without first getting our written permission.

8.33 We will only refuse permission if we have good reason to do so. We will however refuse permission if we think your business will cause a nuisance or annoy your neighbours, or damage your home.

Section 8 - LIVING IN AND AROUND YOUR HOME

- 8.34 If we give permission and the business causes a nuisance or annoyance, we may withdraw our permission and stop you running the business from your home.
- 8.35 If we give you permission, you will also need to get planning permission and building regulation approval if appropriate.
- 8.36 Some examples of the businesses we will not allow are:
- Repairing and maintaining cars
 - Running a print business
 - Running a shop
 - Businesses that involve using hydraulic equipment, using industrial machines, and controlled substances or chemicals

This is not a full list

8.37 Insurance

You are responsible for the contents of your home and you may wish to consider taking out contents insurance. If you live in a flat, you may also take out insurance to cover you in case you cause damage to your neighbour's property, as you may be liable for any costs that arise from the damage e.g. flooding.

8.38 Rules

You must comply with any estate rules or similar regulations that apply to your home and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it.

Section 9 - LIVING IN A SAFE AND HEALTHY HOME

Safety in and around your home

- 9.1 You must help to keep communal areas and estates, clean and safe.
- 9.2 You must not block shared areas or leave litter or dirt or your belongings there
- 9.3 You must dispose of all household rubbish and bulky items quickly and appropriately so they do not cause a nuisance.
- 9.4 You, or anyone living with or visiting you, must not damage, dirty or vandalise any communal or shared areas relating to your home.
- 9.5 You or any contractor that you employ must not open up any duct cover, access hatch or service opening for the purpose of running any new cables or services such as TV, satellite, phone or broadband etc. without first obtaining written permission from us. If you do this without permission, we may arrange for the disconnection of the service and you must pay any charge for reconnection.
- 9.6 You must not obstruct, jam or prop open security or shared doors and you must not give out any keys or pass codes to entry doors.
- 9.7 **Preventing accidents and fires**
You or anyone living with or visiting you, must not create a fire risk or trip hazard by
 - leaving rubbish, dangerous materials or personal belongings in any shared areas in the building (fire exits, staircases, corridors entrances) or on the estate (bin stores, garages or other communal areas)
 - using portable oil or paraffin heaters in your home
 - storing materials, gas canisters or bottles or any dangerous, flammable or explosive materials either inside or outside your home, including in any garden, garage, shed or outbuilding (except oxygen you need for medical reasons or items for domestic use, for example a barbeque gas bottle)
 - interfering with or damaging any fire-safety equipment in your home or communal areas of flats
 - allowing oil or other harmful substance to enter the drains
 - tampering with the supply of gas, electricity or water, or with any other services, meters, hardwired smoke detectors or equipment that we have installed in your home or communal area.

This is not a full list

- 9.8 You must not keep mopeds, motor scooters or motorbikes inside your home or in any shared areas inside the building your home is in (for example, entrance halls, stairs or landings).

Section 9 - LIVING IN A SAFE AND HEALTHY HOME

- 9.9 Battery-powered scooters for use by the elderly or disabled may be stored in your home so long as they do not cause an obstruction preventing safe exit. Mobility scooters must not be left or stored in any communal or shared areas inside the building your home is in (for example entrance halls, stairs, landings). If we provide parking areas for battery powered scooters, you must park any battery-powered scooter within those parking areas.
- 9.10 If any part of your home is a fire escape you must keep it clear and free of all obstructions
- 9.11 You agree that any items left in communal areas that create a fire risk or trip hazard may be disposed of. If we have to get rid of your belongings or remove any obstruction caused by you, or anyone living with or visiting you, you will have to pay the costs of us doing so.

Dealing with Pests and infestations

- 9.12 You must keep your home free of pests and avoid doing anything which encourages an infestation of insects, vermin or other pests in either your home or communal areas. You must not throw scraps of food out of the window as this can lead to infestations.
- 9.13 You are responsible for dealing with infestations and pests, if you do not deal with infestations we will charge you the reasonable cost of special cleaning and any additional professional treatment that is necessary to deal with an infestation.

Keeping Animals and Pets

- 9.14 If you live in a house or a bungalow you must not keep more than two domestic animals, such as dogs, cats, caged birds or small animals. You must care for and keep them under proper control. You must get our written permission before keeping any other animal.
- 9.15 If you live in a building where there is a warden and/or shared access areas (for example sheltered housing or in a block of flats), you must not keep a dog or cat or other large pet, unless it is a registered guide dog or hearing dog or you have obtained written permission.
- 9.16 You must not keep unsuitable animals at your home, garden or outbuildings. Unsuitable animals include, among others: wild animals, poisonous insects and spiders, poisonous or dangerous snakes or fish and large reptiles. In addition:
- Animals registered under the Dangerous Wild Animals Act 1976.
 - Farm animals - for example, sheep, goats, pigs, cattle, horses, chicken and ducks.
 - Dogs specified under the Dangerous Dogs Act 1991.
- 9.17 You must not breed any animals at your home, or build a chicken coop, pigeon coop or aviary without first getting our written permission.

Section 9 - LIVING IN A SAFE AND HEALTHY HOME

Keeping Animals and Pets (Continued)

- 9.18 You must not:
- Run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.
 - Allow your home to become unhygienic.
 - Feed squirrels, pigeons or other vermin either at your home or within your garden, communal areas, or in your local neighbourhood.
- 9.19 You and anyone living with you must not allow your pets to frighten, annoy or cause a nuisance to us or anybody in the neighbourhood. This includes:
- Letting your dog bark excessively
 - Failing to keep your pet under control, and
 - Creating any kind of danger to people's health

This is not a full list

- 9.20 If your animal fouls in any area of the property, communal area or in the neighbourhood then you must immediately remove the mess.
- 9.21 If your pet creates a nuisance, we can ask you to find another home for the animal. If you fail to do so, we may take legal action to make you leave your home.
- 9.22 You or anyone else living with you must make sure your pet does not prevent us getting into your home.
- 9.23 If you do not comply with the above terms and conditions, we may refuse to give our permission or subsequently withdraw our permission and you may be asked to remove the pet(s) from your home.

For more information see the tenant fact sheet on 'Pets In Your Home'.

Section 10 - LIVING IN YOUR COMMUNITY

10.1 Don't suffer in silence - please talk to us.

We want you, as well as those around you, to be able to live peacefully in your home. If you are suffering from nuisance, harassment, racial harassment or domestic abuse, please contact us. We will treat you in a sensitive and supportive way, and any information that you share with us will be treated confidentially.

Your responsibilities

Respecting others

10.2 You must be tolerant of the different lifestyles of others.

10.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. This responsibility applies to behaviour inside your home, in communal areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas etc.) and in the neighbourhood around your home.

10.4 Causing a Nuisance, annoyance or disturbance

You, your pets and anyone living with you or visiting you must not do anything that causes or is likely to cause a nuisance, danger, annoyance or disturbance to anyone living, visiting or working in the neighbourhood. Examples of nuisance, annoyance or disturbance include:

- loud noise
- noise during unreasonable hours
- intimidating behaviour
- abusive language and threatening behaviour
- shouting and slamming doors
- allowing dogs to bark excessively, and not cleaning up dog mess
- being drunk and offensive
- rubbish dumping
- playing ball games close to someone else's home or vehicle
- repairing vehicles (except minor maintenance to your own vehicle)
- parking an illegal or un-roadworthy vehicle on or near your home
- riding unlicensed vehicles on footpaths and grassed areas
- throwing things (for example mud or stones) at another person or at property.

This is not a full list and there may be other activities which cause a nuisance or disturbance to others.

Section 10 - LIVING IN YOUR COMMUNITY

10.5 Causing Anti-social Behaviour (ASB)

You (or anyone living with you or visiting your home) must not harass, threaten, assault or abuse any other person. To do so is a serious breach of these tenancy conditions. Examples include:

- racist behaviour or language
- using or threatening to use violence towards anyone
- using abusive or insulting behaviour or words including through the use of Facebook or other social media
- stalking someone
- damaging or threatening to damage another person's home or possessions or other Council property
- writing threatening, abusive or insulting graffiti.
- damaging, defacing or putting graffiti on Council property. You will have to pay for clearance, repair or replacement.
- verbally abusing, harassing or trying to intimidate or using violence against any staff employed by or contracted to the Council.
- throwing things off balconies or out of windows
- storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas
- making false or malicious complaints about the behaviour of any other person
- Drunken and rowdy behaviour

This is not a full list and there may be other activities which cause a nuisance or disturbance to others.

10.6 Hate Crime

You must not discriminate, against anyone because of their race, colour religion or nationality, sex, age, mental or physical disability, learning disability or sexual orientation (i.e. being lesbian or gay) or for any other reason.

10.7 Domestic abuse

You (or anyone living with you or visiting your home) must not

- inflict domestic violence or threaten violence against any other person living with you or elsewhere.
- harass or use physical, mental, emotional or sexual and financial abuse against any other person living with you or elsewhere.
- If you do we will take action to evict you from your home.

Criminal activity

10.8 You (or anyone living with you or visiting your home) must not use your home or any communal area or any area in the neighbourhood for any criminal or immoral activity.

Section 10 - LIVING IN YOUR COMMUNITY

10.9 Examples of criminal or immoral behaviour include:

- prostitution and related offences
- possessing, cultivating/manufacturing or dealing illegal drugs
- storing or handling stolen or counterfeit goods
- theft
- burglary
- keeping illegal or unlicensed firearms, ammunition or weapons in a property.
- storage of items or materials in your home that may be used for immoral or illegal purposes).
- exploitation and abuse of children and adults

This is not a full list and there may be other examples of criminal, illegal or immoral activity.

10.10 If you, or any person living with or visiting you, are arrested and or convicted of a criminal offence committed in the neighbourhood or in your home, we may take action to make you leave your home.

10.11 What action can we take?

If you, anyone living with you or visiting your home, cause nuisance, annoyance, harassment, anti-social behaviour, criminal activity or domestic abuse, we will take action to control your behaviour and protect the quality of life of other residents. Some of the things we can do are:

- write to warn you about your responsibilities as a tenant
- ask you to sign an Acceptable Behaviour Contract
- extend your Introductory Tenancy for a further six months
- get a court order to **demote** your tenancy. As a demoted tenant you will have fewer rights and some additional conditions to comply with
- get an injunction to stop you or any person living with or visiting you from acting in an anti-social manner or threatening to carry out violence towards another person.
- get an order suspending your right to buy your home
- evict you from your home

This is not a full list

For more information see the tenant fact sheet on 'Dealing with Anti-social Behaviour'.

Section 11 - ENDING YOUR TENANCY OR MOVING HOME

How you can end your tenancy

- 11.1 If you want to end your tenancy, you must give us 4 weeks' notice in writing. The notice must be signed and dated. Please contact us and we will give you a notice form to fill in.
- 11.2 The 4 weeks' notice must end on a Monday and you must return your keys to the Housing office on or before the date the notice period ends. If you do not, we will change the locks and charge you for this plus a late key return charge.
- 11.3 If you leave your home before the end of the 4-week period, you will still be responsible for paying rent until the end of the notice period, but you may not be eligible for Housing benefit.
- 11.4 Once you have given your Notice of Termination you cannot withdraw it.
- 11.5 If you are joint tenants, any one of you can end the tenancy by giving written notice; it will be binding on both or all of you.
- 11.6 You must allow the Council access to inspect the property before you leave.
- 11.7 When your tenancy has ended you will remain responsible for and must pay immediately any unpaid rent and any other payments due under this agreement. If you fail to do so we will undertake legal action to recover any outstanding monies.
- 11.8 At the end of your tenancy you must:
 - leave your home so we can take possession of it
 - leave your home and garden clean and tidy
 - remove all your belongings and furniture
 - remove all rubbish, and
 - remove your pets.
- 11.9 You must leave your home in the same condition it was in at the start of the tenancy, allowing for fair wear and tear.
- 11.10 You must leave fixtures and fittings in the same condition they were in at the start of the tenancy or the date they were installed, allowing for fair wear and tear. By fixtures and fittings we mean all appliances in your home that we own, including installations for supplying heating and hot water, storage cupboards, pipes and cables from meters (but not the meter itself) and pipes or cables to the meter.
- 11.11 You must make good any damage to your home before you move. If you do not do so, then we will charge you for replacing or repairing missing or damaged items.

Section 11 - ENDING YOUR TENANCY OR MOVING HOME

- 11.12 You agree that we may get rid of any furniture and belongings you have left in the property on the date your tenancy ends in such manner as we see fit. You also agree that we can retain any money we get from selling such items. We will charge you the cost of removing the items and doing any cleaning that is needed.
- 11.13 We will also charge you for removing or making good any alterations you carried out at your home without first getting our written permission.
- 11.14 You must not allow any person to remain living in your home when your tenancy ends. If you do we will take court action to gain possession and you may be charged for rent and our court costs.
- 11.15 If as a result of a breach by you of your obligations in this section of the agreement we are unable to re-let your home immediately to another tenant, you must pay to us the equivalent of the rent we lose by not being able to do so until your home is ready to be re-let.

For more information see the tenant factsheet on 'Ending your Tenancy'.

Moving Home

- 11.16 You have the right to apply to move to another Council or housing association home. You will have to register for social housing and if you qualify will have to bid on properties under the Council's Choice Based Lettings Scheme. Your priority will depend on the urgency of your housing need, how long you have been waiting and what accommodation is available.
- 11.17 Unless there are exceptional circumstances you will not be allowed to transfer to another property if:
- you owe any rent
 - your property and garden are in poor condition
 - you have made alterations or improvements without our written agreement
 - we are in the process of taking possession
- This is not a full list*
- 11.18 You have the right to swap the tenancy of your home (called a "mutual exchange") with the tenancy of another tenant of the Council, a housing association or of another local Council, but you must get the Council's agreement in writing first. We cannot refuse permission unless it is for a reason set out in Schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011 (such as rent arrears or either of the homes would be overcrowded following the swap).
- 11.19 If you exchange without getting our written permission we will take legal action to evict you and you will not be able to return to your original home.

For more information see the tenant factsheet on 'Exchanging Your Home'.

Introductory tenants do not have this right to transfer or to swap or exchange their home or the tenancy of it.

Section 12 - DATA PROTECTION

Fair Processing Notice

- 12.1 Data processed by Reading Borough Council is dealt with in accordance with the Data protection act 1998. The Council is required to protect any personal information it holds about you and to inform you how it processes that information and who the information is shared with.
- 12.2 By signing this Tenancy Agreement you consent to the Council using the personal information you have provided to the Council in your housing application, and may provide as a tenant, for the following purposes:
- To carry out its responsibilities under this tenancy
 - To use its rights under the tenancy
 - To keep to our legal responsibilities and the responsibilities it has to other organisations under this tenancy agreement
 - To carry out its responsibilities to other tenants, and
 - To comply with our legal obligations to equality and diversity.
- 12.3 The Council will share your personal information with other appropriate organisations and Council services so they can carry out their responsibilities as required by law.
- 12.4 These may include:
- contractors appointed to carry out repair, maintenance or improvement work to the property
 - law enforcement agencies
 - children and adult social care, education and schools
 - housing benefits and council tax, DWP
 - electoral registration
 - local housing providers, and
 - professional advisers.
- 12.5 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, we may pass on contact details to the company to whom the money is owed or any agent acting on their behalf.
- 12.6 We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud where requested.

Section 12 - DATA PROTECTION

How we will store your information

Personal and financial information is held in files which are stored in locked cupboards in a secure building. Only authorised Council staff have access to the area and only staff within the Housing team have access to unlock the cupboards.

Personal and financial information recorded on portable computer equipment is password protected and encrypted. The computer equipment is only used in line with Reading Borough Council's ICT security policies.

Personal and financial information is recorded and stored securely on the Council's electronic Housing record system.

Information will be retained for six years after the termination of your tenancy, after which it will be securely destroyed.

Section 13 - MEANING OF WORDS

TERMS AND DEFINITIONS USED IN THIS TENANCY AGREEMENT

You - the tenant, and in the case of joint tenants, any one or all of the joint tenants

Council, we, us, our, landlord - Reading Borough Council and everyone working on behalf of the Council including employees and contractors

Introductory tenancy - An Introductory tenancy is a "trial" tenancy and usually lasts for 12 months. If you show us that you can act responsibly and that you can keep to the terms of your Tenancy Agreement, you will automatically become a Secure tenant at the end of the introductory period.

Secure tenancy - Except in the special circumstances set out at 1.4, as a secure tenant you have the right to stay in your home for as long as you want, providing that you behave responsibly and keep to the terms and conditions of this Tenancy Agreement.

Neighbour - everyone living in the area, including other tenants, people who own their own homes; and local businesses

Neighbourhood - for the purposes of this agreement neighbourhood is defined as any area located within the Reading Borough Council boundary or adjoining boundaries where RBC stock is located

Rent - payment due from you to us for occupation of the property

Home or property - the property let to you under this agreement, including any garden, yard, balcony, driveway, outbuildings, sheds, also including any garage within your property but not including any shared areas

Shared areas or communal areas - the parts of the building that all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas

Garden - lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards

Anti-social behaviour - doing something or failing to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone

Hate Crime

Vehicle - anything used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, mini bike, mini moto, quad bikes, trailer, scooter and battery powered mobility scooters

Written permission - a letter from us giving you permission to do something

Tenant factsheet - a leaflet providing further information or advice about your rights, responsibilities, rules or services available from us

Animal - any bird, fish, insect, mammal, reptile or spider

Sub letting

Lodger

Section 14 - TENANT FACTSHEETS

PROVIDING MORE DETAILED INFORMATION AND ADVICE ABOUT OUR SERVICES

The factsheets referred to in this Tenancy Agreement are listed below. You will be given a copy of these and other key factsheets when you sign your Tenancy Agreement.

They provide further information and advice about your rights and responsibilities and the rules we operate and how to access the housing services we provide.

Tenant Factsheet	Sections
When and How to Request Permission	4 & 7
Housing Complaints	4
Taking in Lodgers (includes information on subletting part of your home)	5
Succession of Tenancy	5
Assigning your Tenancy	5
Exchanging your Home	5 & 11
Your Right to Buy	5
How to Report a Repair (includes information on Your Right to Repair and Your Right to Compensation)	5 & 7
Looking After Your Home (explains our responsibilities and your responsibilities for repairs)	5 & 7
Costs You must pay - Chargeable Costs	7
Ending your Tenancy	11
Introductory Tenancy	2
Pets in Your Home	9
Dealing with Anti-social Behaviour	10

For additional copies or information about the full range of further factsheets available:

- go to our website at
- by email: neighbourhoodservices@reading.gov.uk or
- by telephone: on 0118 937 2161 (Neighbourhood Services)

YOUR TENANCY AGREEMENT

The address of the property rented in this Agreement is:

	Postcode	
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The name of the tenant(s) is/are:

	Tenant Name(s)	NI Number
1		
2		

The weekly tenancy starts on:

It is an Introductory tenancy until:

when you will become a Secure tenant (unless we have notified you that the Introductory period has been extended)

You will become a Secure tenant unless:

- you are not occupying your property as your only or principal home or
- we are in the process of taking possession

The starting rent is:

This includes a sum of additional rent for

The maximum number of persons allowed to live here is:

All tenants should sign below after reading this Agreement

- The information I/we gave in my/our application for housing was and still is true
- I/we have been given a copy of the "Introductory Tenancy" leaflet
- I/we understand and agree to the conditions in this Tenancy Agreement

Tenant 1

Date

Tenant 1

Date

Neighbourhood
Officer

Date