

## READING BOROUGH COUNCIL

### REPORT BY DIRECTOR OF ENVIRONMENT AND NEIGHBOURHOOD SERVICES

TO:	Housing, Neighbourhoods and Leisure Committee		
DATE:	5 <sup>th</sup> July 2016	AGENDA ITEM:	12
TITLE:	Council Housing Tenancy Agreement		
LEAD COUNCILLOR:	Councillor Richard Davies	PORTFOLIO:	Housing
SERVICE:	Housing	WARDS:	All
LEAD OFFICER:	Tom Martin	TEL:	01189372839
JOB TITLE:	Tenant Services Manager	E-MAIL:	Tom.martin@reading.gov.uk

#### 1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 This report sets out the results of the consultation with tenants that took place during summer 2015 in relation to the introduction of a new Tenancy Agreement. It also sets out the minor changes proposed to the draft Agreement as a result of tenants and officers' feedback.
- 1.2 The Tenancy Agreement is subject to a formal and prescriptive consultation process with tenants. The proposed scope and timeframe for further communication with tenants and the introduction of the new Tenancy Agreement is also laid out in this report.
- 1.3 Appendices - the results of the consultation with tenants is attached as appendix A. An Equality Impact Assessment has been completed and attached as appendix B. The proposed final Tenancy Agreement is attached as appendix C. Appendix D is a section from the March 2015 Housing, Neighbourhoods and Leisure Committee report that highlighted some of the main changes to the proposed new tenancy agreement.
- 1.4 The headline results from the 1,425 completed surveys are that 93% of tenants found the new Agreement easy to follow, 96% said it was easy to understand, 92% agreed it did not contain unreasonable clauses and 91% said they had not experienced problems not covered by the conditions in the Agreement.

#### 2. RECOMMENDED ACTION

- 2.1 That committee note the results of the consultation on the proposed new Tenancy Agreement.
- 2.2 That committee approve the further minor changes to the proposed new Tenancy Agreement and other recommendations identified as a result of the consultation (and laid out in Section 4).
- 2.3 That committee approve the serving of a Housing Act 1985 Section 103 Variation Notice on tenants formally introducing the new Tenancy Agreement.

#### 3. POLICY CONTEXT

3.1 In March 2015 the Housing Neighbourhoods and Leisure Committee approved the start of the formal consultation process with all Council tenants on the introduction of a new Tenancy Agreement. This involved a pack of documents being sent to all tenants. The pack contained:

- A Housing Act 1985 section 103 Preliminary Variation Notice giving tenants formal notice of the Council's intention to change the terms and conditions of the current Tenancy Agreement.
- A copy of the proposed new Tenancy Agreement.
- A document that outlined all of the changes the Council proposed to undertake and the reason for the proposed change.
- A survey form for tenants to complete to allow feedback on the layout and content of the proposed new Agreement.
- An accompanying letter explaining all of this.

3.2 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 the tenancy can lead to punitive action with the most extreme sanction (for tenants) being loss of their home through legal possession and eviction.

3.3 The headline results from the consultation with tenants include:

- 1,417 completed survey forms returned
- 96% of respondents found the wording in the new Tenancy Agreement easy to understand. 5% found most or all of it difficult to understand.
- 93% found the layout of the new Agreement easy to follow.
- A lot of new clauses have been added to the Tenancy Agreement and we asked if tenants agreed or not that this was necessary. 84% agreed it was necessary with 11% having no opinion.
- 92% said they did not think there were any clauses that were unreasonable.
- 91% said they had not experienced problems not already contained in the new agreement.
- 95% liked the look and layout of the new agreement.

A more detailed breakdown of the results can be found in appendix A. In addition, the pack of documents was emailed to all Housing staff and all Reading Borough Council Ward councillors. A number of responses were received from staff but no comments were received from Ward councillors.

3.4 There were a number of additional comments made by tenants in response to the survey questions. 367 respondents made some sort of comment in one of the comments/freetext boxes. Upon analysis of the comments there were a number of general themes:

- The Tenancy Agreement is too long, too complicated and contains too much jargon - this was a particular comment from elderly tenants.
- The 'succession rules' were difficult to understand.
- An abbreviated version of the Agreement or a booklet explaining the Agreement in easier to understand terms would be helpful.
- The 'meaning of words' section of the Agreement should be moved from the back to the front of the Agreement.
- Several specific clauses caused some negative comment - these specifically related to the clause regarding maintenance of trees in tenants' gardens, tenants possibly having to pay a higher rent for improvements to the property and limiting the number of pets in a property to two.

3.4.1 These comments should be put in the context of the total number of responses received and the overwhelming positive response to the layout and new clauses contained in the Agreement.

3.4.2 Of the 367 respondents who made a comment a large number of these were made by tenants that were not specific to the changes proposed in the new Tenancy Agreement but rather focussed on specific issues related to that tenant e.g. repair issues at the property, anti-social behaviour problems with neighbours etc.

3.5 A key aspect of the formal consultation process is that a documented Officers' meeting must take place to consider the consultation responses. The consultation period ended on 25<sup>th</sup> September 2015 and the Officers' meeting took place on 12<sup>th</sup> October 2015. A number of changes and recommendations to the proposed Tenancy Agreement were agreed. These are identified in section 4.0 of this report.

## 4. THE PROPOSAL

4.1 As a result of the tenant consultation and an Officers' meeting that took place to consider the responses the following actions were agreed:

- i) A 'Your Tenancy Agreement Explained' booklet/factsheet has been produced and will be sent to all tenants.
- ii) A tenant factsheet dealing with successions has been produced and will be sent to all of those who responded to the survey and were not clear on the succession rules outlined in the proposed new Tenancy Agreement. They will also be contacted by their Housing Officer to talk through any concerns or questions in relation to succession rules.
- iii) The 'meaning of words' section of the Tenancy Agreement will be moved from the back of the draft Tenancy Agreement to the front of the proposed new Tenancy Agreement.
- iv) It was noted by Sheltered accommodation staff and tenants that there are some additional services provided by Sheltered accommodation (and not applicable to the majority of tenants) that are not specifically referred to in the Tenancy Agreement. To accommodate these additional services the Council will rely on Clause 1.9 of the new Agreement and for, Sheltered tenants only, there will be a Supplementary Agreement attached to the main Agreement which will be signed by both parties.

- v) The general overwhelming consensus from the tenant feedback and consultation with staff is that the proposed Tenancy Agreement is to an appropriate length and the layout and format acceptable. The nature of tenancy agreements is that they are often quite long and complicated legal documents but every effort has been made to keep the wording to a minimum (while ensuring all necessary clauses are retained) and as jargon free and written in as plain English a format as was possible.
- vi) The proposed final Tenancy Agreement has been Tenant Quality Marked by a panel of tenants whose role is to read Housing produced documents to ensure they are in a format, style and wording that is as accessible to tenants as is possible.
- vii) As a result of tenant consultation feedback the following specific alterations have been made to the wording of the Tenancy Agreement.
  - A new clause 7.14 has been added to the Agreement related to Legionella checks 'To reduce the risk of Legionella bacteria occurring in your property it is your responsibility to clean, disinfect and descale any showerhead at least every 6 months. In addition any little used outlets (e.g. taps, etc.) must be flushed for at least 2 minutes when they have not been used for more than 1 week.'
  - A reference to not smoking in the communal areas of blocks of flats should have been included in the draft Tenancy Agreement. Clause 9.1 has therefore had the following wording added to it '..... and must not smoke in the communal areas of any block or Council building.'
  - Additional wording has been added to clause 8.23 as follows 'if tenants have been allocated a garden in a block of flats and fail to maintain it to an acceptable standard the Council will, following reasonable notice, take the garden over and return it to communal status on a permanent basis.'
  - The words 'hard wired' have been removed from clause 9.5. The words 'on your heating system' have been removed from clause 7.13.
  - The last 'will' in clause 8.15 has been changed to 'may'.
  - The reference to 'chickens and ducks' has been removed from clause 9.17.
  - Clause 5.18 has had the wording 'Secure tenants only' removed.

## **5. CONTRIBUTION TO STRATEGIC AIMS**

- 5.1 Reviewing and updating the existing Tenancy Agreement helps to promote equality, social inclusion and a safe and healthy environment for all 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; this was completed by the issuing of a Housing Act 1985 Section 103 Preliminary Variation Notice to all tenants in August 2015. The resulting consultation resulted in 1425 completed survey forms being returned. In addition:

- A presentation outlining the changes in the proposed new Tenancy Agreement was made to the tenant representatives that make up the Housing Joint Consultative Committee.
  - A series of seven meetings (one for each Housing Officer patch area and one for the Affinity PFI area) were organised, advertised and took place so that local residents could find out more about the proposed new Tenancy Agreement, ask questions and make comment.
  - An article was included in Housing News highlighting the consultation process.
  - A documented Officers' meeting took place in October 2015 where responses to the consultation were considered and a record kept of any changes to the proposed Tenancy Agreement as a result of the consultation.
  - The headline results of the consultation (as attached in appendix 1) have been fed back to all tenants in a Housing News article.
- 6.2 It is proposed to now move to the next stage of the process which is the issuing of a formal Notice of Variation which will be served on all tenants. The Notice will detail any changes that have been made to the Tenancy Agreement and as highlighted in this report. The Notice will include a date (no less than 4 weeks following the serving of the Notice) when the new Tenancy Agreement will become effective.
- 6.3 Subject to committee approval the aim is to issue the Notice of Variation and the new Tenancy Agreement during summer 2016.

## **7. EQUALITY IMPACT ASSESSMENT**

- 7.1 Under the Equality Act 2010 Section 149 a public authority in the exercise of its functions must 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 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 B. 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 were consulted on the proposed new Tenancy Agreement highlighted that the overwhelming majority of respondents believed the proposed new Tenancy Agreement was easy to follow (93%), easy to understand (96%), did not contain unreasonable clauses (92%) and they did not experience problems not covered by the conditions in the agreement (91%).

## **8. LEGAL IMPLICATIONS**

- 8.1 The power to vary the terms of the Tenancy Agreement is set out in Sections 102 and 103 of the Housing Act 1985 (as amended).

- 8.2 Section 102 of the Housing Act 1985 (as amended) details the ways in which the terms of a secure tenancy can be varied. One such way is 'in accordance with Section 103 (notice of variation of periodic tenancy)'.
- 8.3 Section 103 of the Housing Act 1985 (as amended) states that the terms of the tenancy agreement can be varied by service of a notice of variation; and that before service of that notice, a preliminary notice should be served upon each tenant:
- . informing the tenant of the intention to serve a notice of variation
  - . specifying the proposed variation and its effect
  - . inviting the tenant to comment on the proposed variation
- 8.4 The council has ensured that the above provisions and good practice have been followed by ensuring that:
- . All tenants (secure and introductory) have been consulted and have been able to make representations.
  - . All tenants have been notified of the reasons for the proposed variations
  - . All tenants have been given the reason for the final decision made.
- 8.5 This has been achieved to date through the serving of a formal Preliminary Notice. Service of a Notice of Variation will follow during summer 2016.
- 8.6 The current RBC Housing Tenancy Agreement clause 2.10 states 'we must consult you before making changes to the conditions of this agreement (except for rent) and must notify you in advance of actually making any changes'. This clause has been replicated in the new tenancy agreement.

## **9. FINANCIAL IMPLICATIONS**

- 9.1 A budget has been identified from the Housing Revenue Account to fund:
- The printing of approximately 7,000 new Tenancy Agreements, a Notice of Variation, an 'explaining your tenancy agreement' factsheet and an accompanying letter.
  - Pre-paid envelopes for the return of a signed copy of the new Tenancy Agreement.
  - Postage costs for the above documents.
  - Any other associated costs.

## **10. BACKGROUND PAPERS**

- 10.1 A report came to the Housing, Leisure and Neighbourhoods Committee in March 2015 asking the Committee to agree the process for consultation and approve the serving of a Housing Act 1985 Section 103 Preliminary Variation Notice on tenants inviting them to comment on the draft Tenancy Agreement.

**READING BOROUGH COUNCIL**  
**REPORT TEMPLATE**

**FINANCIAL IMPLICATIONS**

The financial implications arising from the proposals set out in this report are set out below:-

**1. Revenue Implications**

Use this Table in the report or as an Appendix to set out the revenue implications:

	2013/14 £000	2014/15 £000	2015/16 £000
Employee costs (see note1)			
Other running costs			
Capital financings costs			
<b>Expenditure</b>			
Income from:			
Fees and charges (see note2)			
Grant funding (specify)			
Other income			
<b>Total Income</b>			
Net Cost(+)/saving (-)			

The net cost of the proposal can be funded from (specify service and approved cost centre budget).

**Note 1:** Specifying any one off early retirement and redundancy costs. With regard to early retirement costs set out capitalised pension cost and pay back period in a separate paragraph.

**Note 2:** In a separate table/appendix set out detailed fees and charges proposals and sensitivity analysis.

**2. Capital Implications**

Capital Programme reference from budget book: page line	2013/14 £000	2014/15 £000	2015/16 £000
Proposed Capital Expenditure			
Funded by			
Grant (specify)			
Section 106 (specify)			
Other services			
Capital Receipts/Borrowing			
<b>Total Funding</b>			

**Note:** where more than one option /proposal is being made it may be easier to set out the above information in an Appendix.

**3. Value for Money (VFM)**

Given the continuing need to demonstrate VFM please include evidence that the proposal offers VFM (e.g. benchmarking data)

**4. Risk Assessment.**

Include relevant comments around any key financial risks associated with the proposal(s)



# Appendix A: New Tenancy Agreement - Consultation Feedback Results (2015)

Total Respondents: 1425

		Numbers		Percentage	
		Yes	No	Yes	No
Q1	Do you find the layout of the new tenancy agreement easy to follow?	1317	100	93%	7%

		Numbers				Percentages			
		Easy	Most of it easy	Most of it difficult	All of it difficult	Easy	Most of it easy	Most of it difficult	All of it difficult
Q2	Do you find the wording in the new tenancy agreement is easy to understand?	943	406	38	31	67%	29%	3%	2%

		Numbers			Percentages		
		Agree its necessary	Think its unnecessary	Have no opinion	Agree its necessary	Think its unnecessary	Have no opinion
Q5	We have added a lot of new clauses to help tenants understand their responsibilities and, hopefully encourage those who cause problems to act more responsibly. Do you -	1178	68	159	84%	5%	11%

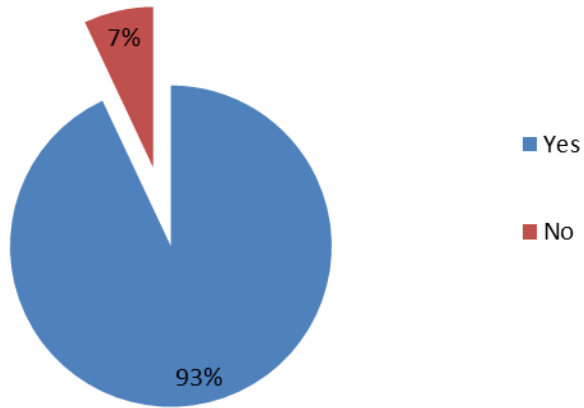
		Numbers		Percentage	
		Yes	No	Yes	No
Q6	Are there any clauses that you think are unreasonable?	98	1189	8%	92%

		Numbers		Percentage	
		Yes	No	Yes	No
Q7	Do you experience problems that are not covered by the conditions listed in the agreement?	124	1228	9%	91%

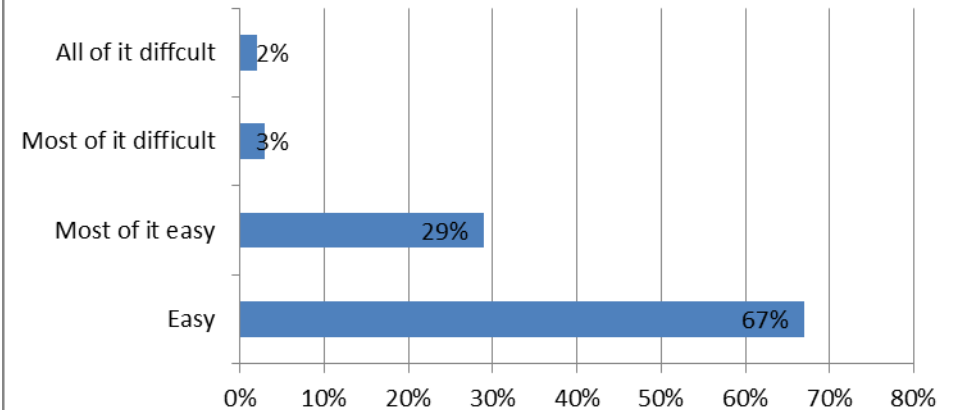
		Numbers		Percentage	
		Yes	No	Yes	No
Q8	Do you like the layout and look of the new agreement?	1298	68	95%	5%

		Numbers		Percentage	
		Yes	No	Yes	No
	May we call you if we need to seek further advice on the comments you have made?	711	588	55%	45%

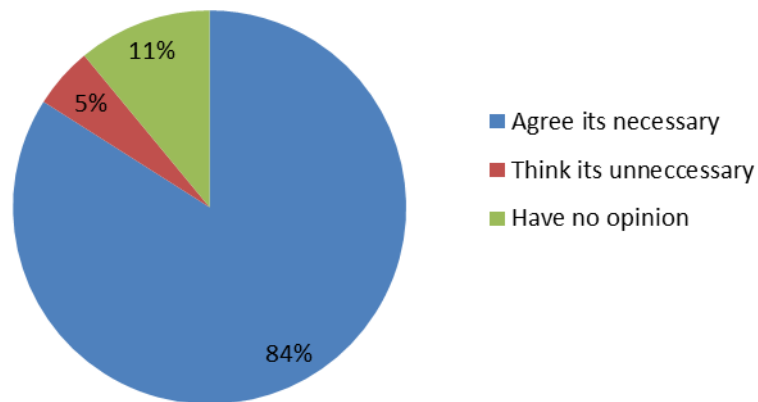
**Do you find the layout of the new tenancy agreement easy to follow?**



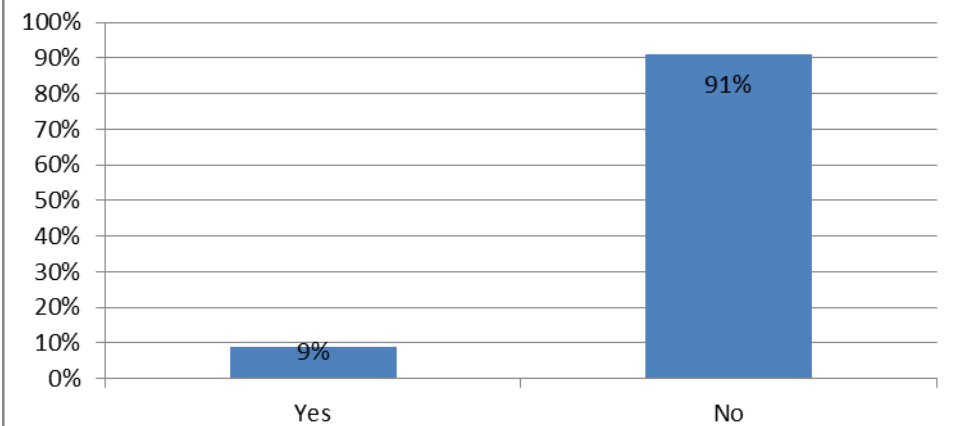
**Do you find the wording in the new tenancy agreement is easy to understand?**



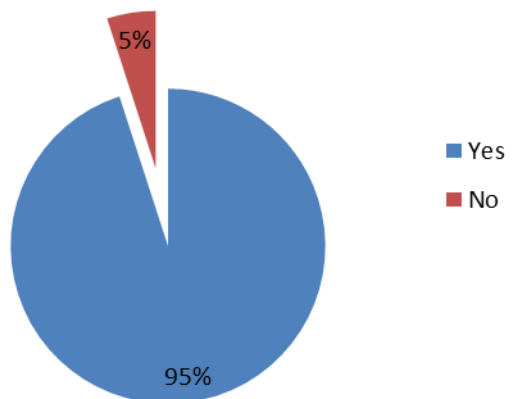
**We've added a lot of new clauses - do you...**



**Are there any clauses you think are unreasonable?**



**Do you like the layout and look of the new agreement?**



**Equality Impact Assessment**  
Provide basic details

**Name of proposal/activity/policy to be assessed**

Issuing of a new RBC council house 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: December 2015

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**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. A consultation exercise was undertaken in late summer 2015 on the draft of a new agreement. The results of the consultation have now been considered with the aim of issuing a final new tenancy agreement to all RBC council tenants in spring 2016.**

**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 up to 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.

The results from the consultation exercise with all of our council tenants identified that 84% of tenants were in agreement with adding new clauses and understood the reasons for this and for the need to strengthen both tenant and landlord (RBC) rights and responsibilities.

- 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.)

No

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

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"> <li>1. A 'Preliminary Variation Notice' was sent to all tenants in late summer 2015 which will outline the proposed changes and the effect the changes will have. Tenants had a 6-8 week period to respond using a pre-paid envelope.</li> <li>2. A series of local surgeries were held in each housing officer patch area (7 areas across the Borough and an additional surgery in the Affinity area of Whitley) to which all local residents were invited to hear about the proposed changes, ask questions and make comments.</li> <li>3. Attendance at local resident association meetings to do the above.</li> </ol>	July – September 2015
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. The consultation that was undertaken above fulfils that requirement.		
<p>The results of the consultation with tenants was as follows:</p> <p>95% said they liked the layout of the new agreement</p> <p>93% said the new layout was easy to follow</p> <p>96% said all or most of the wording in the new agreement was easy to understand</p> <p>92% said the new agreement did not contain unreasonable clauses</p> <p>91% said they had not experienced problems not covered by the conditions in the agreement</p> <p>84% agreed it was necessary to add additional clauses to help people better understand their responsibilities and to encourage those who cause problems to act more responsibly</p>		

### **Collect and Assess your Data**

Using information from Census, residents survey data, service monitoring data, satisfaction or complaints, feedback, consultation, research, your knowledge and the knowledge of people in your team, staff groups etc. describe how the proposal could impact on each group.

#### **Describe how this proposal could impact on Racial groups**

**Is there a negative impact?**      Yes ☐      No ☐      Not sure ☐

#### **Describe how this proposal could impact on Gender/transgender (cover pregnancy and maternity, marriage)**

**Is there a negative impact?**      Yes ☐      No ☐      Not sure ☐

#### **Describe how this proposal could impact on Disability**

**Is there a negative impact?**      Yes ☐      No ☐      Not sure ☐

#### **Describe how this proposal could impact on Sexual orientation (cover civil partnership)**

**Is there a negative impact?**      Yes ☐      No ☐      Not sure ☐

#### **Describe how this proposal could impact on Age**

**Is there a negative impact?**      Yes ☐      No ☐      Not sure ☐

#### **Describe how this proposal could impact on Religious belief?**

**Is there a negative impact?**      Yes ☐      No ☐      Not sure ☐

### 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

- |  |                |  |
|--|----------------|--|
| <b>1. No negative impact identified</b>  | Go to sign off | <input checked="checked" type="checkbox"/> |
| <b>2. Negative impact identified but there is a justifiable reason</b>   |                | <input type="checkbox"/>                   |
| 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. |                |  |
| <b>Reason</b>  |                |  |
| <b>3. Negative impact identified or uncertain</b>  |                | <input type="checkbox"/>                   |
| <b>What action will you take to eliminate or reduce the impact? Set out your actions and timescale?</b>  |                |  |

### **How will you monitor for adverse impact in the future?**

1. Regular Tenant Satisfaction Surveys
2. Monitoring of ASB cases
3. Monitoring of complaints
4. Attendance at local resident association meetings
5. Enquiries from local ward councillors

Signed (completing officer)	Tom Martin	Date	December 2015
Signed (Lead Officer)	Tom Martin	Date	December 2015

**Appendix D** - this is an extract from the March 2015 Housing Neighbourhood and Leisure Committee report outlining the main areas of change in the proposed new tenancy agreement

#### 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.

# Housing

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**Reading**  
Borough Council  
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## *Tenancy Agreement*

## 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) have 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 38 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 serving of Notices and requests for written permission
- Section 5 - Our responsibilities and your rights**  
General responsibilities of the Council and main rights of tenants
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Your rights and responsibilities - repairing and maintaining your home
- Section 8 - Living in and around your home**  
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## 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.

**Secure tenancy** - you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of the Tenancy Agreement. The Council cannot evict you from the property without first notifying you in writing and obtaining an order from the Court to evict you.

**Introductory tenancy** - is a one year trial Council tenancy. It gives you most of the same rights as a Secure Council tenancy but you can be evicted more easily. However, as long as you don't breach your Tenancy Agreement while you are an Introductory tenant, you will automatically become a Secure tenant.

**Sole tenancy** - you are a sole tenant if only one person is named on the tenancy agreement. If two people are named on the tenancy agreement you have a joint tenancy.

**Joint tenancy** - joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement. A joint tenancy means that two people are responsible for making sure the tenancy conditions are met and have equal rights to stay in the tenancy until it is ended.

If one joint tenant formally ends the tenancy the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.

**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, bin 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** - a crime committed against someone because of their gender, identity, disability, race, religion or belief or sexual orientation.

**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** - to rent out part or all of the property you are living in to someone else.

**Lodger** - someone who rents a room in your property and shares at least part of the rest of the property with you.

## 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.

- 1.9 In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra clauses will be specified in a Supplementary Agreement signed by you and the Council's representative and will be attached to this Agreement.

## 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.
- 2.10 In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra clauses will be specified in a Supplementary Agreement signed by you and the Council’s representative and will be attached to this Agreement.

## 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	13-14
Right to repair	Yes	Yes	15
Right to be consulted on housing management	Yes	Yes	12, 16
Right to Buy (some properties may be exempt)	Yes	No (but the Introductory period counts toward the discount)	15
Right to take in lodgers	Yes	No	12
Right to sub-let (you may only sub-let part of your property)	Yes	No	12-13
Right to improve your home	Yes	No	15
Right to exchange your home with another tenant.	Yes	No	14
Right to live in the property.	Yes *	Yes*	12

\*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 serving of any Notice (including Notices in legal proceedings) on us or any other correspondence is:

Reading Borough Council  
Civic Offices  
Bridge Street  
Reading RG1 2LU

Email: [neighbourhoodservices@reading.gov.uk](mailto: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 **We will provide you with a rent/mortgage reference** upon request and will make a reasonable charge for providing this.
- 5.8 **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

## Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

### 5.8 (Continued)

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.

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

5.9 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.

5.10 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.

5.11 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*

#### 5.12 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.

5.13 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.

#### 5.14 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.

#### 5.15 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.

#### 5.16 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

## Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

### 5.16 Subletting part of your home (Continued)

the possession of the property or sub-lets the whole of it as provided by the Prevention of Social Housing Fraud Act 2013.

*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”.**

- 5.17 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

- 5.18 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.
- 5.19 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. In certain circumstances, other family members may be able 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.
- 5.20 On the death of a Joint tenant, the surviving joint tenant will become the sole tenant.
- 5.21 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 - 5.20 above.
  - If the tenancy is assigned to someone who would be qualified to succeed to the tenancy on your death.
- 5.22 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.

## Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

- 5.23 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.
- 5.24 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”.

5.25 **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.
- You are a Secure tenant mutually exchanging your property (Introductory tenants do not have this right).

If you want to assign your tenancy you must ask us for permission in writing. If you assign your tenancy without our agreement you will be in breach of your Tenancy Agreement and the Council may take Court action to terminate the tenancy. We can refuse permission to assign your tenancy but would not do so unreasonably. You may be refused permission because:

- You have rent arrears
- We have started Possession proceedings against you
- The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there
- There have been anti-social behaviour problems at the property

This is not a full list.

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

5.26 **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.

## Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

### 5.27 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”.

### 5.28 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.

### 5.29 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.*

### 5.30 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.*

## Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

### 5.31 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
- rent setting and how the money is spent

### 5.32 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.

### 5.33 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.

### 5.34 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 2LU if you believe this to be the case.

### 5.35 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 page number 39 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).
- 6.9 You will be responsible for paying a reasonable charge for Officer time in relation to continuous missed appointments, out of hours call outs and for a gas forced entry appointment even if you are there when we attend

## Section 6 - RENTS AND OTHER PAYMENTS

### 6.10 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.

### 6.11 We can introduce Service charges for services that you already receive. 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. You must also keep your home adequately heated and ventilated so as to prevent condensation.
- 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 to 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, and you agree that you may be charged for all associated costs in relation to works that are carried out.
- 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. 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 these 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.
- 7.14 To reduce the risk of Legionella bacteria occurring in your property, it is your responsibility to clean, disinfect and descale any showerhead at least every 6 months. In addition any little used outlets (e.g. taps etc.) must be flushed for at least 2 minutes when they have not been used for more than 1 week.

### **Getting permission for repairs and alterations**

- 7.15 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.
- 7.16 Examples of additions or alterations where you need our written permission include: arials, conservatories, driveways, fences, garages, garden ponds, greenhouses, hard-standing for vehicles, outbuildings, satellite dishes, surveillance equipment and sheds. *This is not a full list.*

## Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.17 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.
- 7.18 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.
- 7.19 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".**

- 7.20 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**

- 7.21 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).
- 7.22 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.
- 7.23 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
- 7.24 We will also charge you any costs we have to pay as a result of you breaking this Tenancy Agreement.
- 7.25 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".**

## Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

### Carrying out major repairs to your home

- 7.26 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.

### Solar Panels

- 7.27 We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time.

We may at any time alter the Solar Panel System or remove it from your home either permanently or for a period of time.

If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed.

- 7.28 If you apply to buy your home and you wish to continue to receive the electricity generated by the Solar Panel system, the cost of purchasing your home will take into consideration the cost of the equipment and the length of time it has been installed.

- 7.29 You must allow us (and our employees or contractors acting on our behalf) access at reasonable times and following reasonable notice to install, maintain, repair, replace or undertake other works to, or inspect the condition of the Solar Panel system and to take meter readings.

You must not cause any damage to or interfere with the Solar Panel system (including any cables) and will pay us any reasonable costs for any damage to the Solar Panel system by you, members of your household or visitors to your home.

You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system.

You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.

You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.

## 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 may 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. Trees must be maintained to prevent loss of light or damage to 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. If tenants have an allocated garden in a block of flats and fail to maintain it to an acceptable standard the Council will, following reasonable notice, take the garden over and return it to communal status on a permanent basis.
- 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.
  - Any works undertaken to trees should be carried out by a tree surgeon or other professional trade person.

*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.



## Section 8 - LIVING IN AND AROUND YOUR HOME

### 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 Regulations approval if appropriate).
- 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.



## Section 8 - LIVING IN AND AROUND YOUR HOME

### 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.

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 and must not smoke in the communal areas of any block or Council owned building.
- 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 barbecue 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, 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.
- 9.12 You or anyone at the property must not hoard items, animals or any other thing at the property. By hoarding this means the excessive collection and retention of any materials or items in the premises which could create a hazard, or a potential hazard to the tenant, other people (including Officers of the Council) or to neighbouring properties.

### Dealing with Pests and infestations

- 9.13 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.
- 9.14 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

- 9.15 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.
- 9.16 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.

## Section 9 - LIVING IN A SAFE AND HEALTHY HOME

- 9.17 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 and horses.
  - Dogs specified under the Dangerous Dogs Act 1991.
- 9.18 You must not breed any animals at your home, or build a chicken coop, pigeon coop or aviary without first getting our written permission.

### Keeping Animals and Pets

- 9.19 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.
- 9.20 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*

- 9.21 If your animal fouls in any area of the property, communal area or in the neighbourhood then you must immediately remove the mess.
- 9.22 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.
- 9.23 You, or anyone else living with you, must make sure your pet does not prevent us getting into your home.
- 9.24 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.*

### 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

## Section 10 - LIVING IN YOUR COMMUNITY

### 10.5 Causing Anti-social Behaviour (ABS) (Continued)

- 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.

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

## Section 10 - LIVING IN YOUR COMMUNITY

### 10.9 Examples of criminal or immoral behaviour include (Continued):

*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*

### 10.12 If you, or a person living in or visiting your home, engage in anti-social behaviour for which the Court grants the Council an Order for Possession, whether suspended or not, you may be required to pay the Council's reasonable administrative costs for pursuing you in respect of the anti-social behaviour.

**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.
- 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



## Section 11 - ENDING YOUR TENANCY OR MOVING HOME

### 11.12 (Continued)

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 Adults 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 - 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 [www.reading.gov.uk](http://www.reading.gov.uk)
- by email: [neighbourhoodservices@reading.gov.uk](mailto: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	

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:

£      /week

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 (please tick the boxes)

- ☐ 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

/   /

Housing  
Officer

Date

/   /

## SUCCESSION & ASSIGNMENT FORMS

### Succession

The Council agrees that \_\_\_\_\_ (the successor)

Succeeds to the tenancy on \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(For and on behalf of Reading Borough Council)

I agree to observe and perform the terms of the tenancy agreement dated

\_\_\_\_/\_\_\_\_/\_\_\_\_ and initially made between \_\_\_\_\_  
and Reading Borough Council.

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Assignment

Type of assignment:

Assignment to a person qualified to succeed to the tenancy ☐  
Assignment following an order pursuant to section 24 of the Matrimonial  
Clauses Act 1973 ☐  
Assignment due to Mutual Exchange ☐

By deed of assignment dated \_\_\_\_/\_\_\_\_/\_\_\_\_ the council agrees to the  
assignment of the tenancy from \_\_\_\_\_  
to \_\_\_\_\_(the assignee) who is/is not a  
successor

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(For and on behalf of Reading Borough Council)

I agree to observe and perform the terms of the tenancy agreement dated  
\_\_\_\_/\_\_\_\_/\_\_\_\_ and initially made between \_\_\_\_\_ and Reading Borough  
Council