



# South Holland District Council

## Introductory/Secure

# Tenancy Agreement

This document is an **Introductory/a Secure** Weekly Tenancy Agreement

Between

**South Holland District Council**

(The Landlord)

And

**INSERT TENANTS NAMES**

(The Tenant or Joint Tenant(s))

Of

**INSERT ADDRESS**

(The Address)

**This is an important document and should be stored in a safe place.**

Please contact us if you would like this agreement in other formats or languages.

Сообщите нам, пожалуйста, если Вам необходимо данное соглашение в других форматах или на других языках.

Deverá contactar-nos caso pretenda este acordo noutros formatos ou idiomas.

Prosimy o kontakt, jeżeli potrzebują Państwo umowy tej w innym formacie lub języku.

Susisiekite su mumis, jeigu pageidaujate gauti šią sutartį kitu formatu arba kita kalba.

Lūdzu, sazinieties ar mums, ja vēlaties saņemt šo līgumu citā formātā vai citā valodā.

## Introductory/Secure Tenancy Agreement

This agreement makes you a tenant of South Holland District Council. This document is the contract which sets out our responsibilities as your landlord and your rights and responsibilities as a tenant.

**This agreement is made between:**

**The Landlord:** South Holland District Council, Priory Road, Spalding, Lincs, PE11 2XE

**The tenant(s):** INSERT NAMES

In the case of joint tenants, the term 'tenant' or 'you' applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

**The address of the property rented in this agreement is:** INSERT ADDRESS

The property is a INSERT NUMBER OF BEDROOMS AND PROPERTY TYPE, AND WHETHER IT IS GENERAL NEEDS/SHELTERED.

### The tenancy:

You have a secure tenancy under the Housing Act 1985 OR an introductory tenancy under the Housing Act 1996. The tenancy starts on INSERT DATE and is a weekly periodic tenancy.

Tenancy reference number: INSERT



### Rent details

The weekly payments for your home (including any charge for services provided under this tenancy) at the start of this tenancy are set out below. These are reviewed on an annual basis.

Net rent	£ INSERT
Water charge	£ INSERT
Sewage charge	£ INSERT
Heating charge	£ INSERT
Service charge(s)	£ INSERT
<b>Total weekly charge:</b>	<b>£ INSERT</b>

Your rent reference number is INSERT. You may need to refer to this number when paying your rent.

### Debt from a previous tenancy – DELETE WHERE NOT APPLICABLE

I confirm that on DATE, I owe South Holland District Council a total of £INSERT for a previous tenancy at ADDRESS and agree to pay £XXX every week, or such other rate as we may agree from time-to-time, until the debt is cleared.

It is a term of this tenancy agreement that you repay the debt of your former tenancy at the rate set out above. Nonpayment of this debt, will be considered a breach of your tenancy. We have the right to ask the court to make an order against you for possession of your home.

### Property condition

Photographs are attached to this document to show the condition of the property at point of tenancy commencement. **ENSURE PHOTOS ATTACHED**

### Garden details

None / Shared / Sole use.

### Utility meter readings

Electric	INSERT
Gas (where applicable)	INSERT
Water (where applicable)	INSERT

### Issue of keys:

You have been issued with **XX** set(s) of keys for doors. Keys for the windows will be in the property. You are responsible for the safekeeping and replacement of all keys for the doors and windows.

### I confirm that:

- The information I gave in my housing application or transfer application was and is still true.
- I understand that sharing inaccurate information may be considered a breach of tenancy and I may lose my home.
- I do not own any residential property elsewhere in the world.
- I agree to accept the property in its current condition.

I have been given an opportunity to read the tenancy agreement and now agree to follow the terms and conditions.

Tenant's signature	Tenant's name	Date
Tenant's signature	Tenant's name	Date

Signed on behalf of South Holland District Council

Officer's signature	Officer's name	Date
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# 1. About your tenancy agreement

## 1.1 Welcome

It is important that we make it clear from the start of your tenancy what you can expect of us and in turn, what we can expect from you during your tenancy.

This document sets out your rights and responsibilities, and our responsibilities to you as your landlord under this tenancy agreement.

We are committed to ensuring that your home and the services we provide are of high quality. We want you to live in a peaceful neighbourhood free from anti-social behaviour.

We expect you to take pride in your home and garden, and allow us to carry out repairs and inspections when required. You must be a good neighbour by not causing nuisance, annoyance or disturbance to people nearby. We expect you to respect our staff, agents and contractors. You must pay your rent and any service charge in full and on time.

## 1.2 Your agreement

This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. This document describes either your secure tenancy under the terms of the Housing Act 1985, or your introductory tenancy under the Housing Act 1996.

You are responsible for the behaviour of every person in your household including children and people living in or visiting the property. You are responsible for their behaviour in the property, in communal areas and in the locality.

If we fail to meet our responsibilities under this agreement, we expect you to tell us and give us the opportunity to put things right. If you break your side of the agreement, we will tell you and, wherever possible, give you a chance to put things right. If you fail to take this opportunity then we will take legal action and you may lose your home. We feel this approach is fair to ensure that all our residents can live happily in their homes.

Some of the rights and responsibilities of the Council under this tenancy agreement may be exercised or provided by other agencies on behalf of the Council. Those agencies may enforce this tenancy agreement on the Council's behalf including recovery of any payments due.

Where any term or condition of this tenancy agreement requires you to get permission from the Council, such permission will not be unreasonably withheld, but it may be given subject to conditions. Permission may be withdrawn if conditions are not met.

Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.

This agreement should be read in conjunction with the Tenants' Handbook.

Further information on each item is included in the Tenants' Handbook.

Unless the contrary is stated or implied, the rights and obligations set out in this tenancy agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, Part IV and the Housing Act 1996 Part V. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the Council a discretion.

In the event that any part of this tenancy agreement becomes, illegal, invalid or unenforceable, the remainder of this agreement will continue to be valid and enforceable.

### 1.3 What is an introductory tenancy?

An introductory tenancy is a trial period for the first 12 months (unless extended). You will automatically become a secure tenant at the end of the introductory period if you keep to the terms and conditions of this tenancy agreement, and the Council has not started possession proceedings during the introductory period.

As long as you do not breach the terms of this agreement, you will become a secure tenant on: **XXXDATE**

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

Before taking action to extend your introductory tenancy or evict you, the Council must advise you of the following:

- the intention to evict you/extend the tenancy
- the reasons why
- how you can request a review of the decision.

### 1.4 What is a secure tenancy?

As a secure tenant, you can live in the property for as long as you wish, so long as you follow the conditions of your tenancy. We can end your tenancy by applying to court for an order for possession as per the Housing Act 1985 or we can apply to the court to demote your tenancy so you have fewer rights.

With our permission, secure tenants have the right to:

- buy their home
- exchange their home
- take in a lodger
- sub-let part of their home
- make improvements to their property.

## 2. Your rent and other charges

### 2.1 Rent

This is a weekly periodic tenancy which may start on any day of the week. The term "rent" includes the weekly rent, service charges and any other weekly charges due for the property.

When you sign the tenancy agreement you will be required to pay up to four weeks

The Council has the option of extending your introductory tenancy by an additional six months if you have not kept to the terms and conditions of the tenancy.

Your rent is due until the end of your tenancy. See ending your tenancy section 13.



rent in advance including any proportion of a week's rent if this tenancy commences on any day other than a Monday. This is a prepayment of rent and not a deposit.

## 2.2 Paying your rent – your responsibilities

Thereafter you must pay the rent and any other charges due for the property under this tenancy agreement.

Please see your Tenants' Handbook for ways to pay your rent.

You may pay your rent weekly or for a longer period such as fortnightly, four-weekly or monthly but it must be paid at least one week in advance.

If you are joint tenants you are each responsible for all the rent, other charges and for any arrears. The Council can recover all rent, other charges and any arrears owed for your tenancy from any individual joint tenant (whether they remain living at the property or otherwise).

It is your responsibility to claim for Housing Benefit/Universal Credit. You must ensure that you provide all the information requested and update the provider of any changes in your personal circumstances.

## 2.3 Service charges

We have the right to change any of the services we provide and the charges we make for these services. We can change the services at any time, but will consult with you first. We will give you four weeks' notice of any changes. We also have the right to change the amount we charge you for services.

We will give you at least 4 weeks' notice in writing if we change the service charge. The Notice will state the new service charge and when you must start paying it.

You must accept the level of services we provide. Failure to engage with/pay for the services provided will be considered a breach of this agreement. We have the right to take court action to enforce this agreement or seek possession of your home. We will charge you the costs of taking you to court.

## 2.4 Changes to the rent

We may change your rent at any time – this usually happens in April. We will give you at least four weeks' notice in writing if we change the rent. The Notice will state the new rent and when you must start to pay it.

## 2.5 Difficulty paying your rent

You must inform the Council immediately if you have any difficulty paying your rent. We can support you to get back on track.

If you do not pay your rent, or repeatedly pay it late, we may apply to the court for a possession order as per the Housing Act 1985 and 1996. This could result in your tenancy ending and everyone living in your home being evicted. We can ask the court that you pay the Council's legal costs.

You may be entitled to help with your rent in the form of Housing Benefit or Universal Credit. Your Housing Officer can advise you how to claim these benefits.

We review your rent amount annually.

You cannot be evicted from your home without a court order.

Utilities include your gas, electric, water, sewerage provisions and council tax.

The Council reserves the right to deduct money for rent, former tenant arrears, or outstanding court Costs from any money paid to you by the Council as your landlord, for example, as compensation for damage to your property or decorations, or for home loss and disturbance.

### **2.6 Utilities**

You are responsible for paying direct to the supplier, other organisation, or authority all the charges that apply to your home.

## **3. Living in your home**

### **3.1 Your only home**

You must occupy the property as your only or principal home. You must move into your property on the day the tenancy starts.

If you don't use the property as your only or principal home, we will take action to end the tenancy by serving a notice to quit. This notice can take any form.

If requested by the Council, you must provide proof:

- of your identity and the identity of anyone living with you; and
- that you are living in the property as your only or principal home.

### **3.2 Joint tenants**

If you are a joint tenant, you have the same rights and responsibilities as the other joint tenant. You cannot split those rights and responsibilities. If one tenant breaks the tenancy agreement, we hold all the joint tenants responsible. While your name is on the tenancy agreement, you are responsible for all the tenancy conditions, including paying the rent, even if you no longer live at the property.

If one joint tenant gives notice in writing to end the tenancy, it ends the whole tenancy, even if it was given without the knowledge or consent of the other joint tenant. You cannot withdraw the notice. The remaining tenant will not have an automatic right to stay in the home after one of the joint tenants has ended the tenancy.

### **3.3 Being away from your home**

This includes if you are in hospital or prison

If you plan to be away from your home for more than 28 days, you must notify your Housing Officer of:

- the dates of your absence; and
- the name and contact details of a nominated key holder in case of emergencies.
- You must ask our permission to appoint a caretaker. Permission will not unreasonably be withheld.



### 3.4 Abandonment

Please see section 3.3 about being away from your home

We may serve a notice to quit to end your tenancy if you cease to occupy your home as your only or principal home, and do not return the keys to us/let us have written notice that you are leaving.

If you do not contact us before this notice to quit expires and do not take up occupation of the property, we will consider that your tenancy has ended and take possession of the home.

We will store any items left in the home, but not rubbish or damaged goods. We will serve a notice under the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least 28 days to do this. We will send the notice to your last known address or any forwarding address that you have given to us, or in the absence of such an address, may affix it to the property. If the items are not collected, we will dispose of them and charge you our reasonable costs of disposal and storage.

A copy of the Allocations Policy is available at [www.sholland.gov.uk](http://www.sholland.gov.uk)

### 3.5 Overcrowding

You must not allow new occupiers to move into your home where this would result in overcrowding under the Council's Allocations and Lettings policy.

### 3.6 Running a business from home

You or any member of your household must not run a business from your home without obtaining prior written permission from the Council. Permission is at our discretion, may be conditional, and may be revoked at any time.

### 3.7 Personal property and insurance

You are responsible for your personal property and the decoration of the interior of your home. We are not responsible for the loss or damage to any personal property unless the damage or loss is caused by the Council's negligence.

We strongly recommend that you have contents insurance in place.

Please contact your Housing Officer if you need support managing your tenancy

### 3.8 Support providers

You or any member of your household must co-operate with any assessment for, or offer of support providers to enable you to maintain your tenancy.

### 3.9 Covenants

Where the Council is notified of a covenant affecting the land, tenants will be asked to adhere to the restrictions of this covenant. We will notify you in writing of any covenants in place.

## 4. Fire safety

### 4.1 Bonfires

You or any member of your household or visitors must not light bonfires in your garden or in any communal area. Any fireworks must be used safely and in line with manufacturer's instructions. Fire pits, barbeques, chimineas and braziers must be used in accordance with manufacturer's instructions.

#### **4.2 Flammable material**

You or any member of your household or visitors are only permitted to keep bottled gas, paraffin, petrol, LPG, acid or any other hazardous material in safe and secure storage and in suitable storage containers. You can only keep a limited amount of such material that is reasonable for domestic use. You must not keep such materials in any communal areas.

#### **4.3 Gas and electricity safety**

You or any member of your household or visitors must not tamper with gas or electricity supplies or with utility meters.

#### **4.4 Smoke and carbon monoxide detectors**

You are responsible for maintaining any battery-operated smoke or carbon monoxide detector(s) that we have installed. You are responsible for ensuring the detectors are in good working order. You must not tamper with or damage any smoke or carbon monoxide detector(s).

#### **4.5 Emergency services access**

You or any member of your household or visitors must not obstruct access to emergency service vehicles in any way. Your vehicle may be removed if it is blocking such access.

### **5. Communal areas**

You or any member of your household or visitors must not interfere with security or safety equipment in blocks of flats. You must not jam, prop or leave shared entrance doors open. You must not use any power supplies in communal areas for your own use.

#### **5.1 Smoking**

You or any member of your household or visitors must not smoke or use e-cigarettes in communal areas of the building.

#### **5.2 Rubbish**

You or any member of your household or visitors must dispose of rubbish correctly in containers/bin areas provided by the Council. You or any member of your household or visitors must not leave refuse bags, sacks, containers of recycling or any other items outside your front door or in the communal areas.

#### **5.3 Storage of items**

You or any member of your household or visitors must not store items in any communal areas such as hallways and landings. This includes personal belongings (such as bicycles, mobility scooters and push chairs), rubbish or dangerous items. We will remove and dispose of any objects found in communal areas. You may be required to pay for the cost of the removal and disposal of such items.

#### **5.4 Lifts**

You or any member of your household or visitors must not interfere with the lift system or wedge lift doors open. You or any member of your household or visitors must not urinate, defecate, graffiti or leave rubbish in the lifts.

Information on rubbish collection is available at [www.sholland.gov.uk](http://www.sholland.gov.uk)

### 5.5 Exterior of buildings

You or any member of your household or visitors must not fix any item to the outside walls. You or any member of your household or visitors must not allow or permit external window boxes or plants to be placed on any window sills.

## 6. Access to your home

You have a right to occupy your home in peace so long as you comply with this tenancy agreement. You are required to give access to the Council, our agents or contractors as required by this agreement.

Contractors and staff will wear identification. Please ask to see identification.

You or any adult member of your household must allow Council employees, their contractors, agents or other statutory bodies to enter your home (at reasonable hours) when you have been given reasonable written notice (usually 24 hours). Examples include, but are not limited to:

- carrying out maintenance, repairs, improvements or other works
- carrying out gas safety checks or electrical safety checks,
- inspecting the condition of the property.

You or any member of your household must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces. You must ensure that your belongings do not affect access.

You, members of your household or visitors must ensure that all animals are kept under control at all times, including when you are visited by the Council's employees, contractors or agents.

We will take legal action to gain access to your home, if you or any member of your household refuses access. You may also have to pay the costs of this legal action.

### 6.1 Emergency access

It is important that we have your most recent contact details.

In an emergency, we will make all reasonable attempts to contact you (by the contact details you have provided) to obtain access to your home. However, should we fail to make contact, or it not be reasonable in the circumstances to contact you, the Council, or any person authorised by the Council, has the right to enter your home without giving any notice.

We have a duty of care to residents so it is important that we have rapid access to the property in emergency situations.

An emergency includes but is not limited to situations where:

- there is an imminent risk of physical harm to any person, or
- there is significant damage to the property or any other property in the locality, or
- the property is unoccupied and inadequately secured against unauthorised entry or vandalism.

We, our contractors or agents may do whatsoever is reasonably required to deal with the emergency in an appropriate manner. We will make good any damage caused when entering the property. We will secure the property against unauthorized entry.

You may be liable for any costs incurred by your failure to provide reasonable access in an emergency, when access has been unreasonably refused, or if the emergency is caused from neglect.

## 7. Looking after your garden

We will complete periodic inspections of your garden.

You must keep all paths and garden areas within your home neat and tidy - lawns must be cut, hedges trimmed and trees pruned. The garden area must be tidy and free from rubbish, pests, and animal waste or faeces.

You must ensure that trees, hedges or bushes do not cause damage, nuisance or obstruction.

You are responsible for maintaining fences.

We will contact you if we have concerns about your garden and ask you to complete work within a reasonable timeframe. We may complete the work and charge you for this if you are not willing to complete the work and there is no good reason why you or a member of your household cannot do the work. If you are not willing to complete the required work, we may also take legal action. Please see section 12, Criminal, Nuisance and Antisocial Behaviour, of this agreement.

You must get our written permission before you:

- install decking, a conservatory, greenhouse, fence, wall, garage, shed, patio, animal enclosure, fishpond, pool or other structure in your garden
- remove, damage or destroy any trees
- remove, alter or replace any fencing or boundary
- plant trees.

## 8. Keeping animals and pets

You may keep, up to 2 small caged birds, 1 small fish tank or 1 small caged rodent. You must not keep any other type of animal at the property without prior written permission from the Council. Property type and animal type will be taken into account. Any permission given relates to this property only and will be reviewed if you move house.

Permission to keep dogs will not be given to tenants living in flats or bedsits with a communal entrance, unless the animal is recognised as an official support companion. Permission will not be given to store cockerels.

You must not:

- breed animals at the property
- keep any breed of dangerous dog as per section 1(1) of the Dangerous Dogs Act 1991, or keep any illegal breed of animal as per Dangerous Wild Animals Act 1976 or similar

- tether any livestock on any Council land
- allow any animal to cause a nuisance, annoyance or disturbance to neighbours or others lawfully in the locality of your home,
- allow any animal to behave in an intimidating, aggressive or dangerous manner
- carry out acts of cruelty to animals. Cases will be reported to the RSPCA or the police
- build any animal enclosures without our permission.

Any permission given relates to this property only and if you move house, you must request permission for all animals. We have the right to withdraw at any time any permission implied by this agreement or expressly given. If permission is withdrawn, you must remove the animal from the property immediately.

## 9. Vehicles and parking

You or any member of your household must not keep more than 3 motor vehicles at your property without written permission. Motor vehicles must be parked on hardstanding (not grass).

Written permission must be sought from the Council before parking a trailer, caravan, campervan, large van, lorry, food truck, or boat within the boundary of your property. This is to ensure appropriate space and hardstanding is available. We have the right to withdraw this permission.

You or any member of your household or visitors must not drive across a kerb or grassed areas to access the property. We will inform Lincolnshire County Council's Highways Department of tenants that repeatedly drive over raised kerbs.

You or any member of your household or visitors must not dismantle or carry out major repairs to vehicles at your property. You must not allow the premises to be used as a scrap metal or rubbish store, vehicle store or tyre store. Any repair work required to the property as a result of storage of vehicles or repairing vehicles will be charged to you.

You or any member of your household or visitors must not keep mopeds or motorbikes or any other vehicle inside the property or in indoor communal areas.

## 10. Repairs and maintenance

### 10.1 Condition of your home - your responsibilities

You must keep your home clean, free from pests and in reasonable condition.

You or any member of your household must dispose of rubbish appropriately.

You and any member of your household must not allow a build-up of personal property, rubbish or other items in the property that:

- causes or is likely to cause damage or deterioration to the property; or
- poses a health or fire risk; or
- prevents safe access to or exit from your property.

Please see your Tenants' Handbook for information around arranging for a dropped kerb.

Information on rubbish collection is available at [www.sholland.gov.uk](http://www.sholland.gov.uk)

You must not access or store any belongings in loft spaces. You must keep access to the loft clear so that contractors or our officers can carry out inspections or repairs.

You must comply with any health and safety advice we give you during your tenancy.

You are responsible for decorating the interior of your home. You must obtain the Council's prior written permission before you install floor tiles, laminate/wooden flooring, or flooring of a similar nature. Permission will not be granted (unless in exceptional circumstances) to tenants living in flats and bed-sits.

You must request permission to install satellite dishes. Permission will be subject to conditions and may be revoked at any time.

You, any member of your household, or visitor must not deliberately or negligently damage your home or any communal areas. You may be responsible for the costs involved with repairing any such damage.

You must not do anything which increases the risk of fire, flood or damage to your property or adjoining properties. You may be responsible for repairing any damage as a result of not using your home in a responsible manner.

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

Your handbook contains information on how to ventilate your property

You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the Council to prevent condensation. You may be responsible for any repair work if condensation occurs as a result of failing to adequately heat or ventilate your home, unless it occurs as a result of disrepair in the property.

You can report a repair by calling 01775 761161 or emailing [info@sholland.gov.uk](mailto:info@sholland.gov.uk)

### 10.2 Repairs - The Council's responsibilities

The Council is responsible for repairing and maintaining:

- the structure and exterior of the property (including drains, gutters, external pipes, windows, outside doors, roofs and external decoration);
- the installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and equipment for making use of the supply of water, gas or electricity);
- the installations in the property for space heating and heating water.
- all communal areas such as shared entrance doors, staircases, hallways, lighting in corridors and door-entry systems.

You or someone acting on your behalf must immediately report any repairs, defects or damage to your home which are the Council's responsibility. You must allow the Council to arrange for inspection and/or repair(s) to be carried out.

The Council will remove its rubbish, building materials and equipment from the property upon completion of the work. You may be entitled to compensation if we fail within a reasonable time to carry out a repair that is our responsibility.

### 10.3 Moving out temporarily (decanting)

You may be required to temporarily move out of your home if we need to carry out repairs or other works to your home, and we cannot reasonably do so while you live there. We will provide you with alternative temporary accommodation while we do the work. Once works are completed, you will be required to leave your temporary accommodation and move back to your original permanent property. We have the right to take possession of your temporary property once work on your original property is finished.

### 10.4 Repairs - your responsibilities

Not all repairs are the Council's responsibility. If the repair is your responsibility, we will give you the opportunity to carry out the repair yourself (to a set standard and within a reasonable time) or pay us to complete the repair for you. You must allow access to the property for inspection and/or repair.

If you are the victim of criminal damage to any part of your home, you must report the matter to the Police and get a crime reference number. We will carry out the repair at no charge to you if we are satisfied that the damage was not caused by you, for example vandalism. If we are not satisfied, we will charge you for the cost of the repairs.

### 10.5 Charges

Any reasonable costs or liability incurred by the Council as a result of you breaching or failing to perform any part of this tenancy agreement will be repayable in full by you.

The Council or its contractors may, but are not obliged to, carry out any clearing, remedial works or repairs as a result of any breach by you of any part of this tenancy agreement. You may be charged the cost of any remedial or clearing works or repairs carried out by the Council or contractors. You may be charged these costs after the tenancy ends if the work is done after you have moved out of your property.

Work that we will charge includes (but is not limited to):

- repairs that are not the responsibility of the landlord;
- rectifying any work to the property that you have carried out without the necessary written permission of the Council or any substandard work;
- rectifying damage caused deliberately or by your failure to comply with your repairing duties or failure to maintain your own equipment;
- changing the locks of and otherwise securing the property if you abandon it;
- abuse of the emergency out of hours repair service for non-emergency repairs;
- clearing the property of belongings or rubbish (including animals);
- replacing missing or broken keys;
- clearing the garden;
- any repairs that are agreed by the landlord and tenant to support the sustainment of the tenancy.

Examples of repairs that are the tenant's responsibility are set out in your Tenants' Handbook.



You will be required to pay for non-emergency repairs before they are completed.

You agree that we can use any money at any time due to you from the Council as your landlord, towards any liability you have to pay charges under this section.

### 10.6 Gas safety checks

We will annually inspect gas service pipes and gas fired equipment for which the Council has a statutory duty to inspect and maintain. You must provide access for this and for any repairs that are required.

We will apply for an injunction through the courts if you refuse access. If access is refused after an injunction is obtained we will ask the court to make a possession order. The court costs can be passed onto you.

### 10.7 Electrical inspections

We will periodically inspect electrical wiring and installations that the Council has a statutory duty to inspect and maintain. You must provide access for this and for any repairs that are required.

We will apply for an injunction through the courts if you refuse access. If access is refused after an injunction is obtained we will ask the court to make a possession order. The court costs can be passed onto you.

## 11. Structural changes, alterations, improvements or additions

### 11.1 Your right to make alterations or improvements

Introductory tenants do not have the right to make alterations or improvements to their home, but are able to decorate.

If you are a secure tenant, you must not make improvements, additions or structural alterations to the property without getting the Council's written permission first. You must not make any improvements, additions or structural alterations to communal areas.

It is your responsibility to obtain the relevant planning, building control or any other legal permission prior to starting any work. Improvements, structural alterations and additions include (this list is not exhaustive):

- alterations to the gas, electrical and water installations including central heating;
- installing security grills on doors and/or windows;
- kitchens and bathrooms alterations;
- internal door alterations ;
- installing floor tiles, laminate or wooden flooring (or flooring of a similar nature);
- installing security lighting and CCTV;
- installing sheds, other structures, ponds, pools, garden walls or patios;
- removing, replacing or installing fencing;
- installing wood burning stoves;
- adding textured coatings to the internal walls and/or ceilings of your home;
- painting, adding render or other external finish to the exterior of your home.



You must not make any installations or alterations which may be unsafe or dangerous to anyone. This includes deep ponds, swimming pools, removing or knocking down walls or parts of walls.

We can tell you to return the property to how it was before if you do not have permission to make an improvement, addition or structural alteration, or do not complete the work to the required standard. We may do the work and charge you for it, or may seek possession of your home.

### **11.2 Consultation**

We will consult tenants who are likely to be substantially affected by any proposed major repairs and/or improvement schemes.

### **11.3 Rebuilding**

We are not required to rebuild or reinstate your home in the case of destruction, serious structural damage or deterioration. We will ensure alternative housing is provided so long as the destruction, serious structural damage or deterioration is not as a result of a tenancy breach.

## **12. Criminal and anti-social behaviour**

The Council does not tolerate anti-social behaviour and will take action whenever necessary and/or when appropriate.

Further information on nuisance and harassment is available in the tenants' handbook.

Anti-social behaviour includes a wide range of unacceptable behaviour that affects the quality of life for residents and others living or working in the community. The types of behaviour that can be considered anti-social include:

- Domestic violence and abuse
- Physical violence
- Hate-related incidents (e.g. based on race, sexual orientation, gender, disability or belief)
- Verbal abuse, harassment, intimidation or threatening behaviour
- Vandalism and damage to properties
- Prostitution, sexual acts or kerb crawling
- Criminal behaviour
- Misuse of communal areas, public areas or loitering.

### **12.1 Our responsibilities**

In the first instance, we expect you to do all that you can to resolve any issues that arise regarding your neighbours.

If a problem persists, we will take appropriate action and involve other agencies, if necessary, to bring matters to a conclusion.

We can address anti-social behaviour through a range of legal mechanisms including demoting tenancies, fixed penalties, court orders and gaining possession of your home. This list is not exhaustive and the Council will consider which action is proportionate in all the circumstances. If it is safe to do so, you are expected to engage with mediation services.

We may apply to the court for possession of your home if you or a member of your household or visitor:

- is convicted of an indictable offence or a serious offence committed in the locality of your property, or
- is convicted of an indictable offence related to rioting anywhere in England or Wales.

## 12.2 Your responsibilities

You or any member of your household or visitors must not engage in behaviour which causes or is likely to cause a nuisance or annoyance to anyone else in the locality.

You or any member of your household or visitors must not carry out or use your home or any communal areas or locality for any criminal, immoral, unlawful or anti-social activity.

You must be considerate of your neighbours and not unreasonably interfere with enjoyment of their property.

You and anyone who lives in or visits your property must not do anything or anything likely to harass, intimidate, abuse or cause a nuisance, annoyance or disturbance to any of the following:

- neighbours
- local residents
- visitors to the area
- employees, agents or contractors of the Council
- any other person living in, visiting or engaging in a lawful activity.

This includes within your home, garden, communal areas, and the locality of your home.

Please contact your Housing Officer if you are experiencing domestic abuse. We can support you.

You must not make malicious or false allegations against another person. If you do, this may result in legal action being taken against you.

## 12.3 Domestic Abuse

You or anyone that lives in your home must not use or threaten to use violence or abuse (including physical, psychological, sexual, emotional abuse, or restricting financial control), or intimidate any person (including children) living with you.

We may take legal action against a tenant who carries acts of domestic abuse. This could result in us evicting the tenant from their home.

# 13. Ending your tenancy

## 13.1 When the Council plans to end your tenancy

### Introductory tenancies:

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

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

**Secure tenancies:**

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

- a) If you break any of the terms or conditions of this tenancy agreement. (If the court grants the Council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted)
- b) Where any of the grounds of Schedule 2 to the Housing Act 1985, as in force from time-to-time, are made out
- c) Where the sole tenant dies and there is no person who is qualified to succeed to the tenancy
- d) If the property ceases to be your only or principal home or you sub-let the whole of the property or you otherwise abandon the property. In this case, the Council may end the tenancy by serving you with a 'notice to quit'.

**13.2 When you plan to end the tenancy**

You must give the Council at least four weeks written notice if you wish to end your tenancy.

The tenancy and notice must end on a Sunday. If you are joint tenants, one tenant can end the tenancy by giving the Council notice to quit, whether or not that notice is given with or without the consent and knowledge of the other joint tenant. This will end the tenancy for all joint tenants regardless of who has given the notice. You cannot withdraw the notice.

The Council may accept shorter notice or notice ending on a day other than a Sunday, but we are not obliged to do so. Both parties will need to be in agreement if the tenancy is a joint tenancy.

**13.3 After notice has been issued**

You must allow Council staff access to the property (at a pre-arranged date) for an inspection and to conduct viewings for future tenants. At least 24 hours notice will be given.

You must return all keys for the property (including gas and electric meter keys where appropriate) to South Holland District Council Offices, Priory Road, Spalding by 12 noon on the working day after your notice expires.



If you hand your keys back before the notice date expires:

- you will still be charged rent until the date the notice expires; and
- you hereby give us permission to enter the property during the notice period to undertake any inspections work.

You agree that we may accept the keys from another person where it reasonably appears that the other person is returning the keys on your behalf.

If you leave the property after giving notice and fail to return the keys, we will change the locks and charge the cost to you.

You must not leave anyone else living in the property when you move out. If you leave anyone in the property, we will treat them as a trespasser and take legal action to evict them.

### 13.4 Rent and charges to be paid



You must pay your rent in full before you leave. If you cannot clear your rent in full, you must ensure that you leave a forwarding address and make an arrangement to pay the balance.

You will be responsible for paying the rent or a sum equivalent to rent until whichever of the following dates is the latest:

- the date upon which any notice to terminate expires, or
- the date upon which you leave the property and give back vacant possession of the property, or
- in the event of you failing to give written notice or to return the keys, the date upon which we take possession.

We will take action to recover outstanding rent or recharges by:

- deducting the debt from any money that we owe you
- issuing you with an invoice for the debt
- sharing your details with a debt collection agency
- applying for a County Court Judgment.

You must also make regular payments towards any other debts such as chargeable repairs, or arrears and other debts from a former South Holland District Council tenancy. By signing this agreement, you are agreeing to repay this debt. If you do not repay the debt, you will be in breach of this agreement and we have the right to ask the court to make an order against you for possession of your home.

### 13.5 Property condition

You must leave the property in a clean and tidy condition, clear of all personal property, furniture and rubbish. This includes the loft space, garden, garage, shed or any other outbuilding or land you are responsible for. You must leave the fixtures and fittings and any furnishings we have provided in reasonable, clean condition also.

If you have kept pets, you must ensure the property is free of any flea infestation.

You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage, you must pay the costs incurred by the Council in carrying out those repairs. This also includes rectifying any alterations or additions you have

made without permission or which have not been carried out correctly, or to the required legal standard.

We will store any items left in the property, but not rubbish or damaged goods. Animals will be removed. We will serve a notice under the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least 28 days to do this. We will send the notice to your last known address or any forwarding address that you have given to us, or in the absence of such an address, may affix it to the property. If the items are not collected, we will dispose of them and charge you our reasonable costs of disposal and storage.

You must notify utility companies once you have moved out and provide them with a copy of your meter reading at the point you leave or you may incur additional charges.

### 13.6 Additional charges



Please remember that we will charge you and you agree to pay for any of the following at the end of your tenancy:

- rent up until the day your tenancy should have ended (if you do not end the tenancy properly)
- the costs to clear rubbish or personal belongings left behind in the property or within the boundaries of the property
- the costs to clean the property if left in an unhygienic condition
- the costs involved in repairing damage to the property including putting right any alterations made to the property without permission, or changing locks
- the legal cost to remove anyone that you leave remaining in the property.

## 14. Succession

In all cases, your Housing Officer will be able to offer further advice.

Succession is the transfer of your tenancy to someone after you have died. The law states that only certain people can succeed to your tenancy and certain conditions have to be met.

There can only be one succession to an introductory or secure tenancy. Some assignments count as a succession.

If you inherited your tenancy from a relative, there is no further right to succession.

If you are a joint secure tenant or a joint introductory tenant, the tenancy will automatically pass to the surviving tenant when you die.

The spouse (husband/wife), civil partner or cohabiting partner of a sole tenant can succeed to the tenancy if they were living in the property (as their only or principal

home) at the time of death of the tenant. In the case of introductory tenants, the cohabiting partner will have to show that they lived together for at least 12 months before the tenant's death.

If there is no spouse, civil partner or cohabiting partner, no one else can succeed to a secure tenancy.

Another family member (as defined by s140 of the Housing Act 1996) may be able to succeed to an introductory tenancy, provided that they resided at the property as their only or principal home at the time of the tenant's death, and resided with the tenant for at least 12 months before their death.

We may seek possession of the property where, following succession, the property becomes under occupied or the property is occupied by people that do not have a need for the property type or adaptations. In such cases, we will provide suitable alternative accommodation in accordance with our allocations policy.

## 15. Assignment

In all cases, your Housing Officer will be able to offer further advice.

As a secure or an introductory tenant, you may be able to assign your tenancy to another person. You must get our written permission before doing assigning your tenancy (unless the court orders the assignment).

Tenancies can be assigned in the following ways:

- by way of a 'mutual exchange'
- by assigning the tenancy to a person that would be able to inherit the tenancy by way of succession if you died. (This will count as a succession)
- a court order following a relationship breakdown.

You must gain written permission to assign your tenancy. Assignments will not be granted where the tenant has:

- rent arrears
- the Council has started eviction proceedings against the tenant
- the property has been adapted for a person with disabilities and there would no longer be a person with those disabilities living in the property
- the tenant is otherwise in substantial breach of the tenancy agreement, for example the property is in a poor condition due to damage or neglect by the tenant or the tenant's failure to notify the Council of repairs that are required.

## 16. Additional rights

This section applies to secure tenants only. Further information is available in the Tenants' Handbook.

### Right to take in a lodger

You can take in lodger(s) to share your home with you as long as you do not overcrowd the property.

You must provide us with the name and date of birth of the person before they move in. You agree not to allow a person to move in or will ask them to leave, if we notify you that they are an unsuitable lodger by way of previous anti-social or criminal

activity that is known to us.

### **Right to sub-let**

You can sub-let part of your home but you must get our written permission first.

You must not sub-let all of your home. If you sub-let the whole of your home you will lose security of tenure, which cannot be regained, and we can evict you by serving a Notice to Quit.

### **Right to exchange**

You can exchange your home with another tenant of a local authority or provider.

We can refuse to consent to an exchange on grounds set out in legislation. We may grant permission subject to property condition being improved. You and the other tenant must have written permission from each landlord before you exchange.

### **Right to buy**

You can buy your home, if you qualify to do so.

### **Right to improve**

You can make improvements as long as you get our written permission first. We will only refuse permission if we have a good reason for doing so.

### **Right to manage**

You can set up a Tenant Management Organisation to manage the Council's housing stock.

## **17. Charging you**

We will not make any charges if the court or the law says that we cannot do so.

If any of the conditions say that we can charge you our costs, we will only charge you our reasonable costs, which you agree to pay. We will write to you, letting you know the amount of costs in each case. We will also explain why we are asking you to pay them.

If we are aiming to recover our legal costs because of legal action we are taking against you, this means that we will ask the court for reasonable costs. The court will decide if you should pay the costs and if so, the amount.

## **18. When you need our written permission**

In this agreement, we have set out when you need our written permission. This means that you must request permission first. We will not unreasonably withhold

Permission must be given in writing to be valid.

permission. If we give permission, we may set certain conditions to meet.



The following require written permission:

- making structural changes, alterations, improvements or additions to the property
- installing floor tiles, laminate/wooden flooring or similar
- running a business from your home
- removing, replacing or planting any fence or tree at the property
- installing decking, a conservatory, greenhouse, fence, wall, garage, shed, patio, animal enclosure, fishpond, pool or other structure in your garden
- keeping any pet (other than small caged birds, fish in tanks or small caged rodents) in your home
- fitting a satellite dish or closed-circuit television system in the property or within its boundaries
- sub-letting any part of your home
- exchanging or transferring your home
- keeping more than three motor vehicles at your property
- being away from the property for more than 4 weeks
- parking any trailer, caravan, large van, lorry or boat within the boundary of your property
- applying for a firearms license.

## 19. Tenant Involvement and Consultation

We operate a complaints procedure. You can find out more at [www.sholland.gov.uk](http://www.sholland.gov.uk).

We will consult you about important changes that are likely to affect you. We will take your comments into account before we make any decision.

We will ask your views about any changes to this tenancy agreement (other than changes to rent or service charges). Changes can be made:

- by written agreement between you and the Council. We do not require your agreement to make changes to rent or charges; or
- in accordance with the law including service of a preliminary notice giving you details of any intended changes and inviting your comments. Following consideration of your comments, a final notice will be served detailing the changes and the date they take effect.

## 20. Service of notice

Under Section 48(1) of the Landlord and Tenant Act 1987, the Council notifies you that its address for service is:

South Holland District Council  
Priory Road  
Spalding  
Lincs, PE11 2XE



Any Notice required by law to be served on the Tenant or Occupier shall be validly served if it is:

- a) left at the property or affixed to a prominent part of it;
- b) personally handed to the tenant or anyone at the property;
- c) posted to the property; or
- d) posted to any other last known address.

The Council can choose which method of service to use.

## 21. How we use your information

South Holland District Council processes personal data in compliance with the General Data Protection Regulations and the Data Protection Act.

Our data protection policy provides more information about how we handle your personal data. A copy of this policy is available at [www.sholland.gov.uk](http://www.sholland.gov.uk)

In order to provide you with the service you need, we have to collect, store and use your personal information. We will hold information about you such as your name, address and contact details. We may also hold financial, household and sensitive personal information relating to your health, special needs or alleged or actual criminal offences, if relevant. Information will be accurate, where necessary kept up to date and will be kept for no longer than necessary, in line with our retention policy.

## 22. Contact us

You can contact us in the following ways:

- Telephone: 01775 761161 and ask to speak to your Housing Officer
- Email: [info@sholland.gov.uk](mailto:info@sholland.gov.uk)
- Visit us: Council Offices, Priory Road, Spalding, Lincs, PE11 2XE

## 23. Definitions

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

### **Anti-social behaviour**

Anti-social behaviour is any act, or failure to do something, which causes, or is likely to cause nuisance, harassment, alarm or distress or which interferes with the rights, peace, comfort or convenience of other people living in, working in or visiting the local area.

### **Assign/Assignment**

A method of transferring your tenancy to someone else, including by way of mutual exchange with another tenant.

### **Boundary**

This is an enclosed area or the edge of the land around your home that is part of your tenancy.

### **Council**

This means South Holland District Council including officers of the Council and agents or contractors acting on the Council's behalf.

### **Communal areas**

These are parts of the building which all tenants have the right to use in connection with their property, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas, drying areas and so on.

**Covenant**

An order that affects or limits the use of a piece of land. An example would be a requirement to not store caravans or commercial vans at the property.

**Demoted tenancy**

A demoted tenancy replaces a secure tenancy after the court has made an order as a result of anti-social behaviour. As a demoted tenant you lose certain rights, including the right to buy and the right to exchange.

**Fixtures and fittings**

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

**Garden**

This means lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and any piece of land belonging only to the property and forming part of your tenancy.

**Home/the property**

This means the property let to you including any fixtures and fittings and the garden.

**Household**

You, your family and any other people living in your home including any adult family members, other adults, children under 18 years old, lodgers, sub-tenants and visitors to your home.

**Housing Officer**

Person(s) employed by South Holland District Council to administer these tenancy conditions.

**Indictable Offence**

Any criminal offence which is capable of being tried in the Crown Court.

**Introductory Tenancy**

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

**Lodger**

A person that lives in your home but does not have exclusive rights to any part of it.

**Motor Vehicle/vehicle**

This includes cars, motor bikes/scooters and vans weighing less than 1500kg (unladen). It does not include trailers, caravans, goods vehicles of more than 1500 kg (unladen weight) or boats.

**Neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes, tenants of other landlords and their families and visitors.

**Neighbourhood or Locality**

The local area where you live, for example Spalding. The area will include property which is privately owned or rented and property which is owned or managed by the

Council or housing associations and may include local shops and facilities for example schools, leisure centres and open spaces.

**Notices**

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

**Personal information**

This means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.

**Personal property**

All personal items which belong to you or a member of your household including curtains, furniture and floor coverings such as carpet.

**Possession**

This means the right to live in your home.

**Possession order**

An order the court makes that gives possession of your home back to us.

**Secure tenancy**

In the context of this tenancy agreement this means a secure periodic weekly tenancy granted under the Housing Act 1985.

**Serious offence**

An offence listed in Schedule 2A Housing Act 1985.

**Sublet**

To give another person the right to live in your home. You are not allowed to sub-let all of your property.

**Structural changes/alterations/improvements/additions**

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

**Succession**

Passing on the tenancy to someone who has the right to it by law, after the first tenant has died. If you take over the property and it is too large for your needs, we may ask you to move to a smaller home. If you don't agree to move, we will get a court order.

**Tenants' handbook**

This contains useful information for tenants and should be read in conjunction with this agreement.

**They**

This means anyone else living in or visiting your home.

**Us or We**

This means South Holland District Council.

**Visitor**

Any person who does not live with you but who has come to see you at your home, is staying with you, is visiting your neighbours, or is passing through or staying in the local area.

**Written permission**

This is confirmation in writing from the Council giving you permission to do something. Any permission will not be unreasonably withheld, but may be given subject to reasonable conditions and may be withdrawn if those conditions are not met. Permission must be given in writing to be valid permission.

**You**

This means the tenant, and if you are joint tenants, any one or all of the tenants.