

REVIEW OF TENANCY CONDITIONS

Report of the Director & Company Secretary

1. SUMMARY

The purpose of this report is to update the City Board with progress being made to review the Conditions of Tenancy for Council homes, to take into account changes in legislation and best practice, and to offer the opportunity for the City Board to offer its comments on the proposed changes.

2. RECOMMENDATION

That the City Board considers the draft revised Conditions of Tenancy, and offers any comments it wishes to Derby City Council.

3. MATTER FOR CONSIDERATION

- 3.1. Tenancies provided by Derby City Council are either introductory or secure tenancies. A copy of the proposed Tenancy Agreement is attached at Appendix 1.
- 3.2. Tenants have a wide range of rights, under the Housing Act 1985, as amended; equally tenants have a number of responsibilities as listed in the tenancy agreement.
- 3.3. The current Tenancy Agreement has been in use since 2002 with minor amendments being made from time to time. It is recognised as good practice to review the terms and conditions on a regular basis to make sure they comply with legislation and best practice.
- 3.4. In December a workshop was held with members of Heads of Service (HOS) to examine the current tenancy conditions. The primary purpose of the workshop was to review issues that had been raised by frontline staff, legislation and best practice; the issues raised included:
 - Changes in legislation, in particular relating to succession
 - Including more information in the Tenancy Agreement relating to repairs and consultation, to reflect the move away from "Handbooks".
 - Missed appointments and recharging
 - Former arrears
 - Gangs
 - Pets

3.5. The main changes are summarised as follows:

- Moving away from “handbooks” **(throughout the document)**.

The previous version of the agreement included numerous references to two handbooks. Producing such booklets is expensive and the content quickly becomes out of date. The recommendation is to include more information in the actual tenancy agreement so tenants only have to refer to one document and supplement the agreement with detailed web material that can be updated as and when required.

- More detail relating to introductory tenancies. **(Pages 2 and 3)**
- Succession **(Pages 4 and 5)**

The Law has changed on successions. There are two provisions, one that applies to those tenants who were tenants before 1 April 2012 and those to tenants who became tenants after that date. The post April 2012 have a more limited right to succeed to their spouse, civil partner or partner only.

- Charging for missed appointments **(page 9)**

Making it explicit that we may charge for missed appointments.

- Payment of rent and money owed to the Council **(pages 10 and 11)**

This section has been strengthened; reference to wilful damage has also been removed to cover negligent damage for recharging purposes. Former tenant arrears have also been incorporated into the agreement.

- Use and occupation of your home **(Pages 11,12 and 13)**

This has been amended to take into account general updating and issues raised by tenants and frontline staff. The points covered include but are not limited to security in flats, driving across grass verges, abandoned vehicles and high hedges.

- Anti-social behaviour and gangs **(Pages 15 to 18)**

The section has been updated generally and explicit reference has been made to gangs and the definition of a gang in accordance with new legislation and case law.

- Pets **(Pages 18 to 19)**

This section has been amended to encourage responsible pet ownership.

- Solar Panels **(pages 19 and reference to other pages)**

The text for this will follow the deed of variation signed by tenants who have solar panels at present.

- Ending your tenancy (**Pages 19 and 20**)

This section has been amended to make it clear what we expect when a tenancy is ended.

4. CONSULTATION IMPLICATIONS

The feedback from our customers will be included in our proposals to Derby City Council. Any changes to the Tenancy Agreement will need to be approved by Derby City Council. The draft timeline is as follows

- Derby City Council's Housing Strategy to be engaged in discussion regarding review. (Complete)
- Heads of Service to review relevant areas and recommend tenancy clause additions/amendments by 6 December.(Complete)
- Head of Housing Management and The Company Solicitor to review and compile table of suggested amendments by end of December (Complete)
- Consultation with DACP/Tenant Panel, based on HOS review, in January 14
- DCC legal to be consulted on suggested amendments in January 14 (sent 24 January 2014)
- Report to the Strategic Partnership Board (SPB) in February
- Report to the Housing Revenue Account Strategic Partnership Board (HRASPB) in February
- Board/City Board in February
- Cabinet for permission to consult in March
- All tenant consultation and notice of variation process between April and June.
- Intended roll out of new tenancy agreement July 14.

5. FINANCIAL AND BUSINESS PLAN IMPLICATIONS

There will be associated costs incurred with sending out the statutory notices to all tenants.

6. LEGAL AND CONFIDENTIALITY IMPLICATIONS

The Housing Act 1985 requires any changes to Conditions of Tenancy to be subject to wider consultation with tenants and a formal Notice of Variation prior to adoption.

7. COUNCIL IMPLICATIONS

This is a matter which requires the approval of the Council. It is intended to seek approval at the Cabinet meeting in March.

8. EQUALITIES IMPACT ASSESSMENT

An equality impact assessment will be carried out on the proposals. This will be included in a final report which will contain the outcome of the consultation

9. HEALTH & SAFETY IMPLICATIONS

The Tenancy Agreement contains conditions which protect the health and safety of

tenants, residents, employees, contractors and the wider community. The proposals contained within this report strengthen our commitment to health and safety.

The areas listed below have no implications directly arising from this report:

Personnel
Environmental

If Board Members or others would like to discuss this report ahead of the meeting please contact:

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Background Information:

Supporting Information: =

Tenancy Agreement



Tenancy Agreement

All tenancies provided by Derby City Council, except to staff provided with temporary homes, are either introductory or secure tenancies. This means that, under the law in the Housing Act 1985, as amended by the Housing Act 1996, you have a wide range of rights. You also have a number of responsibilities.

This agreement contains the terms/conditions of the Tenancy Agreement between tenants and Derby City Council. You should read this document ~~carefully together with the Tenants Handbook and the Repairs Handbook~~ as ~~they~~ it contains s important information about your tenancy.

If you have never been a tenant of Derby City Council, you will become an introductory tenant for the first 12 months of your tenancy. If you keep to the terms and conditions of your introductory tenancy agreement, you will automatically become a secure tenant at the end of the first 12 months unless the introductory period is --extended. If you breach any of these conditions, the Council may take legal action against you for possession of the property, or any other suitable remedy. The Council can recover court costs from you.

Independent Advice

~~You can obtain independent advice about this tenancy and your rights from the Citizens Advice Bureau and Derbyshire Housing Aid.~~

Independent advice about this tenancy and your rights can be obtained from a solicitor, Citizens Advice Bureau, or other advice centre.

Please read the terms of the agreement on the following pages. ~~The agreement should be read together with the Tenants Handbook and the Repairs Handbook as these contain important information about your tenancy.~~ If you accept the terms of your agreement, please proceed to sign the Tenancy Agreement attached.

Introductory Tenancies

Introductory tenants have fewer legal rights than a secure tenant.

Introductory tenants do not have the following legal rights

- The right to buy the property (however the first twelve months will count towards the discount)
- The right to sub-let part of the property
- The right to Mutually Exchange the property with another tenant.

An introductory tenancy is a tenancy for a trial period for the first 12 months (or 18 months if it is extended). Within that time, you must not break any conditions of the tenancy agreement, for example:

- not behave anti socially, cause a nuisance or harass other people

- pay your rent on time
- look after your home.

During the introductory period you must allow access to our staff, agents or contractors for introductory tenancy reviews and property inspection visits.

This list is not exhaustive.

If you break any of the terms/conditions in this agreement, we may ask the court to evict you. As an introductory tenant, you can be evicted much more quickly and easily than a secure tenant. But, if you show us you can keep to the conditions of this agreement, you will automatically become a secure tenant 12 months from the start of your introductory tenancy unless your introductory tenancy is extended for a further six months. In some circumstances, the introductory period may be less than 12 months, depending on your previous tenancy.

You have the right to have the Council's decision to seek possession reviewed by a Senior ~~senior~~ Manager should it become necessary to start possession proceedings

Please ask us if you require further information.

Derby Homes provides an additional service for introductory tenants. This is called the Tenancy Sustainment Service. The service is intended to help new tenants have the best possible chance of making a success of their tenancy. A member of staff will contact you to carry out an assessment which will determine if you are required to engage with this service. ~~There is a charge for the service. The charge is covered by Housing Benefit if you qualify for that.~~ There is a charge for the service. You may be eligible for help in meeting this charge. We will give you a leaflet which gives more information about the Tenancy Sustainment Service.

Demoted Tenancies

Under certain circumstances, we may apply to the County Court to have a Secure Tenancy reduced to a demoted tenancy. This means that your secure tenancy rights are reduced to those for an introductory tenancy for up to a year.

You have the right to have your demoted tenancy reviewed by a Senior Manager should it become necessary to start possession proceedings.

Please ask us if you require further information.

Derby City Council's duties to you: Your rights

1. 'Security of tenure'

Being a secure tenant means you may live in your home as long as you want to unless there is a legal reason why the Council wants to take it back. This could be because of your own actions or of someone living within or visiting you. As a secure tenant, we cannot make you leave the property without getting a possession order from the County Court. There are set procedures we must follow. The court will listen to both you and us. It will only grant a Possession Order for a secure tenancy if it is satisfied that our case against you is justified and reasonable. The tenancy will only be secure while you occupy the

property as your only and principal home.

If, for any reason, the Council should wish to end your tenancy, so long as you are a secure tenant, the Council cannot do so without first obtaining an Order for Possession from the County Court.

If at any time your tenancy ceases to be a secure tenancy, the Council may bring the tenancy to an end by giving you four weeks' notice to quit.

The Council will not attempt to take possession of the property or take any other action without attempting to discuss the matter with you beforehand.

2. 'Rights of succession'

~~If you die, the tenancy of your home will pass to your partner. This also applies to same sex couples. If you have no partner, or there is no other joint tenant, the tenancy may pass to another close member of your family. To qualify, your partner or the close family members must have lived at your home for at least one year. Only one succession is allowed for each tenancy. So, for example, if you have a joint tenancy, the surviving joint tenant automatically takes over.~~

~~After one succession, there can be no more successions to the tenancy except in certain circumstances.~~

~~The rules are complex. It is best to ask your local housing office for advice or seek independent legal advice from the Citizens Advice Bureau or Derbyshire Housing Aid.~~

2.1 '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

If you signed your Tenancy Agreement before the 01 April 2012, your Rights to Succession are:

When you die the tenancy of your home will pass to your wife/husband/Civil Partner or partner (this includes couples of the same sex) as long as he or she was living in the property as their only or main home when you died and providing there has not been a previous succession.

If there is not a partner it could pass to any close relative who is currently living with you and has been for the preceding 12 months, providing there has not been a previous succession.

If you signed your Tenancy Agreement on or after the 01 April 2012, your Rights to Succession are:

If you die, the tenancy of your home will pass to your Husband, Wife or registered civil partner. If you have no Husband, Wife or civil partner, or there is no other joint tenant, then there is no right of succession for other family members.

2.2 Only one succession is allowed for each tenancy. So, for example, if you have a joint

tenancy, the surviving joint tenant automatically takes over.

After one succession, there can be no more successions to the tenancy. In exceptional circumstances the Council may make a discretionary allocation which would create a new tenancy.

2.3 The rules are complex. It is best to ask your local housing office for advice or seek independent legal advice from a Solicitor, the Citizens Advice Bureau or Derbyshire Housing Aid ~~other advisor~~.

3. Right to take in lodgers and to sub-let part of your home

Only secure tenants have the right to take in lodgers. But:

- this must not create overcrowding
- it may well reduce the Housing Benefit you get. You must tell Derby Benefits that you have lodgers if you receive Housing Benefit
- your lodger will not have security of tenure like you
- you will be responsible for legally evicting your lodger if you want him or her to leave

If you are a secure tenant and want to sub-let part of your home, you must get written permission from the Council before you do so. We will not unreasonably turn down your request. You have no right to sub-let the whole of your home. You will not be given permission to sub-let if you are an introductory tenant.

4. Right to repair

~~This is explained in more detail in the Repairs Handbook, which contains important information about your tenancy. You must give us clear notice that your property requires repair.~~

Under the Tenants' Right to Repair Regulations, you have a right to have certain repairs done within a set time limit. They are called qualifying repairs. If we do not complete a qualifying repair within the correct time you have the right to ask us to get another approved contractor to do the work. If this contractor fails to do the work, you may get compensation. This is explained in more detail on the Derby Homes website (search "right to repair"). You must give us clear notice that your property requires repair.

5. Right to improve

~~You must not carry out any improvements or alterations to the property without first obtaining the Council's written permission. We will not unreasonably withhold permission.~~

~~If you are living in flats of a unity construction or with wood flooring, you are prohibited from using laminate flooring in the first floor flats because of noise transmission.~~

~~This is explained in more detail in the Tenants Handbook, which contains important information about your tenancy.~~

5.1. If you are a secure tenant, you have the right to put in your own improvements to your home (such as a new kitchen, or a shower, etc.) Introductory tenants do not have this right. However secure tenants must get our agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason, and we will set certain conditions when giving our approval. You must check on and obtain any planning or building regulations approvals that may be required. Any improvements that involve that

building's structure, gas, electricity or water must be approved by us before work starts. You must also get our agreement in writing for any adaptation you wish to carry out to the property, for example to assist in meeting someone's health or disability needs. We may be able to help you with what you need.

5.2 You can sometimes get compensation when you leave the property for changes you have made. This only applies to certain types of improvement. Please see the Derby Homes website for more information.

5.3 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. If you do not do this, we may do the required work and recharge you for our costs.

5.4 If we refuse permission for any alterations or improvements and you have already started the work, you must stop the work immediately. You must also put the property back to its original condition, to our satisfaction, within a reasonable period of time or by the time we tell you. If the work is completed, you will still have to put the property back to its original condition on the same terms. If you fail to carry out the necessary work, we may carry out the work ourselves and charge you for it. You must pay for this straight away. If you do not allow us into your property to carry out this work we will take legal action against you.

5.5 If you are living in flats of a unit any construction or with wood flooring, you are prohibited from using laminate or real wood flooring any floors above ground floor because of noise transmission.

5.6 You must not remove any major adaptation to the property, such as a level access shower, without our consent.

6. Right to buy

If you are a secure tenant, you have the right to buy your Council home, unless you live in a certain type of accommodation such as specialist housing for older or disabled people.

To qualify for the right to buy you must be a secure tenant and have been a Council or other public sector tenant (housing association or armed forces accommodation for example) for a total of five years or more; it does not need to have been a continuous two year period. However if your first tenancy started after 18th January 2005, your qualifying period is five years.

[Cross reference to Solar Panel agreement to be added.]

If you live in a flat or maisonette, the right to buy will be on a leasehold basis.

Introductory and Demoted tenants do not have the right to buy their homes.

7. Right to consultation

7.1 We must ask your views about any Council or Derby Homes plans if they substantially affect you. This includes:

- our plans for your home and neighbourhood;
- changing our policies on repairs and maintenance;

- improving or demolishing any properties, and changing any of the services we provide to properties.

7.2 We will either consult you directly or through any tenants' or residents' group, or other community groups that are active in your neighbourhood.

7.3 We do not have to consult you about changes to your rent or service charge, but we will tell you in writing at least four weeks before any rent change or before any change to a service charge.

7.4 Tenants' & residents' groups

You have the right to start or join a local tenants' and residents' group. Such groups will have to meet certain standards for them to be recognised by us. Contact our Customer Engagement and Community Development team for more information on groups in your area or how to start one.

7.5 The right to manage

Tenant organisations have the right to take over managing their homes or estate. The scheme allows tenant organisations to run services instead of us. This type of management can only take place with Derby City Council's full written agreement. You should ask our Customer Engagement and Community Development team for more details.

7.6 Attendance at meetings

As a member of the public you can attend Derby City Council Cabinet and Committee meetings as well as Derby Homes City Board and Board meetings. At these meetings decisions are made about how Council and Housing services are run and managed. You can find out more about these meetings through our website www.derbyhomes.org, or by contacting us.

8. Right to information

8.1 We must give you certain information by law on the Right to Buy, our repair obligations and our rules for considering applications for rehousing and exchanges. This information is available on our ~~Website~~ [website](http://www.derbyhomes.org) www.derbyhomes.org or you can request paper copies from our local offices.

8.2 We will treat all information provided in confidence and in accordance with the Data Protection Act 1998. It will be used for the purpose of managing your tenancy.

8.3 You have the right to see certain information we have about you. However we will not be able to show you third party information. You can get copies of relevant information but there may be a small charge.

8.4 Personal information that you supply to the Council and its agent Derby Homes for the purposes of entering into this agreement will not be disclosed to other persons except in accordance with the requirements of the Data Protection Act 1998 or Crime and Disorder Act 1998.

We may need to share it with other departments or organisations for a similar purpose. These include Housing Benefits, Derby Homes local housing offices, housing associations, Council Tax, The Benefits Agency, Probation Service, Police, Social Services, other local councils and utility providers.

Examples of reasons why personal information may be disclosed are for the purposes of preventing or detecting crime, apprehending or prosecuting offenders or assessing or collecting tax.

8.5 We must issue you with a tenancy agreement and information on your rights. We publish our procedures on who we give homes to, transfers and exchanges. You may ask to see these at any local housing office and on the Derby Homes website.

Each year, we must give all tenants information about our performance. ~~This is explained in more detail in your Tenants Handbook.~~

Legal rights of tenants in brief	Secure Tenants	Introductory Tenants
Right to succession of partner/family member	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	Yes
Right to buy	Yes	No*
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No

Legal rights of tenants in brief	Secure Tenants	Introductory Tenants
Right to vote prior to transfer to new landlord	Yes	No
Right to consult on decision to delegate housing management	Yes	Yes
Right to participate in housing management contract monitoring	Yes	Yes

*but the introductory tenancy period counts towards the discount.

8.9. Repairs

9.1 We will keep in repair the structure and exterior of the property, but you must notify us of repair work you are aware of. Particular items include, but are not limited to:

- the roof
- drains, gutters and external pipes
- outside walls, outside doors, window sills, window frames and glass
- internal walls, skirting boards, doors and door frames, floors and ceilings - excluding decoration but including major plasterwork
- some fences, pathways and other means of access
- the Council will keep in repair and proper working order all the installations in the property for the supply of water, gas and electricity, sanitation and for space and water heating
- you may have made additions or improvements. We will only repair them if you have told us about them and we have agreed in writing to maintain and repair them.

9.2 If you, or people who live with you or visitors to the property, cause damage, we may do the repairs and charge you for them. If any of these repairs are not put right or paid for by you, the Council may take legal action against you to secure the repairs or recover the money it spends on repairs from you.

9.3 Charging for missed appointments

We may levy a charge for missed appointments.

9.10. Outside decorations

We will keep the outside of your home and the communal parts of flats, in a reasonable decorative state.

10.11. Improvements

The Council will not be responsible for making good any internal decorations affected by any improvement works carried out at the property unless damage to the decorations has been caused as a result of negligence on behalf of the Council or anybody acting on the Council's behalf.

Your duties to the Council

1. False Statement

You or someone acting on your behalf must not make a statement which you:

- know is false, or
- thought could be false, or
- be involved in any way in supplying information which may deceive an officer of the Council, or its agent, in allocating you this property. We will take legal action to obtain possession of your home in any such circumstance.

11.2. Payment of rent and money owed to the Council

2.1 Payment of rent and other charges is one of your most important obligations under this Tenancy Agreement.

The rent and other charges are due every Monday in advance. If you pay at any other interval than weekly the rent must always be paid in advance, never in arrears to avoid recovery action taken against you. Other methods of payments are only allowed if it is agreed by us in writing.

2.2 When your tenancy ends, or legal action results in you having to leave your home, you must pay any outstanding charges to the Council straight away.

2.23 Tenancy charges are any financial obligations arising from your tenancy which includes but is not limited to: heating, hot water, garage rent, contents insurance, communal cleaning and charges for ~~wilful~~ property damage.

2.34 You must not withhold the rent or any tenancy charge for any reason whatsoever.

2.45 You must pay any debt outstanding from any tenancy in full, for example, unpaid rent, tenancy charges, charges for ~~wilful~~ damage.

2.56 If you are joint tenants, you are together responsible for the rent and tenancy charges, and any debt outstanding from any previous tenancy if you were joint tenants at that property. The Council can recover all arrears owed to it as a result of this responsibility from either individual joint tenant. This means that if one joint tenant leaves, the remaining tenant or tenants are responsible for the total of any arrears outstanding together with ~~ongoing~~ going rent and tenancy charges.

2.67 If you have any difficulty paying your rent or tenancy charges, you or someone acting on your behalf must contact ~~your local housing office~~ us immediately.

2.78 If you do not pay your rent, rent arrears, or tenancy charges, or you regularly miss or pay late the Council can take court proceedings to evict you from your home. These proceedings may incur additional charges such as legal fees and court costs which are recoverable from you and which may then be added to the total debt outstanding. The Council will also seek a Money Judgement Order to recover any debts.

2.89 The Council may vary the amount of rent you have to pay. In such circumstances, you will be notified in writing of any variation. This notice will also tell you of your rights to end the tenancy if you do not accept the new rent level.

2.10 If you cannot pay your rent or any other tenancy charge you must contact us immediately.

You may get assistance with paying your rent by claiming Housing Benefit (or any other benefit which replaces it). We can help you do this and also assist with financial advice generally.

If you are receiving Housing Benefit (or any other benefit which replaces it) you agree that this benefit can be paid direct to us on the signing of this Agreement. The obligation to ensure the rent is paid in full remains yours.

If there is a change of circumstance which means that your entitlement to Housing Benefit (or any other benefit which replaces it) will change, you must inform the Council (or whoever is responsible for processing the benefit) immediately.

You must repay the Council any overpayment in Housing Benefit (or any other benefit which replaces it) which, by law the local authority (or whoever is responsible for processing the benefit) can claim back. This overpayment may be debited from your rent account and collect it as rent arrears.

12.3. Use and occupation of your home

3.1 You must live in this property as your main home and nowhere else.

3.2 You must tell us if you are going to be away from your home for more than a month and make sure that your local housing office is advised of each forwarding and contact address. Failure to do so, where the property remains unoccupied for more than a month, may result in the Council determining that you no longer live in the property as your main home.

3.3 You may take in lodgers as long as you are a secure tenant and your home does not become overcrowded. You must give your local housing office the names of any lodgers.

~~3.4 You must not, without our permission, separate part of your home for what is called a 'sub-tenancy'.~~

4.43.4 You have the right to sublet part of your home. You need our prior written permission to do this but we will not refuse permission without good reason. You must not sublet all of your home.

3.5 You must not assign your tenancy without our prior written permission.

3.56 You must not run a business from your home without first obtaining our written permission. In granting any permission, we will consider factors such as the amount of noise generated any nuisance that may be caused to your neighbours or whether damage will occur to the property.

3.67 You, or anyone living with you, must not alter or improve your home in any way unless you have written permission from us. This includes but is not limited to the following:

- putting up an extension
- adding to or changing or replacing the fixtures and fittings provided by the Council
- altering or tampering with essential gas, electricity or water services
- putting up an aerial or satellite dish
- put up any structures such as sheds, garages or pigeon lofts
- making major alterations to the land within the curtilage of the dwelling
- building any other structure, this includes but is not limited to a car port, garage, hard standing, driveway or shed
- remove any tree or hedge from the garden or communal area

The Council will not unreasonably withhold permission for you to undertake such changes or alterations. If permission is refused, you will be notified in writing of the reasons for refusal.

~~If you are living in flats of a unity construction or with wood flooring, you are prohibited from using laminate flooring in flats because of noise transmission.~~

3.8 Not to place or hang any clothes or other articles on or from the outside of the windows or on or from the balconies or balustrades of the Property

3.9 You, or anyone living with or visiting you, must leave communal flat doors open or wedge them open so as not to create a security or fire risk

3.10 You must treat any infestation that occurs within the property during your occupation

3.11 You, or anyone living with or visiting you, must not park or leave any motor vehicle, trailer, caravan or boat anywhere on your property or garden except on a properly constructed hard standing with appropriate dropped curb access for crossing the pavement. You must get permission to keep a caravan, boat, commercial vehicle or trailer anywhere on the property or in any shared parking area. Any motor vehicle must have a valid tax disc displayed or registered SORN with the DVLA.

3.812 You, or anyone living with or visiting you, must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

3.913 You, or anyone living with or visiting you, must not drive across a kerb to access your property unless it has been dropped in accordance with the regulations of the Highway Authority.

You, or anyone living with or visiting you, must not drive across a grassed verge to access your property.

~~3.4014~~ You, or anyone living with you, must not use the garden or drive to your property or shared areas to store, load or unload scrap metal or strip down vehicles or repair any vehicle other than one regularly used by yourself or someone residing at your home.

- 3.4415 You, or anyone living with you, must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency service vehicles.
- 3.4216 You, or anyone living with or visiting you, must share the use of any driveway that gives access to your home and an adjoining property with the occupants of that property. The driveway must not be blocked in any way, for example, by parking a vehicle or by fencing part of it off.
- 3.4317 You, or anyone living with you, must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.
- 3.4418 You, or anyone living with or visiting you, must not bring or store mopeds or motorbikes inside your home or into indoor communal areas – entrance halls, stairs or landings.
- You must not abandon any vehicle on our property, for example in car parking areas provided for flats or in your neighbourhood.
- 3.4519 If you are living in a category 2 Supported Housing Scheme, you or anyone living with or visiting you must not bring, store or use a motorised scooter within the building, -except in an area designated for such use for which there will be a service charge.
- 3.4620 You must keep your yard and/or garden area to the reasonable satisfaction of the Council. You are responsible for the upkeep of all parts of your garden, this includes but is not limited to grass, trees, plants, bushes, hedges, garage or outbuilding. You must not let any hedge/shrub grow more than two metres high or overhand pavements, cause an obstruction or interfere with your neighbour's garden. You must not remove trees or hedges without our prior written consent.
- 3.21 You, or anyone living with you, must not allow anyone to sleep in a shed, summerhouse or other external construction in the locality of your home.
- 3.4722 You, or anyone living with you, must keep any communal area, either inside or outside the property, clean, tidy and free from rubbish or furniture at all times to the reasonable satisfaction of the Council.
- 3.4823 You must keep the inside of your property clean to the reasonable satisfaction of the Council.

13.4. Repairs and maintenance

4.1 You must look after your home in a reasonable manner and make sure your home remains in good condition at all times to the reasonable satisfaction of the Council.

4.2 You, or anyone living in your home, or visiting your home, must not damage, or destroy:

- the structure and outside of the building, including any glazing
- the fittings for the supply of gas, water and electricity
- bathroom and toilet fittings

- room heating systems
- water heating systems
- kitchen units and fittings
- internal fixtures and fittings, for example doors and internal glazing
- sheds, garages, fencing, patios, paths, any part of the garden area, open-plan space or communal walkway.

4.3 You are responsible for repairing any damage to any part of your home caused by the wilful or negligent or careless action by you, or anyone living with you or visiting the property.

4.4 You are responsible for carrying out certain internal repairs at your own expense. Please see our website for more details. ~~More detail is given in the Repairs Handbook.~~

4.5 You must also provide such fittings as curtain rails or poles and light bulbs. You must also provide your own T.V aerial (unless there is a shared aerial).

4.6 You are responsible for repairing and maintaining your own equipment such as cookers and washing machines (unless we have provided these and set a service charge for them). You are also responsible for insuring your own contents, such as furniture, etc., and are strongly advised to do so.

4.7 You are responsible for repairing any fixtures and fittings you have added without our permission, and any improvement you have put in yourself, even when approved by us. This does not apply to any fixed gas appliances. You must ask for any gas appliance you plan to install to be approved by us. This appliance must be installed by a GAS SAFE registered professional, in which case we will maintain such a gas appliance. However if any gas appliance installed by you later fails to meet required standards or is not repairable, we will disconnect it without giving you any compensation

4.84.4 You are responsible for keeping the internal decoration of the property up to a reasonable standard that is satisfactory to the Council.

4.94.5 You, or anyone living with you, must immediately report any repairs that the Council is responsible for carrying out to enable us to arrange for inspection and/or repair to be carried out ~~--see Repairs Handbook.~~

4.94.6 You, or anyone living with you, must immediately report any damage; however it was caused to your home.

4.104.7 You, or anyone living at or visiting your home, must not steal or appropriate any item of property from any dwelling, building or grounds owned by the Council.

4.114.8 You or any other person living with you, must allow Council employees, their contractors, agents or statutory undertakers to enter your home at all reasonable hours on request for the purpose of inspecting the property or carrying out any works that the Council think are necessary. This includes the Fire and Rescue Service for the purpose of completing Home Safety Risk Assessments. You will be given at least 24 hours notice, except in an emergency.

4.94.11 You or anyone living with you, must allow Council employees, their

contractors, agents or statutory undertakers, at all reasonable hours for the purposes of inspecting the property or carrying out any works which we think are necessary. You should always ask to see official identification before letting anyone in. Our staff wear their identification which will be easily visible to you.

You must allow access- for urgent safety work such as servicing gas appliances, electrical testing and to install smoke alarms and to service those alarms. You will be given reasonable notice of our intention to enter to service gas ~~appliances~~appliances or install or service smoke alarms.

4.104.12 In an emergency, we or any other person authorised by the Council may require access to your home. In the event that such access is necessary and the property is unoccupied or access is denied, the Council may use reasonable force to gain entry to your home. Upon completion of the works and/or inspection, your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either the property or a person's safety is deemed to be at risk. In the event that access is denied, you may be prosecuted for obstruction.

4.114.13 You must allow 'clear access' for our staff, agents or contractors for inspection, maintenance or repairs to your home. This means that we must be able to get easily to the part of the property that we need to inspect, repair or improve.

4.124.14 There are special circumstances when we may need to take possession of your home because of the type or extent of work that needs to be done to it, such as a major repair or demolition. In this case you will be offered a suitable alternative home. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

14.5. Recharging

You are responsible for:

1. the cost of repair of any damage of your property
2. the cost of replacement of property destroyed
3. the cost of works carried out by default by the Council
4. any costs incurred by the Council as a result of your breach of conditions in this agreement.

Any unpaid costs incurred by the Council will be pursued as a debt and legal action may be taken against you to recover changes and court costs. The Council will also seek a Money Judgement Order to recover any debts.

15.6. Anti social behaviour

You and/or any other person residing at and/or visiting the property must not behave or threaten to behave in a way that causes, or is capable of causing nuisance, alarm, harassment, distress or annoyance to your neighbours, and/or anyone working lawfully in or visiting the area, for example, housing staff, contractors, social workers, guests of neighbours or others. You and/or any other person residing at and/or visiting the property must not use your home for immoral or unlawful purposes.

6.1 You are responsible for your own behaviour and for that of anyone including children living or visiting your home, whether permanently or temporarily. For the

avoidance of doubt, the following clauses, 6.2 – 7.2 inclusive, apply to adult children, lodgers, licensees, sub-tenants, other adult members of your household, children under 18 and visitors to the property.

6.2 You must make sure that you, other people living with you, and any visitors to your home do not:

- a. Behave in a way which causes, or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your home or in any of our premises.
- b. Act in a way which is likely to cause, or be capable of causing a nuisance or annoyance or disturbance to people, living, visiting or working in the locality of your home or in any of our premises
- c. Harass, use abusive language, abuse or threaten people living, visiting or working in the locality of your home or in any of our premises
- d. You must not leave needles in the premises that could be a danger to anyone who may need to access the property, for example to carry out their work. Needles/syringes must be stored and disposed of safely.
- e. Damage, misuse or dump rubbish in communal areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property owned by the Council.
- f. Behave or act in a manner that affects the health and safety of people living, visiting or working in the locality of your home.

Harassment includes but is not limited to:

- violence or threats of violence towards any person including all Council and Derby Homes employees, agents or contractors of the Council
- abusive or insulting words or behaviour
- damage or threats of damage to another person's property or home
- writing threatening, abusive or insulting graffiti
- any interference with the peace or comfort of any other person
- racial harassment
- sexual harassment
- harassment because of a person's sex, gender, race, nationality, ethnic grouping, religion, sexuality, physical disability, learning disability, or because they are living with HIV/AIDS
- involvement in gang related activities.

Examples of nuisance, annoyance, or disturbance includes but is not limited to: loud music, arguing, door slamming, dog barking and fouling, being drunk, being under the influence of drugs, shouting, playing ball games close to someone else's home, untidy gardens and/or properties.

People working in the locality of your home include employees, contractors of the Council and other people engaged in lawful activity in the locality such as postal workers.

6.3 You, or anyone living with you, must not make false or malicious complaints about the behaviour of another person.

6.4 You and/or anyone living at and/or visiting your home:

- a. Must not use your home or any of our premises for any illegal or immoral purposes such as selling drugs, possessing drugs, storing drugs or stolen goods, possessing illegal firearms and offensive weapons, or prostitution .
- b. Must not undertake any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen drugs, or prostitution in the locality of your home or any of our premises.
- c. Must not commit ~~an~~ an arrestable offence in, or within the locality of your home or any of our premises.
- d. You and/or anyone living with you at/or visiting your home, must not inflict violence, or threaten violence against, any other person, either living with you or in another Council home. You must not harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in lawful activity within the locality.
- e. You must not allow noise to annoy your neighbours, not allow or permit any persons residing in or visiting the property to do the same. This includes, but is not limited to, using a television, radio, hi-fi and musical instruments.
- f. You, members of your household or anyone visiting your home must not damage, deface or put graffiti on Council property. You would be charged for the cost of cleaning up or repair.
- g. You, members of your household or anyone visiting your home must not interfere or damage any security or safety equipment or communal entrance doors, or otherwise damage communal areas or facilities
- h. You, members of your household or other visitors must not ride bicycles in communal gardens or on communal open spaces around flats and bungalows. You and they must not ride or use motorcycles, motorised scooters or vehicles of any kind on public footpaths or on Council owned open spaces (other than the public highways if they are legally permitted to do so) and must not ride or use such vehicles in a manner which causes excessive noise, nuisance or distress to anyone in the locality.
- i. You will be responsible, at your own expense, for repairing any damage to the property caused by the Police if they have to force entry
- j. You or anyone living with you or visiting you, must not deposit any litter, waste or rubbish on Council or other property in the locality, including garage sites, parking areas, the gardens of empty properties, grassed or landscaped areas or on vacant plots of land

6.7 You or anyone living with you must not be a member of a gang, or allow a member of a gang to visit the property.

When we refer to gang we mean:

1. A group of people of at least 3 in number, gathered in the street, or on any estate belonging to the Council, with the intention to cause alarm, harassment and distress, and/or
2. Uses a name, emblem, or colour or has any characteristic, that enables its members to identify others, and
 - a. Is associated with a particular area known to be linked with gangs; or
 - b. A group who breaks the law on a regular basis; or
 - c. A criminal organisation in which the law is broken regularly.

16.7. Pets

~~7.2 You or anyone else living with you, must ensure that no pet kept at your home prevents an employee, contractor or agent of the Council gaining access to the property or carrying out work at the property.~~

7.1 You are responsible for any pet that you, members of your household or visitors bring into your home, garden or communal areas. You are reminded that you are fully responsible for the safe passage of visitors to your home, whether or not they have been invited.

7.2 You may only keep pets at the property with our prior written consent. Permission will not unreasonably be withheld. In making this decision we will take into account the location and property type.

7.3 You are responsible for your domestic pets in or around your home. You must not allow your pets to cause any nuisance, annoyance or danger to neighbours or visitors to your home. If permission is withdrawn for any reason you must remove the animal from the property immediately after permission is withdrawn.

7.4 Prior to signing your new tenancy agreement you must advise us of any animals/pets that you already have so that we can advise on their suitability. The housing officer will raise this issue at the sign up meeting.

7.5 We may withdraw permission if the pet/s cause a nuisance or are found to be intimidating, aggressive or dangerous.

7.6 You must not keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976 unless you have both permission from us and a license from the Council's Environmental Health Department

7.7 You must not keep any of the four breeds named under section 1(1) of the Dangerous Dogs Act 1991, namely the American pit bull terrier, Japanese tosa, dogo argentinas and fila brasileiros.

7.8 There is no statutory definition of a "stray" dog. The RSPCA defines it as: "one that is in a public place and not under the charge of a keeper". Under the Control of Dogs Order 1992, all dogs on the highway must wear a collar with their owner's surname, address and contact details. As a result of the Clean Neighbourhoods and Environment Act 2007 local authorities in England are now solely responsible for dealing with stray dogs. Under the Animal Welfare Act 2006, owners have a duty of care to meet the needs of their pets.

7.9 If you allow any animals/pets to foul any of our property including shared areas, footpaths, roads or play areas you must clean the affected area immediately.

7.10 You must not breed any animals or birds that will be used for commercial purposes without our written permission. You may require licenses or further permissions from governing bodies in relation to some animals or birds.

7.11 You may only build any animal enclosures with our prior written consent.

NEW NUMBER 8 Solar Panels

If the property has Solar panels already installed or we install them at a future date the additional terms at Schedule one apply.

9 Ending your tenancy

89.1 You must give the Council four ~~weeks notice~~ weeks' notice, in writing, if you intend terminating your tenancy. The notice must be signed and dated. In the case of joint tenants notice from one tenant will terminate the tenancy for all tenants.

89.2 You must return all keys, fobs and parking permits within or at the end of the notice period. At the latest you must return these items to your property to your local housing office by ~~12 noon~~ 10:00 a.m. on the date agreed by the Council that your tenancy ends. You will be responsible for the rent until the end of the notice period or until the keys are returned to us, whichever is the latest.

If you do not return all of your keys to us then we will have to change locks to the property and we charge you for the cost of doing this.

You must give us vacant possession of the property upon termination of the tenancy. We may take steps to evict anyone else who you have left in the property. We may make a reasonable charge against you for any costs incurred in repossessing the property if anyone has been left behind.

89.3 You must leave the property and garden in a clean and tidy condition, clear of all your belongings and furniture and clear of rubbish.

89.4 You, or anyone living with you, must make good any damage however caused prior to terminating. Any unauthorised alterations that have been carried out by you, or anyone living with you, must also be removed and the property returned to its original state prior to your terminating. We may make a reasonable charge against you for any costs incurred if you do not leave the property as stated within this clause.

89.5 If you leave any personal items and belongings at the property after returning the keys to us or legal action results in you having to leave your home, then the following will apply:

- We may sell or dispose of items left in the property. Our reasonable costs will be payable by you. Any money collected from the sale of the items will first be credited against the costs of storage and sale, and second against your rent account or any other account where money is owed to the Council

- We may charge you for the cost of removing, storing or disposing of any items left in the property, or cleaning of the property.

9.6 You must leave the fixtures and fittings in the same state as they were when your tenancy began except for reasonable wear and tear.

10. Notices

In addition to any way permitted by law, we may serve any notice on you at your home by putting it through the letterbox or by fixing it to your home or by leaving it with somebody for you at your home.

The enforcement of these tenancy conditions is at the discretion of the Council. The Council is not under a duty to take enforcement action in respect of all breaches but you acknowledge that the Council may take action against you for breach of these tenancy conditions which may result in the Council terminating the tenancy or taking alternative appropriate action, and that the Council will do so in appropriate cases.

What can you do if the Council does not keep to the Agreement?

Read this Tenancy Agreement and:

- a. First, complain to your local housing office.
- b. If the complaint is about a repair not being done within the agreed time limits, you can use your Right to Repair ~~see Repairs Handbook~~.
- c. If these actions do not put the situation right, write and complain to the Complaints ~~monitoring~~ Monitoring Officer, Derby Homes Ltd. He or she will arrange for your complaint to be investigated and will write to tell you the result.
- d. You can talk to your local Citizens Advice Bureau, other advice centre or a solicitor for information about your rights.
- e. If you wish to serve a notice to do with legal proceedings, and all other notices, on the Council, it should be served at the Head Office of our managing agents, Derby Homes Ltd, Council House, Corporation Street, DERBY, DE1 2FT.

What can the Council do if you do not keep to this Agreement?

- a. We will investigate the circumstances and try to reach an agreement so that you will keep to the Agreement.
- b. If you still do not keep to the Agreement, we may serve a notice on you requiring you to comply. If you do not comply, we will take legal action to end your tenancy or enforce the terms and conditions.
- c. If you don't do repairs which are your duty, we may do them ourselves and charge you for the cost of the work.

Satisfaction with your services

We are keen to give you a good service. As part of this service, we wish to deal with any complaints as quickly as possible and make sure you know where to complain and who to.

Further details on how to complain can be found in the Customer Care Charter.

Tenancy Agreement

This document is a Tenancy Agreement between the following:

Landlord: Derby City Council of the Council House, Corporation Street, Derby DE1 2FS
and

Full name of tenant 1 [Click here to enter text.](#)

Date of Birth: DD MM YYYY
and

Full name of tenant 2 [Click here to enter text.](#)

Date of Birth: DD MM YYYY

For joint tenancies, 'tenant' refers to both or all of the tenants

Address: [Click here to enter text.](#)

Type and size of property: [Choose an item.](#) [Choose an item.](#) [Choose an item.](#)

Garden: [Choose an item.](#)

Start date of tenancy: [Click here to enter a date.](#) **Initial rent:** £

Service Charges

List Service charges

Total

Type of tenancy: [Choose an item.](#)

Your introductory will become a secure tenancy on: [Click here to enter a date.](#)

(so long as all terms of Tenancy Agreement have been complied with and the introductory tenancy has not been extended)

This is a legally binding agreement. If you sign this Agreement, it means that you accept the terms and conditions of tenancy attached.

I/We have read and understood this Agreement together with the terms and conditions of tenancy and the tenancy created by it.

Tenants signature(s):

Tenant 1

03/ 08/ 2011 03:10:53 pm

Tenant 2

03/ 08/ 2011 03:11:02 pm

Witness

Witness signature:

03/ 08/ 2011 03:11:14 pm

Date:

Photos of sole or joint tenants