

Housing Tenancy Agreement

This Agreement, and the sections of the Tenants Handbook it refers to, form the terms of the Tenancy Agreement.

On signing this Agreement you will become either a secure tenant or an introductory tenant.

If you were a secure tenant immediately before entering into this tenancy you will become a secure tenant. As a secure tenant you have the right to live in your home (right to possession) so long as you comply with the terms and conditions of the Tenancy Agreement. The Council will not interfere with this right unless the court has given us possession of the property.

If you were not a secure tenant immediately before entering into this tenancy you will become an introductory tenant for the first twelve months of your tenancy. Introductory tenants have fewer legal rights than a secure tenant. If you keep to the terms and conditions of your Tenancy Agreement you will automatically become a secure tenant on the date written in this Tenancy Agreement. If you breach any of these conditions the Council may look towards either extending the introductory period by six months or seeking to evict you. Legal action to evict you may mean you incur costs. As an introductory tenant you can be evicted much more easily than a secure tenant.

Independent Advice

You can get independent advice about this tenancy and your rights from the Citizens' Advice Bureau and Shelter Housing Advice Centres in Nottingham or Mansfield (see the booklet: Useful Addresses).

Data Protection

We are required under Section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data monitoring exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud.

Please read the Agreement on the following pages, if you accept the Terms, sign page 22.

Definitions

In this Agreement the following words have the meanings given below:

- **We, us and our** – the Landlord, **Ashfield District Council** of Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, NG17 8DA and **Ashfield Homes Limited**, the Council's Housing Management Company, whose head office is at Broadway, Brook Street, Sutton-in-Ashfield, Nottinghamshire, NG17 1AL or of such address as we may tell you about in the future.
- **The Property** – the housing accommodation and any garden, yard, outbuilding, garage, fence, or wall, let to you under this Tenancy Agreement.
- **You and Your** – the tenant, or in the case of a joint tenancy, all the tenants.
- **Communal Areas** – areas which you share with other tenants such as stairs, entrance halls, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays, or hard standings.

Ashfield District Council's duties to you: Your rights

1. 'Security of tenure'

As a secure or an introductory tenant, we cannot make you leave the property without getting a Possession Order from the County Court. There are set procedures we must follow in order to get such an Order. The Court will listen to both us and you. It will only grant a Possession Order if it is satisfied by our case.

If we intend to apply to the Court for a Possession Order we must give you not less than four weeks notice of our intention to do so and tell you the reasons why. A breach by you, your visitors or those that live with you, of any of these tenancy conditions is a ground for possession.

If you, those who live with you, and/or your visitors are responsible for anti-social behaviour we may look to remove your security of tenure. We can do this by seeking a Demotion Order from the Court. If we intend to do this we must give you at least four weeks notice of our intentions and the reasons why. If a Demotion Order is granted, your tenancy becomes a Demoted Tenancy for twelve months. After twelve months the tenancy becomes a Secure Tenancy again unless we apply to Court to evict you. If we seek to evict you we must give you four weeks notice of our intention to do so. If we apply to Court to evict you and you are a Demoted Tenant provided that the breach is proven, the Court **MUST** grant possession of the property unless we have not complied with the legal procedures.

2. 'Right of Succession'

If you die, the tenancy of your home may pass to your joint tenant or partner. This is called a "succession" of the tenancy. If you have no partner or joint tenant, the tenancy can pass to another close member of your family. To qualify, your partner or the close family member must have lived at the property for at least 1 year prior to your death. So, for example, if you have a joint tenancy, the surviving joint tenant automatically takes over.

Only one succession is allowed for a tenancy. After one succession, there can be no more successions to your children or other close family members, but we will not make them homeless if they have lived with you for at least 1 year immediately before your death, although we may need to move them to a smaller home in some circumstances.

The rules are complex. It is best for a close relative or friend to discuss their individual case with a Housing Officer.

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. If you get Housing Benefit you must tell the Housing Benefit office immediately, if you take in a lodger, (the address is in the booklet: Rents and Service Charges).
- 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 us. We will not unreasonably turn down your request. You have no right to let the whole of your house.

You will **not** be given permission to take in lodgers if you are an **introductory tenant**.

4. **Right to repair**

This is explained in more detail in your Tenants Handbook in the booklet: Repairs and Improvements.

5. **Right to improve**

This is explained in more detail in your Tenants Handbook in the booklet: Repairs and Improvements.

6. **Right to Buy**

This is explained in more detail in your Tenants Handbook in the booklet: Tenant Participation – Listening To Your Views. Introductory tenants do not have the right to buy their homes until they become secure tenants. If your tenancy is demoted you lose your right to buy until your tenancy becomes a secure tenancy again. If you are a secure tenant and are responsible for anti-social behaviour we may seek a court order to suspend your right to buy for a period of time.

7. **Right to Consultation**

This is explained in more detail in your Tenants Handbook in the booklet: Tenant Participation – Taking your views into account.

8. Right to information

We must give you a copy of the Tenancy Agreement and information on your rights. We publish our procedures on who we give homes to, transfers, exchanges and in relation to anti-social behaviour. You may ask to see these at one of our offices or property shops. The Data Protection Act 1998 and the Freedom of Information Act 2000, give you the right to look at information. Information is also available via the internet at **www.ashfield-dc.gov.uk and www.ashfieldhomes.co.uk.**

Each year we must give all tenants information about our performance in managing our housing. This is explained in more detail in your Tenants Handbook in the booklet: Tenant Participation - Listening to your views.

Legal Rights of Tenants in Brief

Legal Rights of Tenants in Brief	Secure Tenants	Introductory Tenants (IT)
Right to succession of spouse 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 but the IT period counts towards the discount
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on decision to delegate housing management	Yes	Yes
Right to participate in housing management contact monitoring	Yes	Yes

If your tenancy is demoted your rights will be reduced. For further information contact one of our offices or property shops.

Repairs

We will keep in repair:

- The structure and exterior of the property, including the drains, gutters and external pipes and, in the case of flats, the communal areas.

We will keep in repair and proper working order:

- The installations for the supply of water, gas and electricity;
- The installations for sanitation. This includes sinks, baths, basins, toilets;
- The installations for room heating systems;
- The installations for water heating systems.

You may have made additions or improvements to the installations. You are responsible for their maintenance, repair or replacement. We will only repair them if you have told us about them and we have agreed in writing to maintain and repair them.

If you, or people who live with you, or your visitors cause damage to the property you are responsible for its repair. 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.

Outside Decorations

We will keep the outside of your home, and the communal parts of flats, decorated.

Your Duties to the Council:

1. False Statement

If you or someone acting on your behalf has made a statement in an application for housing accommodation which you:

- Knew was false; or
- Thought could be false; or
- Were involved in any way in supplying information which deceived us in allocating you this property

We may take legal action to regain possession of your home.

2. Payment of Rent and Monies Owed to the Council

2.1. You must pay all your rent together with any other tenancy charges on the Monday of each and every week except for rent free weeks. There are four rent free weeks in every twelve month period beginning in April and ending in March.

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

2.3. You must not withhold the rent or any tenancy charges for any reason whatsoever.

2.4. You must pay any debt outstanding from any tenancy in full e.g. unpaid rent, tenancy charges, charges for wilful damage.

2.5. If you are joint tenants you are each responsible for the rent and tenancy charges, both jointly, and separately. This means that we can recover any arrears from both of you jointly, or each of you individually.

2.6. If you have any difficulty paying your rent or tenancy charges, you, or someone acting on your behalf, must contact one of our offices or property shops immediately.

2.7. If you do not pay your rent, rent arrears or tenancy charges we can take Court proceedings to evict you from your home. These proceedings may incur additional charges such as legal fees and Court costs which may then be added to your rent account.

2.8. In some circumstances we may vary the amount you have to pay. In such circumstances you will be notified in writing of any variation four weeks before any changes take effect.

3. Use and Occupation of Your home

3.1. You must live in the property as your main home.

3.2. You must tell us if you are going to be away from the property for more than a month and ensure that one of our offices or property shops is advised of each forwarding and contact address.

3.3. You may take in lodgers as long as you are a secure tenant and the property does not become overcrowded but you must get our written permission before you take in the lodgers.

3.4. You must not, without our permission, separate part of the property for what is called a "sub-tenancy". You must not "sub-let" the whole of the property otherwise you will no longer be a secure tenant.

3.5. You must not run a business from the property 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 and whether damage to the property may occur.

3.6. You or anyone living with you must not put up any structures such as sheds, garages or pigeon lofts without our agreement in writing.

3.7. You, or anyone living with you must not alter or improve the property IN ANY WAY unless you have our written permission. This includes but is not limited to:

- putting up an extension;
- adding to or changing or replacing the fixtures and fittings provided by the Council;
- decorating the outside of the property;
- altering or tampering with essential gas, electricity or water services;
- putting up an aerial or satellite dish;
- major alterations to the land within the boundary of the dwelling;
- building any other structure - this includes but is not limited to a car port, garage, hard standing, driveway or shed;
- building ponds and carrying out major hard landscaping.

3.8. You, anyone living with you, or visiting you, must not: -

- Park or leave any motor vehicle trailer, caravan or boat anywhere on the property except on an approved hard standing. "Approved" means we must have given you, or a previous tenant, written permission to have that hardstanding.
- You or anyone living with you must not allow anyone to sleep in a caravan or other vehicle parked on or outside the property.
- You or anyone living with you must not drive across a kerb to access the property unless it has been dropped in accordance with the regulations of the highway authority.
- You or anyone living with you, or visitors must not use any garden or driveway to the property to store, load or unload vehicles, store scrap metal, or strip down vehicles or persistently repair any vehicle other than one regularly used by yourself or someone living at the property.
- You or anyone living with you, or visitors, must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency service vehicles, or other resident's vehicles.
- You or anyone living with you, or visitors, must not park or leave any motor vehicle, caravan or boat on communal areas.

3.9. If you have shared use of a driveway, you and anyone living with or visiting you must give those that share the driveway (and their visitors) access to the driveway at all times. The driveway must not be blocked in any way e.g., by parking a vehicle or by fencing part of it off.

3.10. You or anyone living with you must not keep or use bottled gas, paraffin, petrol or any other dangerous material in the property or in communal areas.

3.11. You or anyone living with you must not bring, store and/or ride mopeds or motorbikes or any other mechanically propelled vehicle (with the exception of wheelchairs) inside the property or into indoor communal areas. Electric mobility scooters may only be stored or parked in designated areas inside communal areas, following written permission.

3.12. You must keep your garden area well maintained at all times. You are responsible for the upkeep of all parts of your garden. This includes but is not restricted to grass, trees, plants, bushes, hedges.

- 3.13. You must pay the costs (including any administration costs) of works reasonably incurred by us in removing rubbish from the property and/or returning an overgrown garden to reasonable cultivation, following the failure by you to do such works within the period specified in a notice served by us. The period specified will be no less than 28 days.
- 3.14. You must obtain our written permission before removing any tree, hedge or boundary fence or wall.
- 3.15. 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. You must not store any items in communal areas.
- 3.16. You must keep the inside of the property clean, habitable and reasonably decorated at all times.

4. Repairs and Maintenance

- 4.1. You must look after the property in a reasonable manner and ensure the property remains in good condition at all times.
- 4.2. You or anyone living in the property or visiting the property must not damage or destroy:
- the structure and outside of the property - 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, e.g. doors and internal glazing; smoke alarms;
 - sheds, garages, fencing, patios, paths, any part of the garden area, open plan space or communal walkways;
- 4.3. You or anyone living with you must inform us immediately if any work that we are responsible for carrying out needs to be done. This will enable us to arrange for inspection and/or the repair to be carried out (see Repairs booklet in your Tenants Handbook).
- 4.4. You or anyone living with you must inform us immediately of any damage; however it was caused to the property.
- 4.5. You are responsible for carrying out certain small repairs and replacing certain items of fixtures and fittings. These are listed in your Tenants Handbook.

- 4.6. You are responsible for repairing any damage to any part of the property caused by the deliberate or careless actions or omissions of yourself, or of anyone living with you or visiting you. If you do not carry out the repairs, we will do the work and charge the costs (including any administrations costs) to you.
- 4.7. You are responsible for repairing, maintaining and replacing any equipment installed by you or any other improvement, alteration or addition you have made.
- 4.8. If you make any improvement, alteration or addition without our consent we may tell you to return the property to its original condition. If you do not we may do the work and charge the costs (including any administrations costs) to you.
- 4.9. You or anyone living at or visiting the property must not steal or appropriate any item of property from any dwelling, building or grounds owned by us.
- 4.10. You or anyone living with you must allow our employees, our contractors, agents or statutory undertakers to enter the property at all reasonable times to:
- inspect the condition of the property;
 - inspect the state of repair;
 - carry out repairs
 - carry out improvements
 - service equipment
 - gain access to facilitate any of the above to any adjoining premises e.g. party walls, flats.
- 4.11. If you or anyone living with you fail to allow such access, we will give you 24 hour written notice demanding access and our intention to carry out works described in 4.10 above.
- 4.12. In an emergency we may require immediate access without notice. In the event that such access is necessary and the property is unoccupied or access is denied, we may use reasonable force to gain entry to the

property. In the event that access is denied you may be prosecuted for obstruction. Examples of emergencies include but are not limited to fire, flood, gas leaks, an occasion where there is a threat to personal injury or the structure of our property is at risk.

5. Anti-Social Behaviour

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

5.2. You must make sure that you:

- (a) Do not cause annoyance, disturbance or be a nuisance to people living, visiting or working in the locality of the property

Examples of nuisance, annoyance or disturbance include: loud music, arguing, door slamming, dog barking and fouling, offensive drunkenness, playing ball games close to someone else's home.

People working in the locality of your home include our employees, our contractors and other people engaged in lawful activity in the area e.g. postal workers.

- (b) Do not act in a way which is likely to cause annoyance, disturbance or be a nuisance to people living, visiting or working in the locality of the property.
- (c) Do not harass, abuse or threaten people living, visiting or working in the locality of the property

“Harassment” includes but is not limited to:

- violence or threats of violence towards any person including all our employees, our agents or our contractors
- abusive or insulting words or behaviour
- damage or threats of damage to another persons 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 persons: sexuality, gender, gender reassignment, colour, race, age, nationality, ethnic or racial origins, disability, religion, marital status or because they have HIV/AIDS
- (d) Do not damage, misuse or dump rubbish on communal areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property, or land owned by us.

5.3 You must make sure that you do not allow, incite or encourage other people living with you, and visitors to your home to engage in behaviour as described in 5.2 above.

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

5.5.You or anyone living at or visiting the property:

- must not use the property for any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen goods or prostitution;
- must not undertake any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen goods or prostitution in the locality of the property;
- must not commit an arrestable offence in, or within the locality of the property;
- must not inflict domestic violence or threaten violence against any other person (either living with you or in another Council home). You must not harass or use mental, emotional or sexual abuse to make anyone who lives with you leave the property.

5.6 If these tenancy conditions are breached we will investigate the matters and may take legal action against you.

6. The Keeping of Pets

6.1 If you live in a house or bungalow these are the only pets you may keep without our written permission:

- One domestic dog; and/or
- One domestic cat; and/or

- One domestic caged bird; and/or
- Fish; and /or
- Two small caged pets for example, gerbil, hamster or rabbit.

6.2 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in 6.1, you must obtain our prior written permission.

6.3 If you live in a flat or in sheltered accommodation you or anyone living with you may not keep a pet without our permission. We will not unreasonably withhold permission. Factors that will be considered will include the type of property you live in and the type of pet you wish to keep. Please contact your local office.

6.4 You are responsible for the control of any pets which belong to you or the people you are responsible for.

6.5 You or anyone living with, or visiting, you must not allow your pet or pets to frighten, annoy or cause a nuisance to any other person who is living in, visiting, or otherwise engaged in a lawful activity in the locality of the property.

Examples of this include but are not limited to: allowing your pet to persistently foul in an inappropriate place, by barking, by creating a foul smell, by not being kept under control, by creating any kind of health hazard.

6.6 You or anyone living with you must not leave any pet unattended for more than 24 hours either inside or outside the property.

6.7 If we give written permission for you to keep a pet, this will be withdrawn if your pet creates a nuisance and you will be asked to find another home for the animal.

6.8 You or anyone else living with you must ensure that no pet kept at the property prevents our employees, our contractors or our agents gaining access to the front door of the property.

7. Tenants Receiving Support

7.1 If you are a tenant in receipt of Ashfield Homes Limited's Support Services you have agreed to comply with the Support Plan. You may also have to sign an additional agreement in order to receive a support service, this will be discussed with you in detail.

- 7.2 You are responsible for ensuring that you comply with the Support Plan.
- 7.3 Unless you fail to comply with the Support Plan, support will be provided by Ashfield Homes Limited until the Support Plan has been completed.
- 7.4 If you fail to comply with the Support Plan, Ashfield Homes Limited will give you 28 days written notice telling you that it intends to stop providing the Support Plan. Support will stop after the 28 days notice expires.

8 Ending your Tenancy

- 8.1 You must give us four weeks notice, in writing, if you intend ending your tenancy. You must give us four weeks notice before you leave, or pay four weeks rent in lieu of notice. The four weeks must commence on a Monday and end on a Sunday.
- 8.2 You must return all the keys to the property to the local housing office by 9 a.m. on the date agreed by us. If you do not return the keys by the due date, you will be responsible for additional rent.
- 8.3 If we receive the keys to the property without a written notice to terminate, this will be considered to be an immediate surrender of the property once 4 weeks have passed, You will be charged rent during this period.
- 8.4 We will collect certain items of furniture from the outside of the property, for which a fee is payable. Collection must be arranged prior to you leaving or you will be charged for the collection.
- 8.5 The property and garden must be left in a clean and tidy condition, clear of all your belongings and furniture and clear of all rubbish. If you fail to do this you must pay us the cost of cleaning, clearing and tidying the property.
- 8.6 You, or anyone living with you, must make good any damage, however caused, prior to ending the tenancy. Any alterations or additions that have been carried out by you, or anyone living with you, without written permission, must also be returned to their original state prior to you ending the tenancy.

9. Recharging

We reserve the right to charge you for:

- the cost of repair of any damage to the property;

- the cost of replacement of property destroyed;
- the cost of works carried out in default by us;

any costs incurred by us as a result of your breach of conditions 3, 4, 6, 7 or 8 of the section entitled "Your duties to the Council" in this Tenancy Agreement.

10. Notices

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

What can you do if we do not keep to the Agreement?

- (a) First, complain to your local housing office.
- (b) If the complaint is about a repair being done within the agreed time limits you can use your right to repair (see the booklet: Repairs and Improvements).
- (c) If these actions do not put the situation right, write to complain to the Assistant Director of Housing Services at Ashfield Homes Limited, or for repair issues the Assistant Director of Technical Services. He or she will investigate your complaint and write to tell you the result.
- (d) Or 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 us, it should be served at the Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, NG17 8DA.

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

- (a) We will investigate the circumstances and try to reach an arrangement so that you will keep to the Agreement.
- (b) If you still don't keep to the Agreement, we will consider legal action to end your tenancy. The enforcement of these tenancy conditions is at our discretion. We are not under a duty to take enforcement action in respect of all breaches. In appropriate cases we will take legal action against you and this may result in the ending of the tenancy.
- (c) If you don't do repairs or maintenance which are your duty, we may do them ourselves and charge you for the cost of the work.

Satisfaction with Our Services

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

How to Complain

If you are not satisfied with any of our services, please complain first to your local **Housing Service Manager**.

If you are still not satisfied, you can ask for your complaint to be considered by the **Assistant Director of Housing Services at Ashfield Homes Limited**.

Or you may wish to speak to your **local Councillor, your Member of Parliament**, or a local advice agency. You can get their names, addresses or telephone numbers from the Council or Property Shop.

We will give you a copy of our complaints form. We will write to say that we have received it by return of post. We will reply more fully within five working days, even if the investigation is not complete.

The Ombudsman

If you think we have treated you unfairly and you are still not satisfied after complaining, you can ask your local Ombudsman to investigate if you have suffered unfairness caused by our bad administration.

You can get a leaflet explaining how to do this from local council offices and Property Shops.

YOUR LOCAL HOUSING OFFICES

District Offices are open Monday to Friday, 8.30am to 5.00pm (4.30pm Friday):

Hucknall Council Offices

Watnall Road, Hucknall, NG15 7LA
Tel: 0115 956 8720

Kirkby-in-Ashfield

Council Offices, Urban Road, Kirkby-in-Ashfield, NG17 8DA
Tel: 01623 457266

Sutton-in-Ashfield

Council Offices, Fox Street, Sutton-in-Ashfield, NG17 1BD
Tel: 01623 457012

EMERGENCIES:

AFTER OFFICE HOURS ONLY

Tel: 01623 457999

During office hours please contact your local housing office.