

### Five Year Flexible Tenancy Agreement

#### Terms and Conditions of Tenancy

Your Tenancy Agreement is a legally binding contract between you and Mid Devon District Council. It sets out the rights and responsibilities of both of us.

Please read this agreement carefully before accepting the tenancy.

When the agreement has been signed, the conditions become binding on you as the tenant or tenants and us (the Council) as landlord.

This Tenancy Agreement is available in other languages and formats including **Large Print** and audio tape. Please contact Customer First on 01884 255255.

This Tenancy Agreement is between us, **Mid Devon District Council** (the landlord) and you (the tenant or tenants)

Print name ..... (the tenant)

(If the agreement is for a joint tenancy)

Print name ..... (the tenant)

Under this agreement, you, the tenant(s) and us, the landlord, have certain rights and duties as set out in the Tenancy Agreement.

Tenancy details are agreed as follows:

Address of property .....  
.....

As shown edged red on the plan attached.

Property type (House, flat, bungalow, etc.) .....

Number of bedrooms .....

Is garden included? \* 'Yes' / 'No' (\*circle which one applies)

If 'Yes', is the garden for \*'sole use' or 'shared use'? (\*circle which one applies)

**All parties are to initial any changes.**

Permitted number of persons .....

Tenancy Start date .....

The Tenancy is a flexible tenancy for a fixed term of 5 years beginning on the Tenancy Start date.

The rent and other charges payable at the commencement of the tenancy will be as follows:

Rent	£	Every week
Service Charge	£	Every week
	£	Every week
	£	Every week
Total rent	£	Every week

Please note that the total weekly rent will be reviewed as set out in this agreement

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## 1 Definitions of terms used in this Tenancy Agreement

<b>Definition:</b>	<b>Meaning:</b>
“Landlord” “Council” “We” “Us” or “Our”	Mid Devon District Council.
“Household”	All those living at your Home, including pets.
“Property” and “Home”	The Property let to you under this Agreement.
“You” or “Your”	The Tenant(s).
“Written consent”	A letter from us giving you permission to do something. If you do need our consent we will ask you to put your request in writing.
“Joint tenancy”	If you are joint Tenants, the words “you”, “your” or “Tenant” refer to both Tenants but also to either Tenant. This is because each of you, as individuals, is responsible for keeping to the terms of the Tenancy Agreement.
“Lodger”	A person who pays you money to live in your Home and does not have any exclusive rights to occupy any part of it.
“Communal area”	Any part of the building and communal land that all Tenants share or can use including stairs landings paved areas shared gardens and parking areas.
“Evict” or “Eviction”	This is when you are required to leave your Home. We cannot evict you without a court order.
“Locality”	The area around your Home that includes the road, street or estate or local area where your Home is located.
“Subletting”	When someone pays you rent to live in the Property and has the right to occupy part of your Home.
“Central FIT Register”	Means the register kept and maintained by OFGEM.
“Feed in Tariff”	Means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro-generation of electricity by the Solar Panel System including carbon credits or CO2 savings
“FIT Period”	Means the period of twenty-five (25) years

	from the date that the Solar Panel System is installed at the Property and is recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register by Ofgem.
"Fixed Term"	A term of five years beginning on the Tenancy Start date
"MCS"	Means the Microgenerator Certification Scheme or equivalent schemes accredited under EN45011.
"Ofgem"	Means the Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff.
"the Provider"	Means any person appointed by us to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title.
"Solar Panel System"	means any solar panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on the Property

## 2 Serving Notice

Where it is required that we need to serve a Notice on you, it will be recognised to have been correctly served upon you if it has been either given to you personally, left at your Home, or posted to the address shown on the Tenancy Agreement or (if different) your last-known address.

Any Notice that you wish to serve on us will need to be either hand-delivered during office hours or sent by post or recorded delivery to:

Head of Housing and Property Services  
Housing Services  
Mid Devon District Council  
Phoenix House  
Phoenix Lane  
Tiverton EX16 6PP

We advise you to request a receipt for proof of hand-delivery

### **3 Terms and conditions of tenancy**

- 3.1 This is a legal contract between you (as the tenant) and Mid Devon District Council as your landlord. It contains the conditions of your tenancy.
- 3.2 The Landlord lets the Property to the Tenant as a flexible tenancy for the Fixed Term.

### **4 Rents and charges**

- 4.1 Your total weekly rent includes rent and other charges specified in this agreement. We work out these charges over a 48-week period to determine your total rent. No rent or other charges will be raised for the remaining weeks and these are called “rent free” weeks. If your account is in arrears you must continue to pay during this time.
- 4.2 You are responsible for paying all of your total rent on time. Your total rent is due weekly on a Monday. You have the option to pay weekly, fortnightly or monthly. There are a number of ways you can pay. **Our preferred method of payment is by Direct Debit.**
- 4.3 Your total rent may include service charges. These are payments or charges for additional services you receive. The charges are included in your total weekly rent amount and we will list them separately from your rent. If you receive additional services from us or from another provider, we may make charges in accordance with our policy. We will notify you of these charges at the start of the service being available. We will consult you before we introduce any new services.
- 4.4 If you do not pay your total rent we can go to court to seek permission to evict you from your Home. If you have any difficulty in paying your rent or other charges you must contact us immediately and make arrangements to pay.
- 4.5 If you fail to make arrangements to pay your total rent, or you break any agreement you make, we will take legal action against you and we will apply to the court to recover possession of the Property. In these circumstances we will charge you for the costs of taking the court action against you.
- 4.6 If you are Joint Tenants you are each responsible for all the total rent and for any arrears. We as the Landlord can recover all arrears from either of the Joint Tenants.
- 4.7 If you owe us money for any previous tenancy or for any other debt related to your former Home, it is a condition of this tenancy that you must pay that debt in addition to the current total weekly rent.
- 4.8 We reserve the right to deduct any money you owe to Mid Devon District Council for rent or charges, or any other debt owed to the Council, from any

money that the Council may owe you. This could include recharges, Council Tax or other sundry debts.

- 4.9 At the end of your tenancy you must immediately pay us any unpaid rent, recharges or costs, which you may owe. If you have any outstanding debts or charges we will pursue them and we may pass your details on to collection agencies if we need to.
- 4.10 At the start of your tenancy you need to contact the utility companies (gas, water, electricity and so on) and you are solely responsible for paying their supply accounts unless we have other arrangements in place, for example if you live in supported housing.
- 4.11 You may be eligible to get help with your rent payments by claiming Housing Benefit. It is your responsibility to make a benefit claim. You need to apply as soon as you think you qualify and to provide all the information that is requested from you in support of your claim. If your circumstances change, you must tell the Benefits Services at Mid Devon District Council immediately. If you are paid too much Housing Benefit you will be asked to pay it back.
- 4.12 We work in partnership with external advice and debt counselling agencies and we will take all reasonable steps to provide you with advice on any benefits to which you may be entitled. We will not pass your details onto them **without your consent**.
- 4.13 We may change your total rent, including service charges, by giving you at least four weeks' notice in writing of your new weekly rent, including the amount of the service charges.
- 4.14 The new total rent will be reasonable rent calculated in accordance with S.24 of the Housing Act 1985 and in accordance with any guidance from the Secretary of State or the Regulator of Social Housing, which may apply to your tenancy from time to time. The new total rent will take effect from the date specified in the notice.

## **5 Community obligations**

- 5.1 Each individual in your household has the right to quiet enjoyment of the Property providing this does not cause nuisance or annoyance to others in the locality. Our policy is to provide help and advice for people to solve differences peacefully. Where this fails and Tenants do not meet their responsibilities, we, as the Landlord will take action.
- 5.2 We will seek an eviction where we can provide evidence that will convince the court that such action is reasonable in the circumstances.

## **6 Nuisance and anti-social behaviour**

- 6.1 Anti-social behaviour is any act which causes, or is likely to cause, nuisance, harassment, alarm or distress, or which interferes with the peace, comfort or

convenience of other people living in the locality. Nuisance is considered to be behaviour that is harmful, offensive or annoying.

- 6.2 You are responsible for the behaviour of friends, relatives, all visitors (including children) and pets living in, or visiting the Property you rent, the communal areas and the locality.
- 6.3 You, your household or visitors must not (or allow others to) do any of the following:
- breach the terms of your tenancy;
  - do anything which causes or is likely to cause a nuisance, annoyance, alarm or distress to anyone in the locality;
  - harass, intimidate, verbally abuse, use violence or threaten to use violence towards anyone living in the locality whether they are living, visiting, or working within the locality on any ground (but not limited to) race, colour, ethnic origin, nationality, age, gender, sexuality, religion, medical condition, physical or mental disability or disfigurement;
  - do anything which interferes or is likely to interfere with the peace, comfort, safety or convenience of anyone living in the locality;
  - you must not inflict violence or threaten violence against anyone living with you;
  - harass, intimidate, verbally abuse, physically abuse, use violence or threaten to use violence towards our staff, contractors, or agents;
  - do anything which interferes or is likely to interfere with the security or safety of equipment in the communal blocks of flats or houses; or
  - vandalise or cause damage to any Property or structure we own. (You will be liable for the costs of any repairs that may be necessary).

## **7 Illegal activities**

- 7.1 You must not use the Property or communal areas for any criminal, immoral or illegal purpose. This includes prostitution, storing or distributing racist or illegal pornographic material, using, selling or dealing in any illegal or controlled drugs or storing or handling stolen goods or vehicles.
- 7.2 In the event that you, your household, or visitors do any of the actions covered by clauses [6.1 – 7.1], we will consider this to be a serious breach of the tenancy conditions and will take appropriate legal remedies against those causing the problem. We will seek to recover the cost of taking legal action against you.



## **8 Domestic violence and abuse**

- 8.1 You must not use or threaten to use violence or abuse, including psychological abuse, against any other person living with you, including children. If you do, and that person has to leave the Property because of violence, or threats of violence or abuse against them, we can take steps to evict you from your Home and will have no responsibility to re-house you.

## **9 Using your Home**

- 9.1 You must always occupy the Property as your main Home.
- 9.2 You must not allow the Property to become overcrowded. The permitted number of occupiers is shown on your tenancy agreement. You must not allow the number of persons occupying the property to exceed this figure. (It is not a breach of this agreement if the permitted number is exceeded because your relatives or friends are visiting you on a temporary basis).
- 9.3 You must not run a business from your Home without our written permission. We will not unreasonably withhold permission unless we feel that the business will, or is likely to, cause a nuisance or annoyance to your neighbours or damage to the Property. If we give you permission and the business creates a nuisance or annoyance we reserve the right to withdraw our permission giving you 28 days' notice.
- 9.4 You must tell us if you leave your Home for a period of more than one month. You must provide, in writing, a contact address and a return date.
- 9.5 If at any time:
- you have ceased to occupy the property as your only or principal home or, where the tenancy is a joint tenancy, both of you have ceased to occupy the property as your only or principal home; or
  - the tenancy has ceased to be secure after the death of the tenant; or
  - the tenancy has ceased to be secure as a result of an assignment or as a result of subletting of the property;

We may serve you with 4 weeks' notice in writing to end the tenancy. At the expiry of the notice, the tenancy will come to an end. You will remain liable to pay your total weekly rent up to the expiry of the notice.

- 9.6 You have the right to take in lodgers without our permission but you must not allow the number of persons occupying the property to exceed the permitted number of occupiers and you must make sure this does not make your home overcrowded. You must inform us within seven days if you have lodgers. If you receive Housing Benefit and/or Council Tax Rebate you must also tell the Council's Housing Benefit and Council Tax Rebate Service without delay.

9.7 You must not sublet part of the property without our written consent but we will not unreasonably withhold such consent.

9.8 You cannot sublet all of the property.

## **10 Condition of your Home**

10.1 You, and any other person living in the Property must keep the inside and outside of your Home, including garages and any outbuildings, in a clean and reasonable condition.

10.2 You are required to:

- provide a smoke-free environment when employees and contractors are visiting or working in your Home;
- ensure that you properly dispose of any rubbish or unwanted items from your Property. All rubbish for collection should be put out on the morning of the collection or no earlier than the night before and ensure only recyclable products are put in the recycling bin;
- arrange for bulky household items to be disposed of properly;
- keep chimneys and flues free from obstruction and ensure chimneys, where in use, are swept at least once a year, or more frequently if necessary; (see 'Your responsibilities as a Tenant' in 'Repairs and maintenance' 20);
- only use fuel suitable for the particular appliance or open fire (a list is available from our Environmental Health Service), failure to do so may cause damage or inefficient running. You should not burn any plastics, food, animal waste, recyclable material and timber that has been painted or treated with a preservative because this could cause increased heat and hazardous fumes to be released.

10.3 Where the use of the incorrect fuel has caused damage we reserve the right to recharge you for any works required.

## **11 Communal areas**

11.1 If you live in a block of flats where you do not pay a service charge for communal cleaning services, you are responsible, together with your neighbours, for keeping all communal areas clean and tidy.

11.2 You and anyone living in the Property must not do the following, or allow others to do any of the following:

- block the communal areas (e.g. hallways, landings and stairwells);
- litter, dirty or allow any pet to foul communal areas;
- store harmful, inflammable or explosive materials in the Property, garden, communal area, sheds or storage areas;

- throw anything or allow anything to fall from any windows, balconies or communal areas;
- tamper with, permit or allow anyone else to damage or deface any door entry, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters; or
- smoke in enclosed communal areas.

## **12 Gardens**

12.1 You, and any other person living in the Property, must:

- keep your garden in a well maintained condition (this includes cutting the grass and trimming hedges);
- ensure that any hedges do not grow more than two metres high;
- ensure that plants, trees, boundary hedges or large shrubs, do not become dangerous or overgrown, cause nuisance to your neighbours or damage to Property;
- not store or hold any rubbish (with the exception of wheelie bins), household furniture or appliances in your garden area, except where you are awaiting their collection within 10 working days;
- not cause any nuisance, annoyance, disturbance, potential risk or harm to your Home or neighbouring properties by burning hazardous materials. You should give your neighbours fair consideration whenever you light bonfires in your garden; and
- not do anything to encourage pests or vermin into the Property or any communal or garden areas.

12.2 You must not erect or plant fencing or hedges where there are open-plan shared areas.

## **13 Animals and pets**

13.1 You, your household or visitors, must not keep any pet(s) or animal(s), which we consider unsuitable at the Property.

13.2 You must obtain written permission from us if you want to keep a pet(s) or animal(s) unless it is a registered assistance dog, a small domestic caged animal (or bird) or small fish. We will not unreasonably withhold permission.

13.3 You must not keep any dangerous animals in your Home or allow visitors to bring such animals into your Home. This includes animals covered by The Dangerous Dogs Act 1991, The Dangerous Wild Animals Act 1976 or any other relevant legislation.

13.4 You must:

- be responsible for the care of your pet(s);

- comply with any legislation concerning the keeping and control of your pet(s);
- keep your dog(s) or other pet(s) under control at all times and not allow excessive barking or fouling by dogs on other people's Property or other nuisance behaviour;
- keep garden areas free of animal faeces and not allow your pet to foul shared areas; and
- not allow any pet(s) or animal(s) that you keep in the Property to cause a nuisance or annoyance to anyone living within the locality of your Property, including our employees, contractors, or agents; nor to allow intentional breeding of animals. (See clause 9.3 Running a business from Home).

13.5 In the event that your pet(s) or animal(s) cause(s) any nuisance or annoyance to anyone living in the locality of your Home, or cause(s) damage to the Property, our permission will be withdrawn. If this happens, you must remove the pet(s) from your Home. If you fail to do so, we will take legal action and you will be liable for any resulting costs.

## **14 Vehicles and parking**

14.1 You, your household or visitors must comply with the following obligations:

- you are expected to park your vehicle correctly and with consideration to others;
- you must not park any vehicle anywhere on the Property unless the Property has a garage or hard-standing that we have previously approved;
- you must not park any boats, trailers, caravans, motor Homes, mobility scooters or similar on any part of the Property without our prior written consent (we will not unreasonably withhold this);
- you must not park or leave any vehicle on Council land other than in an area set aside for parking (you will need our written permission to park or leave any trailer, caravan, boat, motor Home, mobility scooter or similar);
- you must not park a vehicle which is untaxed, un-roadworthy and not insured on the Property or on any other Council-owned land;
- vehicles must not exceed 2000kg unladen weight;
- you must not carry out repairs to any vehicle, other than reasonable maintenance, on any Council-owned land, including your Home;
- you must not keep any motor vehicles (for example a motorcycle or moped) inside the Property, or in any indoor or shared communal area.
- You, your household or visitors must not park anywhere which may obstruct access to other properties in your locality or obstruct access for any Emergency Services.

## **15 Repairs and maintenance**

## **16 Our responsibilities as a Landlord**

### **16.1 We must keep in repair:**

- the structure and exterior of the Property, including chimneys (not including sweeping), roofs, gutters and external pipes, outside walls and doors, window frames, paths, steps and other means of access; internal walls, floors, ceilings, doors and door frames and skirting boards;
- service installations where originally fitted or adopted by the Council, such as those provided for the supply of water, gas, electricity, and sanitation including basins, sinks, baths and toilets and installations for room and water heating. Communal TV aerials, hard wired smoke detectors and other installations provided by the Landlord;
- and decorate the outside of your Home in accordance with our programmed cycle for such work; (any communal parts of the building will be treated in the same way); and
- communal areas such as hallways, stairways and other common parts.

### **16.2 Further details are available in your Repairs Handbook.**

### **16.3 We will not be liable for any of the above if:**

- the repair becomes necessary because you or members of your household or your visitors damage these items, whether by accident or deliberately;
- We are not liable for repairs that are the responsibility of the previous Tenant where you have undertaken a mutual exchange.

### **16.4 Details of repairs and examples of priorities for repairs are shown in our Repairs Handbook, together with details on how to request a repair.**

## **17 Access to your Home**

**17.1** We require reasonable access to your Home and outside areas to carry out repairs, periodic inspections or improvement work. We will give you at least 24 hours' notice. You should ask all callers for official identification before you allow them access to your Home. If in doubt, contact our offices or the police.

**17.2** In an emergency, you must give us immediate access to the Property. Notice is not required where any delay in obtaining access could result in personal injury to people or damage to the Property or to other properties.

Examples of cases where immediate access is required include:

- burst pipes and flooding;
- gas leaks; and
- structural instability.

17.3 If no one is at the Property when an emergency occurs, we will try and contact you by all means available to us, however if this is unsuccessful we reserve the right to force entry to the Property to rectify the issue. We will repair any damage we cause when we enter your Home and we will make the Property secure against unauthorised entry.

17.4 There are situations where we as the Landlord will require access to your Home in order to fulfil our legal obligations. In these situations, you are required to allow authorised Council employees, agents and contractors access to your Home. If you do not allow access to your Home, we may take legal action against you and you will be responsible for the costs of this process.

17.5 This includes the servicing of gas, solid fuel, electrical systems and other appliances that we have installed and maintain.

17.6 We as the Landlord have a responsibility to carry out safety checks and routine repairs before re-letting a Property. Therefore, if you are moving from your Home you must let us have reasonable access to carry out a 'pre-vacation' inspection before you leave, to carry out minor repairs and to show prospective Tenants around the Property.

## **18 Major repairs and redevelopment**

18.1 We may require possession of your Home if we need to carry out major work or if we need to redevelop the site. In such circumstances, we as Landlord have a legal right to possession. However, we will offer you suitable alternative accommodation. In addition, we will usually give you some form of compensation or assistance with removal costs, depending on your circumstances. Your move may be permanent or temporary.

## **19 Right to repair scheme**

19.1 Under the right to repair scheme we have a duty to carry out certain qualifying repairs within a specific time period. These repairs are defined as something that may affect the health, safety or security of the occupying Tenant. Where we have not completed the repair within the specified time period, you have the right in certain circumstances to claim compensation. For further information about this, please see your Repairs Handbook.

## **20 Your responsibilities as a Tenant**

20.1 You are responsible for maintaining in good condition the paintwork, wall coverings and all other forms of internal decoration.

- 20.2 You must report to us promptly any disrepair or defect which you are aware of and which it is our responsibility to repair.
- 20.3 You must give all authorised Council employees, agents or contractors reasonable access to your Home to inspect or carry out repairs or improvements.
- 20.4 You are responsible for carrying out minor repairs to your Home. This includes, but is not limited to:
- plumbing in domestic appliances such as washing machines, fittings such as WC seats, covers, hinges, chains and handles, plugs and chains to baths, basins and sinks and items such as curtain rails, blinds, shelves, doorbells, clothes-lines, minor superficial plaster cracks and any such fittings or structures not installed by us. You can find further examples in your Repair Handbook.
  - lost keys, replacement locks and the costs of gaining access to the Property (except where a crime number is provided).
  - annually sweeping all chimneys that you use in the Property. If the chimney flue is defective or blocked in any way you must report this to us without delay
  - any maintenance work that may be necessary because you have not had the chimney properly swept, (we have the right to recharge you if we have to carry this work out);
  - maintaining any appliance not provided nor adopted by us. If there is a heating appliance that was neither fitted nor adopted by us it is your responsibility to have it serviced and safety checked annually by an approved registered contractor and to obtain a service certificate. If you have failed to carry out an annual service of the appliance, we reserve the right to service the appliance and recharge you.
  - annually sweeping all chimneys that you use in the Property. If the chimney flue is defective or blocked in any way you must report this to us without delay

## **21 Recharges**

- 21.1 You must pay for any repair or replacement of items if the damage has been caused as a result of neglect, misuse or accidental damage caused by you, your household or visitors.
- 21.2 If, when requesting a repair, you intentionally give incorrect information to the call centre to increase the priority, we reserve the right to recharge you.
- 21.3 We reserve the right to carry out any repair that is your responsibility if it has not been put right by you within a reasonable period of time of it being brought to your attention and to recover the full costs. Reasonable time will depend upon the severity and nature of the repair due.

## **22 Insurance**

- 22.1 As the Landlord, we have a responsibility to insure the structure of the building and any fixtures and fittings that belong to us. You are responsible for insuring your contents and personal effects such as your furniture, belongings, carpets or decorations, which remain your responsibility. We strongly advise you to take out your own Home contents insurance cover.
- 22.2 You, your household or visitors must not do anything that may invalidate the insurance of the Property against fire or otherwise increase the premium for the insurance.

## **23 Moving to another Council or Housing Association Home.**

- 23.1 You have the right to request a transfer to alternative accommodation under certain conditions. We will not normally allow you to transfer to another Property owned by us if,
- you are in arrears with your rent or other charges;
  - you have made improvements or alterations to the Property; or
  - you have caused anti-social behaviour and have been served with a 'Notice of intent to seek possession', or your tenancy has been demoted.
- 23.2 You have the right to apply to exchange your Property with another Tenant of this Council, another Council or a housing association if you comply with certain conditions; but you must first obtain our written permission.
- 23.3 When you exchange a Property, you have to accept it in its current condition. We have a responsibility to carry out a safety check but any damage caused by neglect; misuse or unauthorised substandard work becomes your responsibility as the exchanging Tenant. You are also responsible for both approved and unauthorised improvements and alterations carried out by the previous Tenant.

## **24 Rights to succession**

- 24.1 When a sole tenant dies the tenancy may pass to their spouse or civil partner or to an individual living with a sole tenant as their partner or civil partner provided that there has not been a previous right to succession or assignment and provided that the spouse, partner or civil partner had been living in the Property as their only or principal Home.
- 24.2 When a joint tenant dies, the tenancy will pass to the other joint tenant and this will count as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving husband or wife).



- 24.3 The person who succeeds to the tenancy becomes responsible for any outstanding rent arrears on the Property. A person succeeding to a flexible tenancy will become a flexible tenant for the remainder of the fixed term.
- 24.4 If there is no right to succession, the surviving person will receive guidance relating to their housing options.

## **25 Assignment of tenancy**

25.1 Assignment is when you pass or transfer the rights of your flexible tenancy in full to somebody else, where allowed by the Housing Act 1985. Assignment of a flexible tenancy is not allowed in law except in limited circumstances these are by way of:

- court order;
- mutual exchange; or
- to a qualifying successor.

25.2 An unauthorised assignment is a breach of tenancy and we will take legal action against any persons who may be unlawful occupiers or Tenants without security of tenure. You will be liable for any costs associated with such action.

## **26 Solar Panel System.**

26.1 Paragraphs 27 to 29 are express terms of your tenancy if Solar Panels have been installed at the property.

## **27 General Terms relating to the Solar Panel System**

- 27.1 We or the Provider may retain the Solar Panel System at the property.
- 27.2 During the FIT Period, the Solar Panel System belongs to the Provider and is not part of the property.
- 27.3 We or the Provider may connect the Solar Panel System into and use the existing electrical system within the property.
- 27.4 The Provider is exclusively entitled to the benefit of the Feed in Tariff (FIT).
- 27.5 Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
- 27.6 Any electricity that you do not use will be exported to the national grid for the sole benefit of the Provider.
- 27.7 The part of the Solar Panel System known as the inverter may use a small amount of electricity from the electricity supply in the property and you will not charge us or the Provider for that electricity.

- 27.8 We or the Provider may at any time alter the Solar Panel System or remove it from the property either permanently or for a period of time.
- 27.9 Our obligation in this Tenancy Agreement to repair service installations for the supply of electricity does not include an obligation to maintain or repair the Solar Panel System.
- 27.10 In the event of the Solar Panel System or any part thereof failing and being uneconomic to repair or replace the Solar Panel System can be left in situ until such time as it is economic to repair or replace or the Solar Panel System is removed.
- 27.11 The amount of free electricity that the Solar Panel System may generate and which may be used by you may vary and that neither we or the Provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:
- us or the Provider carrying out repairs, works or alterations to the Solar Panel System or removing it from the property;
  - us carrying out repairs, works or alterations to the property;
  - the weather, season or other factors beyond our control or the control of the Provider;
  - the age of the Solar Panel System (solar panels may become less efficient with age);
  - the Solar Panel System or any part thereof failing and being uneconomic to repair or replace; or
  - any other reason.
- 27.12 In the event that you apply to exercise your right to buy the property and you wish to continue to receive the electricity generated by the Solar Panel System you should let us know so that we can advise the Provider. The Provider may offer to enter into a contract with you under which you allow the Solar Panel System to remain at the property and in return you will still get free electricity from the Solar Panel System.

## **28 Our obligations relating to the Solar Panel System**

- 28.1 We will tell you if the Solar Panel System is going to be removed by us or by the Provider.
- 28.2 We will take reasonable steps to ensure that, subject to clauses 27.8 and 27.10 above, the Provider keeps the Solar Panel System in good repair and working order during the FIT Period.

## **29 Your obligations relating to the Solar Panel System**

- 29.1 You will allow us or the Provider (and our or the Provider's employees or contractors acting on our or the Provider's behalf) access at reasonable times and subject to reasonable notice to maintain, repair, replace or undertake other works to or inspect the condition of the Solar Panel System and to take

meter readings (the inverter is usually installed in your loft space which means that we or the Provider may need access to your loft space from time to time).

- 29.2 You will not cause any damage to or interfere with the Solar Panel System (including any cables serving the same) and pay us or the Provider any reasonable costs incurred by us or the Provider in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to the property.
- 29.3 You will make sure that no trees or vegetation at the property grow to overshadow the Solar Panel System.
- 29.4 You will make sure that nothing is constructed or erected at the property, which overshadows the Solar Panel System.
- 29.5 You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of the property to which the Solar Panel System is attached or in which it is contained.
- 29.6 You agree to use the electricity generated by the Solar Panel System for personal domestic use only, not to store any electricity generated by the Solar Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.

### **30 Right to buy**

- 30.1 As a flexible Tenant you may have the right to apply to buy your Home, subject to conditions. Certain properties, such as sheltered Homes, or adapted properties, may be exempt. Time spent under an Introductory Tenancy may be included in your qualifying period for your Right to Buy. For further information on the 'Right to Buy' scheme please refer to the Tenant Handbook.

### **31 Your ability to end your tenancy**

- 31.1 You must give us **at least** four weeks' written notice when you wish to end your tenancy. We will charge you the full total weekly rent throughout the notice period.
- 31.2 If you are a joint tenant, all joint tenants are required to end the tenancy by giving four weeks' written notice; this will need to be presented in a 'Notice of Termination'.
- 31.3 The tenancy will only come to an end on the date given in your notice if your notice is valid and if you are not in breach of any of the terms of your tenancy agreement. Amongst other things therefore, you must comply with the conditions set out in paragraph 32 of this Agreement on vacating the Property.

If you are in breach of any of the terms of your tenancy, the tenancy will not be terminated and you will continue to be liable for rent and the other obligations under this agreement.

- 31.4 In the event of your death, your executor or personal representative must notify us in writing and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate may incur further costs against your estate including any unpaid rent.

## **32 Vacating the Property**

32.1 When you vacate the Property you must:

- give us vacant possession;
- pay all the total rent and other charges due up to the date of the end of your tenancy;
- ensure all utility bills such as gas, electric and water have been paid;
- return all keys for lockable doors and windows of the Property, including communal door keys/fobs, to our offices on the day that you leave the Property by no later than 12 noon. If you do not return the keys by this date and time you will be charged the cost of replacing the keys and locks of the Property, as well as a further week's rent;
- return all gas and electric meter cards (you should do this at the time of returning your keys);
- provide us with your new address and contact number;
- remove all your furniture and personal belongings from the Property unless previously agreed by us. If you leave any items at the Property we reserve the right to dispose of these and charge you for this service;
- remove all rubbish from both inside and outside the Property, including the storage areas, lofts and gardens;
- leave the Property in a clean and tidy condition (if we have to carry out any further cleaning to the Property we reserve the right to charge these costs to you);
- remove any greenhouse, garage, shed, etc, that you have erected in the garden unless you have agreed with us to leave it at the Property;
- ensure that any damaged or missing fixtures and fittings are replaced. If you fail to comply with this condition we will recharge you any reasonable costs incurred in replacing or repairing the damaged or missing item(s);
- ensure that any lodger or subtenant leaves the Property at the same time as you; and
- ensure that no animals or pets are left at the Property

## **33 Ending the tenancy at the end of the Fixed Term**

33.1 Your right to occupy the Property under this agreement is a right granted for the Fixed term only. Provided we have not sought possession of the property from you, you have the right to occupy the Property during the Fixed Term of the flexible tenancy.

33.2 Not less than 6 months before the end of the flexible tenancy, we will consider whether we should grant you a new tenancy. If we do decide not to grant a new tenancy we will give you six months' notice of this before the end of the flexible tenancy. We will notify you of the reasons for that decision and inform you about your rights to request a review within 21 days of notification. If you do not request a review in time or the original decision is confirmed the Council will require possession at the end of the flexible tenancy and will pursue a possession order if required.

#### **34 Ending the tenancy during the Fixed Term**

34.1 We may forfeit the flexible tenancy in any of the following circumstances:

- if any total weekly rent, including service charges, is unpaid for 7 days after it became due, whether formally demanded or not; or
- if there has been a breach of any of your other obligations in this agreement or any of those obligations have not been performed; or
- in any of the circumstances amounting to a ground for possession set out in the Housing Act 1985 as it may be amended from time to time; or
- if you cease to occupy the property as your only or principle home.

34.2 You shall be liable to pay all reasonable legal and other professional costs incurred by us in preparing and serving any notice on you in contemplation of forfeiting this agreement.

#### **35 Consultation and information**

35.1 You have the right to be consulted over any major changes in housing management, maintenance and improvement works affecting your Home and your tenancy. We will consider your views, including carrying out any statutory consultation, before putting the changes into effect. We will consult Tenants individually and through Tenant Representatives and any changes as a result of consultation will be notified in writing to Tenants. You have the right to be a member of a Tenant Group.

35.2 You have the right to manage your neighbourhood, subject to certain criteria. Tenant management organisations (TMOs) can take on responsibilities for housing management provided they have followed the appropriate regulations and guidance. Please contact Housing Services for more information about this.

- 35.3 You have the right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on Tenant consultation, housing allocation transfers and our performance as a Landlord.
- 35.4 You have the right to see the information we keep on your tenancy file about you. Your access to this information will be subject to current regulations. Information will be made available within reasonable timescales. Charges may apply for copies of any documents.

## **36 Data Protection Act 1998**

- 36.1 We will process personal information in connection with the tenancy in accordance with the Data Protection Act 1998.
- 36.2 You agree that we may use any information you have provided to us about you and your household for housing management purposes in connection with this tenancy.
- 36.3 We also share information with other relevant agencies. These may include:
- tracing agencies or debt collection companies where you have permanently left the Property owing rent and we are seeking recovery;
  - Right to Buy enquiries when we have to provide Tenant contact details to the Valuers; and
  - repairs contractors where we need to provide Tenant contact details.

## **37 National Fraud Initiative**

- 37.1 We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud, if we are requested to do so.

## **38 Contract rights for third parties**

- 38.1 A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **39 Customer Service and Complaints**

- 39.1 Customer service – we aim to provide the highest possible standards of service. If you would like more information about the standards you can expect, you can find them in your Tenant Handbook. You can also find details of these on our website [www.middevon.gov.uk](http://www.middevon.gov.uk) or phone 01884 255255

39.2 Complaints procedure – we must deal with any complaints about our service effectively and speedily and as a landlord we operate a complaints procedure in accordance with the requirements of the Housing Ombudsman Service.

39.3 If you feel that we have not met our obligations under this agreement, we would urge you to use our complaints procedure, details of which can be obtained from our offices or online at [www.middevon.gov.uk](http://www.middevon.gov.uk) or phone 01884 255255.

**Declaration**

This Tenancy Agreement is accepted subject to the terms and conditions that I/we have read and understood. I/We understand that I/we may lose my/our home if I/we fail to comply with the terms and conditions of this Tenancy Agreement.

I/We acknowledge that before the tenancy was granted I/we was/were served with a notice stating the tenancy would be a flexible tenancy. A copy of the notice is attached hereto

Signed ..... (the tenant)

Print name .....

Signed ..... (the tenant)

Print name .....

*For and on behalf of Mid Devon District Council*

Signed .....

Print name .....

Date .....