



## Secure and Introductory 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 .....

Start date of **secure** tenancy (if it applies) .....

Start date of **introductory** tenancy (if it applies) .....

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

Rent £ every week

Service Charge £ every week

£

£

£

Total Charges £ every week

	<b>Page</b>
1 <b>Definition of terms</b>	4
2 <b>Serving Notice</b>	4
3 <b>Terms and condition of tenancy</b>	5
4 <b>Introductory tenancy and secure tenancy</b>	5
Introductory tenants	
Secure tenants	
5 <b>Rents and charges</b>	7
6 <b>Community obligations</b>	8
Nuisance and anti-social behaviour	
Illegal activities	
Domestic violence and abuse	
7 <b>Using your home</b>	10
Condition of your home	
Communal areas	
Gardens	
Animals and pets	
Vehicles and parking	
8 <b>Repairs and maintenance</b>	13
Our responsibilities as a landlord	
Access to your home	
Major repairs and redevelopment	
Right to repair scheme	
Your responsibilities as a tenant	
Recharges	
Insurance	
9 <b>Improvements and alterations</b>	16
Right to compensation for improvement	
10 <b>Moving to another Council or Housing Association home</b>	18
11 <b>Right to succession</b>	19
12 <b>Assignment of tenancy</b>	19
13 <b>Right to buy</b>	19
14 <b>Ending your tenancy</b>	20
15 <b>Vacating the property</b>	20
16 <b>Consultation and information</b>	21
Data Protection Act 1998	
National Fraud Initiative	
Contract rights for third parties	
17 <b>Customer service and complaints</b>	22
<b>Declaration and signatures</b>	23

## 1 Definitions of terms used in this Tenancy Agreement

Definition:	Meaning:
“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” 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 any parts 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 will not evict you without a court order.
“Locality”	The area around your home that includes the road, street or estate where your home is located.
“Subletting”	When someone pays you rent to live in the property and has exclusive rights to part of your home.

## 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:

Director of Community 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. All conditions contained in this agreement apply to all tenancy types that are shown below unless it is otherwise stated.

This Tenancy Agreement defines the rights and responsibilities for the following types of tenancy: Introductory and secure tenancies.

### **4 Introductory tenancy and secure tenancy**

**4.1** This agreement gives you the right to live in the property to which you have signed up. As a landlord we will not interfere with this right unless any of the following apply:

- (i) you breach any of the conditions in this agreement;
- (ii) you stop using this property as your only or main home;
- (iii) you have given false information to get your tenancy;
- (iv) we, as the landlord need to carry out redevelopment or demolition work;
- (v) the property has been adapted to meet a person's special needs and nobody in your household has these needs (if we repossess your home for this reason we must offer you alternative accommodation); or
- (vi) there are reasons (called 'grounds for possession') as set out in the 1985 Housing Act as amended by the Housing Act 1996 or any other grounds introduced by future legislation.

**4.1.2** Introductory and secure tenants have the following rights:

- right to repair;
- right to succession;
- right to assignment;
- right to consultation and participation; and
- right to information.

In limited circumstances introductory tenants can also apply for the right to improve their home, where there are health and safety issues. This is subject to our written consent. See section 9 Improvements and alterations.

- 4.1.3** If you are an introductory or secure joint tenant, your rights and obligations cannot be split or shared between you. If one of you breaches the terms of your Tenancy Agreement it affects all of the joint tenants signed up to this agreement.
- 4.1.4** The tenancy includes your use of the communal areas for all proper purposes in connection with your use and enjoyment of the property.
- 4.1.5** There are grounds under the Housing Act 1996 (as amended by the Homelessness Act 2002) on which you may not automatically be re-housed if you are evicted because of rent arrears, anti-social behaviour, or any other breach of this agreement.

## **4.2 Introductory tenants**

- 4.2.1** Unless you are transferring from a secure tenancy or certain other types of tenancy, you will start your tenancy as an introductory tenant. This does not give you all the rights of a secure tenancy.
- 4.2.2** Your introductory tenancy will last for a trial period of 12 months. If, during your introductory tenancy, you breach the conditions that apply to you in this Tenancy Agreement, we can take action to either extend your trial period by a further six months, or end your tenancy by getting a court order.
- 4.2.3** If you do not break any of the tenancy conditions during this time, you will automatically become a secure tenant on the date written on the Tenancy Agreement (or if this has been extended by a further six months, at the end of the extended trial period of 18 months).
- 4.2.4** If, during the trial period, we decide to seek possession by issuing court proceedings the tenancy will remain introductory until the court proceedings have been finally determined.
- 4.2.5** Your responsibilities are the same as those for a secure tenant and are contained within this Tenancy Agreement. However, as an introductory tenant your rights differ from those of secure tenants.

## **4.3 Secure tenants**

- 4.3.1** Secure tenants have the following rights, which do not apply to introductory tenancies (written consent may be required before exercising these rights):
- the right to apply to buy your home;
  - the right to apply to exchange your home with another tenant;
  - the right to take in lodgers;
  - the right to apply to sublet part of your home;
  - the right to apply to make improvements and apply for compensation for improvements to your home (introductory tenants have some discretionary improvement rights);
  - the right to vote in a ballot to transfer to a different landlord.

## 5. Rents and charges

- 5.1** Your total weekly charges include rent and other charges specified in this agreement. We work out these charges over a 48-week period to determine your rent. No rent or 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.
- 5.1.2** You are responsible for paying all of your rent and other charges (such as service charges) on time. Your rent and charges are 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.**
- 5.1.3** Your rent and charges may include service charges. These are payments or charges for additional services you receive. The charges are included in your total weekly payment 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.
- 5.1.4** We may increase or decrease your rent (and other charges such as service charges) from time to time – usually once a year. We will advise you in writing at least four weeks before any change takes place.
- 5.1.5** If you do not pay your rent or charges we can go to court to seek permission to evict you from your home. If you have any difficulty in paying your rent or charges you must contact us immediately and make arrangements to pay.
- 5.1.6** If you fail to make arrangements to pay your rent and charges, 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.
- 5.1.7** If you are joint tenants you are each responsible for all the rent, charges and for any arrears. We as the landlord can recover all arrears from either of the joint tenants.
- 5.1.8** 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 charges.
- 5.1.9** 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.
- 5.1.10** 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.

- 5.1.11** 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.
- 5.1.12** 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.
- 5.1.13** 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**.

## **6 Community obligations**

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.

We will seek an eviction where we can provide evidence that will convince the court that such action is reasonable in the circumstances.

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

- 6.1.2** 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.
- 6.1.3** 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.
- 6.1.4** You, your household or visitors must not (or allow others to) do any of the following:
- (i) breach the terms of your tenancy;
  - (ii) do anything which causes or is likely to cause a nuisance, annoyance, alarm or distress to anyone in the locality;
  - (iii) 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;
  - (iv) do anything which interferes or is likely to interfere with the peace, comfort, safety or convenience of anyone living in the locality;

- (v) you must not inflict violence or threaten violence against anyone living with you;
- (vi) harass, intimidate, verbally abuse, physically abuse, use violence or threaten to use violence towards our staff, contractors, or agents;
- (vii) 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
- (viii) 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).

## **6.2 Illegal activities**

**6.2.1** 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, selling or dealing in any illegal or controlled drugs or storing or handling stolen goods or vehicles.

**6.3** In the event that you, your household, or visitors do any of the actions covered by clauses 6.1- 6.2.1, we will consider this to be a serious breach of the tenancy conditions and will take appropriate legal remedies against those causing the problem. These include working with the police and courts to take legal action to obtain an Injunction, Anti-Social Behaviour Order, Demotion Order or Possession Order to evict you from the property. We will seek to recover the cost of taking legal action against you.

**6.4** A Demotion Order will have the effect of changing a secure tenancy to a demoted tenancy for a period of one year. If your tenancy is demoted you will lose the following rights:

- security of tenure;
- the right to take in lodgers or sublet the property;
- the right to apply to improve the property;
- the right to apply for a transfer or exchange the property with another tenant;
- the right to assign the tenancy; and
- the right to apply to buy the property.

**6.5** We will co-operate with the police in seeking Closure Notices where the use, supply or production of any prohibited drug (as defined by statute) occurs in a Council property.

## **6.6 Domestic violence and abuse**

**6.6.1** 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.

## **7 Using your home**

- 7.1** You must always occupy the property as your main home.
- 7.1.2** You must not allow the property to become overcrowded. The permitted number is shown on your Tenancy Agreement (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).
- 7.1.3** 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.
- 7.1.4** You must tell us if you leave your home for a period of more than one month. You must provide a contact address in writing and a return date.
- 7.1.5** If at any time we have evidence that you have abandoned your property we will automatically end your tenancy. In these circumstances we reserve the right to charge you four weeks' full rent and any additional charges for the costs of all repairs and replacements that we consider necessary. If you abandon your property you may not be entitled to another Council property.

The following clauses 7.1.6 and 7.1.7 apply to secure tenants only:

- 7.1.6** A secure tenant has the right to take in lodgers without our permission but you must make sure this does not make your home overcrowded and you must inform us within seven days. If you receive Housing and/or Council Tax Rebate you must also tell the Council's Housing Benefit and Council Tax Rebate Service without delay.
- 7.1.7** A secure tenant has the right to sublet part of the property, but must first obtain our written consent. You cannot sublet all of the property and live somewhere else.

## **7.2 Condition of your home**

- 7.2.1** You, or 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.
- 7.2.2** You are required to:
- (i) provide a smoke-free environment when employees and contractors are visiting or working in your home;
  - (ii) 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;
  - (iii) arrange for bulky household items to be disposed of properly;

- (iv) 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 'Repair and maintenance' Section 8);
- (v) 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.

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

## **7.3 Communal areas**

**7.3.1** 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.

**7.3.2** You or anyone living in the property must not do the following, or allow others to do any of the following:

- (i) block the communal areas (e.g. hallways, landings and stairwells);
- (ii) litter, dirty or allow any pet to foul communal areas;
- (iii) store harmful, inflammable or explosive materials in the property, garden, communal area, sheds or storage areas;
- (iv) throw anything or allow anything to fall from any windows, balconies or communal areas;
- (v) 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
- (vi) smoke in enclosed communal areas.

## **7.4 Gardens**

**7.4.1** You, or any other person living in the property, must:

- (i) keep your garden in a well maintained condition (this includes cutting the grass and trimming hedges);
- (ii) ensure that any hedges do not grow more than two metres high;
- (iii) ensure that plants, trees, boundary hedges or large shrubs, do not become dangerous or overgrown, cause nuisance to your neighbours or damage to property;
- (iv) 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;
- (v) 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

- (vi) not do anything to encourage pests or vermin into the property or any communal or garden areas.

**7.4.2** You must obtain written permission from us (we will not unreasonably withhold permission) before you, or any other person living in the property wish to do any of the following:

- (i) place, build or erect any greenhouse, garage, shed, patio, decking, aviary, fencing, conservatory, pigeon-loft, fishpond, pool or similar structure in your garden area or anywhere in the property. (It is your responsibility to ensure that you have also obtained all necessary legal consents including planning permission and that you comply with building regulations. You will need to send us copies of any permissions that are necessary);
- (ii) place, build or erect any gate or barrier across a communal path;
- (iii) remove any trees, shrubs, hedges or fences or plant new hedges;
- (iv) replace or erect fencing. Where we allow fencing, it should be no higher than one metre at the front or two metres at the back of the property.

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

## **7.5 Animals and pets**

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

**7.5.2** 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.

**7.5.3** 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.

**7.5.4** You must:

- (i) be responsible for the care of your pet(s);
- (ii) comply with any legislation concerning the keeping and control of your pet(s);
- (iii) 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;
- (iv) keep garden areas free of animal faeces and not allow your pet to foul shared areas; and
- (v) 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 7.1.3 Running a business from home).

**7.5.5** 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.

## **7.6 Vehicles and parking**

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

- (i) you are expected to park your vehicle correctly and with consideration to others;
- (ii) you must not park any vehicle anywhere on the property unless the property has a garage or hard-standing that we have previously approved;
- (iii) 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);
- (iv) 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);
- (v) you must not park a vehicle which is untaxed, un-roadworthy and not insured on the property or on any other Council-owned land;
- (vi) vehicles must not exceed 2000kg unladen weight;
- (vii) you must not carry out repairs to any vehicle, other than reasonable maintenance, on any Council-owned land, including your home;
- (viii) you must not keep any motor vehicles (for example a motorcycle or moped) inside the property, or in any indoor or shared communal area.

**7.6.2** 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.

## **8 Repairs and maintenance**

### **8.1 Our responsibilities as a landlord**

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. We must take care to keep in repair the communal areas such as hallways, stairways and other common parts.

Further details are available in your Repair Handbook.

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

- (i) the repair becomes necessary because you or members of your household or your visitors damage these items, whether by accident or deliberately;
- (ii) an installation, alteration or improvement was not part of the property at the start of the tenancy, nor was later provided by us as the landlord.

**8.1.2** We are not liable for repairs that are the responsibility of the previous tenant where you have undertaken a mutual exchange.

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

## **8. 2 Access to your home**

**8.2.1** 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.

**8.2.2** 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.

**8.2.3** 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.

**8.2.4** 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.

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

**8.2.5** 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.

### **8.3 Major repairs and redevelopment**

**8.3.1** 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.

### **8.4 Right to repair scheme**

**8.4.1** 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.

### **8.5 Your responsibilities as a tenant**

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

**8.5.2** You must report to us promptly any disrepair or defect which you are aware of and which it is our responsibility to repair.

**8.5.3** You must give all authorised Council employees, agents or contractors reasonable access to your home to inspect or carry out repairs or improvements.

**8.5.4** You are responsible for carrying out minor repairs to your home. This includes, but is not limited to:

- (i) 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.
- (ii) lost keys, replacement locks and the costs of gaining access to the property (except where a crime number is provided).

- (iii) 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.
- (iv) 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);
- (v) 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.

**8.5.5** You are responsible for repairing or renewing any items associated with extensions, improvements or alterations that you have carried out. See section 9 Improvements and alterations.

## **8.6 Recharges**

**8.6.1** 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.

**8.6.2** 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.

**8.6.3** 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.

## **8.7 Insurance**

**8.7.1** 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.

**8.7.2** 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.

## **9 Improvements and alterations**

This applies to secure tenants. As a landlord we also give introductory tenants a discretionary right to apply for permission to carry out alterations.

**9.1** Secure tenants cannot make improvements, alterations or structural changes unless we give prior permission in writing (we will not unreasonably withhold permission).

Examples of improvements include:

- any structural changes or alterations to the property including the removal or replacement of any walls, the building of any parking space, garage, hard standing, patio, driveway, conservatory or similar structure;
- any erection of outbuildings, sheds, greenhouses, fencing, the replacement of a kitchen or bathroom suite, as well as any other internal or external alterations;
- the fitting of an aerial or satellite dish to the property; and
- any electrical, gas or heating installations or alteration including additional electrical circuitry (for example, showers, cookers or additional sockets). Where you have fitted heating appliances you are responsible for servicing and carrying out safety checks. See clause 8.5.4 (v) in Repairs and maintenance.

**9.1.2** Introductory tenants cannot make improvements, alterations or structural changes unless there is a health and safety issue and we give prior permission in writing, which is at our complete discretion.

**9.1.3** You must make all applications for our permission **in advance and in writing** and you must support this with diagrams, drawings or plans as appropriate.

**9.1.4** Our permission for a tenant to make improvements, alterations or structural changes may be subject to reasonable conditions, which we will set.

**9.1.5** If you carry out your own improvements, alterations or structural changes with our prior permission you may have the right to compensation when you leave. Once you carry out improvements, alterations or structural changes to your home, these become part of it and must be left when you leave unless we agree otherwise.

**9.1.6** All improvements, alterations or structural changes are subject to reasonable conditions. We will not unreasonably withhold permission but our permissions for alterations are made on the condition that:

- (i) you do not owe money to the Council;
- (ii) the work complies with Planning and /or Building Regulation Consents (you must provide copies of relevant permissions where necessary);
- (iii) the work is completed within an agreed timescale;
- (iv) the work is carried out by a qualified contractor with all electrical and gas works carried out by registered installers and copies of the relevant certificates provided;
- (v) you pay us for any extra work that may be necessary if the completed work is not of a good standard, or if it is unsafe or is a breach of any other regulation.

**9.1.7** If you do not meet the conditions, we reserve the right to withdraw our consent and we will require you to reinstate the property at your own expense or we will carry out the

work and charge the costs to you. If we refuse permission, we will give you our reasons in writing.

- 9.1.8** You are responsible for repairing and maintaining all improvements, fixtures and fittings that you or your household have had installed at the property.
- 9.1.9** If you make any unauthorised alterations or improvements you will be liable to return the property to its original condition. The cost of doing so will be your responsibility and if you do not carry out the work, we may do so and will recharge you.
- 9.1.10** Unless you otherwise agree with us, you must ensure that the property is returned to the Council's 'Vacation Standard' before you leave. See your Tenant Handbook.

## **9.2 Right to compensation for improvements**

(This applies to secure tenants only, except where introductory tenants have been granted permission to carry out alterations and they fulfil the conditions set out in the scheme). At the end of your tenancy you have the right to claim compensation from us for certain kinds of improvements that you have made to the property with our written permission. This applies to improvements that would normally form part of our 'duty to provide' and that were carried out after 1 April 1994.

## **10 Moving to another Council or Housing Association home.**

This applies to secure tenants only.

- 10.1.1** If you are a secure tenant, 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,
  - (i) you are in arrears with your rent or other charges;
  - (ii) you have made improvements or alterations to the property without our written consent; or
  - (iii) you have caused anti-social behaviour and have been served with a 'Notice of intent to seek possession', or your tenancy has been demoted.
- 10.1.2** A secure tenant may also be able to apply to exchange their 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.
- 10.1.3** 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.

## **11 Rights to succession**

**11.1** When a sole tenant dies the tenancy may pass to their spouse, civil partner, or partner provided that there has not been a previous right to succession or assignment.

**11.1.1** 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).

**11.1.2** The person who succeeds to the tenancy becomes responsible for any outstanding rent arrears on the property. A person succeeding to an introductory tenancy will become an introductory tenant.

**11.1.3** If there is no right to succession, the surviving person will receive guidance relating to their housing options. We will give sympathetic consideration to those cases where the surviving person has been in residence for a long time or has special needs, but has no rights of succession.

## **12 Assignment of tenancy**

**12.1** Assignment is when you pass or transfer the rights of your secure tenancy in full to somebody else, where allowed by the Housing Act 1985. Assignment of a secure tenancy is not allowed in law except in limited circumstances (details are in your Tenant Handbook).

**12.1.1** 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.

## **13 Right to buy**

This applies to secure tenants only

**13.1** If you became a secure tenant after 18 January 2005 you have the right to apply to buy your home after five years, subject to conditions. If your secure tenancy was in existence before 18 January 2005 you will qualify after two years. Certain properties, such as sheltered homes, or adapted properties, may be exempt. Time spent in the armed forces 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.

## **14 Ending your tenancy**

**14.1** You must give us **at least** four weeks' written notice when you wish to end your tenancy. The written notice must end on a Sunday and all keys to the property must be returned to our offices by 12 noon at the latest, on the following Monday, or we reserve the right to charge you a further week's rent. We will charge you full rent throughout the notice period.

**14.1.1** If you are a joint tenant, any one of you can end the tenancy by giving four weeks' written notice; this will need to be presented in a 'Notice to Quit'. It will be for us to decide whether any of the other joint tenants will be permitted to stay in the property in these circumstances.

**14.1.2** Before ending your tenancy you must ensure that the property (including outbuildings, sheds and lofts) is left clean and free from furniture and possessions. You must leave all of our fixtures and fittings intact and in the same condition as they were as at the start of your tenancy with the exception of fair wear and tear. If you fail to do this, you may be charged for any costs incurred.

**14.1.3** In the event of your death, your next of kin or executor 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.

## **15 Vacating the property**

**15.1** When you vacate the property you must:

- (i) give us vacant possession;
- (ii) pay all the rent and other charges up to the date of the end of your tenancy. If you owe us money for rent and other charges when you leave the property, you must make arrangements with us to pay the debt;
- (iii) ensure all utility bills such as gas, electric and water have been paid;
- (iv) 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;
- (v) return all gas and electric meter cards (you should do this at the time of returning your keys);
- (vi) provide us with your new address and contact number;
- (vii) 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;
- (viii) remove all rubbish from both inside and outside the property, including the storage areas, lofts and gardens;
- (ix) 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);
- (x) 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;
- (xi) ensure that all the fixtures and fittings you have installed and which you are leaving at the property, with our consent, are in good working order;
- (xii) 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);

- (xiii) ensure that any lodger or sub-tenant leaves the property at the same time as you; and
- (xiv) ensure that no animals or pets are left at the property.

## **16 Consultation and information**

**16.1** 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.

**16.1.2** 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.

**16.1.3** 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.

**16.1.4** 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.

## **16.2 Data Protection Act 1998**

**16.2.1** We will process personal information in connection with the tenancy in accordance with the Data Protection Act 1998.

**16.2.2** 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.

**16.2.3** 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.

## **16.3 National Fraud Initiative**

**16.3.1** 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.

#### **16.4 Contract rights for third parties**

**16.4.1** 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.

#### **17 Customer Service and Complaints**

**17.1** 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

**17.1.2** 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 Commission for Local Administration in England.

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

**You are entering into a legal contract with us. If you do not understand anything in the agreement, you should contact us or obtain independent advice from a solicitor or the Citizens Advice Bureau.**

(Delete which one does not apply)

**Declaration for Introductory Tenancy**

I/We understand that this is an introductory tenancy which lasts for a 12-month trial period. I understand that if legal proceedings have not been started to end this tenancy during the trial period, I/we will become a secure tenant of Mid Devon District Council on ..... From that date I/we will have the same legal rights that all secure Council tenants enjoy.

I/We accept this introductory tenancy on the understanding that I/we must comply with the Council's terms and conditions of tenancy contained in this Tenancy Agreement, which I/we have read and understood. I/We further understand that the Tenants' Handbook does not form part of this Tenancy Agreement. I also understand that I have fewer rights than a secure tenant during the trial period and these have been explained to me.

Signed ..... (tenant)

Print name .....

Signed ..... (tenant)

Print name .....

**Declaration for Secure Tenancy**

This Tenancy Agreement is accepted subject to the terms and conditions which I/we have read and understood. I/We further understand that the Tenants' Handbook does not form part of this Tenancy Agreement

I understand that I may lose my home if I fail to comply with the terms and conditions of this Tenancy Agreement.

Signed ..... (the tenant)

Print name .....

Signed ..... (the tenant)

Print name .....

*For and on behalf of Mid Devon District Council*

Signed .....

Print name .....

Date .....