



HOUSING MANAGEMENT ADVISORY BOARD

To: Board Members Ali, Davis, Edwardes (Chair), Riley (Vice-Chair), Wright, Radford, Seaton and Brennan (For attention)

All other members of the Council
(For information)

You are requested to attend the meeting of the Housing Management Advisory Board to be held in Virtual Meeting - Zoom on Wednesday, 12th May 2021 at 4.30 pm for the following business.

Chief Executive

Southfields
Loughborough

4th May 2021

AGENDA

1. APOLOGIES
2. MINUTES OF THE PREVIOUS MEETING 3 - 9

To confirm the minutes of the meeting held on 24th March 2021.
3. DECLARATIONS OF INTEREST

All members will make a declaration at each meeting if they have an interest in any item of business on the agenda which would affect them more than tenants or residents of the ward(s) affected generally.
4. PETS POLICY 10 - 18

A report of the Head of Landlord Services.

5. THE EFFECT OF THE CHANGE IN THE COUNCIL'S POLICY ON BULK WASTE COLLECTION ON COUNCIL DWELLINGS 19 - 20
- A report of the Head of Landlord Services.
6. TENANCY POLICY
- A report of the Head of Landlord Services. **To Follow.**
7. DRAFT NEW TENANCY AGREEMENT 21 - 109
- A report of the Head of Landlord Services.
8. QUESTIONS FROM MEMBERS OF THE BOARD
- In accordance with the Board's decision members of the Board were asked in advance of this agenda being published whether they had any questions on matters within the remit of the Board that they wished to ask, for response at this meeting.
- On this occasion no questions were submitted.
9. WORK PROGRAMME 110 - 113
- A report of the Head of Landlord Services to enable the Board to review and agree its Work Programme.
10. EXEMPT INFORMATION
- It is recommended that members of the public be excluded from the meeting during the consideration of the following item on the grounds that it will involve the likely disclosure of exempt information as defined in Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 and it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
11. FUTURE ARRANGEMENTS FOR THE DELIVERY OF PLANNED WORKS, VOIDS AND ASSOCIATED WORKS
- An exempt report of the Head of Landlord Services, circulated to members of Board. **To Follow.**

HOUSING MANAGEMENT ADVISORY BOARD 24TH MARCH 2021

PRESENT: The Chair (T. Edwardes)
The Vice Chair (T. Riley)

Councillors Davis, Radford, Seaton and Brennan
Board Members Y. Ali and A. Davis.

Head of Landlord Services
Head of Strategic and Private Sector Housing
Landlord Services Manager
Democratic Services Officer (LS)
Democratic Services Officer (EB)

APOLOGIES: None

The Chair stated that the meeting would be recorded and the sound recording subsequently made available via the Council's website. She also advised that, under the Openness of Local Government Bodies Regulations 2014, other people may film, record, tweet or blog from this meeting, and the use of any such images or sound recordings was not under the Council's control.

32. MINUTES OF THE PREVIOUS MEETING

The minutes of the meeting of the Board held on 4th February 2021 were confirmed as an accurate record.

33. DECLARATIONS OF INTEREST

Councillor Brennan declared that whilst she was not a social tenant, she was a pet owner but that she approached the Pets Policy with an open mind.

Board member Mr Davis declared that he was a pet owner but that he approached the Pets Policy with an open mind.

34. PETS POLICY

The Head of Landlord Services submitted a report presenting the Board with the Council's Draft Pets Policy (item 4 on the agenda).

The Landlord Services Manager attended the meeting to assist with the discussion of this item.

The Board were advised that:

- (i) The Council did not have an existing policy on pet-ownership in Council Housing and there was a lack of sufficient detail in the tenancy agreement regarding pets and as such the tenancy agreement was open to interpretation in this regard. This policy was designed to increase

consistency in the Council's approach to pet ownership in Council properties in conjunction with the tenancy agreement.

- (ii) The policy had been put before Charnwood Housing Residents' Forum (CHRF) and changes had been made as a result.
- (iii) Under the policy social tenants must seek and obtain written permission to keep a pet.
- (iv) Some pets would not obtain permission such as dogs covered by the Dangerous Dogs Act 1991 and cockerels (the latter due to noise disruption). Additionally, pets used for commercial breeding purposes would not be allowed. Certain other pets would attract restricted pet permissions.
- (v) There was contention over pet ownership in sheltered accommodation between the benefits of those in sheltered accommodation having pets and their ability to look after them. Pets would not be allowed in sheltered accommodation unless there was direct access to open space.
- (vi) Existing pet owners would be allowed to keep their pets as long as they declared them to the Council, and they did not broadly violate the existing terms of the pets policy.

The board asked in regard to the exceptions to the limit of two pets whether the term 'aquarium' could be broadened to 'vivarium' so that small animals, particularly reptiles, that fared better in groups of larger than two, could be kept.

Action: The Landlord Services Manager would consider accommodating pets of that nature in the policy.

In response to questions from the board it was explained that:

- (i) Tenants were required to undertake conditions including cleaning up after pets and eliminating offensive smells. Action could be taken against tenants who failed to do this including community protection notices.
- (ii) Dangerous venomous animals were prohibited.

The board sought clarification on pets in non-sheltered accommodation that needed to go through communal areas to get outside.

Action: The Landlord Services Manager would provide clarification.

The Board raised concern that the policy could be changed without extensive consultation.

Further concern was raised that the two-pet limit was too restrictive and that often more than two pets could be kept without problems. It was further suggested that

having a blanket policy regarding existing pets had the potential to generate upset and concern and decrease trust in Landlord Services.

With regards to consultation, the Board were assured that any policy revision would go through a formal consultation process, first with officers, then with the CHRF, then with the Board and then with Cabinet. This policy would not eliminate consultation, but it would make consultation easier than it would have with the existing tenancy agreement.

The Board were further assured that a pragmatic approach was suggested in regard to existing pets and whilst action would be taken against those who wilfully breached the policy, action may not be taken against a tenant who owned more than two pets but in circumstances where there were no other causes for concern.

The Board raised concern that this approach may lead to anxiety amongst pet owners and accusations of double-standards. It was requested that the policy be worded in such a way that tenants were aware that the policy may be applied in cases where problems arose from pet ownership.

Action: The Landlord Services Manager would consider the wording of the policy.

The Chair requested that further queries and comments be sent to the Landlord Services Manager and considered at the next meeting of the Housing Management Advisory Board.

RESOLVED that the policy be further discussed at the meeting of the Housing Management Advisory Board on 12th May 2021

Reason

To allow the Board more time to consider and comment on the policy.

35. SHELTERED HOUSING REVIEW UPDATE

The Head of Strategic and Private Sector Housing gave a verbal report updating the Board on the Sheltered Housing Review (item 5 on the agenda).

The Board were advised that:

- (i) The Council had completed a review of the sheltered housing schemes, a Project Initiation Document was agreed, a Project Board set up. Consultation was held with residents of all the schemes to agree a Sheltered housing standard, which was approved by the Board. All schemes were assessed against the standard and the schemes prioritised.
- (ii) The review identified St Michaels Court as the Councils first priority, and after reviewing all options available concluded that refurbishment work alone could not deliver a scheme that met all the requirements of the Sheltered Housing Standard

- (iii) In March 2020 the Council held a meeting with residents of St Michaels Court to discuss the outcome of the review of their scheme.
- (iv) A timetable for the next steps was provided in the newsletter. Unfortunately, Covid-19 had impacted on these plans, making certain aspects of the project, such as surveys, impossible to undertake while maintaining social distancing requirements
- (v) However, during this time the Council had continued to work on the parts of the review that could be taken forward and had met with Planning colleagues to discuss the potential designs for the scheme. The plans being developed had considered the approved Sheltered Housing Standards and the significantly higher space and amenity standards required from a replacement scheme.
- (vi) A letter had been sent to residents to apologise for the delays in the works.
- (vii) Final plans have been submitted for planning advice, after which these would be taken to the Project Board for consideration. A meeting would then be held with residents to discuss the designs. It was hoped that this could be done face-to-face, but this would be dependent on Covid-19 restrictions.

The Board raised the importance of having a contingency plan given the uncertainty on when certain Covid-19 restrictions would be lifted and the need to find ways to work around restrictions should they continue. The Board further asked if there was a plan on when building work would start.

The Board were advised that a timeframe could not be provided until planning comments received and these had been presented to the Board. In regard to Covid-19 restrictions it was advised that the situation would need to be assessed as it unfolded, and it would need to be considered as to how best to provide information to residents.

Action: Head of Strategic and Private Sector Housing would circulate the Sheltered Housing Standard to the Board.

RESOLVED that the report be noted.

Reason

To acknowledge the Board's consideration of the matter.

36. THE EFFECT OF THE CHANGE IN THE COUNCIL'S POLICY ON BULK WASTE COLLECTION ON COUNCIL DWELLINGS

At the request of the Chair, this item was deferred to the meeting of the Housing Management Advisory Board on 12th May 2021.

The Board requested that should any more information on the issue become known during that time that it be supplemented to the report, particularly with respect to the 4-month implementation policy.

RESOLVED

1. that the item be deferred the meeting of the Housing Management Advisory Board on 12th May 2021.
2. That any new information be supplemented to the report.

Reason

1. To enable Board members who needed to leave the meeting early to have time to consider all items.
2. So that any new information could be considered by the Board.

Councillor Poland left the meeting during the consideration of this item.

37. QUESTIONS FROM MEMBERS OF THE BOARD

In accordance with the Board's decision at its meeting on 22nd March 2017 (HMAB Minute 24.1), members of the Board had been asked in advance of the agenda being published whether they had any questions on matters within the remit of the Board that they wished to ask, for response at this meeting.

On this occasion the Chair asked the following:

"Could the Board please consider which items within the Performance Pack they consider to be most relevant".

Action: The Board would consider the relevance of the individual items within the Performance Pack.

38. WORK PROGRAMME

The Board received a report of the Head of Landlord Services to enable the Board to agree its Work Programme (item 8 on the agenda).

Members of the Board could identify matters that they considered required looking at over the next few meetings of the Board, including any already listed on the Work Programme but not yet scheduled. Officers present could provide advice as to whether items might be appropriately considered at the time proposed.

Meeting dates for the remainder of the 2020/21 Council Year and for the 2021/22 Council Year were proposed to the Board.

RESOLVED

1. that the Board's Work Programme be updated to reflect all decisions made above and earlier in the meeting.
2. that the Board agree the following date for a meeting of the Board during the remainder of the 2020/21 Council Year (at 4.30pm):

Wednesday, 12th May 2021.

3. that the Board agree the following dates for meetings of the Board for the 2021/22 Council Year (all at 4.30pm):

Wednesday, 14th July 2021
Wednesday, 8th September 2021
Wednesday, 10th November 2021
Wednesday 12th January 2022
Wednesday 23rd March 2022
Wednesday 11th May 2022

4. that the Board reviews the information it wishes to receive in the Performance Information Pack.

Reasons

1. So that these items be considered by the Board.
2. To ensure that the information in the Work Programme is up to date.
3. The Terms of Reference of the Board state that the Board will agree a programme of meetings for the forthcoming year annually, on the basis of meetings taking place every two months.
4. A review of this matter has been requested by the Chair.

39. EXEMPT INFORMATION

It was resolved that members of the public be excluded from the meeting during the consideration of the item on the grounds that it involved the likely disclosure of exempt information as defined in Paragraphs 3 and 5 of Part 1 of Schedule 12A to the Local Government Act 1972, and the public interest in maintaining the exemption outweighed the public interest in disclosing the information.

At this point in the meeting the livestream was switched off.

40. FUTURE ARRANGEMENTS FOR THE DELIVERY OF PLANNED WORKS, VOIDS AND ASSOCIATED WORKS

An exempt Cabinet report of the Head of Landlord Services was considered (Exempt item 10 on the Agenda).

The Head of Landlord Services attended the meeting to assist with the consideration of this item.

A summary of the Board's discussion on this matter is provided in the exempt minute (Housing Management Advisory Board 40E. 2020/21).

NOTES:

1. No reference may be made to these minutes at the next meeting of Full Council meeting unless notice to that effect is given to the Democratic Services Manager by five members of the Council by noon on the fifth working day following publication of these minutes.
2. These minutes are subject to confirmation as a correct record at the next meeting of the Housing Management Advisory Board.

HOUSING MANAGEMENT ADVISORY BOARD – 12 MAY 2021

Report of the Head of Landlord Services

ITEM 4 DRAFT PETS POLICY

1. PURPOSE OF REPORT

To present the board with the council's amended draft pets policy, attached as appendix 1 to this report.

2. ACTION REQUESTED

The board is requested to note, comment and commend the policy to cabinet, subject to any agreed amendments being made.

3. BACKGROUND

The draft pets policy was presented to members at the board meeting on 24 March 2021. A number of amendments were proposed. The draft policy, attached as appendix 1 to this report, shows those amendments.

4. POLICY CHANGES

The changes proposed are summarised below:

- 3.3, first bullet point and 7, second bullet point: **This was not raised at HMAB on 24 March 2021 but outside the meeting since. Members are asked to consider this additional proposed amendment.** There is anecdotal evidence that attempts to evade the Dangerous Dogs Act prohibitions have been successful by owners
- 3.5, first bullet point: the proposed that the number of pets in a property should be limited to two has been amended to cover only dogs and cats;
- 3.5, new bullet point 2: permission to keep more than two pets will be dependent upon the type of pet and the nature of the property;
- 3.5, bullet point 4: expands the suitability test by giving examples such as access to outside space and the property's relationship with neighbouring properties;
- 3.6 (ii) (g) removes the unqualified requirement for cats to wear a collar. **This was not raised at HMAB on 24 March 2021 but outside the meeting since. Members are asked to consider this additional proposed amendment.** The rationale behind the suggested change is that there is professional opinion that certain collars can be, potentially, very harmful to cats when they climb. Some collars can get caught on objects, causing distress and even strangulation to the cat. Since we will require cats to be microchipped, the point of a collar, which is for identification purposes, is fulfilled by the microchip requirement;

5. EQUALITY IMPACT ASSESSMENT

An equality impact assessment has been carried out on the draft policy and is considered to have been unaffected by these proposed amendments.

6. ENDORSEMENT

HMAB members are requested to commend this draft amended policy to cabinet, subject to any further amendments requested and agreed.

Officer to Contact:

Andrew Staton
Landlord Services Manager

CHARNWOOD BOROUGH COUNCIL

LANDLORD SERVICES

PETS POLICY

1. Objectives of this policy

1.1 Keeping a pet¹ can bring many benefits and Charnwood Borough Council encourages responsible pet ownership. We also understand that some people need pets for physical, psychological or emotional reasons. Irresponsible pet owners, however, can cause, through their pets, a severe nuisance to others and harm to their pets through neglect or abuse. This policy, therefore, is designed to encourage responsible pet ownership.

1.2 The objectives of this policy are:

- to provide a framework that will deliver a positive, fair, sensitive and enlightened policy on council tenants keeping pets in their homes;
- to align our² policy on pets with the relevant conditions of tenancy as set out in our non-secure, introductory/secure tenancy agreement;
- to enable us to create operational procedures that deliver this policy in a consistent manner but also allowing for the correct degree of flexibility when considering individual requests to keep pets that fall outside this policy statement, for example, requests from tenants living in designated sheltered accommodation;
- to enable us to create operational procedures that will enable us to take the right enforcement action against breaches of tenancy or legislation under this policy, including tackling animal neglect and cruelty and pet-related anti-social behaviour;
- to express through this policy the acknowledgment of the importance of pets to people's well-being, including their psychological, emotional and physical health;
- to express also through this policy the acknowledgment of the disruption to people's lives that uncontrolled animals and irresponsible pet ownership can have on the welfare of the animal and on the lives of others. This policy sets out our position on dealing with uncontrolled and irresponsible pet ownership in our properties.
- to outline how we deal with animal neglect and hoarding

¹ The use of the word 'pet' throughout this documents includes any living creature including mammals, fish, insects, reptiles, birds, amphibians, and invertebrates such as insects and, arachnids [spiders]

² References throughout this policy to "we", "our" and "us" are to be interpreted as relating to Charnwood Borough Council

2. Scope of this policy

This policy applies to everyone who is currently housed or is to be housed by us in our rented homes. It does not apply to leaseholders, whose lease terms will determine the matter of pet ownership.

3. Policy statement

- 3.1 Anyone, be they an existing or a prospective tenant wishing to keep a pet, must ask permission from us first by completing an application for permission to keep a pet.
- 3.2 Permission, if granted, will be granted in writing. Permission is not required for tenants to have a registered assistance (e.g. guide) dog; but tenants must inform us and provide a copy of their registration. For new tenancies, permission must be sought and given before the tenancy sign-up. The decision on whether to allow a pet to be kept will be made by the landlord service.
- 3.3 We take a positive view about residents keeping pets. Some animals, however, are not suitable for being kept as pets and for which permission will **never** be granted. These include:
- dogs of a breed that is prohibited by the Dangerous Dogs Act 1991 **or crosses involving one of those breeds unless**, under section 1 of that act, the owner has a licence with conditions for the him or her to keep such a dog. The licence must be seen and an agreement to abide by the terms must be agreed. If the terms are breached the council reserves the right to inform the police, who may decide to seize the dog.
 - creatures covered by the Dangerous Wild Animals Act 1976;
 - cockerels;
 - any animal that will be used for commercial breeding or business activity from the property or locality;
 - fish that are of a size or breed that makes them unsuitable to be kept in domestic aquariums or garden ponds;
 - pigeons or external or internal aviaries.
- 3.4 Some types of property are considered unsuitable through design or size for tenants to keep pets (other than registered assistance pets) even if they do not fall into the prohibited groups set out in 3.3 above. In addition to the groups set out in 3.3 in the following circumstances permission will not be granted:
- Pets that would be kept in a property that is either too small or generally unsuitable because of design and position for their proper care and well-being;
 - Except for situations covered in 3.6 (iii) below, pets that require, for their proper care and well-being, direct and independent access to or permanent existence in outside space, be that private or communal (e.g. livestock, horses, ponies, goats);

- Dogs and cats (other than an exclusively 'indoor' cat) in designated sheltered accommodation where the property in question has no direct and exclusive access to and from outside. If the pet owner cannot gain entry into his or her home or leave it without having to go through any internal communal areas where they live permission will **not** be granted. The tenancy and estate management officer (or, in the case of an applicant, the lettings officer), must always consult the council's warden service when faced with a request from a tenant or potential tenant in sheltered housing before making a decision.

3.5 There are certain overriding terms and conditions that must be satisfied in order that consent to keep a pet will be given. They are:

- that, as a guide and unless explicitly agreed otherwise, **no more than two dogs or cats** will be allowed in any one property; but there may be properties whose size and/or layout means that only one may be kept;
- the rule of two pets for cats and dogs will not apply to other types of pets but permission to keep more than two pets will be dependent upon the species and the property [inside and outside space];
- that any dog kept must have a completed valid and current Charnwood 'pet passport' with a photograph of the pet. It must be microchipped or tattooed. Details of the microchip must be provided to the council, which will apply to each individual pet for which permission has been granted;
- that the animal is considered suitable for the property, taking into account its size, access to outside space and its relationship with neighbouring properties, such as a flat in a block of flats;

3.6 All tenants seeking permission to keep a pet will be required, in addition to completing an application, sign a declaration and undertaking. This will include the following conditions:

- (i) The pet will not be the subject of any breeding or business activity from the property (this includes outside and inside);
- (ii) The owner will look after his or her pet in compliance with the principal terms of the Animal Welfare Act 2006 and will:
 - a. feed it a proper diet;
 - b. protect it from pain, suffering, injury or disease (this includes physical and psychological/emotional suffering or distress etc. (for example leaving a dog alone in a property for an unacceptable length of time³);
 - c. provide it with a suitable environment that will allow the pet to exhibit normal behaviour patterns with or apart from, other animals;
 - d. clean up after it and eliminate any offensive smells (this includes in communal outside areas);

³ Usually deemed to be anything greater than four hours but could be longer where no-one is at home for normal hours of work.

- e. not allow it to wander unaccompanied and unrestrained in any communal parts where they live, inside and outside and to confine it to a separate room, if requested, by visiting council staff, agents or contractors;
 - f. not allow it to create unreasonable levels of noise;
 - g. ensure that all dogs and cats are **neutered, microchipped and, in the case of dogs, wear a collar** with a contact tag at all times other than when inside the property.
- (iii) The owner will agree not to fit a cat or dog flap other than to an external door or, exceptionally, a window leading directly to the outside and only after seeking and being given permission. When the tenant leaves they must reinstate the door or window as it was originally. Cat or dog flaps will not be permitted to be fitted in uPVC doors, communal entrance doors or where the cat or dog flap opens into a communal area (inside or outside the property);
- 3.7 If the pet owner refuses to comply with the relevant conditions above, permission will not be given for the pet to be kept; and the tenant will be liable to enforcement action for breach of tenancy if they go ahead and acquire the animal without our written consent. The council will seek to recover any court costs incurred in relation to any enforcement action required. Alternatively, on a case-by- case basis we may liaise with or refer the case to another service at the council to deal with the matter as a nuisance, environmental offence, anti-social behaviour or animal welfare matter.
- 3.8 Similarly if permission is sought and given and subsequently we find that any of the above conditions have not been complied with we reserve the right to withdraw consent to keep the pet. If the animal is not removed we may take enforcement action for breach of tenancy after giving the tenant reasonable time to comply. Alternatively, on a case for case basis we may refer the case to another service at the council to deal with the matter as a nuisance, environmental offence, anti-social behaviour or animal welfare matter.
- 3.9 If a tenant looks after a pet for a temporary period, only one application will need to be made stating the number of pets in total that may be looked after at any one time, i.e. one or two.
- 3.10 If a tenant acquires a pet without first seeking and being granted permission:
- he/she will be required to find an alternative permanent home for the animal if permission would have been refused if sought; or
 - he/she will be required to complete a pet application retrospectively and be shown to have complied with all the conditions set out in 3.5 above if permission would have been given if it had been sought, failing which they may be required to find an alternative permanent home for the animal;
 - If there are complaints about nuisance or anti-social behaviour, we may refer the matter to another service within the council or another agency i.e. RSPCA or police for enforcement.
- 3.11 If the pet owner subsequently breaks any of the conditions set out in this policy statement and, after a reasonable period of time, does not remedy that breach they will render themselves liable to enforcement action in line with breach of tenancy.

They may also render themselves liable to prosecution under the Animal Welfare Act 2006, the Anti-social Behaviour Crime and Policing Act 2014 or other relevant legislation. This could also involve reporting any alleged cruelty or neglect to the RSPCA or police.

- 3.12 Anyone found guilty of mistreating or neglecting a pet will be denied permission to keep pets in the future. If action has been taken against a tenant in relation to an animal and there is a court order or disqualification order in place preventing a person from keeping an animal the council will deny permission to keep a pet.

4. Right of appeal

In the event that a tenant is either refused permission to keep a pet or that permission is withdrawn they have a right of appeal to the housing services team leader.

5. Pets visiting tenants' homes

Friends and relatives are allowed to visit tenants with their pets. These pets will be expected to comply with the conditions set out in 3.6 (ii) (d), (e) and (g) above. Tenants, however, need to be aware that as per the terms of the tenancy agreement the tenant will be responsible for the behaviour of the animal while at their address or within the neighbourhood (including communal shared areas)

6. Changing circumstances

Some tenants, for example older people, may well at some point become unable to care for their pet in accordance with the conditions set out in 3.5 above. In such circumstances we will make every effort to work with the tenant to try to enable the pet to remain with them and be cared for properly with adequate additional support³. Ultimately, however, the pet's welfare and that of neighbouring tenants will be factors to take into account when deciding whether the pet owner is able to keep their pet.

7. Tenants with existing pets

We recognise that there will be many tenants who have acquired pets without seeking or obtaining the proper permission. Our position on this will be as follows:

- We will grant an amnesty to all pet owners who notify us of their pets, provided those pets are not prohibited under 3.3, 3.4 and 3.5 above and are prepared to comply with the conditions set out in this policy statement, upon which point we will grant retrospective permission as if permission were being sought for a new pet and as long as the pet is not prohibited under this policy;
- Any dogs listed under section 1 of the Dangerous Dogs Act 1991 or cross breeds involving one of the species specified in that act of parliament will not be eligible for this amnesty unless they have been returned to the owner under licence, they provide the licence and agree to abide by its terms.
- This amnesty will last for six months, after which time any pet owner who has not come forward will be liable to enforcement action if they either refuse to

comply with the conditions in this policy statement or if they are keeping prohibited pets under this policy. This enforcement action may include the direction to re-home the animal.

8. Monitoring and review

This policy will be reviewed initially after being in operation for twelve months and thereafter every three years unless required earlier through legislative or regulatory changes.

9. Training

- 9.1 Suitable training on this policy will be given to members of staff whose job either directly or indirectly is affected by this policy.
- 9.2 Refresher training on this policy at appropriate intervals will also be given or if the policy is changed materially.

10. Equality and diversity

We aim to ensure that all our policies are fair and transparent and have been impact-assessed according to our procedures and in accordance with legal requirements.

11. Responsibility

The relevant head of service is responsible for the effective implementation of this policy and may delegate amendments to it arising out of changes in legislation or regulation to the head of landlord services.

12. Other external and internal influences on this policy

- 12.1 This policy has been created and should be implemented in conjunction with the following internal documents:

- Allocations policy;
- Equality and diversity policy and strategy;
- Anti-social behaviour, harassment and hate crime policies in respect of tenants either using pets as a means of causing nuisance or harassment to others or allowing, through their pet's behaviour, that pet to cause nuisance or harassment to others.

- 12.2 Similarly, this policy has been created and should be implemented in conjunction with the external documents and publications, including but not limited to:

- Housing Act 1985;
- Housing Act 1996;
- Housing Act 2004;
- Homelessness Act 2002;
- Anti-Social Behaviour Act 2003;

- Equality Act 2010;
- Anti-Social Behaviour, Crime and Policing Act 2014
- Homelessness Reduction Act 2018
- Dangerous Wild Animals Act 1976;
- Dangerous Dogs Act 1991
- Animal Welfare Act 2006.

³ This could be neighbours, friends, family or organisations such as The Cinnamon Trust

DRAFT

HOUSING MANAGEMENT ADVISORY BOARD – 12 MAY 2021

Report of the Head of Landlord Services

ITEM 5 THE EFFECT OF THE CHANGE IN THE COUNCIL'S POLICY ON BULKY WASTE COLLECTION ON COUNCIL DWELLINGS

Purpose of report

To inform members on the effect in terms of cost and service change to tenants and the housing revenue account of this change in council policy.

Recommendation

Members are asked to note and comment on the report.

Reasons

This report is for information only and to elicit any comments forthcoming from members.

Report implications

No implications have been identified for this report.

Background papers: None

Officer to contact:

Andrew Staton
Landlord Services Manager

andrew.staton@charnwood.gov.uk

Mobile: 07802 685681

1. Background to this report

- 1.1 In October 2019 Charnwood Borough Council started charging its residents for the removal and disposal of bulky items of waste. Hitherto this was a free service, funded from residents' council tax.
- 1.2 The (approximately) five and a half thousand council tenants have been affected by this change in that the change in council policy has meant that a previously free service is now chargeable.
- 1.3 This report evaluates the effect of the change in council policy by looking at how it has affected the amount of bulky items being dumped by tenants in council blocks' external [bin stores] and internal communal areas.

2. Findings from the evaluation of data held – internally-dumped items

- 2.1 The most accurate way of evaluating any effect of the change in council policy on the dumping of bulky items of waste is to examine the records kept by the tenancy and estate management team's housing assistant. His remit is inspect all blocks on a monthly basis, to record and report back on items dumped in communal areas.
- 2.2 Data was analysed for the four months immediately preceding the policy change and the four months immediately following it. The number of reported bulk items in the succeeding four months fell by 46%. We have not carried out further analyses since then because it is likely that the lockdown will have had some effect on the prevalence of dumped bulky items and so would render the results of any before-and-after comparison unreliable.
- 2.3 This report was presented to HMAB at its meeting on 24 March 2021 but, through time constraints, it was decided to defer discussion of this report until the following meeting but also to ask officers to update the data reported in 2.2 above.
- 2.4 The data reported in 2.2 above was chosen deliberately to provide as accurate a comparative analysis as possible. The national lockdown was imposed in March 2020 and this has made further comparative analysis, adding data from March 2020, unreliable. From 1 April 2021, restrictions, notably shielding, have been removed and that subsequent data will now be reliable for comparative purposes. If members agree, we will present another, updated report in approximately six months' time.

3. Conclusions

The change in council policy in starting to charge for the removal of bulk items from people's homes appears to have had no direct effect on the HRA.

4. Recommendation

Members are requested to note this report and raise any points or questions accordingly.

Andrew Staton
Landlord Services Manager

HOUSING MANAGEMENT ADVISORY BOARD – 12 MAY 2021

Report of the Head of Landlord Services

ITEM 7 DRAFT NEW TENANCY AGREEMENT

1. PURPOSE OF REPORT

To present the board with the council's draft new tenancy agreement for its secure and introductory tenants.

2. ACTION REQUESTED

The board is requested to note, comment and commend the policy to cabinet, subject to any agreed amendments being made.

3. BACKGROUND

- 3.1 The tenancy agreement is the document that defines and governs the contractual relationship between landlord and tenant. It contains the rights and obligations of both parties, which reflect statutory requirements imposed upon the landlord by act of parliament, principally the Housing Acts 1985 [secure tenants] and 1996 [introductory tenants] and contractual requirements imposed through the agreement itself.
- 3.2 The purpose of the tenancy agreement is to set out clearly each party's rights and responsibilities and provides the basis for either landlord or tenant to enforce non-performance of any obligation or refusal of the exercising of any right.
- 3.3 Apart from setting out clearly statutory rights and responsibilities, the tenancy agreement also has to fulfil other conditions, notably the requirements the Unfair Contract Terms Act 1977.
- 3.4 The existing tenancy agreement is more than a decade old. It is considered good practice for landlords to revise their tenancy agreements on a regular basis: the years of operating under one tenancy agreement will expose any shortcomings that it might have; and these can be dealt through future revisions. Changes in legislation, regulation and accepted good practice are also reasons why tenancy agreements should be revised.

4. PRINCIPAL CHANGES PROPOSED

The existing tenancy agreement is attached as appendix 1; and the draft new tenancy agreement is attached as appendix 2. The changes proposed are summarised below:

1. **In general**

While the existing tenancy agreement's many sections tend to be subject-based, the new tenancy agreement is divided into **nine** very clear and distinct sections focusing on landlord's and tenant's rights and obligations:

Section 1:	Explanation of words used in the agreement;
Section 2:	Tenancy details;
Section 3:	General terms;
Section 4:	Tenant's rights;
Section 5:	Landlord's obligations;
Section 6:	Tenant's obligations;
Section 7:	Ending the tenancy;
Section 8:	Chargeable services schedules;
Section 9:	Declarations and signings.

Within each section every paragraph is individually numbered so as to provide an easy method of referencing and cross-referencing.

2. Tenants' rights

Tenants' rights fall into two broad categories: those conferred by acts of parliament such as the Housing Acts of 1985 and 1996 and those conferred contractually by Charnwood under the tenancy agreement. The draft new agreement makes very clear what rights are statutory and what are contractual. It also removes some 'rights' in the existing agreement that are either incorrect (right to assign) or inappropriate (right to join tenants groups). Rights not enjoyed by introductory tenants are made very clear by the use of bold red text.

3. Individual changes

Other than those structural or formatting changes in the agreement, the new conditions of tenancy's changes fall into two broad categories themselves, viz:

- Additional clauses that do not have any equivalent in the existing agreement;
- Existing clauses re-written, clarified, expanded upon and/or strengthened.

The examples given below are not exhaustive: the comparison document accompanying this guide goes into great detail, cross-referencing the existing agreement's clauses with the new one's and *vice versa*.

(a) New clauses

- Section 2.7 **tenancy start date**: currently all tenancies start on a Monday and run on a weekly basis thereafter. The draft new tenancy agreement allows for tenancies to start on a day other than a Monday. This is intended both to give flexibility to incoming tenants in respect of their moving-in date but also to provide the opportunity for the landlord to reduce void re-let times;
- Section 5.5 **decoration**: this clause makes clear the landlord's obligation to decorate the exterior of tenants' homes and to make good internal decorations [tenant's responsibility] that are damaged in the course of any works or repairs carried out by the landlord;

- Section 5.8 **boundaries**: this clause sets out landlord's obligations in relation to boundaries and makes it very clear which boundaries the landlord will maintain;
- Section 6.1 **taking possession**: although one would argue that this is an implied term of tenancy, there is now an explicit clause requiring the tenant to take up possession of the property upon the start of the tenancy;
- Section 6.4.3 **anti-social behaviour**: the second bullet point in the list of conduct deemed to be anti-social behaviour refers to someone being present at a riot. The tenth bullet point states that drug misuse, such as smoking cannabis, that causes a nuisance to others is a breach of tenancy. This point is absent from the existing tenancy agreement. Mere drug consumption within someone's home that does not cause a nuisance to others remains a criminal matter and not a breach of tenancy. The final bullet point in the list of activities considered to be anti-social behaviour is gang membership. This is a completely new category and makes it a breach of tenancy to belong to a gang or allow a gang member to visit the tenant's home;
- Section 6.8 **looking after your home**: bullet points 10 and 11 prohibit carrying out certain electrical works to the property. Bullet point 10 refers to works that need written consent; point 11 refers to works that are completely prohibited and where no permission will be granted in any circumstances;
- Section 6.11 **insurance**: this clause sets out clearly what the landlord's responsibilities are in respect of insurance – buildings and contents;
- Section 6.12 **health and safety**: this is a new, separate, clause and sets out clear obligations on the tenant on various subjects such as fire safety, responsibility for checking smoke detectors (including changing their batteries). The final bullet point in 6.12.3 is devoted to hoarding; and this is a completely new clause in the conditions of tenancy;
- Section 6.17 **household pests**: this new clause sets out very clearly what are landlord's and tenant's responsibilities in respect of infestations of household pests. The existing tenancy agreement is completely silent on this matter;
- Section 6.24 **owning or renting another property**: the new tenancy agreement introduces a clause on the landlord's position in respect of a tenant owning another property. A tenant must not own or rent another property in which the tenant would reasonably be expected to live in as his or her home. Similarly, the clause sets out the landlord's position if a tenant inherits a property.
- Section 8 **chargeable services**: the existing tenancy agreement is completely silent on what services could be chargeable if provided. The draft new tenancy agreement sets out a comprehensive schedule of all the types of services for

which it would be legitimate to levy a service charge. Section 3.7 [General terms] sets out the landlord's position in respect of how services will be charged and may be accounted for in the future;

(b) Clarification, expansion and re-writing of existing clauses

The clauses in the new tenancy agreement that falls into this category are too numerous to include without exception; the following are considered to be the most important, therefore:

- Section 4 **tenant's rights**: this section is accurate and comprehensive now in that it lists separately all secure and introductory tenants' statutory rights and contractual rights. It also is very clear through the use of bold red text which [statutory] rights are not available to introductory tenants;
- Section 4.5 **right of succession**: the existing tenancy agreement predates the Localism Act 2012. This changed and complicated succession rights significantly. The new agreement sets out in detail succession rights both for tenants whose tenancies began before 1 April 2012 and for those whose tenancies started on or after 1 April 2012;
- Section 6.4/5/6 **anti-social behaviour and harassment**: other than completely new additions to the list as described above, these clauses provide much greater detail and clarity over conduct deemed to be anti-social behaviour and strengthen the landlord's ability to tackle anti-social behaviour through this greater detail and clarity.
- Section 6.5 **harassment**: the new tenancy agreement separates out anti-social behaviour from harassment, the difference between the two being, in principle, that harassment is personally, deliberately and maliciously targeted, in particular to those people protected by the Equality Act 2010. While harassment is personally targeted, behaviour covered by this section is also contained in 6.4.3 where the behaviour is not personally targeted. Again this very much strengthens the landlord's powers under the tenancy agreement;
- Section 6.21 **assignment**: although assignment is covered in the existing tenancy agreement it is listed as a 'right' whereas it is not a right: it is a power that the landlord has to grant in certain circumstances. The new tenancy agreement corrects that inaccuracy;
- Section 6.22 **access obligations**: although the existing tenancy agreement is comprehensive in its position on the tenant requiring the landlord to give access, the new agreement is much more explicit and clear in setting out the consequences of failing to give access; it also makes it clear that failure to grant access as the result of a court order or for the landlord to carry out emergency works will result in forced entry;

- Section 6.7 **domestic violence**: while the existing tenancy agreement lists domestic violence as an example of anti-social behaviour generally, the new agreement devotes a separate section to the subject;
- Section 6.9 **tenant's responsibility for certain repairs**: this section expands considerably on those items in the existing tenancy agreement that are deemed to be the tenant's responsibility to keep in good repair;
- Section 6.10 **alterations and improvements**: again, this section expands considerably on its equivalent in the existing tenancy agreement;
- Section 6.15 **pets and other animals**: while there is reasonably comprehensive clauses in the existing tenancy agreement on the keeping of pets, the new tenancy agreement uses a new pets policy as the governing document on tenants keeping pets. This means that only fundamental details are required in the tenancy agreement and that policy changes to pet ownership can be changed without having to change the actual tenancy agreement;
- Section 6.18 **parking and vehicle repairs**: again, while the existing agreement is not silent over parking and vehicle repairs the new agreement strengthens and expands on existing terms.

5. PROPOSED NEW FORMAT OF THE TENANCY AGREEMENT

- 5.1 The existing tenancy agreement is a black and white photocopy of an A4 document of text. One might argue that it does not present a particularly exciting or interesting document and provides no great incentive for a new tenant to read it and keep it in a safe place.
- 5.2 With the new draft agreement the proposal is to create a full-colour booklet of tenancy conditions that will be designed and laid out so as to create a much more readable document and one that both the council and tenant will be proud to give and keep.
- 5.3 The intention is to separate out the tenancy details in section 2 and the declarations/signings in section 9 from the actual conditions of tenancy. That way, only one copy of the conditions will be necessary and one copy of the signed tenancy details will be retained by the tenant (the other being retained by us) in a pocket of the front cover of the conditions of tenancy.

6. COMPLEMENTARY INFORMATION

- 6.1 The new draft agreement is longer than the existing one and could be seen by some as quite a daunting document. Because of that we have developed a simple guide to the tenancy agreement that will be issued to everyone and which draws out the most important elements of the new agreement. Officers carrying out sign-ups of new tenants will also use this as a basis for the sign-up. Time constraints would make it very difficult having to go through the entire tenancy agreement. The draft simple guide is attached as appendix 3. It also contains a checklist at the beginning that will be used by officers carrying out the sign-up to be used as an *aide-memoire*.

- 6.2 We intend also, once the new tenancy agreement has been agreed, to develop a pictorially-based tenancy agreement for those with learning difficulties. This will have to be done through commissioning specialist advice.

7. IMPLEMENTATION OF THE NEW AGREEMENT

- 7.1 There are two aspects of the implementation of the new agreement that have to be considered:

- Replacement of the existing agreement with the new agreement for new tenants;
- Retrospective imposition of the new agreement on existing tenants.

- 7.2 As a local authority operating secure tenancies under the 1985 Housing Act we are in a very much better situation regarding retrospective imposition than a housing association, which operates assured tenancies under the 1988 Housing Act. With the latter, any decision to change conditions of tenancy has to be formally and explicitly agreed to by existing tenants. As a result, housing associations tend not to attempt to impose new tenancy conditions on existing tenants. The consequence of that is that they have to operate under multiple agreements. Version control is extremely difficult, therefore. Local authorities, conversely, do not need to obtain existing tenants' explicit agreement to change their conditions of tenancy, though they must give due regard to comments made and objections raised.

- 7.3 The '85 Act under section 103 sets out very clear rules that have to be abided by when local authority landlords wish to vary the terms of tenancy for existing tenants:

- We must serve a preliminary notice on the tenant:
 - informing the tenant of our intention to serve a notice of variation;
 - specifying the proposed variations and their effect; and
 - inviting the tenant to comment on the proposed variation within such time, specified in the notice, as we consider reasonable;
- We must consider any comments made by the tenant within the specified time;
- We must then serve a notice of variation on the tenant which must contain the actual variations being proposed, incorporating additional changes (if any) brought about by comments received through the preliminary notice process and the date on which the variation will take effect, that date being no less than four weeks of the date of the notice;
- We must include any information that we consider necessary to inform the tenant of the nature and effect of the variation

- 7.4 Special consideration has to be given to what happens to tenancies created after the preliminary notice has been sent out and up to the final agreement being implemented through the notice of variation. It would be easy to implement the new agreement at the same time of the preliminary notice being served; but one would then either run the risk of ending up with two agreements if, as a result of the preliminary notice exercise, further amendments were agreed or run the risk of being accused of having decided not to take into account tenants' comments before the preliminary notice exercise was begun. Neither is a risk we wish to take and so a further exercise under S.103 will have to be carried out on those tenancies created during the period between

starting the preliminary notice exercise and the serving of the notice of variation. A sample timetable is shown below, illustrating these points:

- Preliminary notice served 5 July 2021; existing agreement continues to be given to new tenants;
- Preliminary notice period ends 1 August 2021;
- Consideration of comments ends 13 August 2021;
- New agreement finalised 20 August 2021;
- New agreement printed by 17 September 2021;
- New agreement replaces existing agreement for all new tenants from 20 September 2021;
- Preliminary notice exercise repeated for all new tenancies created from 1 July to 13 September 2021. Taking annual lettings as a round 500, this could amount to between 100 and 110 tenancies;
- Second preliminary notice exercise starts 11 October 2021 and ends 7 November 2021;
- Consideration of comments takes place in the week commencing 15 November 2021;
- Notice of variation to all tenants sent out 25 November 2021;
- New agreement in place for all existing tenants from 3 January 2022.

8. CONCLUSION

The new tenancy agreement is a substantial re-write of Charnwood council tenants' conditions of tenancy. It sets out much more clearly and logically tenants' and landlord's rights and obligations; it addresses deficiencies in the existing agreement brought about by new legislation and regulation and it protects tenants' rights to quiet enjoyment of their homes; it protects all rights of tenants through legislation and sets out clearly additional contractual rights conferred through the tenancy agreement. By expanding upon existing conditions and adding new ones brought about as a result of any shortcomings perceived to exist in the existing agreement it strengthens the landlord's ability to enforce conditions of tenancy against those who wilfully and/or persistently fail to abide by them.

9. EQUALITY IMPACT ASSESSMENT

An equality impact assessment, attached as appendix 4 has been carried out on the draft agreement.

10. ENDORSEMENT

HMAB members are requested to commend this draft new tenancy agreement and accompanying information to cabinet, subject to any further amendments requested and agreed.

Officer to Contact:

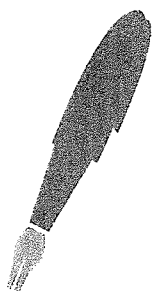
Andrew Staton
Landlord Services Manager



Your Tenancy

Tenancy Agreement

Tenancy Agreement



This Agreement makes you a tenant of Charnwood Borough Council.

This document is the contract which sets out our responsibilities as your landlord and your rights and responsibilities as a tenant.

TENANCY AGREEMENT

1.1 This agreement is made between:

THE LANDLORD: Charnwood Borough Council ("CBC"), Southfield Road,
Loughborough, LE11 2TX

THE TENANT(s):

1.2 The address of the property rented in this Agreement is:

1.3 Persons residing at the property other than the tenant(s):

Surname: Other name: Relationship to tenant(s): Date of Birth:

The maximum number of people who can occupy the property is:.....



Photograph

Photograph

1.4 Commencement and term. This Tenancy starts on:

This tenancy is a weekly periodic tenancy commencing on the above date and is for an initial term of one week and continuing weekly thereafter until determined.

1.5 Rent and other charges

The Weekly Rent and other charges for the property is £

There are two types of Council Tenancy

1) Introductory Tenancies; and 2) Secure Tenancies

You have (one of the boxes below should be ticked):

1) An Introductory Tenancy ☐ (please read the notes on the next page)

2) A Secure Tenancy ☐ (Please read the notes on the next page)

1.6 Issue of keys

You have been issued with ___ set(s) of keys for doors and ___ set(s) of keys for windows. You are responsible for the safekeeping and replacement of all keys for the doors and windows.

"I confirm that I have read, understood, and now agree to follow the conditions in the Tenancy Agreement."

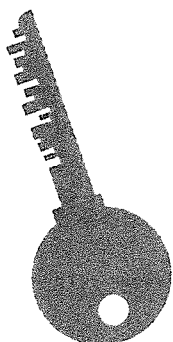
Tenant(s)

Signature(s)

Date

Signature for Charnwood Borough Council

Officer print name and title:





Introductory Tenancy extensions of six months can be allowed, for example, to allow more time to clear rent arrears.

2. About this Tenancy Agreement

This Agreement sets out above the type of tenancy that you have. The information in this section tells you more about each type of tenancy.

An Introductory Tenancy:

- a) For the first twelve months of your tenancy you are an Introductory Tenant and not a Secure Tenant. An Introductory Tenancy is a trial tenancy. This non secure period may be extended in certain circumstances. Should it be considered necessary to extend the introductory period, notice will be provided to you in writing.
- b) If you do not breach any conditions of the tenancy in the first 12 months of your tenancy then you will automatically become a Secure Tenant. However, if you breach any term of this Agreement then we can apply to the Court for a possession order. You have a right of review against our decision to apply to evict you.

You will become a Secure Tenant on:

- c) On becoming a Secure Tenant, after the date in the above box, you will have all the legal rights of a secure tenant. Your tenancy will automatically change and you will not have to sign a further Agreement.
- d) As an Introductory Tenant you have fewer legal rights than a Secure Tenant. The legal rights of Secure Tenants are set out in this Tenancy Agreement. The rights that do not apply to Introductory Tenants are clearly marked.
- e) A summary of the rights that apply to each type of tenancy is below:
Introductory Tenants have the following legal rights:
 - The right of repair
 - The right to be consulted
 - The right to succeed
 - The right to assign

Introductory Tenants do not usually have the following legal rights but in some circumstances we may use our discretion and give written permission for the following:

- The right to improve the property
- The right to claim compensation for improvements to the property



Introductory Tenants do not have the following legal rights

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

Introductory and Secure Tenancies

- f) The Tenants' Information Pack provides you with information about being a Tenant. The Tenants' Information Pack does not form part of this Agreement.



3. Definitions - in this Tenancy Agreement the following words and phrases have the meanings below:

- (a) "property", "home" – the accommodation, including any garden, yard, outbuilding, balcony, shed, fence, wall or any building we have let to you under this agreement.
- (b) "rent and any other charges" – the sum set out at 1.6 above
- (c) "shared area" or "Communal Area" – the parts of the building which all the tenants can use - this includes stairs, lifts, landings, entrance halls, paving, shared gardens and yards, parking areas or bays which you share with other tenants.
- (d) "landlord" - Charnwood Borough Council (CBC), Southfield Road, Loughborough, Leicestershire, LE11 2TX
- (e) "tenant" – the occupier of the property who signs this agreement—applies to all individual and joint tenants.
- (f) "you and your" – refers to the tenant or joint tenants
- (g) "we, us, our, CBC, The Council," – refers to the Landlord, Charnwood Borough Council (CBC)
- (h) "tenancy agreement" - this document
- (i) "Charges" - these include things like the cost of repairing damage caused to the property by you or persons residing with you or visitors to the property.

CBC is the property owner and landlord.



4. Notices

Any notice we give under this Tenancy Agreement may be served on you:

- in person or by leaving it with someone for you at the property
- by leaving it at the property or at your last known address; or
- by sending it first class post to the property or last known address.

For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is :

Charnwood Borough Council
Southfield Road
Loughborough
Leicestershire
LE11 2TR

Useful contacts: CBC

Tel: 01509-634666

e-mail: information@charnwood.gov.uk

www.charnwood.gov.uk/councilhousing

Your rent is due until the end of your tenancy. See ending your tenancy section 11.



5. Payment of Rent and other charges

- a) Your rent and any other charges are due every Monday in advance. If you pay at any other interval than weekly the rent must always be paid in advance, never in arrears.
- b) The rent and any other charges do not include charges for Utility companies or Council Tax. The Council will send you separate bills for Council Tax. The Utility companies will send you bills for their services.

Service charges are subject to review based on the costs of the service. A reasonable notice period will be given advising of any change to these costs.

Council Tax for some Sheltered Housing schemes is charged in a different way to take account of shared facilities such as bathrooms.

- c) If you do not pay your rent, we may apply to court for a Possession Order to evict you from your home. We will also seek a Money Judgment Order to recover any debts i.e. rent arrears. You may also have to pay costs of the action.

You cannot be evicted from your home without a court order

- d) If you have any difficulty paying your rent then you should contact the housing income team as soon as possible.

The housing income team can be contacted on 01509 634666

- e) If you are a joint tenant you are jointly and severally (individually) responsible for all the rent and reasonable charges when they are due. This means that, if the other joint tenant in your tenancy does not pay their share of the rent and reasonable charges, you must pay all the rent and other reasonable charges.
- f) The current amount due for your rent is advised annually by post. We may change your rent but we will let you know in writing at least four weeks before we make any changes.
- g) Your rent should be paid to: Charnwood Borough Council, Southfield Road, Loughborough Leicestershire LE11 2TR
Telephone: 01509 634666.

Housing Income email: **housing.income@charnwood.gov.uk** or call (free from any landline) **0800 6335548** You can arrange to pay your rent in the following ways; Direct Debit, Standing Order, Cheque, Swipe Card, Credit/debit Card, On Line or by Post. Please telephone, **01509 634555** to make payments.

If you are on a low income you may qualify for Housing Benefit towards the payment of rent. Housing Benefit can be contacted on **0845 6091258**

- h) In addition to your rent we will also collect any appropriate and reasonable charges as outlined in this agreement. These will be pursued as a debt and legal action may be taken against you to recover reasonable charges costs and court costs. If you are a joint tenant you will still be responsible even after you have left the property.
- i) If you receive Housing Benefit you must tell the Benefit Service immediately of any changes which may affect your entitlement to Housing Benefit



Repairs contact telephone no 01509 634666.
Web: repairs@charnwood.gov.uk
email: info@charnwood.gov.uk

6. Repairs, Improvements and Decorations

Our Responsibilities

a) We are responsible for:

- keeping the structure of the property in repair;
- keeping in proper working order all of our installations for the supply of water, gas, electricity, sanitation and waste pipes;
- keeping in proper working order our installations for room heating and hot water;
- keeping in proper working order all our fixtures and fittings;
- keeping the shared areas of your neighbourhood, including play areas, clean and well maintained.

b) We are not responsible for :

- repairs as a result of any deliberate act, omission or neglect, by you or your visitors, or those residing at the property.

Your Rights

c) The Right of Repair

You have the right for repairs (which are not as a result of any deliberate act, omission or neglect by you or your visitors, or those residing at the property) to be carried out as quickly as possible.

When you report the repair work we will inform you of the work we will carry out, who will carry out the work and when the work will be completed. We will give you not less than twenty four hours notice and you must give access at the time appointed.

Sometimes it may be necessary to move to another property so that major works can be carried out. The Council will offer suitable alternative temporary property. You will need to vacate the property for the period needed to complete the work and then move back to the original property. A full list of repairs category response times can be found in your tenant handbook.

Depending on the type of repair work required you may qualify for compensation should we fail to carry out the work. This is dealt with under the 'Right to Repair Scheme' – information on this scheme is provided in the Tenants' Information Pack or is available from the Housing Operations team.

If we fail to carry out our responsibilities of repair under this Agreement then you may be able to take legal action against us. You should consult a Solicitor, a Law Centre, Shelter Housing Advice or the Citizens' Advice Bureau.

d) The Right to make improvements.

Secure Tenants have the right to carry out alterations and make improvements to their home at their own expense. You must get our written permission before any work is carried out. We will not refuse permission without a good reason. You will be responsible for the ongoing maintenance of any improvements you make.

For Introductory Tenants this right is at the discretion of Charnwood Borough Council.

e) The Right to Compensation for Improvements.

At the end of a Secure Tenancy you have the right to apply to us for compensation for certain improvements you have made to your home unless they were started before 1 April 1994. If you are buying your home you will not get compensation as these improvements are not included in the purchase price. You should ask the tenancy services team if you would like more details about this.

Introductory Tenants may also be eligible for compensation at the discretion of Charnwood Borough Council.

Your Responsibilities

f) You are responsible for keeping the inside of your home in good condition and you must undertake or arrange for the repairs listed below and cover any necessary costs. Any work undertaken by you, or on your behalf, must comply with current regulations. If you arrange for work to be carried out by a tradesperson you must ensure that they are appropriately qualified and insured.

- Unblock sinks and baths;
- Repair door furniture such as handles, letter boxes etc
- Repair or replace toilet seats;
- Ease door and window hinges;
- Replace plugs and chains;
- Repair any minor plaster cracks and internal decorations;
- Repair electrical faults arising from the use of faulty appliances;
- Repair or replace electrical plugs, fuses or light bulbs (not wall sockets).

- You should take reasonable steps to keep the property well ventilated, in particular the bathroom and kitchen. This will help to avoid moisture and mould growth building up.
- You should wipe down damp surfaces and clean off any mould growth with a fungicidal solution.
- Do not use un-vented tumble driers.
- Do not block or obstruct any ventilation fittings as this can be dangerous

g) You will be responsible for any windows that you break or damage. If we discover any unauthorised alterations you must remove them within a reasonable time and repair any damage caused by their removal. If you have caused any damage to the property including fixtures and fittings, or by making alterations, and the landlord needs to carry out any remedial work you will be charged for the cost of the work and this charge will include reasonable administration costs and will include VAT.

h) At the end of the tenancy you must hand the property back to us in as good condition as it was at the start of the tenancy, allowing for general wear and tear of the property.

i) You must report to us any damage to the property as soon as possible. You must also report any faults that could cause injury or damage to either people or property. Damage should be reported to the Housing Operations team.

j) You must allow access to us or our agents or contractors, providing we give you twenty four hours notice in writing of our intention to enter the property, in the following circumstances:-

- (i). to carry out repair or improvement to the property or to any other premises;
- (ii). to make any installations in or to the property;
- (iii). to carry out disinfestations, fumigation or pest control to the property if necessary; to inspect and survey the property and where required by the landlord or its agents to prepare a list and record details of any alterations or additions, damage to or neglect of the property which are the responsibility of the tenant;

The council has a legal obligation to service each gas appliances it owns annually and the council can be subject to substantial fines if this important safety work is not completed on time each year. We will arrange suitable and reasonable appointments with each tenant to complete this work. However it is obliged to gain access by forced entry as a final step if a tenant(s) does not allow access. If an injunction has been applied for and granted by the court for access to complete this work part of the injunction application will include a forced entry clause if there is no access at the time specified in the injunction. In the case of forced entry a Statutory. Notice allowing a minimum of twenty four hours notice will be served to the tenant at the address concerned, advising in writing of the date and time when the service engineer and if needed, the locksmith will be attending. In all cases tenants will be charged for the cost of the forced entry as previous warnings will have already been ignored at this stage.

- (v). to carry out servicing of any gas or electrical supply or appliances at the property to enable full compliance with the legal requirements under The Gas Safety (Installation & Use) Regulations 1998;
- (vi). to comply with any statutory obligation of the landlord in respect of the property or other premises;
- (vii). to reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or addition to the property;
- (viii). to do work in default where the tenant has failed to decorate or carry out minor repairs to the property as required by this agreement;
- (ix). to allow photographs and/or video recordings to be taken as evidence of any of the above.

CBC has a duty of care to ensure that it deals with emergencies as quickly as possible and therefore needs rapid access in emergency situations.

k) In the event of an emergency (for example, flood, fire, leaks) the 24 hour written notice period referred to in 6j) is not required

l) In the case of emergency, we will make all reasonable attempts to contact you from information that you have provided us with, for example by telephone, text message or email. If we or our agents or contractors cannot obtain access to the property by other means within a reasonable time or immediately where necessary, and in our or our agent's or contractors reasonable opinion it is necessary to gain immediate access because there is an imminent risk of physical harm to any person or significant damage to the property or any other property in the locality, or the property is unoccupied and inadequately secured against unauthorised entry or vandalism, we or our agents or contractors have the right to force entry to the property. We or our agents or contractors may do whatsoever is reasonably required to deal with the emergency in an appropriate manner and will make good any damage caused when entering the property and afterwards secure the property against unauthorised entry. We may make a reasonable charge for gaining access if you have obstructed emergency access.

In an emergency situation, for example flood/serious water leak or escape of gas, we may take **immediate** action to gain entry to your home to minimise property damage and damage to possessions in your property or another adjoining property.

If you do not allow us into your home then you may be putting yourself and your neighbours at risk. We may also apply for an injunction through the court to gain access if it is refused or appointments are not kept. If an Injunction is granted against you we will also request that the costs involved be paid by you.

Gaining written permission is needed to cover such issues as safety and planning. Safety, building improvements and structural alteration are subject to strict regulations and law. We will advise you in response to your written application for permission.

m) You must repair, at your own expense, any damage caused to your property, fixtures or fittings by any member of your household, visitor or pet. You are responsible for any damage caused by you or by anyone living with or visiting you. This damage could include acts of vandalism by you, members of your household or your visitors e.g. smashing windows. If we have to carry out repairs to damage caused in such manner we will make a reasonable charge which will include administration and VAT.

n) You must repair and pay for any damage to your home that is caused by your own fixtures and fittings. If we have to repair the damage we will make a reasonable charge for the cost of the work to include administration and VAT.

o) You must not block or obstruct any air vents to gas appliances

p) You must get our prior written permission to paint the outside of the property or to install new floorboards within the property.

q) You must get our permission to put up any type of aerial or satellite dish.

7. Your Community - Anti-social behaviour

Everyone has the right to enjoy their life in their own way provided that it does not disturb others and does not break the law.

Our Responsibilities:

- a) In the first instance we expect you to do all that you can to resolve any issues that arise regarding your neighbours. However, if a problem persists we will take appropriate action and involve other agencies as necessary to bring matters to a proper conclusion. We will investigate nuisance and harassment cases and pursue them pursuant to our policies which will be made available on request.
- b) We will enforce the tenancy agreement by all legal means possible. This can result in a court order being granted to the landlord, for instance for possession, an injunction or antisocial behaviour order.

Your Responsibilities

- c) You must not do, or allow to be done by anyone (including children) living in or visiting your home, anything in your home or in the neighbourhood which is a source of nuisance, annoyance, distress or abuse to other people, or which does not comply with the terms of this tenancy agreement.

The following are examples of the types of behaviour which are unacceptable and which we may take action on. It is, however, not an exhaustive list of such behaviour:

- Noise
- Criminal behaviour
- Harassment of all types
- Intimidation of other people
- Domestic violence and abuse
- Dealing in illegal drugs
- Alcohol and solvent abuse
- Nuisance from vehicles
- Nuisance from business use
- Overgrown gardens
- Verbal abuse
- Damage to Council property
- Keeping disruptive or dangerous animals
- Leaving rubbish in, and misuse of, communal areas
- Spraying graffiti
- Vandalism
- Rowdy behaviour
- Ball games near homes
- Misuse of shared security/door entry systems

- d) You are responsible for making sure that all your visitors and members of your household (including children) behave properly in your home or in any part of the neighbourhood. This means that you and your visitors and persons living at the property must respect other people's rights to enjoy their home and surroundings peacefully and must not cause, permit or allow conduct which is capable of causing a nuisance, annoyance, distress, harassment or abuse to others.
- e) You must not do anything in your Neighbourhood to harass or cause a nuisance to any person because of his or her racial origin or colour nor allow or permit any persons residing in or visiting the property to do the same.
- f) You must not do anything in your Neighbourhood to harass or cause a nuisance to any person because of his or her religious views, gender, age, disability, or sexuality nor allow or permit any persons residing in or visiting the property to do the same.
- g) You must not use or threaten violence against any other person in your home or in your neighbourhood nor allow or permit any persons residing in or visiting the property to do the same.
- h) You must not use abusive language or use or threaten violence against any of our officers, employees, councillors or agents nor allow or permit any persons residing in or visiting the property to do the same.
- i) You must not commit or allow or permit any persons residing in or visiting the property to commit any illegal activity such as drug dealing in the property, in shared areas, in your neighbourhood or on any of our premises.
- j) You must not leave needles on the premises that could be a danger to anyone who may need to access the property, for example to carry out their work. Needles/syringes must be disposed of safely.

Any breach may be reported to the Police. You will be responsible, at your own expense, for repairing any damage to the property caused by the Police if they have to force entry

- k) You must not allow noise to annoy your neighbours, nor allow or permit any persons residing in or visiting the property to do the same. This includes, but is not limited to, using a television, radio, hi-fi and musical instruments.
- l) You are responsible for keeping the internal shared areas and common parts adjacent to the property, such as stairs and landings, clean and tidy. You must not obstruct the shared areas or common parts.

m) Secure Tenancy Demotion Orders

A Demotion Order is an order granted by the Court that changes the nature and security of your tenancy for twelve months. We may serve a Notice before Proceedings for Demotion on you in the event of anti-social behaviour and thereafter apply to court for an order.

8. Living at the Property

Your rights

a) The Right to Quiet Enjoyment

You have the right to occupy your home in peace, except for the obligation contained in this agreement to give access to the landlord, its agents or contractors.

b) The Right to take in Lodgers

You may take in lodgers providing you do not overcrowd your home.

A lodger is someone who lives in your home as a member of your household. You do not need our permission to take in lodgers but you should let us know if you have a lodger. Having a lodger may affect your entitlement to housing benefit.

Introductory Tenants do not have this right.

c) Subletting

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

Subletting is when you rent out a self-contained part of your home. A subtenant may share your facilities but they can stop you from going into the parts of your home that they live in.

Introductory Tenants do not have this right.

Your Responsibilities

d) You must reside continuously in the property as your only or principal home.

e) You must let us know in writing if you are going to be away from your home for a continuous period of more than four weeks and must give details of access arrangements during your absence.

If your home is left empty for unreasonably long periods you may have to give up the tenancy.

f) You must not sublet the entire property or assign your tenancy except as permitted by section 91 of the Housing Act 1985 and you must not, in any circumstances, assign the tenancy without the prior written permission of the landlord.

g) You must get rid of your rubbish properly and must not store it in any place where it could cause a fire, attract vermin or infestation or cause other damage to people or homes. You must not dump your rubbish in shared areas or in the neighbourhood.

- h) You must keep your garden tidy. This includes the lawn, hedges, trees, shrubs, balconies or any shared area that is let as part of the tenancy. You must not let any hedge/shrub grow more than two metres high or overhang pavements, cause an obstruction or impinge on your neighbours' garden. You must not remove trees or hedges without our prior written consent.

You are responsible for cutting and pruning shrubs and trees in your garden. You must not keep any rubbish or furnishings in your garden. The Tenancy Services team or Environmental Health team can advise you regarding waste or unwanted items.

- i) You must not store or dump furniture, appliances or any other unwanted items in your garden, any land let with your home, shared areas or in your neighbourhood.

There are regular waste collection services and a service for specific unwanted items. Advice regarding this can be obtained by telephoning **01509 634563**.

- j) You must not erect a shed, greenhouse, garage, conservatory or lean-to without our prior written permission, and you must ensure that any relevant planning permissions and building regulations are met at your own expense.
- k) You must ensure that articles, liquid or gas, which could increase the chance of a fire or explosion are stored and handled responsibly.
- l) You must get our written permission before parking a caravan, boat, van, trailer or any commercial vehicle at your property or around your property or in any shared parking area.

You must not park a vehicle, caravan, boat or trailer at the property unless there is a properly made hard standing (such as a drive) or garage and a dropped kerb for crossing the pavement. Vehicle/s must use the hard standing at all times.

- m) If you intend to use a caravan parked on your property for accommodation for yourself or your visitors to stay in, you must obtain prior written permission from Tenancy Services.

We will not accept vehicles parking in gardens, on grass verges or on any improperly made surfaces. Underground services can be damaged by such parking.

- n) You must not park vehicles that are untaxed or un-roadworthy or in disrepair at the property, on the road or in any shared parking area.

There may be exceptions where owners have received permission for non-taxing from the DVLA. Contact us for advice.

- o) You must not carry out major repairs to a vehicle at your home or in shared areas or on the road. You must not carry out repairs that cause a nuisance or present a danger to others.
- p) You must not abandon any vehicle on our property, for example in car parking areas provided for flats or in your neighbourhood.
- q) You must not display any Notices/Poster or Signs that may be regarded as inflammatory, threatening or may harass or cause nuisance to others.

r) Animals/Pets/Livestock

- (i) You may only keep pets at the property with our prior written consent. You are responsible for your domestic pets in or around your home. You must not allow your pets to cause any nuisance, annoyance or danger to neighbours or visitors to your home. If permission is withdrawn for any reason you must remove the animal from the property immediately after permission is withdrawn.

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

You must not Keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976 unless you have both permission from tenancy services and a license from our Environmental Health Department

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

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

There is no statutory definition of a "stray" dog. The RSPCA defines it as: "one that is in a public place and not under the charge of a keeper". Under the Control of Dogs Order 1992, all dogs on the highway must wear a collar with their owner's surname, address and contact details. As a result of the Clean Neighbourhoods and Environment Act 2007 local authorities in England are now solely responsible for dealing with stray dogs. Under the Animal Welfare Act 2006, owners have a duty of care to meet the needs of their pets. Telephone the council on 01509-634666 if you have any animal welfare concerns or need further guidance.

Due to the rural nature of much of the borough it can sometimes be that animals such as small livestock will be suited to a country location but would not be appropriate in a built up urban area. There may also be exceptions in relation to animal/pet permissions. Please seek advice from us.

- (iii) If you allow any animals/pets to foul any of our property including shared areas, footpaths, roads or play areas you must clean the affected area immediately.
- (iv) You must not breed any animals or birds that will be used for commercial purposes without our written permission. You may require licenses or further permissions from governing bodies in relation to some animals or birds
- (v) You may only build any animal enclosures with our prior written consent

We may withdraw permission if, for example: the enclosure is not maintained or is substantially changed in any way.

9. Running a business from home

If you are considering starting a business that may be run from the property you must consult us first and gain prior written permission.

Example: A tenant proposing a home based computer business may not have an adverse effect but a tenant proposing a car repairs or sales business is likely to have a detrimental effect in relation to neighbours and also raises issues around health and safety and the suitability of a property for this purpose.

We will not unreasonably withhold permission but will take into account any potential adverse effect that the proposed business use has on neighbours.

Home business permission may be withdrawn if the business causes a nuisance.

10. Tenant Involvement

Our Responsibilities

- a) We must consult with any tenant or group of tenants on matters which may affect their tenancies, homes and estates. Any views and comments expressed will be taken into account when making a decision.

Your Rights

b) Right to Information

You have the right to see certain information held by us in relation to your own housing circumstances. If you want to look at any information then you should speak to the Housing Operations team.

We may charge reasonable administration costs associated with the provision of tenant information.

c) Right to join Tenants' Groups

You have the right to start or join a local tenants' group.

You should ask the Tenancy Participation team about groups in your area or about how to start one.

d) The Right to Manage

Tenant organisations have the right to take over managing their homes or estate. The scheme allows tenant organisations to run services instead of us. This type of management can only take place with our full written agreement. You should ask at the Housing Operations team for more details.

- e) As a member of the public you can attend Cabinet meetings, which decide how Council service are run and managed, and Housing Scrutiny Committee meetings, which scrutinise the Council's Housing Service. You can also attend meetings of the Housing Advisory board. You can find out more by enquiring at the Council.

11. Terminating the tenancy

This section deals with the ways that your tenancy may legally come to an end.

- a) If you want to leave the property you can end your tenancy by giving us four weeks' notice in writing. This notice must be signed and dated. Notice to end your tenancy must end on a Sunday. In the case of joint tenants notice from one tenant will terminate for all tenants. All keys to the property must be returned Customer Services at the Council, Southfield Road, Loughborough, LE11 2TR at the latest by the end of the four week period. You will be responsible for all rent until the end of the notice period or until the keys are returned to us, whichever is the latest. You must pay all outstanding charges due under the tenancy agreement.

A joint tenant's name cannot be taken off the tenancy agreement and he or she cannot be forced to leave the property without a court order. A joint tenant can end the whole tenancy by giving notice in writing.

- b) We require vacant possession of the property upon termination of the tenancy. We may take steps to evict anyone else who you have left in the property. We may make a reasonable charge against you for any costs incurred in repossessing the property if anyone has been left behind or for disposal of any items left behind or for the costs of cleaning, fumigating, making good, repairing the property or any part of it or replacing fixtures or fittings in it.
- c) You must leave the property clean, in good decorative condition, and free from pests and vermin, and you must make good any damage caused by you or persons residing in the property or visiting you. You must remove all possessions and belongings and anything that belongs to another person and leave the property clear of refuse and empty, except for fixtures and fittings that belong to us. We will not accept responsibility for anything left in the property at the end of the tenancy and we do not have any obligation to store any left items.
- d) You must return all keys, fobs and parking permits within or at the end of the Notice period to the council, Southfield Road, Loughborough, LE11 2TR. If you do not, we may charge additional rent and costs for any lock or fob replacements.

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

- e) If you have an **Introductory Tenancy** we can end the tenancy if you break this Agreement. We will serve you with a Notice of Intended Possession Proceedings giving you six weeks notice of our intention to apply for an order of the Court for Possession. Introductory Tenants **can** be evicted more easily than Secure Tenants. You have a right of review of the decision to serve a Notice of Intended proceedings. Further information on Introductory Tenancies is provided in the Tenants' Information Pack or is available from the Housing Operations team.
- f) If you have a **Secure Tenancy** we may end your tenancy if you break a term of this agreement by serving on you the appropriate statutory notice and obtaining a court order for possession. Further information on the grounds for possession is contained in the Tenants' Information Pack or is available from the Housing Operations team.

See also
Secure Tenancy
Demotion
Orders on page
13 relating to
Anti-Social
Behaviour.

g) Notice & Pre-termination inspection:

If you have given Notice to terminate your tenancy, we will require access to carry out an inspection of the property prior to the end of your occupation and we will arrange a suitable appointment with you to do this. The purpose of a property inspection is to ensure that any issues around damage or alteration to the property are resolved before the tenancy ends. You will have to pay for any repairs or other works that we have to carry out which are your responsibility or where you have been in breach of your tenancy.

If you do not pay rent or other reasonable charges owing when you end your tenancy we may go to court and ask for a Money Judgement Order to recover the debt. This may affect your credit rating and future housing applications.

Your Rights

h) Security of Occupation

You have the right to occupy your home for as long as you wish so long as you do not breach the conditions of your Secure Tenancy. If you breach this Agreement we may decide to start Court Proceedings to evict you.

You cannot be evicted from your home without a Court Order.

i) The Right of Succession to a tenancy

Succession is the transfer of your tenancy to someone after you have died. The law states that only certain people can succeed to your tenancy. Succession can usually only take place once, so if you inherited your tenancy from a relative, no one can or has the right to inherit your tenancy. However we may allow a succession to take place again in special circumstances.

The people who are legally entitled to succeed are:

- your husband or wife or civil partner with whom you live, or
- your unmarried partner with whom you have lived for at least twelve months, or
- your same sex partner with whom you have lived with for at least twelve months, or
- a member of your family for example child, parent, grandparent, grandchild, brother, sister, aunt, uncle, nephew or niece providing they have lived with you for at least twelve months.

Your husband, wife, partner or relative who succeeds you will become a Secure Tenant and will have the same rights as you under this Tenancy Agreement.

Where your home passes to someone other than your husband, wife or partner then we may consider whether your home is too big for your relative. If we decide that your home is too big for your relative then we

can serve a Notice within one year and can apply to the court for possession of your home. In these cases we will offer your relative a smaller home.

If you do not have a husband, wife or partner and there is more than one relative asking to succeed to your tenancy and if they cannot agree who will succeed you, we will decide.

j) The Right to assign your tenancy

Assigning your tenancy is where your tenancy is legally passed on to someone else by you.

Where there has been a legal assignment then you will no longer be the tenant for that property. Assignment is only allowed in the following situations:

- Assigning the tenancy under the Right to Exchange but only with our written permission; or
- In the case of Joint Tenants where the Court assigns the tenancy to one of the joint tenants following a divorce, family breakdown or dispute regarding maintenance for your children. This type of order is known as a property adjustment order. If you want to know more about this type of order then you should consult a Solicitor, the Citizen's Advice Bureau, or a Law Centre; or
- Assigning your tenancy to a person who is legally entitled to succeed you. This includes your husband, wife, civil partner, partner or relative (see right of succession above) You must have our written permission for this type of assignment and we may refuse permission if your home would be too big for your husband, wife, civil partner, partner or relative.

k) The Right to Exchange

Secure Tenants have a legal right to swap (exchange) their home with another Secure Tenant or Assured Tenant. **You must get our written permission first.** Permission cannot be withheld unless a current Notice of Seeking Possession or Demotion has been served or unless the exchange would lead to the property being too big or too small for the new tenant.

12. False Statement and Fraud

If you or someone acting on your behalf has made a statement relating to your housing application which you/they knew to be false or could be false or you/they deceived us regarding information supplied on your application, we may consider taking action to repossess the property under schedule 2 ground 5 of the Housing Act 1985.

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

13 Amendments to Legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendments or re-enactments of it.

14. Rights of Third Parties

The Provisions of the Contract (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that none of the terms of this tenancy agreement can be enforced other than by either the tenant or the landlord.

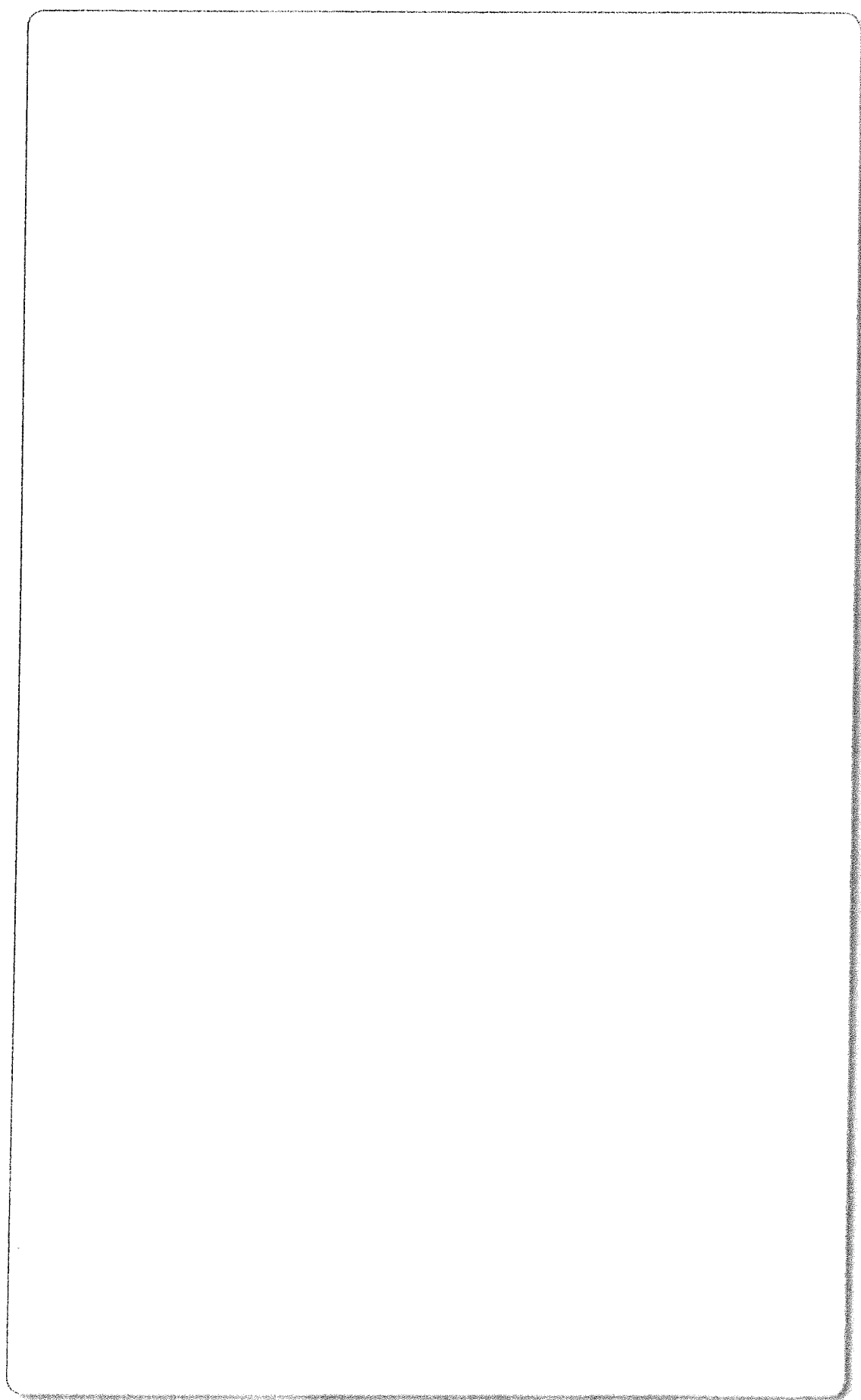
15. Variation of terms

This agreement may be varied at any time by the consent of both parties or by a Notice of Variation. Before we serve any Notice of Variation we will inform you of the proposed changes. Your views and comments will be considered. This procedure does not apply to changes in your rent which are dealt with in 5(f) above.

Further Information

16. Data Protection Act

Personal information supplied to us for the purposes of entering into this agreement will not be disclosed to other persons except in accordance with the requirements of the Data Protection Act 1998. Examples of reasons why personal information may be disclosed are for the purposes of preventing or detecting crime, apprehending or prosecuting offenders or assessing or collecting tax. We may also share your personal information, with your consent with partners to enable appropriate support referrals.





Charnwood Borough Council

Southfield Road Loughborough
Leicestershire LE11 2TR

Telephone: 01509 263151
Email: customerservices@charnwood.gov.uk
Visit: www.charnwood.gov.uk



INTRODUCTORY AND SECURE TENANCY AGREEMENT

CONTENTS

Section 1	Explanation of words* used in this agreement	4
Section 2	Tenancy details	5
Section 3	General terms	7
3.1	Type of tenancy	7
3.2	Your responsibilities	7
3.3	Your household	7
3.4	Data protection	7
3.5	Rent	8
3.6	Former rent arrears and other former debts	8
3.7	Services	8
3.8	Sheltered housing	9
3.9	Support charge	9
3.10	Service of notices	10
3.11	Altering this agreement	10
3.12	Rights	10
3.13	Legislation	10
3.14	Third parties	10
Section 4:	Your rights	12
4.1	Tenure – your right to occupy	14
4.2	Right to repair	12
4.3	Right to take in lodgers	12
4.4	Right to exchange your tenancy	12
4.5	Right to transfer by exchange	12
4.6	Right of succession	13
4.7	Right to improve	13
4.8	Right to compensation for improvements	14
4.9	Right to buy	14
4.10	Right to consultation	14
4.11	Right to complain	15
4.12	Right to alternative accommodation	15
4.13	Right to be treated equally	Error! Bookmark not defined.
Section 5	Our obligations to you	16
5.1	Possession	16
5.2	Anti-social behaviour	16
5.3	Liability	16
5.4	Repairs that are our responsibility	16
5.5	Decoration	17
5.6	Transfers	17
5.7	Boundaries	17
Section 6	Your obligations to us	18
6.1	Possession	18
6.2	Rent and charges	18
6.3	Support	18
6.4	Anti-social behaviour	18
6.5	Harassment	19
6.6	Our employees, agents, representatives and contractors	20
6.7	Domestic violence	20
6.8	Looking after your home	20
6.9	Repairs and decorations that are your responsibility	22
6.10	Alterations and improvements	23
6.11	Insurance	24
6.12	Health and safety	24
6.13	Disposal of rubbish	25
6.14	Gardens and balconies	26
6.15	Pets and other animals	26
6.16	Household pests	27

6.17	Communal areas.....	28
6.18	Parking and vehicle repairs.....	28
6.19	Using your home.....	30
6.20	Sub-letting your property.....	30
6.21	Assignment	31
6.22	Co-operating with us and access.....	31
6.23	Overcrowding.....	32
6.24	Owning or renting other residential property.....	32
6.25	Rules	33
6.26	Costs.....	33
Section 7: Ending the tenancy	34
7.1	If you wish to end your tenancy.....	34
7.2	If we wish to end your tenancy	34
7.3	Moving out.....	35
Declaration..	Error! Bookmark not defined.
Data matching.....		39
SCHEDULE OF SERVICES		36
Declaration		Error!
Bookmark not defined.		

These conditions of tenancy (sections 1 and 3 – 7), together with the separate tenancy details and the signing page, form your tenancy agreement

Section 1 Explanation of words* used in this agreement

‘Council’ ‘Landlord’ ‘We’ ‘Us’ ‘Our’	Charnwood Borough Council Southfield Road LOUGHBOROUGH Leicestershire LE11 2TT
‘Tenant’ ‘You’ ‘Your’	The person(s) named as tenant(s) in section 2 of this agreement.
‘Partner’, ‘Spouse’	Someone who is, or lives with you as, your husband or wife or a civil partner.
‘Agreement’	This tenancy agreement.
‘Premises’ ‘Property’ ‘Dwelling’ ‘Home’	The dwelling to which this tenancy agreement relates, including any garden. If your home is a top floor flat or maisonette, any loft space or area is not included in this tenancy.
‘Household’	‘You’ and any person living in your home including lodgers.
‘Communal areas’	Shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and footpaths leading to and from your home, and any grassed and cultivated areas, drying areas, play areas, forecourts and other shared areas forming part of the building or estate of which your home forms a part and which are owned and maintained by us.
‘Contractor’	Someone who is employed by us to do a certain job such as a repair. This may be someone from our own workforce or an independent contractor.
‘Neighbourhood’	The local area where you live.
‘Housing office’	Your housing office, normally Southfields, Southfield Road, Loughborough, Leicestershire, LE11 2TT.
‘Pet’	Any living creature that is kept by you in your home and for whose wellbeing and behaviour you are responsible.
‘Pest’	Any animal, plant or insect detrimental to humans, including (but not confined to) ants, cockroaches, bed bugs, wasps, mice, rats, beetles, fleas and pigeons.
‘Net rent’	The amount you must pay to us every week to us for the use and occupation of your home.
‘Services’	Equipment, amenities and labour (other than in respect of repairs to your home) that we provide to your home, to communal areas and to other properties owned by us and which benefits or is capable of benefiting you directly or indirectly.
‘Service charge’	The amount you must pay to us every week in addition to your net rent for the services that we provide, usually for communal facilities and services such as cleaning, communal lighting and communal lounges.
‘Sheltered housing’	Developments of specially designated housing where the tenants are provided with a support service (usually by a mobile warden) and where they have to be over a certain age (usually state retirement age) to be able to live there.
‘Warden charge’	The amount you may have to pay every week if you are receiving the services of a mobile warden.
‘Lifeline charge’	The amount you may have to pay every week if you subscribe to our Lifeline service
‘Other charges’	Any additional amount you have to pay to us every week such as water, council tax or heating. All ‘other charges’ are listed in this tenancy agreement.
‘Total rent’	The sum total of all the charges you have to pay to us every week.

* These words may be spelt with either a capital or a lower case letter

Section 2: Tenancy details

These tenancy details and the signing page, together with the separate conditions of tenancy (sections 1 and 3 – 7), form your tenancy agreement

2.1	Name and registered address of landlord	Charnwood Borough Council Southfields, Southfield Road LOUGHBOROUGH LEICESTERSHIRE LE11 2TT This is the address for service of notices (including notices in legal proceedings) on us. This clause gives you notice as required under section 48(1) of the Landlord and Tenant Act 1987	
2.2	Name(s) of tenant(s)		
		If two or more persons are named as tenants, references to “you”, “your” and “the tenant” are to both or all of you. Each person has all of the rights but is subject to all of the liabilities created by this agreement. This means that you will each be liable for keeping to all the conditions of tenancy. This includes being liable to pay all sums due under this agreement and not just your own proportion. You are also responsible for any other breaches of this agreement even if you did not break them yourself	
2.3	Address of the dwelling to which this tenancy agreement relates – your new home		
2.4	Description of your home:	Type of property	Choose an item.
		Is this property in a designated sheltered scheme?	Choose an item.
		Number of bedrooms	Choose an item.
		Floor (if applicable)	Choose an item.
		Maximum number of people who can occupy the property	Choose an item.

2.5	Payments for your home	NET WEEKLY RENT at the start of your tenancy		£	
		Other weekly charges (e.g.), currently comprising by subject to section 3.7.2. of this tenancy agreement	Service charge (including communal cleaning)	£	
			Mobile warden charge	£	
			Water	£	
			Heating	£	
			Council tax	£	
			Lifeline charge	£	
			Contents insurance	£	
			Other (state)	£	
		TOTAL OTHER CHARGES		£	
TOTAL WEEKLY RENT		£			
2.6	First payment	Your weekly total rent is payable in advance no later than 12 noon on the Monday of each week of your tenancy. If your tenancy starts on a day other than a Monday you must make a single payment for the part-week up to the next Monday. This payment is:	£		
2.7	Tenancy start date	Click here to enter a date.			
2.8	Type of tenancy (delete the non-applicable one)	Choose an item.			

Section 3 General terms

3.1 Type of tenancy

- 3.1.1 If this is an **introductory tenancy** (see section 2.8) it means that for the first twelve months there are certain rights that you will not have as an introductory tenant and your security of tenure will be less than that enjoyed by a full secure tenant. These reduced rights and lesser security of tenure are shown clearly in this agreement. **On the first anniversary of the tenancy start date it will become a full secure tenancy** without a new agreement being entered into unless;
- we have started legal proceedings to obtain possession of your home and those proceedings have not come to an end, in which case this tenancy will continue as an introductory tenancy until either we take possession of the dwelling or the proceedings are finally determined in some other way; or
 - we have extended this introductory tenancy for a further period of up to six months, in which case this tenancy will continue as an introductory tenancy for the period of the extension at which time it will become a secure tenancy unless we have started legal proceedings as above.
- 3.1.2 If we decide to extend your introductory tenancy we will give you a notice explaining why we have done this and you will have the right to request a review of our decision. We must give this notice at least eight weeks before the end of the initial twelve-month period. Details of the procedure to be followed if you wish to request a review will be set out in the notice.
- 3.1.3 If your tenancy is or becomes a secure tenancy you will receive the additional rights set out in this agreement. The other terms and conditions of this agreement will remain the same. As long as you occupy your home as your only or main home and you do not break any of the terms set out in this agreement you may live there for as long as you wish. However, we can require you to move out of your home under grounds 9 - 16 of schedule 2 of the Housing Act 1985 (as amended). Under these grounds we would offer you suitable alternative accommodation as a secure tenant.

3.2 Your responsibilities

As a tenant you are responsible at all times for the conduct of any person living in or visiting your home, including children.

3.3 Your household

When signing this agreement you must give us details of everyone who will be living in your home, including members of your own family. You must not allow more people to live in your home than the maximum stated in section 2.4 of this agreement. You must notify us immediately if there are any changes.

3.4 Data protection

- 3.4.1 By signing this agreement, you acknowledge that the council will hold and process any personal information (including sensitive personal data) about you that you provide or which has been or will be provided by third parties for the purposes of performing our functions as your landlord. This may include disclosure to other Charnwood Borough Council departments, our contractors carrying out work on our behalf or certain third parties (such as Leicestershire County Council and credit reference agencies) that are able to show that they are entitled to receive the information.
- 3.4.2 We will comply with the Data Protection Act 2018 and the General Data Protection Regulation when dealing with personal data. This means that your personal data will be processed in accordance with the law and no personal data will be sold to third parties. It also means that you have certain rights, including the right to

see data which we hold about you. We are only allowed to refuse access in limited circumstances, for example where information may identify a third party. You have the right to challenge information and may request the erasure or correction of records which you believe to be inaccurate. For further information about how and why we may process your personal data, your data protection rights or how to contact our data protection officer, please view the council's privacy notice.

- 3.4.3 If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on contact details to the company to whom the money is owed or any agent acting on their behalf.

3.5 Rent

- 3.5.1 We will collect your total weekly rent under this agreement over 48 weeks in each financial year (starting on the first Monday in April each year) unless there are 53 Mondays in the year, in which case we will collect your total weekly rent over 49 weeks. We will tell you at the start of the year which weeks are 'non-payment' weeks. If you owe us any rent you must still pay us in the 'non-payment' weeks. For the avoidance of doubt this section applies also to all charges as set out in section 2.5.
- 3.5.2 On the first Monday in the April following the agreement start date and on each first Monday in April after that date we may increase or decrease the net rent by giving you not less than four weeks' notice in writing. The notice shall specify the net rent proposed, together with all other charges. With the exception of the first time we increase your rent after your tenancy begins the rent will not be increased within 52 weeks of the last increase.
- 3.5.3 Although the total weekly rent is normally payable weekly in advance in accordance with section 2.6, you may if we first agree in writing pay it in advance on a different frequency, for example every fortnight or calendar month.
- 3.5.4 You are responsible for making an application for housing benefit, universal credit or any equivalent allowance if you wish to claim. You are responsible under this agreement for paying the total weekly rent whether or not you are entitled to or actually receive any housing benefit or universal credit housing costs.

3.6 Former rent arrears and other former debts

If you have rent arrears or other debts from a previous tenancy you had with us you agree to pay off those arrears as part of a separate agreement and payment account.

3.7 Services

- 3.7.1 In return for providing the services set out in section 2.5 of this agreement and subject to our rights of variation contained in this section you must pay a service charge if a figure is stated in that section. Unless stated in section 2.5 as payable to us as part of your total weekly rent, you are responsible for all other outgoings on your property such as gas, electricity, water and council tax, telephone, broadband/ internet access and television.
- 3.7.2 With effect from the first Monday in April after the beginning of your tenancy we may increase or decrease your service charge (if it applies) at any time if we give you at least four weeks' notice in writing, but we will not do this more than once a year unless there is a change in the services we provide.
- 3.7.3 We may, upon giving you at least four weeks' notice in writing, withdraw existing services or introduce additional chargeable ones from the schedule attached to this agreement. We will not introduce additional services that are not included in the attached schedule without consulting you first.

3.7.4 We may in the future set the service charge on the basis of the proportion that we assess as being reasonably attributable to your home of the estimated total cost over a period of twelve months ('the accounting period') of providing the services. If we do, we will give you at least one month's notice that we will do this from 1 April in any year and the following additional provisions will then apply:

- The service charge accounting period will normally be 1 April to 31 March or such other period as we may adopt from time to time at our discretion.
- At the end of each accounting period we will calculate how much we have actually spent on providing the services in that period. If we have overcharged or undercharged for them we will allow for any overpayment or underpayment in setting the new service charge for the following year;
- We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six calendar months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies of extracts from them. We will make a small charge to cover the cost of any copying.

3.7.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard.

3.8 Designated sheltered housing

3.8.1 If the property is in a designated sheltered housing development you agree that this tenancy is granted on the understanding that:

- you cannot opt out of paying for the mobile warden service;
- staff may hold a master key which will only be used to enter your home in an emergency;
- you are willing to submit relevant personal details for the emergency central control service ('Lifeline');
- in order to avoid access problems in an emergency you will not fix additional locks or chains on the main door without our prior written permission. We shall not unreasonably withhold our permission.

3.8.2 You also agree to accept the level of support services necessary for you to stay in your home and be able to live reasonably independently. You therefore agree to sign, and act in accordance with, a support plan, which should be agreed with the mobile warden within two weeks of the beginning of this tenancy starting. The support plan gives details of the level and type of support you need. It runs for the entire course of the tenancy and is reviewed at least once a year. The support plan will help you to:

- achieve economic wellbeing;
- be healthy;
- stay safe;

3.9 Warden charge

3.9.1 There is a separate charge for receiving the warden service (referred to as 'mobile warden charge' in section 2.5 above).

3.9.2 We may vary the support charge at any time by giving you at least four weeks' notice in writing of the new charge. This will usually be done at the same time as we increase your net rent - in April each year.

3.9.3 If your need for a care or support service arises during the course of your tenancy you will be responsible for entering into a separate agreement with another agency to provide that service. You must pay the other agency directly for any service that you receive from it.

3.10 Other costs of living in the property

Unless they are listed in section 2.5 above and so payable in your total weekly rent charge, you are responsible for all costs associated with living in the property, for example council tax, gas, water and electricity.

3.11 Service of notices

3.11.1 Any notice that you need to give to us will be validly served if it is received by us at the address stated in section 2.1 above. We may if we wish nominate a different address for this purpose.

3.11.2 Any legal notice, or any other communication arising from this agreement, will be validly served on you if posted to or delivered to your home or left with a member of your household.

3.12 Altering this agreement

The terms of this agreement (other than those relating to payment of rent, service and other charges) may be varied in accordance with the procedure set out in sections 102 and 103 of the Housing Act 1985. We may change any of the terms of this agreement either by agreement between us or by giving you 28 days' written notice of the variation. Before serving such a notice we will inform you in writing of the details of the proposed change and will consider any comments you may have.

3.13 Rights

3.13.1 We grant you as part of this agreement the right in common with other persons having the same right to pass over the communal stairs, landings and other means of access for the purposes of going to and from your home.

3.13.2 We reserve the right to fix to the exterior of your home, or over or under it, wires, pipework and other structures or fittings.

3.14 Legislation

All references in this agreement to acts of parliament include references to any changes to or replacements of them.

3.15 Third parties

The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This agreement is not intended to and does not give rights to any third parties to enforce any provision contained in it.

3.16 False statement and fraud

We may take possession action against you if you (or anyone acting for you) have knowingly or recklessly making a false statement to us in order to obtain this tenancy. We are required by law to participate in the National Fraud Initiative data monitoring exercise. 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.

Section 4: Your rights

You have the following statutory rights:-

4.1 Right to repair

- 4.1.1 You have the right to have repairs carried out to your home under section 96 Housing Act 1985 (as amended); and the regulations made under it apply to this agreement.
- 4.1.2 Your right to repair means that in certain circumstances if we do not do certain urgent repairs on time you can ask for another council-approved contractor to do the work. If the second contractor does not do the work on time you may be able to claim compensation. You may contact us for more information on this.

4.2 Right to take in lodgers

You have the right to take in a lodger so long as you let us know the name of the lodger and that you do not allow your home to become overcrowded and exceed the permitted number as set out in 2.4 above. **While you are an introductory tenant you do not have the right.**

4.3 Right to exchange your tenancy

- 4.3.1 You have the right to exchange your tenancy with another or our tenants, a tenant of another council or a tenant of another registered provider of social housing, such as a housing association, provided that you have our written permission and the other tenant has the written permission of their landlord. The exchange will be via an assignment of each tenancy. Your right to exchange is governed by schedule 3 of the Housing Act 1985 (as amended), which states the grounds on which we can refuse to agree a mutual exchange. **While you are an introductory tenant you do not have this right.**
- 4.3.2 If your tenancy began on or after 1 April 2012 and you wish to exercise your right to exchange your tenancy under section 4.4 above and the person with whom you wish to do the exchange holds a flexible tenancy that exchange will be by assignment and you will inherit a flexible tenancy rather than the 'lifetime' secure tenancy that you hold under this agreement. We can only withhold our consent on the grounds specified in Schedule 14 to the Localism Act 2011. **While you are an introductory tenant you do not have this right.**
- 4.3.3 You must pay any rent arrears or put right any other breach of your tenancy before we give permission for the exchange to take place.
- 4.3.4 You must not ask another person to make a payment to you in connection with a tenancy exchange or make such a payment yourself.

4.4 Right to exchange by transfer

If your tenancy began before 1 April 2012 and you wish to exercise your right to exchange your tenancy under section 4.4 above and the person with whom you wish to do the exchange holds a flexible tenancy that exchange will be by both parties surrendering (giving up) their tenancies rather than assigning them. As a secure tenant you will be granted a new secure tenancy. **While you are an introductory tenant you do not have this right.**

4.5 Right of succession

4.5.1 Unless you are a successor yourself and provided they were living with you at the time of your death, if you die your tenancy will automatically pass to your spouse or civil partner. If your tenancy began on or after 1 April 2012, that right will be granted also to someone living with you as spouse or civil partner. This is called “succession”.

A successor is someone:

- who obtained this tenancy or a previous tenancy from us as a result of the death of a previous tenant
- who was a joint tenant but following the death of the other joint tenant is now a sole tenant
- who has obtained this tenancy otherwise than by way of a tenancy exchange (unless they were a successor in respect of another tenancy) or an order made in family or civil partnership proceedings.

4.5.2 If you do not have a spouse or civil partner and your tenancy began before 1 April 2012, then provided that you are not a successor as defined above the tenancy will pass to another member of your family as defined by section 113 of the Housing Act 1985 who has been living with you for a continuous period of at least twelve months before your death.

4.5.3 If your tenancy began on or after 1 April 2012, there is no statutory right to succeed in the circumstances set out in 4.5.2 above but we will grant a succession if all conditions set out in 4.5.2 are fulfilled. If you are living with someone as if they were your spouse or civil partner then you have the right to succeed as set out in 4.5.1 above.

4.5.4 If a joint tenant dies the tenancy will pass to the other joint tenant; and that will count as the one allowed succession.

4.5.5 If there is more than one person entitled to succeed and they cannot agree who is to do so, we will decide which person will have the tenancy.

4.5.6 If someone succeeds under 4.5.2 or 4.5.3 above to a property that is larger than their reasonable housing needs require or it is designated as sheltered accommodation and the successor is under the minimum age to qualify to live there, we will expect them to move to more suitable and where appropriate smaller accommodation that will be offered to them. If they refuse to accept the alternative accommodation offered, we have the right to apply to court for an order for possession.

4.5.7 We cannot compel a successor who was your spouse or civil partner or, in cases where the tenancy began on or after 1 April 2012, a person living with you as your spouse or civil partner to move to accommodation more suited to their needs; but we may offer them such a move. If they request a move, we will try to help them with their request.

4.5.8 While this tenancy remains an introductory tenancy, a successor will succeed to an introductory tenancy.

4.6 Right to improve

Subject to section 6.10 below you have a general right to improve your property provided the improvement is agreed in writing by us, complies with all planning, building and environmental requirements, takes into account that there may be asbestos present (N.B. asbestos is a hazard if disturbed or in poor condition. You must not undertake intrusive works without first obtaining our written permission; and you must check with us that there is no asbestos present before starting work), does not affect your neighbours adversely and does not damage or affect the property or

neighbouring properties adversely. **While you are an introductory tenant you do not have this right.**

4.7 Right to compensation for improvements

When your tenancy comes to an end you may claim compensation for certain types of improvements you have made to your home so long as they've been made after 1 April 1994. You must have had our written permission first (see section 6.10 below). You will need to be able to produce bills and receipts to support your claim. We will then work out how much compensation to pay you after allowing for wear and tear, etc. You may contact us for more information on this. **While you are an introductory tenant you do not have this right.**

4.8 Right to buy

You have the right to buy your home (outright or under shared ownership) under the Housing Act 1985 unless you live in sheltered housing or other housing excluded from this right by that legislation. **While you are an introductory tenant you do not have this right but the time spent as an introductory tenant may count towards the qualifying period.**

4.9 Right to manage

You have the right to set up a tenant management organisation and that organisation exercise its statutory right to manage in accordance with current statutory regulations

4.10 Right to consultation

You have a right to be consulted on matters that affect or are likely to affect substantially the way your home is managed or maintained.

4.11 In addition to your statutory rights as a secure or (where applicable) introductory tenant you also have the following rights as part of this tenancy agreement

4.11.1 Tenure – your right to occupy

- (a) You have a right to occupy the property peacefully. We will not interrupt or interfere with that right as long as you, your lodgers, friends, relatives, visitors and any other person living in your home, keep to the conditions of this agreement, except where:
 - access is required, subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property; or
 - we are entitled to possession at the end of the tenancy;
- (b) While you are an introductory or a secure tenant, we can only end your tenancy by obtaining and executing an order for possession. More details are given of this in section 7 below. We may also apply for a demotion order under section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003). If this tenancy has been demoted (which is similar to an introductory tenancy) we may ask the court to make a possession order under provisions of the Housing Act 1996. These give the court very limited powers to refuse a possession order.

- (c) We can also ask the court to make an injunction under the provisions of the Housing Act 1996 (or for any other similar order which may replace or amend it, including those powers under the Anti-Social Behaviour, Crime and Policing Act 2014). An injunction may include a power of arrest and an order excluding you from your home or other area to stop you from breaching any terms of this agreement or using your home for unlawful purposes. We may also apply for an injunction against an individual who engages in anti-social behaviour; this could be you, a member of your household or a visitor to your home.
- (d) Your right to occupy your home is at risk if you do not keep to the terms of this agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.
- (e) You will remain an introductory tenant or a secure tenant only for so long as you occupy your home as your only or main home.

4.11.2 Right to complain

If we do not meet our responsibilities under this agreement you have the right to make a complaint using our complaints procedure. The procedure operates in accordance with the requirements of the Regulator of Social Housing or its successors as laid down from time to time. To make a complaint you should contact us by phone, letter, e-mail or in person at our offices.

4.11.3 Right to alternative accommodation

If we require you to move because we need to undertake major repairs or modernisation to your home as part of our investment programme we will offer you temporary alternative accommodation that reasonably suits your needs in terms of type, and size.. Your security of tenure of and right to return to your property will not be affected.

4.11.4 Right to information

You have the right to have information published by us about the terms of your tenancy, the right to buy, your repairing obligations and for you to have a copy of your tenancy agreement.

Section 5 Our obligations to you

5.1 Possession

We will give you possession of your home at the start of this agreement.

5.2 Anti-social behaviour

We will deal very firmly with anti-social behaviour and take all reasonable steps to investigate your complaints into alleged breaches of tenancy by others. We will take such action as we consider appropriate in cases of anti-social behaviour, harassment/hate crime, including noise, threatening or intimidating behaviour, violence, vandalism, graffiti and pet nuisance.

5.3 Liability

By law, we must remedy any defects in your home for which we are responsible that could damage your health. You must tell us about any such defects as soon as you know about them. If you do and we fail to remedy them you have the right to apply to the courts for an order forcing us to carry out our duties.

5.4 Repairs that are our responsibility

5.4.1 We are responsible for repairs to the structure and exterior of your home including drains, gutters and outside pipes but excluding glazing. We are responsible for the maintenance of boundaries that we own and which divide our property from land that we do not own. We will keep the installations in your home for gas, electricity and water supplies, heating and hot water, in good repair and working order. We are also responsible for basins, sinks, baths, showers (including level-access showers), lavatories and kitchen units.

5.4.2 We are not responsible for repairing anything:

- which you or someone living in or visiting your home have damaged; or
- which you have brought to or fitted in your home;
- anything for which you are responsible under clauses 6.9.1 and 6.9.2.

5.4.3 We will maintain all boundaries, fences, hedges and walls that we own and which divide our land and property from land belonging to others. We are not responsible for maintaining or replacing fences, walls or hedges that form a dividing boundary between you and your next-door-neighbours.

5.4.3 You must tell us immediately of any repair or defect that is our responsibility under this condition. We will usually make an appointment with you for our contractor to visit your home to inspect and/or undertake the work.

5.4.4 You must contact us in advance if you are unable to keep a repairs appointment we have made for you. You must do this by the end of the working day before the date of the appointment. If you do not cancel an appointment we may charge you for the inconvenience caused to us and our contractors if we/they are unable to gain access to the property at the appointed time.

5.4.5 We will take reasonable care to keep all communal areas and amenities in a condition where they can be used safely by you. This includes:

- lifts;

- laundries;
- drying rooms;
- common rooms;
- play areas;
- domestic refuse facilities
- and communally-provided equipment/installations including:
- door entry;
- alarm call;
- fire alarm;
- lighting
- aerials

5.5 Decoration

We will decorate the exterior of your home, exterior woodwork and communal areas as necessary. If our contractors damage your decorations during the course of any works, including repairs and improvements, we may offer a decoration grant subject to the extent of damage and the existing standard of decoration. We will not guarantee a match with your existing decorations or floor coverings. If decoration work is required because you are in breach of your tenancy you will be recharged for any works carried out.

5.6 A professional service to you

At all times we will treat you with courtesy and respect.

5.7 Transfers

We will consider any application you make for a transfer to another property. Other than in the most exceptional circumstances transfer applications will be dealt with in accordance with the council's allocations policy.

5.8 Boundaries

We will use our best endeavours to tell you which boundaries to your property for which you are responsible.

5.9 Enforcement of tenancy conditions

If you breach any condition of your tenancy we will use all lawful and proportionate means to enforce them, including taking possession action, applying for an injunction or using enforcement powers available to us to tackle anti-social behaviour and harassment and domestic violence (see s.6.27).

Section 6 Your obligations to us

6.1 Possession

You must take possession of your home at the start of this agreement and live in it as your only or main home.

6.2 Rent and charges

You agree to pay the total weekly rent at the times and in the manner specified in section 2.6.

6.3 Support

You agree to comply with your obligations regarding support which are set out in section 3.8 of this agreement.

6.4 Anti-social behaviour

6.4.1 As a tenant you are responsible at all times for the conduct of your friends, relatives and any other person living in or visiting your home, including children. Any breach of this agreement by them will be treated as a breach by you.

- 6.4.2 You, your children, friends, relatives, visitors and any other person living in your home must not:
- do anything that causes or is likely to cause a nuisance, annoyance, harassment, alarm or distress to any other person living, visiting or working in the neighbourhood;
 - cause damage to property belonging to us or other people or organisations in the neighbourhood;
 - commit any criminal offence in or in the locality of your home;
 - use your home for any criminal, immoral or illegal purpose;
 - keep any firearm, shotgun or any item made for use as a weapon in your home without the necessary certification required by law or keep in your home any item adapted for use as a weapon;
 - You must also request written permission from us to keep these items.

- 6.4.3 Conduct for which we can take legal action against you for breach of tenancy includes but is not limited to:
- using or threatening violence;
 - being present at the scene of a riot;
 - intimidating behaviour and abusive language including persistent arguing;
 - action or behaviour, including (but not restricted to):
 - verbal abuse;
 - intimidatory remarks or language;

- abusive letters or telephone calls;
- written or printed material;
- graffiti;
- text-messages and e-mails,
- posts on social networks such as Facebook

on any subject covered in 6.5.1 below, **whether personally or generally directed;**

- noise that is unreasonable and intrusive or disturbing to neighbours, including loud music, television, radio, DIY and noise outside your home e.g. car stereos, shouting and parties, etc.
- not keeping your children's behaviour or visiting children's behaviour under control;
- persistently banging and slamming doors;
- deliberately damaging and/or vandalising property;
- criminal convictions for offences committed in your home or neighbourhood, including theft, offences against the person, affray, sexual offences and fraud;
- drug misuse (for example, consumption of cannabis) that causes a nuisance to neighbours;
- drug-dealing, possession, cultivation or production;
- engaging in behaviour including (but not limited to) verbal abuse, criminal damage, damage to council landscaping/property or more serious nuisance;
- dumping rubbish anywhere other than on a civic amenity site or at a facility designated for this purpose;
- graffiti and other markings;
- not keeping your pets under control and allowing dogs to bark persistently or foul communal areas;
- breaking shared security e.g. letting strangers into communal blocks and jamming communal entry doors open;
- persistently repairing motor vehicles;
- inciting or encouraging any other person to do any of the above; and
- voluntary membership of a gang or allowing a member of a gang to visit the property. When we refer to a "gang" we mean the definition applied by the Metropolitan Police as amended from time to time, which is a "*group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or demonstrate status) which is causing significant harm to the community and/or is of cross-border concern*".

6.5 Harassment

- 6.5.1 You, your children, friends, relatives, visitors and any other person living in your home must not harass anyone in your home or in the neighbourhood because of, for example, their race, colour, appearance, religion or belief, ethnic or national origin, sex, transgender identity, disabilities, age, sexual orientation, pregnancy, their medical or marital status, or any other perceived difference. This includes such conduct towards our staff or contractors. Harassment or 'hate crime' is a criminal offence.

6.5.2 Conduct for which we can take legal action against you for breach of tenancy includes but is not limited to:

- intimidation;
- violence or threats of violence towards the person, their children, family members and pets;
- verbal, written or internet/social networking-based abuse or insults;
- damaging or threatening to damage property belonging to another person, including damage to any part of their home;
- writing threatening, abusive or insulting graffiti or posting offensive material or objects to someone's home;
- doing anything likely to interfere with a person's peace or comfort that is personally targeted at them because of who or what they are.

6.6 Our employees, agents, representatives and contractors

6.6.1 We wish to make our service accessible and responsive to all tenants. We will not tolerate threatening or intimidating behaviour, harassment, physical violence, verbal abuse or aggression towards anyone, including our officers, agents and contractors, wherever this takes place. We **will** take legal action against you if you breach this condition. This applies to you, people who live with you (including your children) and people who are visiting you and their children.

6.6.2 You must treat our staff, agents, representatives and contractors and anyone acting on our behalf with courtesy and respect and you must not make offensive comments to them. We will support these people if they refuse to interview, visit, or speak to you on the telephone. We may also refuse you entry to our offices.

6.7 Domestic violence

You must not use, attempt or threaten to use violence or abuse, whether physical, emotional, sexual, mental or economic, against any other person (including children) living with you or within an intimate and/or family relationship. If you do and that person and/or their children have to leave your home because of your conduct we may take steps to evict you from your home.

6.8 Looking after your home

6.8.1 **You must look after your home, which includes all external as well as internal areas.** You, your children, friends, relatives, visitors and any other person living in your home **must**:

- not cause damage to your home, to our property or to the property of your neighbours;
- not neglect your home or let it fall into disrepair;
- keep the inside of your home clean and in good decorative order. If we have to arrange to clean your home because of your own actions or neglect we will recharge you for the cost of doing this;
- ensure that the inside of your home is not cluttered to a level that obstructs access in and out of it, restricts movement within it or creates a fire safety risk;

- keep the outside of your home, including (but not limited to) gardens, fences and hedges for which you are responsible for maintaining, sheds and garages, in a clean, tidy and safe condition at all times;
- take reasonable precautions to prevent water pipes bursting through frost or the property being damaged by fire;
- keep your home secure at all times using all security locks where provided;
- keep your windows clean unless you pay for this through a service charge, in which case it will be listed in section 2.5 above;
- not cause damage to any of our fixtures and fittings, including glass, inside your home or in communal areas, deliberately or through misuse or negligence;
- not run any electrical cabling as spurs to or from the dwelling connecting with outside structures such as sheds, garages, summerhouses or other attached or detached outbuildings without written consent;
- other than portable equipment (e.g. garden or pressure-washing machinery) on a temporary basis, not run any electrical appliances, including lighting, from extension leads connected to the existing ring main in conjunction with or without the use of a residual current device (RCD);
- request and obtain permission to use any scooter storage facilities provided before acquiring a scooter;
- provide **safe** storage and recharging facilities for motorised wheelchairs/scooters that belong to you. In sheltered housing we may provide storage and recharging facilities for electric wheelchairs/scooters. It will remain your responsibility to ensure that they are safe and secure within that designated area;
- request and have obtained written permission from us prior to carrying out any repairs that are our responsibility under section 5.4 of this agreement; this includes external and internal communal area decorations.

6.8.2 If you live in a flat or maisonette other than on the ground floor and are not planning to install appropriate floor coverings such as carpet and underlay in living rooms, bedrooms, hallways, stairs and landings; and vinyl or linoleum in kitchens, bathrooms and lavatories you must seek our permission first before installing any other type of covering such as laminate flooring

6.8.3 You must report any repairs that are our responsibility without delay and as soon as you are aware of them. **This includes repairs such as blocked drains, water leaks, structural defects and problems with water, gas electricity and fire appliances.** You must not prevent our staff or contractors from carrying out the required work and you must cooperate in making appointments for them to attend your home.

6.8.4 You are responsible for repairing any damage to your home that is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home. You will also have to pay for the cost of repairing any damage to other property or to the communal areas which is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home. In the absence of a police crime number you are responsible for the repair and replacement of all broken windows in your home.

6.8.5 You are responsible for repairing any damage to your home that is caused deliberately or negligently by your own possessions, fixtures and fittings. You will also have to pay for the cost of repairing any

damage to other property or to the communal areas which is caused deliberately or negligently by your own possessions, fixtures and fittings.

6.8.6 If we consider that repair or replacement of such damage is necessary:

- You may arrange for the repair or replacement to be carried out by a suitably qualified person, at your own expense, within an agreed period of time and to our satisfaction.
- If you fail to do so, we may carry out the repair or replacement and charge you for the cost of the works, plus a reasonable administration fee and VAT.

6.9 Repairs and decorations that are your responsibility

6.9.1 You are responsible for keeping your home clean and in a good state of decoration, and for renewing or replacing the following items, unless they are our responsibility under sections 5.4 and 5.5 above:

- Door locks, keys and fobs including suited keys (fobs, communal and suited keys are only obtainable from us at our offices. This does not apply if your door opens on to our enclosed communal area as it is likely to be a fire door; and you must not interfere with the door as this may compromise its fire-resisting properties.
- Door furniture;
- Cupboard latches;
- Light pull cords that aren't attached to the electricity supply;
- Waste bins;
- Internal decoration;
- Lavatory seats and lavatory roll holders;
- Shower hoses and spray heads that are not part of the fixed plumbing system;
- Plugs and chains to sinks, wash handbasins and baths;
- Internal doors;
- Architraves [the moulded trim around door frames];
- Skirting boards, pelmets and curtain battens;
- Shelving;
- Coat rails and hooks;
- Glazed wall tiles;
- Door bells;
- Broken windows and front/back door glass caused by accidental damage or without a crime reference number;
- Smoke alarm batteries;

- Washing lines and rotary driers unless communal;
- Fences and hedges that divide your property with a next-door-neighbour's and which have been identified in section 2.4 as yours to maintain.

6.9.2 In addition you are also responsible for:

- clearing blocked wastes to sinks, baths, showers and wash handbasins;
- plumbing-in to washing machines and dishwashers;
- easing of doors to fit carpets;
- minor pre-decorative repairs to plaster cracks in walls; N.B. Asbestos may be present in your home. Asbestos is a hazard if disturbed or in poor condition. You must not undertake intrusive works without first obtaining our written permission; and you must check with us that there is no asbestos present before starting work.
- minor repairs to kitchen units, e.g. tightening screws to and adjusting drawers and cupboard doors;
- re-setting time clocks;
- bleeding radiators;
- other fixtures and fittings, and any alterations or improvements you have made.

6.9.3 We may at your request and at our discretion carry out repairs for which you are responsible if you and your household are not able to do so or arrange the work because of your age or a disability or other special reason. If so, we will charge you for the cost of the work, plus a reasonable administration fee and VAT. We will tell you how much this work is going to cost before doing it.

6.10 Alterations and improvements

6.10.1 **You do not have the right to alter or improve your home in any way unless and until this tenancy is or has become a full secure tenancy.** If this tenancy is or does become a secure tenancy you must not make any alteration, improvement or addition to your home or its fixtures, fittings and outbuildings without first obtaining our written permission. We will not unreasonably withhold our permission but we may attach conditions, including a condition that you return your home to its original state before the end of your tenancy. This also includes adaptations to your property because of a disability you may have.

6.10.2 As well as obtaining our permission you must apply for and obtain any planning, building control and other permissions that are needed. These are not covered by our written permission as landlord and are given separately by the planning department. We may withdraw any permission granted under this agreement to alter, improve or add to your home if other permissions are not obtained or if works are carried out otherwise than in accordance with those permissions.

6.10.3 You must be aware, when carrying out any permitted improvements, that there may be asbestos present in your home, and that asbestos is a hazard if disturbed or in poor condition. You must not undertake intrusive works without first obtaining our written permission; and you must check with us that there is no asbestos present before starting work.

6.10.4 You must not alter or decorate the outside of your home in any way without our written permission. For example, you must not fix a security grille to your external windows or doors or put up a satellite

dish, aerial or other radio or telecommunications equipment to the exterior of your home. You must not erect or alter anything else including garages, sheds, greenhouses, pigeon lofts, parking spaces, driveways and walls without our written permission.

- 6.10.5 Any alteration, improvement or addition carried out must be undertaken by a suitably qualified person. In the case of electrical work, this means an NICEIC or NAPPIT-registered and qualified electrician, and in the case of gas work, this means a Gas Safe Register (formerly CORGI) registered gas engineer. You must supply us with a valid certificate in respect of gas or electrical work carried out.
- 6.10.6 We have the right to inspect any work that you have carried out.
- 6.10.7 You are liable for any damage caused to your home or adjoining property or its fixtures and fittings resulting from any improvements, alterations or additions that you make. Any work necessary to repair damage caused to your home or any adjoining property resulting from improvements, alterations or additions you have made must be carried out to our reasonable satisfaction. If it is not, we may carry out the work required and if we do we are entitled to charge you for the cost of the work, plus a reasonable administration fee and VAT.
- 6.10.8 If you carry out any alteration or improvement which needs to be removed and reinstated in order for us to fulfil our own repairing obligations you will be responsible for the cost of removal and reinstatement and any consequential damage caused to the property in doing this.
- 6.10.9 Any approved alterations and improvements automatically become our property when your tenancy ends (except for satellite dishes and television/FM aerials) unless we ask you to remove them in accordance with section 6.10.1.
- 6.10.10 If you make any improvements or alterations without our permission or if you fail to remove any improvements or alterations when required to do so, you agree that we may remove them at that time or when your tenancy ends; and, if we do, may charge you for the cost of the work, plus a reasonable administration fee and VAT.

6.11 Insurance

- 6.11.1 You must arrange your own insurance for an alteration, improvement or addition to your home made by you and for any fixtures or fittings left by a previous tenant and accepted by you as part of the tenancy.
- 6.11.2 We insure the structure of your home. You are responsible for insuring the contents and insuring against personal liability. You can be liable for damage to your home or injury caused to another person and you should make sure that you have adequate insurance against such risks.

6.12 Health and safety

- 6.12.1 You must not do anything in your home or the locality that could cause a danger to others living in your home or neighbourhood. This includes allowing anyone into the shared areas of a building unless you know that they have a right to be there.
- 6.12.2 If we have fitted a smoke or carbon monoxide detector in your home you must:
- check it regularly by pushing the test button;
 - replace its battery at least once a year if it [smoke or carbon monoxide detector] is not hard-wired into the mains electricity supply;
 - if you live in sheltered accommodation, report any defect to your scheme manager;

If you fit your own smoke or carbon monoxide detector, you must ensure it conforms to the relevant British Safety Standard and contains the British Standard kite mark (or any replacement safety standard).

6.12.3 You must not store anything at your home that is dangerous or may become dangerous or might cause fire, flood or other damage to your home or other properties in the neighbourhood. In particular, you must not:

- use portable/free-standing oil, paraffin or liquid petroleum gas (LPG) heaters without our prior written permission;
- store inflammable materials, liquids or gases in your home or on our property or land other than such as may be reasonably required for normal domestic or medical use, or in a manner that contravenes manufacturer's instructions or advice or legal regulations on use and storage;
- store dangerous or offensive substances in communal areas;
- alter or tamper with the electricity or gas supply, including door entry, fire alarm or alarm call equipment;
- obstruct or block any air vents serving the gas supply to or gas appliances in the home or communal parts;
- tamper with any equipment for detecting or putting out fires;
- store or hoard excessive amounts of personal possessions or fail to dispose of rubbish inside your home so that your home becomes a risk to your health and that of others, an obstruction that delays or prevents our ability to fulfil our obligations to keep your property in good repair as set out in sections 5.4 and 5.5 above or a fire risk;
- do anything or neglect to do something within your home or the communal areas where you live that creates a fire risk or fail to act upon our reasonable advice for you to do something in order to reduce the risk of fire in or around your home or to stop doing something that is creating a fire risk.

6.12.4 You must co-operate and comply with any measures taken to protect the security of your home and adjacent properties. This includes the requirement to keep all external doors closed at all times. You must comply with instructions on how to use alarm call systems.

6.13 Disposal of rubbish

6.13.1 You must:

- dispose of all household rubbish in a safe and hygienic manner and only in designated, provided bins;
- dispose safely and hygienically any hazardous waste, including syringes, nappies, sanitary towels and incontinence pads and do so in designated areas only;

6.13.2 You must not:

- leave syringes or needles in any area where others, particularly children, might come into contact with them;

- throw anything out of windows or off balconies;
- cause drains or wastes to become blocked as a result of putting inappropriate items down them such as oils and fats, disposable nappies, “wet wipes” or equivalent, and anything bulky and/or not bio-degradable.

6.14 Gardens and balconies

6.14.1 You must:

- keep your garden and balcony areas (if any) tidy and free from rubbish and obstruction. This includes boundary markings;
- ask for our written permission before you plant trees, large shrubs or hedges in your garden. You will become responsible for any future works and costs associated with any trees or large shrubs you plant;
- unless agreed otherwise in writing in relation to particular trees in your garden, at your own expense ensure that any trees or bushes in your garden are kept to a manageable height and spread and do not cause nuisance or damage to your neighbours or their or our property through, for example, root damage.

6.14.2 You must not:

- use any garden or balcony to store rubbish or scrap;
- do anything on the balcony, in the garden or outside areas that is likely to cause a nuisance to other people such as allowing water to escape, lighting fires or throwing items;
- allow children onto balconies, or any other area which could prove dangerous, without responsible adult supervision;
- construct a pond without our written permission or carry out any work to your garden without our written permission that requires excavation or installing a water or electricity supply;
- cut down or uproot any trees or remove, alter, replace or plant any hedge or fence at your home without first getting our written permission.

6.15 Pets and other animals

6.15.1 Pet ownership is governed by our pets policy, a copy of which is available upon request or online, the principal conditions of which are as follows:

- You must ask for and get our written permission before keeping any pet in your home;
- Permission is not required for you to have a registered assistance (e.g. guide) dog; but you must tell us;
- In sheltered accommodation we will normally refuse permission for you to keep a dog or a cat unless you can get in and out of your home without passing through any internal communal area;

- We will refuse permission for you to keep a dog that is of a breed prohibited by the Dangerous Dogs Act 1991 (or any cross-breeds involving one or more of those breeds) or any similar legislation, or any other wild, dangerous, venomous or poisonous creature or any animals covered by the Dangerous Wild Animals Act 1976 or if you request to keep livestock other than chickens.

6.15.2 If permission is given, you must:

- keep dogs on a lead in communal areas and on our land;
- keep dogs restrained when our employees, contractors or agents are visiting you;
- clean up after your dog or cat by removing and disposing of faeces hygienically, using dog bins if provided;
- keep pets in appropriate enclosures, which are adequate for their needs and from which they cannot escape.

6.15.3 If permission is given, you must not:

- allow a dog to become distressed, causing it to bark and cause a nuisance to your neighbours, through, for example, being left alone in the property;
- cause a nuisance by breeding any animals or birds at your home or breed commercially;
- allow any pet you keep at your home to cause a nuisance or danger to anyone in the neighbourhood or anyone visiting your property;
- leave a pet unattended or unrestrained in a communal area outside or inside;
- neglect or abuse your pet;
- allow pets to foul the communal areas around your home or footpaths or play areas in the neighbourhood;
- allow your property to become hazardous to health through pet ownership;

6.15.4 If in our reasonable opinion there has been a breach of the terms set out in sections 6.15.1 to 6.15.5 above, or if we consider that your pet has caused damage to your home, other property or a nuisance or annoyance to anyone in the neighbourhood we may give you notice withdrawing our permission and ask you to remove it from your home. You must do this within the time stated in the notice. If you fail to do so we may take legal action against you for breach of tenancy.

6.16 Household pests

6.16.1 We will arrange for treatment to be carried out where infestations of pests occur in communal areas of blocks of flats or sheltered schemes.

6.16.2 You are responsible for getting rid of infestations in your home and where necessary for paying for a contractor to get rid of them. If you fail to do this, we may arrange for the necessary work to be done and if we do may charge you for the cost of the work, plus a reasonable administration fee and VAT.

6.16.3 You must not feed pigeons, squirrels and other vermin either at your home or in communal areas.

6.17 Communal areas

6.17.1 You must not place or store any items in communal areas and communal balconies. You must keep them free from rubbish and obstructions such as bicycles, mopeds, wheelie bins, prams/pushchairs, furniture or wheelchairs including motorised versions. If you break this condition we may charge you for the cost of removing and storing or disposing of the item(s) plus a reasonable administration fee and VAT.

6.17.2 You must keep internal communal areas, including bin stores, entrances, fire exits, lobbies, stairs and landings clear and free from rubbish and obstructions.

6.17.3 You must cooperate with your neighbours in keeping communal areas and communal balconies clean and tidy in between cyclical cleaning service visits, if these are provided.

6.17.4 You must keep external communal areas, passages, landscaped areas and footpaths clear and free from rubbish and obstructions.

6.17.5 You may place a small area of carpeting or a mat immediately outside your front door but any carpeting or mats you place in communal areas must be certified non-slip. We reserve the right to ask you to remove anything of this nature in communal areas that we believe could be classified as a trip, fire, or other hazard or as impeding our employees, agents or contractors carrying out their lawful or contractual work. If you fail to remove such items after having been given reasonable notice we may remove and dispose of the items ourselves.

6.17.6 You must not erect or install any washing lines (other than rotary lines) in any areas other than those that you have exclusive use of and access to;

6.17.7 You must not install any CCTV cameras (live or dummy) in or on any internal or external part of the building or communal area.

6.18 Parking and vehicle repairs

6.18.1 You are responsible for:

- any vehicle parked at your home, elsewhere on our land or in the neighbourhood wherever and however it is parked;
- the contents of your vehicles when parked on our land or surrounding area;
- any injury or damage caused by the presence of your vehicles.

6.18.2 You must not:

- park any motor vehicle at your home or any communal areas other than a private car, motorbike or other equivalent vehicle;
- park caravans, boats, trailers, lorries or any other business vehicles at your home or any communal areas without first obtaining our written permission;
- park any vehicle which is uninsured, is not roadworthy or is not displaying a current road fund licence at your home (other than in an integral garage) or on any communal parking areas;

- park on any forecourt, including block and estate entrances and garage areas, unless designated for this purpose or on any grassed areas or areas marked with yellow lines and/or boxes;
- park in a way that might cause an obstruction to other properties, dropped kerbs or disabled accesses;
- park in designated turning areas;
- park in a way which might obstruct access for emergency vehicles, other vehicles, road users and pedestrians;
- park a vehicle within the boundaries of your home (otherwise than in a garage) unless there is a dropped kerb access from the public highway and a hard standing which has been constructed to our specification and satisfaction, and with our written permission;
- drive across a grassed area, verge or pavement, without first obtaining written permission from us and from the highway authority;
- keep mobility scooters in communal areas such as entrances, passages, landings, stairways and any other internal areas used by tenants;
- use communal electricity supplies, other than designated charging points, to charge batteries for mobility scooters, electric cars or any other private electrical device;
- keep motorbikes or mopeds inside your home or in communal areas such as entrances, passages, landings, stairways, any other internal areas used by tenants and in any external sheds or stores (except garages) that are physically attached to your home or the block that contains it.

6.18.3 You agree that we may remove any vehicles that we reasonably consider to have been abandoned, any vehicles parked in unauthorised areas (including internal communal areas) and any vehicles that we consider to be unroadworthy or dangerous. We may also remove any vehicle parts that are left on land belonging to us. If we have to do this and you are responsible for the vehicle or parts, we may charge you for the cost of removing and storing or disposing of it plus a reasonable administration fee and VAT.

6.18.4 You must not:

- carry out repairs to a vehicle that is not owned by you or a member of your household;
- carry out major repairs to your own vehicles including engine changes, body part replacements and paint spraying, at your home or on any communal areas or any land belonging to us;
- dump any vehicle parts or scrap on communal areas or other land owned by us.

6.18.5 You may carry out routine maintenance such as changing tyres, plugs and oil but in doing so you must not:

- when changing oil, allow it to contaminate roadways, garage forecourts or paths;
- pour oil, fuel, or any chemical substance down drains or gullies or onto gardens.
- cause a hazard or nuisance or annoyance to neighbours or obstruction to traffic or to other road users.

6.18.6 You must remedy any damage caused to your home, communal areas, garage forecourts, roads or paths resulting from vehicle repairs and maintenance you have carried out. If you do not, we may carry out any necessary repairs and we may then charge you for the cost of the work, plus a reasonable administration fee and VAT

6.18.7 Where there is a communal car parking area you and your visitors must park only in spaces designated for your use, respect the rights of other residents to park their vehicles and ensure that the area is used by your visitors for short stays and not used for any purpose other than for visiting you. In the absence of any parking bays marked for specific individuals' or properties' use, parking spaces are provided on a 'first come, first served' basis.

6.19 Using your home

6.19.1 You (or if you hold a joint tenancy, one of you) must live in the property as your only or main home. If you are planning to be away from the property for more one month at any one time you must tell us. You must also leave your contact number or address and also the contact details of someone who can give us access to the property if required. You must also tell us when you intend returning to the property and the reason for your absence. If you do not do all of these things we may take action to re-possess the property on the basis that you have abandoned it.

6.19.2 You must not run a business or trade from your home without first obtaining our written permission. We will not refuse permission unreasonably but we may do so if we consider that the business is likely to cause a nuisance, damage to your home or if you are intending to sell illegal or restricted goods or services.

6.19.3 If we do give permission for you to run a business from your home:

- you must ensure that you comply with any necessary legal, building regulations or planning requirements and that you are suitably insured. You must also send us copies of any legal, planning or building regulations approvals;
- you must not place or exhibit any advertisement, notice or sign visible from outside the property advertising any profession, trade or business or any goods or services.

6.19.4 If in our reasonable opinion your business causes a nuisance to other people, such as neighbours and other local residents, we may give you notice withdrawing our permission from the date stated in the notice. If we withdraw our permission and you continue to run a business from your home we may take legal action against you which could result in your being evicted from your home.

6.19.5 You must not allow any caravan, motorhome (or similar), shed, garage or outbuilding to be used as somewhere to live either by you, your family or by visitors.

6.20 Sub-letting your property

6.20.1 **While you are an introductory tenant you are not entitled to sub-let any part of your property.** You must not, when you are a secure tenant, sub-let or hand over any part of your home:

- without first obtaining our written permission, which will not be withheld unreasonably;
- at any time when you are not occupying another part of your home as your only or principal home.

6.20.2 You must not sub-let or hand over your entire property in any circumstances. If you do, you will no longer have a secure or introductory tenancy.

6.20.3 You must not give away or sell the keys to your property to another person.

6.21 Assignment

6.21.1 You must not assign (legally “pass on”) your tenancy unless we have first given you our written permission and in the following circumstances only:

- you wish to assign it to someone who would have been able to succeed to your tenancy immediately after your death as explained in sections 4.6.1, 4.6.2 or 4.6.4 above. Permission will only be granted if:
 - your tenancy is not a joint tenancy and you wish to assign it to someone other than the joint tenant; and
 - you are not a successor yourself to the tenancy; and
 - there are no undischarged court orders or pending legal action on the tenancy; and
 - the person to whom you wish to assign the tenancy, unless he or she is your spouse or civil partner (or, if this tenancy began on or after 1 April 2012, someone living with you as your spouse or civil partner), would not be under occupying the property had a succession to this person taken place upon your death rather than through assignment under this section; and
 - the property has, in our opinion, been adapted significantly to enable you to continue living in it and which adaptations would not be required if the person to whom you wish to assign the tenancy under this section had succeeded to the tenancy upon your death.
- this tenancy has become a secure tenancy and you are assigning it under the right to exchange;
- the assignment is made in accordance with an order of the court under one of a number of family law provisions governing both partners and children.

6.21.2 We will not unreasonably withhold our permission. We will ask you to complete a deed of assignment document before assigning your tenancy. You may contact us for more information on this.

6.21.3 If we give you our written permission to assign your tenancy you must not demand or receive any money for the purpose of encouraging the assignment to take place. If evidence comes to light that money has been exchanged for this purpose we may take legal action against you.

6.22 Co-operating with us and access

6.22.1 Our employees, agents or contractors may need to enter your home at reasonable times to inspect it or carry out repairs or other work to either your home or to neighbouring properties. We will tell you when we intend to call and normally give you at least 24 hours' notice. You must allow access for this purpose.

6.22.2 If we have given notice but you do not let us in we can ask the court to make an order that you do so. We may also charge you for any legal or other costs we incur, together with a reasonable administration fee and VAT.

6.22.3 **If you do not give us access to carry out gas servicing (currently annually) or other inspections that we have a statutory responsibility to undertake at your home we will take legal action against you in order that we may fulfil our legal obligations to carry out gas servicing or other inspections we have a statutory responsibility to undertake in order to protect you and your neighbours, your home and adjoining properties.**

6.22.4 In the case of an emergency such as (but not limited to) a water or gas leak, electrical fault or anything that could harm you and/or your neighbours' health and safety, your property or adjoining properties we may give less than 24 hours' notice. If we cannot obtain access to your home when we need to or if you fail to abide by an order of the court to give us access to carry out gas servicing or fail to give us access to carry out any other emergency work, you agree that we may force entry to your home to carry out the work. We will make good any damage caused, including changing the locks. If the emergency has arisen as a result of your act or default, or that of a person living with or visiting you, you must pay to us the cost of making good together a reasonable administration fee and VAT.

6.22.5 We issue identity cards to our staff and appointed agents (e.g. contractors and sub-contractors) which they are expected to display prominently or show you before coming into your home. You should always ask to see an identity card before letting anyone into your home.

6.23 Overcrowding

You must not allow more than the number of persons shown in section 2.4 of this agreement to live in the property. The number of people living in the property is calculated as follows:

- Infants under one year of age are not counted;
- Infants and children over one but less than ten years of age count as half;
- Children over ten years of age and adults count as one.

6.24 Owning or renting other residential property

6.24.1 During your tenancy you must not (either solely or jointly) own or rent any other residential property that it would in our opinion be reasonable for you to live in as your home. You must tell us if you own another residential property or have any other residential lease or tenancy.

6.24.2 If you inherit a property that would in our opinion be reasonable for you to live in as your home we may take action for breach of tenancy if you have not moved into that property within twelve months of your having inherited it we may take action for breach of tenancy if you have not sold it or begun the process of selling it within twelve months of your inheriting the property. You must give us notice to terminate your tenancy within seven days of moving into the inherited property.

6.24.3 In deciding whether you have broken these tenancy conditions above [6.24.1 and 6.24.2] we will consider:

- whether the property is fit to live in;
- whether you have acquired the property for use as a holiday home, whether it is suitable for that purpose and whether there are restrictions on occupation as a home;
- whether the property is suitable for your household, taking into account the property's size, your income and employment, any disabilities or medical problems you have and any other relevant circumstances;
- whether it would be reasonable in all circumstances for you to sell the property.

6.25 Rules

You must comply with any estate rules or similar regulations that apply to the property and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it. We will inform you if any of these apply at the beginning of your tenancy.

6.26 Costs

You must pay to us any costs that we incur in taking legal action to enforce the terms of this agreement or to bring it to an end because of a breach by you of its terms.

6.27 Legal action for anti-social behaviour, harassment and domestic violence

We will take the most appropriate action for breaches of tenancy under sections 6.4, 6.5, 6.6 and 6.7 above. This will include possession action for serious offences and/or persistent breaches of tenancy under these sections. We will take possession action on mandatory grounds under s.84A of the Housing Act 1985 (as amended) for the following offences:

- Conviction for a serious offence as defined by schedule 2A of the Housing Act 1985;
- A breach of an injunction to prevent nuisance or annoyance ('IPNA');
- Breach of a criminal behaviour order;
- Closure order;
- Noise nuisance where a successful prosecution has been made under s.80(4) or 92(8) of the Environmental Protection Act 1990 as the result of a breach of an abatement notice or court order in relation to noise nuisance.

Section 7: Ending the tenancy

7.1 If you wish to end your tenancy

- 7.1.1 You can end your tenancy at any time by giving us at least 28 days'/four weeks' notice in writing, **ending on a Sunday**. In the case of joint tenants, one tenant can end the tenancy by giving us notice in this way
- 7.1.2 If you die when a sole tenant, four weeks' written notice to end the tenancy must be given by your executors. The total weekly rent will still be due until the tenancy is ended and must be paid out of your estate. If we can re-let the property before the notice period expires and your executors agree to this, we will waive any whole weeks' rent due after the new tenancy begins.
- 7.1.3 You must return all keys to the property by 12 noon on the Monday following the end of your tenancy (see 7.1.1. above). If you do not we will charge you another week's rent and will continue to charge a further week's rent every Monday until you return the keys.

7.2 If we wish to end your tenancy

- 7.2.1 If you cease to occupy your home as your only or principal home, we can end your tenancy by serving you with 28 days'/four weeks' notice to quit in writing.
- 7.2.2 If you are an introductory tenant, we can only evict you from your home by applying for, being granted and then executing a possession order granted by a court. We must first have served you with the correct notice as required by Section 128 of the Housing Act 1996. You have the right to request a review of our decision to serve the notice. If you do not request a review or we do not change our mind, we can apply to the county court for a possession order. Details of the review process will be set out in the notice.
- 7.2.3 While you are a secure tenant, we can only evict you from your home by applying for, being granted and then executing a possession order granted by a court. We must first usually have served you with the correct notice of seeking possession for one or more of the specific reasons (or "grounds") set out in the Housing Act 1985 as amended. This usually gives you four weeks to remedy your breach of tenancy. After that we can apply to the county court for a possession order.
- 7.2.4 If one of the grounds on which we seek evict you is ground 2 (anti-social behaviour or conviction for an indictable offence) we can start proceedings immediately after serving you with the notice of seeking possession. We are also entitled to ask the court to dispense with the requirement for service of a notice regardless of what ground we rely upon.
- 7.2.5 You may not be granted another tenancy by us if you:
- are evicted from your home following a court order made because you have broken the terms of this agreement;
 - abandon your home and do not return the keys;
 - owe rent on your home or a previous tenancy;
 - leave your home in a poor condition and do not pay for repairs carried out by us on your behalf.

7.3 Moving out

- 7.3.1 Once you or we have given notice you must pay all outstanding debts due under the terms of this agreement, including rent and other charges. You must also allow us access with at least 24 hours' notice for the following:
- to carry out a pre-termination inspection of your home;
 - to photograph and/or video the property in order to market it to prospective new tenants and to create a record of its condition;
 - to carry out an asbestos survey if this is required;
 - to carry out accompanied viewings of the property by prospective new tenants.
- 7.3.2 When you move out of your home you must leave it vacant, making sure no other person remains in occupation and you do not leave any pet behind. In addition your home must be in a good state of repair, free from damage and in a clean condition, which includes being free from pests, vermin and rubbish and any hazardous objects such as needles. You must leave our fixtures and fittings in a good state of repair. This also applies to inside and outside communal areas, gardens, sheds, garages and other outbuildings.
- 7.3.3 You must remove all your belongings. If you leave anything behind you agree that we are not responsible for loss or damage. We will remove it and will be entitled to charge you for the reasonable costs of removal and/or storage, whether the items belongs to you or any other person.
- 7.3.4 Provided that you can be contacted we will give you one month's notice in writing to collect the items and we will store them during that time. If however an item is perishable or to look after it would be unreasonably expensive or inconvenient we may sell or otherwise dispose of it when and how we see fit.
- 7.3.5 After one month, you agree that we will then become the owner of any items that you have not collected and may dispose of them in such manner as we decide. You must still pay to us the reasonable costs of disposal incurred by us. We are not obliged to sell anything that you leave behind but if we do, we will deduct the proceeds of sale from the costs of disposal and any other debts that you owe us (for example rent arrears). You agree that we can retain any surplus.
- 7.3.6 If you leave any animals at your home we will re-home them immediately through recognised organisations such as the RSPCA and re-charge you for reasonable costs incurred.
- 7.3.7 You must pay for any repairs or other works (including reinstatement to original condition where appropriate) that we have to carry out at the end of your tenancy that were your responsibility or were caused by a breach of this agreement.
- 7.3.8 You must return all keys, fobs and entry-call keys to us when you move out of your home. If you do not do this we may change the locks and you must pay to us the cost of doing so.
- 7.3.9 If as a result of your failure to comply with the terms of this agreement we are unable to let your home to someone else at the end of your tenancy, you must pay to us the equivalent of the rent that we would have received for the period until the property is ready to be let.

We are subject to any guidance on housing management practice issued by the Regulator of Social Housing or its successors with the approval of the secretary of state; and this tenancy is one to which that guidance applies.

Section 8: Schedule of services

In accordance with section 3.7 of this agreement this is the complete schedule of services we may provide:

8.1 Heating and hot water

- Repairs or maintenance contracts on boilers, heat exchangers, hot water tanks, communal radiators and pipes - only where the plant is not in the control of the landlord;
- Depreciation of plant etc;
- Fees for energy-saving consultants;
- Fuel (gas, oil, electricity etc).

8.2 Common parts and communal services

- The cost of cleaning internal communal parts, including hallways, stairs, landings and internal bin stores, be that through an external contractor or direct employees;
- If directly employed, cleaners' wages, national insurance (employee's and employer's), pension (employee's and employer's contributions), PAYE including holiday relief costs and cleaning materials
- Electricity for lighting, power for vacuum cleaners etc;
- Replacement lamps;
- Window cleaning in common parts;
- Refuse sacks, provision, hire of refuse containers;
- Emergency lighting maintenance;
- Communal television aerials/entry-phones etc and licence fee for a communal television;
- Smoke/fire alarm equipment maintenance;
- Smoke dispersal equipment maintenance;
- Maintenance of bin stores;
- Fire fighting equipment maintenance;
- Door entry system maintenance and servicing;
- Pesticides and pest control contracts;
- Communal telephone rental;
- Maintenance of common parts, grounds and car parks;
- Gardener's wages/contractor's charge;
- Repair/maintenance of gardening tools and equipment;
- Plants for gardens, shrubs and tree lopping (including annual provision if appropriate);
- Employer's liability and third party insurances;
- Ventilation and air conditioning equipment maintenance;
- Maintenance of water softening and purification systems;
- Plant and equipment testing required by statute (see exemption);
- Cleaning of communal floor coverings;
- Insurance of furniture;
- Electricity for lighting and cooking etc in communal rooms, laundries and kitchens;
- Electricity for electric wheelchair and buggy charging points;
- Decoration of communal rooms, laundry rooms, kitchens, bathrooms and lavatories etc.

8.3 Employment costs

- Salaries of wardens/scheme managers, caretakers etc;
- Employer's pension contributions ;
- Employer's national insurance contributions;
- Council tax, water and sewerage rates on accommodation;
- Uniforms/overalls allowance;
- Gas and electricity allowances on accommodation;

- Decoration allowance on accommodation;
- Notional reasonable rental value of rent-free accommodation.

8.4 Lifts:

- Electricity;
- Repairs and maintenance contracts;
- Insurance.

8.5 Equipment and facilities:

- Provision and maintenance of refrigerators, deep freezers, water heaters, cookers and washing-up machines, laundry equipment, communal room furniture, soft furnishings and floor coverings in communal areas;
- Provision and maintenance of burglar alarms and security lighting;
- Provision and maintenance of cookers, refrigerators, washing and dishwashing machines within the dwelling if repaired and maintained by the landlord;
- Maintenance of electric wheelchair and buggy stores;
- Provision and maintenance of cleaning equipment;
- Provision and maintenance of paladins or similar communal rubbish collection and disposal systems;
- Special facilities for the disabled;
- Provision and maintenance of garden equipment, tools and machinery;
- Provision and maintenance of bedding and towels for guest rooms;
- Provision and maintenance of the warden/alarm call system.

8.6 Administration/supervision:

- Management charge (not applicable where any subsidiary company of ours carries out the work and includes such costs in its charge to us);
- Notional items such as the rent for accommodation and on depreciation.

8.7 Depreciation or sinking funds¹ for:

- Communal boilers;
- Lifts;
- Rubbish paladins;
- Mowers and other similar garden machinery;
- Carpets, curtains and other soft furnishings to common parts;
- Emergency lighting;
- Fire alarms and equipment;
- Door entry systems;
- TV aerials;
- Warden/alarm call systems;
- Office or communal furniture;
- Cleaning equipment;
- Burglar alarm systems;
- Guest room beds, floor coverings, furniture and soft furnishings.

¹ A sinking fund is an amount charged and put aside or invested for the future provision of replacement capital equipment and which is held in a separate account for the specific purpose of replacing a particular piece of equipment when it has reached the end of its useful life or is no longer economical to repair

Section 9: Declarations and signing the agreement

9.1 By signing this tenancy agreement you are making a contractual commitment to abide by the terms of the tenancy and be responsible for all breaches, even if they were committed by someone else living with you, your children or any visitors. If you lied in any way in order to get this tenancy we can apply to the court to evict you.

9.2 Tenant's/Tenants' signing section

Signed by the first or sole tenant having read the terms and conditions of this agreement, including acknowledging and accepting the keys and fobs issued and have been informed of their right to take their own independent legal advice	
Name of first or sole tenant	
Signature	
Date	

Signed by the second and joint tenant having read the terms and conditions of this agreement, including acknowledging and accepting the keys and fobs issued and have been informed of their right to take their own independent legal advice	
Name of second and joint tenant	
Signature	
Date	

9.3 Landlord's signing section

Signed on behalf of the landlord, Charnwood Borough Council	
Name of officer signing on behalf of the landlord	
Position	
Signature	
Date	

9.4 Keys and fobs issued

Keys (list below if location/purpose can be identified)	Quantity
Property keys	
Windows	
Other (state)	
Fobs (if applicable)	Quantity
Communal entrance door	
Other (state)	

Please note: Your home is at risk if you (or anyone acting for you) have knowingly or recklessly making a false statement to us in order to obtain this tenancy. By signing this agreement you are confirming that you have read it or had it explained to you, that you understand its terms and agree to keep to them and you have been given a copy of this agreement and its accompanying conditions.

9.5 Data matching

We are under a duty to protect the public funds we spend and administer. To this end we may use the information you have provided on this form for the prevention, identification and enforcement of tenancy fraud. We may also share this information with other organisations responsible for auditing or administering public funds for these purposes.

You can get more information on this by going to <http://www.Charnwood.gov.uk/datamatchingstatement>

Data protection

For information about how & why we may process your personal data, your data protection rights or how to contact our data protection officer, please view our privacy notice www.chnwood.gov.uk/privacynotice.

FOR USE BY OFFICER CARRYING OUT THE SIGN-UP

Please complete this tick sheet to confirm that the following aspects of the tenancy agreement, as set out in the following explanatory guide, have been discussed with the new tenant. Retain one copy for the house file and give one copy to the tenant.

Aspect of tenancy agreement to be covered	Tick when complete
The tenancy agreement is a contract of rights and responsibilities. Once you have signed it you are legally bound by it.	
Start of tenancy	
Paying the rent – when due (every Monday, in advance; never in arrear) Paying your rent is your number one priority	
Ways of paying your rent – direct debit is best	
Being an introductory tenant and how you become a secure tenant, including why we might extend your introductory tenancy and for how long	
Statutory and contractual rights (buy; exchange; improve; succeed; lodger etc) and which rights you don't have as an introductory tenant	
Reporting repairs and being re-charged for anything that was your responsibility to repair	
Committing anti-social behaviour and harassment: how seriously we take this and what our powers are to stop it	
Looking after your home and keeping it in good repair and condition, doing alterations and making improvements	
Health and safety - storage of dangerous substances; accumulation and disposal of rubbish	
Pets – pets policy; written permission ALWAYS required BEFOREHAND	
Parking and vehicle repairs	
Access to carry out repairs, emergencies and gas servicing	
Ending the tenancy – landlord and tenant	



YOUR INTRODUCTORY AND SECURE TENANCY AGREEMENT

EXPLAINED

This is a summary of your tenancy agreement. It explains the many terms and conditions in a simple way that is easy to understand.

Please read this guidance in conjunction with your tenancy agreement

PLEASE NOTE THAT THIS GUIDANCE DOES NOT FORM PART OF YOUR TENANCY AGREEMENT: IT IS HERE ONLY TO HELP EXPLAIN SOME OF THE TERMS AND CONDITIONS IN IT.

Your tenancy agreement comes in nine sections, each one about a different aspect of being a Charnwood tenant. Together they make up your tenancy agreement.

In general

A tenancy agreement is a **contract**. It is a legal agreement between two parties – you, the tenant and us, the landlord (Charnwood Borough Council). If one party breaks anything contained in the contract the other party can take legal action to make the other person keep to the contract.

Apart from giving some basic information about you, us and the property you're renting from us, the tenancy agreement is basically a set of **rights** and **responsibilities** (or obligations).

By **rights**, we mean those things that the tenant and landlord **can do, have** or **can enjoy**. Rights allow you to do things without asking permission (though there are a few rights that you have that do need our permission).

By **responsibilities** (or obligations), we mean those things that the tenant and landlord **must do** or **must not do**.

As we've said already, your tenancy agreement is in nine sections; so let's go through each one in turn.

Section 1 - Definitions

This section explains some of the words that are mentioned often in the tenancy agreement. It tells you what it means when these words crop up. For instance, when you see the word 'you' – it means the tenant and no-one else. If you see the word 'agreement', it means this tenancy agreement; and so on.

Section 2 – Tenancy details

This section deals with all the personal and specific details of the property you're renting from us, who's involved in the tenancy agreement and how much you have to pay to live in the property you're renting from us. It also tells you when your tenancy starts and what type of tenancy it is (secure or introductory).

These are the really important bits in section 2...

- **Your name/s;**
- **The address of your new home;**
- **Details about your home – size, number of bedrooms; floor etc**
- **When your tenancy starts;**
- **How much you have to pay us to live there – rent plus other charges;**
- **Whether you are to be a secure or an introductory tenant;**
- **The maximum number of people who can live in the property**

Section 3 – General terms

Although most of the tenancy agreement deals with specific rights and responsibilities, there are other things that we need to include that help you understand those rights and responsibilities: these are contained in this section. Included in this section are:

- details about the type of tenancy you're being given and what that means to you when living in the property. If you are an introductory tenant it tells you how the tenancy becomes a full secure one and how we can extend your introductory tenancy in certain circumstances. It also tells you that once you become a secure tenant, you can stay there until you no longer wish to remain in the property provided you keep to your side of the contract – sticking to the terms and conditions;
- details about paying your rent and when it can be altered;
- details about any service charges you have to pay;

- (if you are moving into special sheltered accommodation) additional details about being a tenant in a sheltered flat;
- how we can alter the terms of the agreement in the future;
- words of caution to you if you lie about anything in order to be offered the property

These are the really important bits in section 3...

- **If you're an introductory tenant, this tells you that your introductory tenancy lasts one year and then automatically becomes a full secure tenancy if you have kept to your side of the agreement during that time;**
- **We can extend your introductory tenancy by another six months if you have not kept to your side of the agreement fully and if we want to give you the opportunity to become a secure tenant: we'll give you another chance;**
- **You have fewer rights as an introductory tenant than those enjoyed by a secure tenant. These are explained later in the conditions of tenancy;**
- **We tell you how we look after all the personal information we will hold about you;**
- **Rent is due EVERY MONDAY AND IN ADVANCE. You can pay rent in larger chunks but it must always be in advance and not in arrear.**
- **Your rent changes every April and we'll give you at least four weeks' notice before this happens;**
- **Depending where you live, your rent could include other charges like the cleaning of communal areas or heating. If you're moving into sheltered accommodation you will pay additional charges for all the services provided there, including the warden charge;**

Section 4 – Your rights

This section tells you all about the rights you have as an introductory or a secure tenant. Introductory tenants don't have all the rights that secure tenants do. If an introductory tenant doesn't have a particular right it will state this clearly in **bold red**.

Some rights are given to you by an act of parliament; but we also give you additional rights under this agreement. This section tells you where each right comes from.

These are the really important bits in section 4... (rights that introductory tenants don't have are in normal black type)

- **Right to repair: in certain circumstances you might be able to claim compensation from us if we haven't carried out repairs when we should have;**
- Right to take in a lodger (but you must tell us that you're doing so and let us know their names);
- Right to do a mutual exchange: this means being able to swap your home with another council or housing association tenant. We can refuse to allow the exchange to go ahead in certain circumstances;
- **Right to succession: if you die you can legally pass your tenancy on to your spouse or civil partner if they were living with you at the time of your death. Another family member can also succeed to your tenancy if they'd been living with you for twelve months or more before your death but we reserve the right to move you to a different property if they would be under occupying the one you're living in at the time of your death. Succession can only happen once: someone can't succeed to a tenancy if the deceased tenant was a successor himself or herself;**
- Right to improve: subject to certain conditions (for instance, you have to get our written permission first) you are able to make improvements and alterations to your home. If you move out in the future, some improvements might even qualify for compensation;
- Right to buy: a secure tenant has the right to buy their home and get a discount on the purchase price depending on how long they have been a secure tenant. Strict rules apply but although introductory tenants don't have this right, the length of time they were an introductory tenant counts;

Section 5 – Our obligations to you

We have to keep to our side of the agreement, too. This section tells what we must do.

These are the really important bits in section 5...

- **Once you've signed your tenancy agreement we have to let you move in and live there for as long as you keep to your side of the agreement;**
- **Although there are certain repairs you are responsible for, generally speaking we have to keep your home in a good state of repair, inside and out;**
- **We have to keep in good repair communal facilities (where provided) like lifts, laundries, door entry systems, lighting and fire alarm systems;**
- **We'll decorate the outside of your home;**
- **There are some exceptions, though, where it's your responsibility to repair, like:**
 - if you (including family members and visitors) cause damage to your home; or
 - if you've brought in or fitted things in your home;
 - if the item that needs repairing is listed in section 6.9 of the agreement;
 - we won't repair boundary fences etc between you and your next-door neighbour;

If we carry out repairs on your behalf that are either your responsibility or if caused by neglect or damage we will **re-charge you for the cost of those repairs.**

- **If you break your side of the agreement and keep on breaking it we will abide by the law if we have to take legal action to enforce our rights and your obligations. For example, we can take out an injunction against you, which means that you will be required by law not to do something (e.g. anti-social behaviour) or ask for the court to give us a possession order -which means you**

Section 6 – Your obligations

This is the biggest section in the entire agreement and it lists all those things we expect you to do – and not to do – as a tenant of Charnwood Borough Council.

Section 6 is really all about being able to enjoy living in your home, looking after it, paying your rent and being a good neighbour.

These are the really important bits in section 6...

- **Living in your home and paying your rent, sub-letting and passing your tenancy on to someone else;**
- **Being a good neighbour by not causing a nuisance or interfering with the lives of others;**
- **Looking after your home including repairs, alterations and improvements and keeping safe in and around your home;**
- **Keeping pets;**
- **Use of areas and spaces around you that others use as well;**
- **Parking and repairing vehicles;**
- **Giving us access into your home to do certain important things for you;**

Going into a little more detail...living in your home and paying your rent

- **Once you've signed your tenancy agreement you must move into your new home and live there as your only or main residence;**
- **You must pay the rent (including all other charges set out in section 2);**
- **You must not sub-let your entire home ever. Sub-letting means moving out and letting someone else live in your home in return for them paying you rent;**
- **You might be able to sub-let part of your home to someone else but you **MUST GET WRITTEN PERMISSION FROM US FIRST**;**
- **You can't legally pass on your tenancy – this is called 'assignment' – to anyone else other than in three specific circumstances:**
 - By doing a mutual exchange (swapping homes with our permission);
 - As a result of an order of the court;
 - To someone who would succeed to your tenancy were you to die.
- **You must tell us if you're planning to be away from your home for more than a month;**
- **You mustn't run a business or trade from your home without getting our written permission first;**
- **You mustn't allow your home to become overcrowded.**

Going into a little more detail... being a good neighbour by not causing a nuisance or interfering with the lives of others

We normally use the terms ‘anti-social behaviour’ and ‘harassment’ when we’re taking about being a good neighbour. You must NOT commit acts of anti-social behaviour or harassment.

- **Examples of anti-social behaviour include:**

- damaging our and anyone else’s property;
- committing a criminal offence in or around your home;
- being or threatening to be violent towards someone, including someone working for or on behalf of the council;
- acting aggressively or in an intimidating way towards others;
- unreasonable levels of noise;
- rug-dealing, possession or cultivation;
- dumping rubbish;
- being a member of gang or allowing gang members in your home;
- racist, homophobic etc behaviour (whether personally directed or not);
- vandalism;
- not keeping your pets under control;
- vandalism.

- **What is ‘harassment’?**

Harassment is similar to anti-social behaviour but there’s one important difference: harassment is **personal**. You must not commit any acts of anti-social behaviour against an individual because of **who or what he or she is** because of, for example:

- their colour, race or ethnic origin;
- their sexuality;
- their religion;
- their disability;
- their sex;
- their age.

Harassment is a crime and it’s often called ‘hate crime’.

We will take legal action against you, which could lead to your losing your home, if you commits acts of harassment, serious or persistent acts of anti-social behaviour. We will also work closely with the police if it is likely that a crime has been committed.

You, anyone living with you or anyone visiting you must not commit acts of harassment or anti-social behaviour towards anyone living or working in or visiting the neighbourhood. This includes our staff and anyone working on our behalf.

You must also not use abusive language, intimidating or threatening behaviour towards our staff or anyone working on our behalf when you are away from your neighbourhood, such as visiting our offices.

Being a good neighbour isn't just confined to people outside your home

You must not commit any acts of violence, threats of violence to anyone living with you. This includes children as well as adults. These acts are often called 'domestic violence'. Domestic violence doesn't have to be physical: it can be financial, emotional or psychological (sometimes called 'coercive control')

Moving on now from anti-social behaviour, harassment and domestic violence...

Going into a little more detail... looking after your home, including repairs, alterations, improvements and keeping yourself and others safe

- **You must look after your home, inside and out. This includes:**
 - not damaging it and not neglecting to look after it;
 - not hoarding things to a point where you cause obstructions in your home or create a risk of fire breaking out;
 - keeping your garden and other outside spaces and buildings well-tended and tidy;
 - keeping in good condition any fences or boundaries for which you are responsible;
 - not doing any electrical work without our written permission and conditions being followed;
 - not installing laminate flooring if you live in a flat or a maisonette without getting our written permission first;
 - reporting repairs to us quickly;
 - carrying out repairs that are your responsibility (section 6.9);
 - not altering or decorating the outside of your home without our written permission first;
 - getting our written permission first before carrying out any alterations or improvements inside or outside your home;
 - not storing anything inside or outside that is dangerous or could become dangerous by causing, for example, fire, explosion, contamination or flooding. This includes:
 - portable or free-standing LPG or paraffin;
 - any flammable or dangerous materials or substances.
 - getting rid of rubbish safely;
 - not leaving any hazardous materials such as syringes or needles where others may come into contact with them;
 - block drains with things like wet wipes and disposable nappies;
 - keep balconies clear and not throw anything from them.

Going into a little more detail... keeping pets

- You must abide by our pets policy (available online). In summary:
 - You must get our written permission BEFORE getting a pet unless it's for a registered assistance dog such as a guide dog;
 - In nearly all cases we will not allow you to keep a dog or a cat if you live in a flat without direct access to your own private outside space;
 - You will never be given permission to have a dog that is covered by the Dangerous Dogs Act 1991 or any similar legislation;
 - You must look after your pets and not allow them to become distressed or cause a nuisance to others;
 - You must clear up after your pets both inside and outside your home.

- **Going into a little more detail... use of areas and spaces around you that others use as well;**

- You must not:
 - put or store anything (temporarily or permanently) in communal areas other than in designated rubbish stores, ready for disposal and removal;
 - put up any washing lines, other than rotary lines, in communal areas;
 - put up any CCTV or similar recording devices (live or dummy) anywhere

- **Going into a little more detail... parking and vehicle repairs;**

- You must not:
 - put or store anything (temporarily or permanently) in communal areas other than in designated rubbish stores, ready for disposal and removal;
 - put up any washing lines, other than rotary lines, in communal areas;
 - put up any CCTV or similar recording devices (live or dummy) anywhere

- **Going into a little more detail... parking and vehicle repairs;**

You are responsible for any vehicle parked at your home, its contents and any damage that any vehicle might cause

- In respect of parking, you must not:
 - park anything other than a private vehicle at your home without our written permission first (including caravans or motorhomes (for example));
 - park in a way that could cause an obstruction;
 - park anything that is uninsured or on roadworthy other than in a garage situated within the boundaries of your home;
 - park in designated turning areas;
 - drive across a grassed area, verge or pavement in order to park your vehicle;
 - use communal electricity supplies to charge electric vehicles, including mobility scooters or any other electrical device;
 - park or allow visitors to park in communal areas other than in designated parking bays.
- In respect of doing vehicle repairs, you must not:
 - do any repairs at all on anything that you (or someone living with you) do not own or lease;
 - do any major repairs on any vehicle, whether you own it or not;
 - pour oil, fuel or other hazardous substances into drains or gullies.

- **Going into a little more detail... giving access;**

You must give us access into your home for a number of reasons:

- **To carry out repairs;**
WE WILL GIVE YOU AT LEAST 48 HOURS' NOTICE
- **To carry out gas servicing or other checks (e.g. asbestos or electrical tests)**
WE WILL GIVE YOU AT LEAST 48 HOURS' NOTICE

If there is an emergency that requires us to get into your property immediately we will have to break in if you are not there or if you refuse to let us in. Examples of such emergencies include:

- major, serious water leaks;
- a gas leak;
- a major electrical fault

or anything else that presents a serious and immediate danger to you, your neighbours or our property.

If you refuse to give us access to carry out routine (non-emergency) repairs we may take legal action in the courts that will force you to give us access

- **Going into a little more detail... giving access (continued);**

IF YOU REFUSE TO GIVE US ACCESS TO CARRY OUT GAS SERVICING WE WILL TAKE LEGAL ACTION AGAINST YOU IN THE COURTS TO FORCE YOU TO GIVE US ACCESS:

Section 7 – Ending your tenancy

These are the really important bits in section 7...

- **If you want to end your tenancy you must:**
 - give us four weeks' notice in writing, ending on a Sunday;
 - allow us access within that four-week period to carry out an inspection of your property and any accompanied viewings that we might want to do with prospective new tenants;
 - leave your home **clean and empty of all rubbish and belongings;**
 - leave no-one, including pets, in your home once you leave;
 - return all the keys that were given to you when you first moved in;
 - carry out any repairs that we tell you to carry out (otherwise we will re-charge you for them).
- **If we want to end your tenancy:**
 - We can only do so by serving you with a correct notice such as a notice of seeking possession [secure tenants], a notice of possession proceedings [introductory tenants] or a notice to quit [security given up by abandoning or not living in the property as your sole or main residence];
 - We have to apply to the county court for a possession order;
 - We can only evict you through an order of the court and by a county court bailiff physically taking possession of the property for us
- **It might be very difficult for you to get another tenancy with us or another provider if we have evicted you for something like rent arrears or anti-social behaviour.**

Section 8 – Services

These are the really important bits in section 8...

Section 8 is just a list of things – services - that we could provide and where we would charge you for that service. The section is broken into seven categories.

Most tenants living in houses or bungalows won't pay any service charges.

If you live in a flat with communal areas, we could charge you for services such as:

- cleaning;
- window cleaning (communal windows only);
- electricity;
- door entry maintenance and servicing.

If you live in sheltered accommodation you will almost certainly be paying a service charge that would include services such as:

- cleaning;
- window cleaning (communal windows only);
- electricity;
- door entry maintenance and servicing;
- maintenance, repair and replacement of laundry equipment;
- the mobile warden service;
- the Lifeline emergency call and support service;
- servicing and maintenance of fire alarm systems.

We will not ask you to pay for a service that is not included in section 8.

Section 9 – Signing and declaration

These are the really important bits in section 9...

Section 9 is where you and we sign the tenancy agreement. Both landlord and tenant will sign to say that they agree to the conditions of tenancy and will abide by them.

If you break any terms of your tenancy you have broken your contract with us and we can take action against you to stop you breaking the terms of your tenancy or to make good any consequences of your breaches. In the most serious breaches we can go to court to ask for an order to evict you.

Also included in section 9 is a list of all the keys that we will hand over to you. When you leave you must hand all these keys back to us.

Charnwood Borough council**Equality impact assessment
'Knowing the needs of your customers and employees'****Background**

An equality impact assessment is an improvement tool. It will assist you in ensuring that you have thought about the needs and impacts of your service/policy/function in relation to the protected characteristics. It enables a systematic approach to identifying and recording gaps and actions.

Legislation- equality duty

As a local authority that provides services to the public Charnwood Borough council has a legal responsibility to ensure that we can demonstrate having paid due regard to the need to:

- Eliminate discrimination, harassment and victimisation;
- Advance equality of opportunity;
- Foster good relations.

For the following protected characteristics:

1. Age
2. Disability
3. Gender reassignment
4. Marriage and civil partnership
5. Pregnancy and maternity
6. Race
7. Religion and belief
8. Sex
9. Sexual orientation

What is prohibited?

1. Direct discrimination
2. Indirect discrimination
3. Harassment
4. Victimisation
5. Discrimination by association
6. Discrimination by perception
7. Pregnancy and maternity discrimination
8. Discrimination arising from disability
9. Failing to make reasonable adjustments

Note: Complete the action plan as you go through the questions

Step 1 – Introductory information

Title of the document being assessed	New proposed tenancy agreement
Name of lead officer and others undertaking this assessment	Andrew Staton
Date EIA started	20 February 2020

Date EIA completed	27 February 2020
---------------------------	------------------

Step 2 – Overview of document being assessed:

Outline: What is the purpose of this document? (Specify aims and objectives)
<p>The tenancy agreement is the document that defines and governs the contractual relationship between landlord and tenant.</p> <p>The existing tenancy agreement is more than ten years old. It is considered good practice for landlords to revise their tenancy agreements on a regular basis: the years of operating under one tenancy agreement will expose any shortcomings that it might have; and these can be dealt through future revisions. Changes in legislation, regulation and accepted good practice are also reasons why tenancy agreements should be revised.</p>
What specific group/s is the policy designed to affect and what is the intended change or outcome for them?
<p>The new tenancy agreement will be applied to all new and existing tenants of dwellings. It does not apply to leaseholders, garage or shop tenants and people housed temporarily under homelessness or homelessness prevention legislation and duties.</p>
Which groups have been consulted as part of the creation or review of the policy?
<p>Landlord services staff Housing needs team CHRF</p>

Step 3 – What we already know and where there are gaps

<p>List any existing information/data do you have/monitor about different diverse groups in relation to this policy? Such as in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy & maternity, race, religion or belief, sex, sexual orientation etc.</p> <p>Data/information such as:</p> <ul style="list-style-type: none"> ▪ Consultation ▪ Previous equality impact assessments ▪ Demographic information ▪ Anecdotal and other evidence
<p>A range of diversity information is available from our records and held in QL (our housing management system) for all those customers receiving housing management services. This includes information on age, sex, ethnicity, sexual orientation, and disability. The range of information is limited in relation to certain characteristics (e.g. sexual orientation)</p>

What does this information / data tell you about diverse group? If you do not hold or have access to any data/information on diverse groups, what do you need to begin collating / monitoring? (Please list)

This information enables support to be directed to the most vulnerable tenants, and also shape our services to meet the needs of vulnerable people across a range of diverse groups.

Step 4 – Do we need to seek the views of others? If so, who?

In light of the answers you have given in step 2, do you need to consult specific groups to identify needs / issues? If not please explain why.

Staff in all landlord services have been consulted as have staff in the housing needs team.
The legal services team has endorsed the draft agreement as being legally sound and enforceable.
Tenants have been consulted at the Charnwood Housing Residents' Forum and Housing Management Advisory Board.
Existing tenants will be consulted in accordance with S.103 of the Housing Act 1985.

Step 5 – Assessing the impact

In light of any data/consultation/information and your own knowledge and awareness, please identify whether the policy has a positive or negative impact on the individuals or community groups (including what barriers these individuals or groups may face) who identify with any 'protected characteristics' and provide an explanation for your decision (please refer to the general duties on the front page).

		Comments
A	Age	No effects identified
B	Disability (Physical, visual, hearing, learning disabilities, mental health)	Tenants with learning difficulties could be disadvantaged through a long document that is quite legalistic in its language. Tenants who are blind or who have visual impairment might be affected adversely by an agreement that is text-based
C	Gender reassignment (Transgender)	No effects identified
D	Race	English-only version of the agreement could disadvantage those whose principal language is not English
E	Religion or belief (Includes no belief)	No effects identified
F	Sex	No effects identified
G	Sexual orientation	No effects identified
H	Other protected groups (pregnancy & maternity, marriage & civil partnership)	No effects identified
I	Other socially excluded groups (carers, low literacy, priority neighbourhoods, health inequalities, rural isolation, asylum seeker and refugee communities etc.)	Tenants with learning difficulties could be disadvantaged through a long document that is quite legalistic in its language

Where there are potential barriers, negative impacts identified and/ or barriers or impacts are unknown, please outline how you propose to minimise all negative impact or discrimination.

Please note:

- a) If you have identified adverse impact or discrimination that is illegal, you are required to take action to remedy this immediately.
- b) Additionally, if you have identified adverse impact that is justifiable or legitimate, you will need to consider what actions can be taken to mitigate its effect on those groups of people.

Summarise your findings and give an overview as to whether the new proposed agreement will meet Charnwood Borough Council's responsibilities in relation to equality and diversity (please refer to the general duties on the front page).

It is believed that the new draft agreement meets the council's equality and diversity responsibilities

Step 6- Monitoring, evaluation and review

Are there processes in place to review the findings of this assessment and make appropriate changes? In particular, how will you monitor potential barriers and any positive/ negative impact?

We are obliged under S.103 of the Housing Act 1985 to pay due regard to comments received. The terms of the new agreement have been certified by the council's legal services team as being legally sound and enforceable.

How will the recommendations of this assessment be built into wider planning and review processes? e.g. policy reviews, annual plans and use of performance management systems.

No recommendations have been identified in this assessment other than the future need to revise the tenancy agreement through changes in legislation, regulation or observation of the effects of the tenancy agreement and any shortcomings over a period of time following the imposition of the new agreement.

Step 7- Action plan

Please include any identified concerns/actions/problems in this action plan:

The problems etc identified should inform your service plan and, if appropriate, your consultation plan

Reference number	Action	Responsible officer	Target date
5B	In order to mitigate the potential adverse effects of the new agreement on people with learning difficulties it is proposed that a pictorial guide to the tenancy agreement is produced.	Landlord services manager	31 March 2023
	Braille version of the agreement can be produced for blind and visually-impaired tenants.	Landlord services manager	As and when required
5D	In order to mitigate the potential adverse effects of the new agreement on people whose first language is not English, translations into other languages will be carried out according to demand	Landlord services manager	31 March 2023

51	In order to mitigate the potential adverse effects of the new agreement on people with learning difficulties it is proposed that a pictorial guide to the tenancy agreement is produced	Landlord services manager	As and when required
----	---	---------------------------	----------------------

Step 8- Who needs to know about the outcomes of this assessment and how will they be informed?

	Who needs to know (Please tick)	How they will be informed (we have a legal duty to publish EIA's)
Employees	✓	Team meetings
Tenants	✓	Statutory consultation
Partners and stakeholders	✓	Publication on the council's website
Others	✓	Future and potential tenants through publication on the council's website.
To ensure ease of access, what other communication needs/concerns are there?		None identified.

Step 9- Conclusion (to be completed and signed by the service head)

Please delete as appropriate
I agree / disagree with this assessment / action plan
If <i>disagree</i>, state action/s required, reasons and details of who is to carry them out with timescales:
Signed (service head):
Peter Oliver - Head of Landlord Services
Date: 27 February 2020

Please send completed & signed assessment to Suzanne Kinder for publishing.

HOUSING MANAGEMENT ADVISORY BOARD – 12th May 2021

Report of the Head of Landlord Services

ITEM 9 WORK PROGRAMME AND MEETING DATES 2021/22

Purpose of the Report

To enable the Board to agree its work programme. The current work programme, appended, sets out the position following the previous meeting of 24th March 2021 and subsequent discussion with the Head of Landlord Services and the Chair regarding additional items that require consideration by the Board.

The Board is also asked to agree meeting date for the remainder of 2020/21 and the 2021/22 Council Year, and to review the information it receives in the Performance Information Pack (which is sent out each meeting and considered following the formal meeting, if required).

Recommendations

1. To agree that the Board's work programme be updated in accordance with the decisions taken during consideration of this item and any further decisions taken during the course of the meeting.
2. That the Board reviews the information it wishes to receive in the Performance Information Pack, which is currently as follows:
 - Repairs
 - Gas Servicing
 - Rent Collection
 - Rent Arrears Percentage of Annual Rent Debit
 - Tenancy Management
 - Anti-social Behaviour
 - Supported Housing
 - Customer Satisfaction
 - Rent Arrears and Universal Credit

Reasons

1. To ensure that the information contained within the work programme is up to date.
2. A review of this matter has been requested by the Chair.

HOUSING MANAGEMENT ADVISORY BOARD - WORK PROGRAMME

MEETING DATE/ FREQUENCY	ISSUE	INFORMATION REQUIRED/ INVITEES/ OFFICERS	NOTES
SCHEDULED:			
Every meeting	Work programme		To review the Board's work programme.
Every meeting	Questions from members of the Board		<p>Questions on matters within the remit of the Board (if any), for response at the meeting.</p> <p>Members will be asked in advance of the agenda being published for each meeting whether they have any such questions, for listing on the agenda.</p>
Every meeting	Performance information – questions		<p>See HMAB minute 14.4, 9th November 2016. Also minutes from 4th February 2021.</p> <p>To enable the Board to ask questions, if any, on the performance information pack* sent out with the agenda for the meeting.</p> <p>To be last item on agenda.</p>
Every meeting	EXEMPT - Update on Future Arrangements for the Delivery of Planned Works, Voids, and Associated Works	Head of Landlord Services	Exempt report
May 2021	Pets Policy	Head of Landlord Services	To continue consideration by the Board from the meeting on 24 th March 2021
May 2021	Fly Tipping in Communal Areas/on HRA Land	Head of Landlord Services	Rescheduled by the Board at its meeting on 24 th March 2021.

MEETING DATE/ FREQUENCY	ISSUE	INFORMATION REQUIRED/ INVITEES/ OFFICERS	NOTES
May 2021	Tenancy Policy	Head of Landlord Services	Rescheduled by the Board at its meeting on 4 th February 2021.
May 2021	Tenancy Agreement	Head of Landlord Services	Rescheduled by the Board at its meeting on 4 th February 2021.
First meeting of Council year	Election of Chair and Vice-chair		Annual Item.
September 2021	Neighbourhood Policy	Landlord Services Manager	Meeting to be confirmed by Board on 12 th May 2021
September 2021	Budget Setting and Priorities for Next Year	Head of Landlord Services	Annual Item.
November 2021	HRA Asset Management Strategy and HRA Business Plan	Head of Landlord Services	Rescheduled by the Board at its meeting on 4 th February 2021.
November 2021	Housing Strategy	Head of Strategic and Private Sector Housing	Rescheduled by the Board at its meeting on 4 th February 2021.
November 2021	Fencing Policy	Head of Landlord Services	
January 2021	Capital Plan	Head of Landlord Services	Annual report.
TO BE SCHEDULED:			
To be scheduled	STAR Survey	Head of Landlord Services	

Notes:

1. All reports must include an explanatory list of any acronyms used.

2. *Performance information pack will include (a) Repairs; (b) Gas Servicing; (c) Rent Collection; (d) Rent Arrears Percentage of the Annual Rent Debit; (e) Tenancy Management; (f) Anti-Social Behaviour; (g) Supported Housing; (h) Customer Satisfaction and (i) Rent Arrears and Universal Credit.