



YOUR TENANCY AGREEMENT

This agreement contains the terms and obligations of your tenancy.
You should read it carefully.

If you do not understand this agreement or anything in it, we strongly suggest that you ask for it to be explained to you before you sign it.

You can speak to your Housing Officer, a Solicitor, or the Citizens Advice Bureau for advice.

**This Tenancy agreement is available in other languages and formats.
Please contact Mid Devon Housing on Tel 01884 255255 for further
information.**

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1 Introduction – Welcome to Mid Devon Housing

- 1.1 This tenancy agreement is the document you sign when you become a tenant of Mid Devon District Council. It is a legally binding contract between you and us. It sets out your rights and responsibilities as a tenant and our responsibilities to you as the Landlord.
- 1.2 We want you to enjoy living in your new Home. We feel it is important that we make it clear from the start of your tenancy what you can expect from us and in turn, what we expect from you during your tenancy.
- 1.3 This tenancy agreement is used for:
- Introductory tenancies
 - Secure tenancies
- 1.4 Your offer of tenancy letter will tell you which type of tenancy you have. The type of tenancy you have is also set out at page 44 of this agreement.
- 1.5 An introductory tenancy is a probationary tenancy for a trial period of 12 months which can be extended by 6 months (if you breach the terms of this agreement). At the end of this period if we have not taken steps to obtain possession it will become a Secure Tenancy.
- 1.6 An introductory tenant does not have as many rights as secure tenants and does not have security of tenure because it is a probationary tenancy.
- 1.7 A Secure Tenancy is a periodic tenancy and not a fixed term.
- 1.8 The Terms and conditions set out in this document apply to all tenancy types unless stated otherwise.
- 1.9 If you have signed this tenancy agreement with someone else you are jointly responsible for the tenancy. Even if you leave your Home, you and the tenant(s) who remain are still responsible for abiding by this agreement including paying the rent.
- 1.10 A joint tenant of an introductory or secure tenant can unilaterally terminate the tenancy without the other joint tenant's agreement. You are advised to contact us if you require further advice.



- 1.11 You are also responsible for the actions of members of your household and also visitors (including children) to your Home. This means they too have to respect the terms and conditions of your tenancy and if any of these are breached, this may impact on your tenancy.
- 1.12 We are committed to ensuring that your Home and the services we provide are to a decent standard. We want you to live in a peaceful neighbourhood free from anti-social behaviour. We expect you to look after your Home, and, therefore if any damage is caused to it whether this was intentional or accidental, you will be recharged for putting it right. We ask that you treat your neighbours in the way you would like to be treated. You must pay your rent and any other charges on time. These are reasonable expectations.
- 1.13 If we fail to meet our responsibilities under this agreement, we expect you to tell us and to give us the opportunity to put things right. If you break your side of the agreement, we will normally tell you and give you a chance to put things right (unless matters are so serious that immediate action is required). If you fail to take this opportunity, then we will use the tools and powers available to us to take enforcement action which could include demoting the security of your tenancy or starting possession proceedings against you.
- 1.14 The Anti-social behaviour (ASB), Crime and Policing Act 2014 introduced simpler, more effective powers to tackle ASB and provides better protection for victims and communities. We will work with other agencies to tackle this unwanted behaviour. If we take any legal action against you or your household, your tenancy of your Home is at risk and you will be responsible for any costs incurred for taking such action. It may also prevent you from being re-housed with us in the future.
- 1.15 This firm approach is only to ensure that we provide a safe environment in a place where people want to live. We deliver a housing service that tailors its services to meet the diverse needs of individuals and we encourage and foster good relations with people when providing our services, to eliminate discrimination and to promote opportunity of equality.
- 1.16 Other useful information we provide to help you to manage your tenancy include the Tenant and Repairs Handbooks. The Tenant Handbook is an explanatory booklet which will be given to you at the beginning of your Tenancy. It does not form part of this tenancy agreement but it contains useful information.
- 1.17 The Repairs Handbook contains handy tips on what to look out for and how to sort out minor repairs yourself. We also have a range of policies which complement your Tenancy agreement. These can be provided on request or available to view on the Council's website.



- 1.18 Most importantly, you are entering into a legal contract with us. Please read this agreement carefully before accepting the tenancy and keep it in a safe place so that you can refer to it when needed. If you do not understand anything in your tenancy agreement, then please speak with us or obtain independent advice from a solicitor or Advice Centre.
- 1.19 When you sign for your Home, we will require photo ID or a certified photo of you and ID for all other household members.
- 1.20 We hope you enjoy your new Home and have a happy experience being a tenant of Mid Devon Housing.

2 The following definitions apply in this agreement.

| Definition: | Meaning: |
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| Assignment By Way Of Exchange | Under s.92(1) of the Housing Act 1985 assignment of the Tenancy to another Secure/Flexible tenant or an Assured tenant of a Social landlord as part of an exchange of properties |
| Central FIT Register | Means the register kept and maintained by OFGEM |
| Communal area | (including buildings) that tenants of MDH share or can use including stairs, landings, paved areas, shared gardens and parking areas |
| Conservation area | An area with a special character or quality because of its architectural and/or historical importance |
| Council land | Land owned by Mid Devon District Council, including all estates or amenity, residential and permit holder car parks |
| Demoted Tenancy/Demoting the security of Tenancy | A tenancy which has reduced rights compared to a Secure tenancy. Only a court can order a demoted tenancy. Under certain circumstances, |



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| | we may apply to court to have a Secure reduced to a Demoted Tenancy |
| Employees | Includes our Employees and any contractor, agent or anyone instructed by us |
| Evict or Eviction | This is when you are required to leave your Property. We will not Evict you without a Court Order |
| Family Provisions | <p>A Court Order transferring the Tenancy under:</p> <ul style="list-style-type: none"> (i) Section 24 of the Matrimonial Causes Act 1973 (Property adjustment orders in connection with matrimonial proceedings); (ii) Section 17(1) of the Matrimonial and Family Proceedings Act 1984 (Property adjustment orders after overseas divorce, etc.); (iii) Paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents); or (iv) Part 2 of Schedule 5, or paragraph 9(2) or (3) of Schedule 7, to the Civil partnership Act 2004 (Property adjustment orders in connection with civil partnership proceedings or after overseas dissolution of civil partnership) |
| Feed in Tariff (FIT) | Means the sums paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar PV Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits that arise from the micro- generation of electricity by the Solar PV Panel System including carbon credits or CO2 savings |
| FIT Period | Means the period of twenty-five years from the date that the Solar PV Panel System is installed at the Property and is recognised under the MCS as satisfying the relevant equipment and |



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| | installation standards and has been entered into the Central FIT Register by OFGEM |
| Gang | Means “a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community” |
| Garden | Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls that are part of your Home fences |
| Household | All those living in your Home, including pets |
| Improvement | Any alteration, addition or extension to the Property |
| Introductory Tenancy | A Tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of twelve months - trial period maybe extended. |
| Joint Tenancy | A tenancy granted to two or more (up to a maximum of four) people. Each tenant is jointly and separately liable for the tenant’s obligations in the tenancy agreement and the Council can enforce the tenancy obligations against all or one of the joint tenants in the agreement |
| MDH, Mid Devon Housing, Landlord, Council, we, Us, us Our Housing Service | Mid Devon District Council |
| Listed building | A listed building is a building or structure which is considered to be of special architectural or historic interest |
| Locality | The area around your Home that includes the road, street or estate where your Home is located |
| Lodger | A person who pays you money to live in your Property and does not have any exclusive rights to any parts of it |
| MCS | Means the Microgenerator Certification Scheme or equivalent schemes accredited under EN45011 |



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| Neighbours | Everyone living in the local area , including people who own their own Homes and other tenants |
| Notice of Seeking Possession | A legal document that is served prior to taking possession action against a tenant |
| Notice period | The period of notice required by either party to bring the Tenancy to an end. This is normally at least four weeks' notice when a notice to quit is served |
| OFGEM | Means the Office of Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff |
| Partner | A husband, wife or someone who lives with you as a husband or wife. Partner also includes a Partner of the same sex |
| Person Qualified to Succeed- Introductory/pre-1st April 2012 Secure Tenancy | <p>Provided the tenancy of the deceased is an introductory tenancy or is a secure tenancy entered into before the 1 April 2012</p> <p>The deceased tenant's spouse or civil partner if they occupied the Home as their only or principal Home at the time of the tenant's death.</p> <p>If there is no spouse or civil partner, a cohabitee or member of the tenant's family if they:</p> <ul style="list-style-type: none"> • occupied the Home as their only or principal Home at the time of the tenant's death • resided with the tenant for the 12 months before the tenant's death |
| Person Qualified to Succeed- Secure Tenancy | <p>Provided the tenancy of the deceased is a Secure Tenancy which began on or after the 1 April 2012</p> <p>The deceased tenant's spouse, civil partner or cohabitee succeeds if they occupied the Home as their only or principal Home at the time of the tenant's death.</p> |



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| Property or Home | The property let to you under this agreement |
| Secure Tenancy | A Secure Tenancy under Part 4 of the Housing Act 1985 which is a periodic weekly Tenancy and not a Flexible Tenancy |
| Solar PV Panel System | Means any Solar PV Panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on your Property |
| Tenancy | This agreement containing the terms, conditions and obligations of the Tenancy |
| The Provider | Means any person appointed by us to install, maintain, operate, repair or replace the Solar PV Panel System and includes their successors in title |
| Vacant possession | The Property is unoccupied and empty of possessions |
| Vehicles | Includes: car, bus, lorry, motorbike, boat, caravan, trailer, scooter, motorised transport or similar |
| Visitors | People not living with the tenant but who come to the tenant's Property |
| Written consent | A letter from us giving you permission/consent to do something. If you do need our consent we will ask you to put your request in writing |
| You, you | You as the tenant of us and in the case of joint tenants any one or all of the joint tenants |

3 Your rent and other charges

- 3.1 The **rent amount and charges** you must pay are set out in page 44 of this agreement. Charges may include, but are not limited to, water, sewerage, heating, and charges for support services. You must pay the rent and charges weekly in advance on every Monday unless we inform you otherwise.



- 3.2 You are responsible for paying your rent and other charges on time. You must not run a debt for any period.
- 3.3 If you fall behind with payments, we may start possession proceedings against you which will put your tenancy at risk. We may at our discretion consider entering into an arrangement with you for you to pay the arrears off by instalments. You must keep to any such agreed arrangement to avoid losing your tenancy.
- 3.4 If you receive any further services which we will charge you for, we will notify you of the charges when the service starts.
- 3.5 If you pay for an alarm service and fall behind with payments, we may terminate the service you receive. You will be responsible for finding an alternative provider. We may at our discretion consider entering into an arrangement with you for you to pay the arrears off by instalments. You must keep to any such agreed arrangement to avoid losing your service.
- 3.6 If you have an insolvency arrangement in place, you must pay your rent/charges including any arrears. If you don't pay the insolvency arrangement will not prevent us from seeking possession.
- 3.7 If you are a joint tenant, you are jointly responsible for all of the rent, charges and any arrears. This means that we can ask any individual joint tenant to pay the full amount due and recover any arrears or unpaid sums owed for your Property. We will not split the charges between you.
- 3.8 If your rent account goes into credit, we may deduct any other debt owed by you to the Council from any money that we may owe you. This could include recharges, Council Tax or other sundry debts. We will check if you owe any money before refunding any credit. This is to ensure that you do not have any other debts with the Council.
- 3.9 We may vary the rent or other charges by giving you at least four weeks' written notice before any changes take effect. These charges may increase or decrease from time to time – usually once a year.



3.10 Debts from previous Homes

- 3.11 If you owe us money for any former tenancy or for any other debt related to your former tenancy with us; it is a condition of this tenancy that you pay that debt in addition to the current total charges. This must be paid in full unless the Council agrees an instalment arrangement with you which you keep to.
- 3.12 If there are any unpaid sums at the end of the tenancy we may still pursue them by passing your details onto debt collection agencies and/or making a claim through the County Court which will affect your credit rating.

3.13 Household Bills

- 3.14 You are responsible for paying household bills, for example, Council Tax, water charges, sewage, electric, gas and any other outgoings whether metered or billed. We may forward your details to the relevant utility company at the start and end of a tenancy, and at additional times when required requested.

3.15 Financial Assistance

- 3.16 You may get help with paying your rent by claiming benefit. It is your responsibility to make a benefit claim. You need to apply as soon as you think you qualify and to provide all the information that is requested to support your claim. If your circumstances change, you must inform the relevant organisation where you claim help for housing costs immediately. If you are paid too much benefit you will be asked to pay it back by the organisation which paid it to you.
- 3.17 If you are eligible to receive benefit for housing costs and this benefit is paid directly to you or to a member of your household, it will be your responsibility to make payments to cover your rent/ charges.
- 3.18 If you fail to pay your rent, where possible we will apply to the Department of Works & Pensions (DWP) for deductions from your benefit for direct payments for your monthly rent and an amount on top for any arrears you have.



3.19 **Advice and Support Services**

- 3.20 We work in partnership with agencies that provide debt and financial advice and we will provide you with information to seek further advice and help you sustain your tenancy. We will not pass your details onto agencies without your consent.

4 **Living in your community**

- 4.1 We take complaints of anti-social behaviour and nuisance seriously. Your Home will be at risk if you cause or permit anti-social behaviour.

- 4.2 You must respect other people who live in your neighbourhood.

- 4.3 Our aim is to bring communities together by making your neighbourhood a better and safer place to live by helping people to resolve differences peacefully. We expect you to try to resolve disputes with your neighbours and to be tolerant of different lifestyles. You are encouraged to make use of mediation services to resolve any differences. In more serious cases, we will take the most appropriate action to resolve the situation.

4.4 **Antisocial and Illegal Behaviour**

- 4.5 You are responsible for the behaviour of every person in your household including children and people living in or visiting your Home. You are responsible for their behaviour in the Home, in common areas and in the Locality around your Home including public areas such as local shops and bus shelters, which serve the housing estate your Home is situated in.

- 4.6 You must not harm, intimidate, threaten or act in any manner that causes or is likely to cause nuisance, annoyance, alarm, harassment or distress to any person living in, visiting or otherwise engaging in lawful activity in or in the Locality of your Home. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.

- 4.7 You must not vandalise or cause damage to any property or any other persons' possessions. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.



- 4.8 You must not use threatening behaviour, domestic violence or abuse (including but not restricted to physical, psychological, sexual, financial or emotional) towards anyone living in your Home or anyone with whom you currently have or have previously had a personal relationship. This includes but is not restricted to spouses, partners, girlfriends, boyfriends and any member of your family. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.
- 4.9 You must not use or allow your Home to be used for any illegal purpose.
- 4.10 You must not threaten, be violent, aggressive or abusive towards any of our employees or our representatives, agents or contractors. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit.
- 4.11 You must not supply from your Home or within the locality of your Home, or allow to be supplied from your Home or within the locality of your Home on your behalf or for your benefit, any controlled drug or other substance contrary to the Misuse of Drugs Act 1971 or any other current relevant legislation.
- 4.12 You must not allow any animal owned by you, any member of your household or accompanying any visitor to your Home, to cause a nuisance, to behave or be used in a dangerous or intimidating manner, or to foul any communal area, footpath or play area within the Locality without cleaning it up immediately. All dogs must be kept on a lead in Communal areas and any dog encountered, which is not on a lead will be considered a stray and can be confiscated by us.
- 4.13 You, your children, friends, relatives, any other person living in your Home and visitors must not harass or threaten to harass or do anything that is likely to disturb or cause a nuisance/annoyance to any person on the grounds of their race, colour, ethnic or national origin, their religion, age or gender or sex or because of any disability they may have.
- 4.14 You or anyone living with you must not become a member of a Gang or allow a member of a Gang to visit your Home.



4.15 Examples of Anti-social behaviour include, but are not limited to:

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| Verbal abuse, intimidation, threatening behaviour and harassment | Threats to cause harm to an individual(s), persistent behaviours which cause harm or upset |
| Hate Crimes | Hate crime incidents based on race, sexual orientation, belief, gender, disability |
| Domestic Violence | Abuse of a partner or household member |
| Noise nuisance | Where there is a noise from persistent dog barking, loud music, DIY or loud music during unsociable hours |
| Communal nuisance | Where people are congregating near and around our properties and are causing rowdy/threatening behaviour or vandalism to MDH property |
| Animal related problems | Animals fouling in Communal areas and animals not under proper control |
| Environmental abuse | Fly-tipping in communal areas, bonfires, graffiti, tagging etc. |
| Drugs, substance or alcohol abuse | Use and supply of illegal drugs. Alcohol related ASB. Cuckooing, prostitution and related behaviours |
| Vehicle related nuisance | Abandoned cars, unnecessary noise pollution from cars and car repairs on communal land |
| Other criminal behaviour | Violence against people and property. Arson, prostitution and other sex related offences, Gang related activities, gun and knife crime, social media abuse. |

4.16 You must obtain written consent from us to securely store a licensed weapon at your Home. This must be kept in a locked cabinet as per your firearm licencing conditions and no one must be able to access this other than the person who holds the licence. You will at all times remain responsible for the security of the licensed weapon.

4.17 Threats to Employees and Contractors

4.18 If your or your household's behaviour is perceived as posing a risk to our employees or contractors we may flag your account which may mean that we adjust the way in which we interact with you. If we do flag your account we will write to you and explain how we will interact with you in the future. This could mean that we will only attend your Home with two operatives present which may delay repairs or maintenance to your Home.



4.19 **Misrepresentation**

4.20 This Tenancy is granted to you on condition that prior to the grant of this Tenancy, you have made in respect of any previous accommodation occupied by you, whether provided by us or not, full disclosure to us in writing about any complaints made against you that you have behaved in an anti-social manner or been a nuisance to former neighbours or those in the neighbourhood, or committed any incident of tenancy fraud.

4.21 If we find out that you have not made full disclosure of any relevant information under clause 4.20 this will be treated as a breach of this agreement and we will take steps to end the tenancy.

5 In and Around Your Home

5.1 **Living in your Home**

5.2 You must use and occupy your Home as your only or principal Home.

5.3 If we have reason to believe that you are not living in your Home as your only or principal Home or you have abandoned it, we will take action to obtain possession.

5.4 If we obtain possession in these circumstances, you may not be eligible for another Council Property.

5.5 **Overcrowding**

5.6 You must not allow your Home to become overcrowded. The permitted number of people who can live in your Home is shown on page 44 of this agreement. If you are unsure about this, please contact Mid Devon Housing for advice.

5.7 **Lodgers and changes to the Household**

5.8 Secure tenants have the right to take in Lodgers without our consent but must not allow their Home to become overcrowded.



- 5.9 You must provide us with the following information for any lodger or any other person you allow to live in your Home:
- Their full name and former address;
 - Their National Insurance number and
 - Their date of birth
- 5.10 You must also notify of us of permanent or temporary changes to your household.
- 5.11 If you receive any help with housing costs or Council Tax, you are responsible for updating the relevant organisation.
- 5.12 You must not take in Lodgers if you have an Introductory Tenancy.
- 5.13 **Subletting**
- 5.14 If you have a Secure tenancy you must not sublet part of your Home without our written consent.
- 5.15 If you have a Secure tenancy you must not sublet or part with possession of the whole of your Home.
- 5.16 Secure tenants are responsible for the behaviour of any sub-tenants and/or Lodgers, this includes making sure they comply with the terms and conditions of this agreement.
- 5.17 You are not permitted to use your Home as a bed and breakfast (including Airbnb).
- 5.18 You must not sublet or part with possession of the whole or any part of your Home if you have an Introductory Tenancy.



5.19 Changed Circumstances

5.20 During your tenancy you must not (either solely or jointly) own, purchase or rent any other residential property which it would be reasonable for you to live in as your main Home. You must not obtain another social housing property whilst you are our tenant. You must inform us if you own a residential property or have another residential lease or tenancy or inherit a property. This includes overseas properties.

5.21 Using your Home

5.22 You must keep your Home, including any garages and outbuildings, in a clean and tidy condition and in the same condition as at the start of the tenancy (except for fair wear and tear). It must be kept free from excessive build-up or poor placement of belongings or refuse that could cause a health and safety or fire risk to you, anyone else or to property.

5.23 You must ensure that you are able to evacuate your Property in the event of a fire or other emergency situation.

5.24 If we need to undertake any repair or Improvement works to your property, you must provide our Employees, with clear access and clean conditions to all work areas. You must remove any possessions, for example, furniture or flooring, where access is needed for repairs or improvements. If asked you must remove any animal from the room the Employee is working in or present in. We may refuse to carry out works until such time as clear access to all work areas is available. You must contact us in advance of any appointment if you anticipate you will have difficulties in complying with this clause.

5.25 You must not use or enter any loft space of the Home without our written consent. We accept no liability for personal injury or damage to your personal property should you use or enter the loft space without our consent. If you enter or use the loft space and cause damage including to any services such as electrical cables, water pipes, insulation, ceilings, the Solar PV Panel System you must pay the costs of repairs or replacement.

5.26 You must

- Provide a smoke-free environment when our Employees, are visiting or working in your property. You will extinguish any cigarettes lit when we visit;



- Keep chimneys and flues free from obstruction and ensure chimneys, where in use, are swept at least once a year, or more frequently if necessary and provide proof that this has been done;
- Only use fuel suitable for the particular appliance or open fire (a list is available from the Council). Failure to do so may cause damage or inefficient running. You should not burn any plastics, food, pet(s)/animal(s) waste, recyclable material or timber that has been painted or treated with a preservative.

5.27 You must not interfere with any property that belongs to a gas, electricity, water, broadband or telecommunications company or a supplier of other similar services.

5.28 You must not set light or launch any sky lanterns from your Home.

5.29 You are responsible for pest control (rodents, hornets, fleas, bedbugs and cockroaches) at your Home. You may be eligible for financial assistance to pay for pest control. We can provide a service for treatment of pest control for a charge. Please speak with MDH for further advice.

5.30 You are responsible for the treatment of ants and the removal of wasp nests at your Home.

5.31 You must not install CCTV or camera doorbells unless we give you written permission.

5.32 **Running a Business**

5.33 You must not run a business from your Home without first obtaining written consent from us. If we give you permission and the business creates a nuisance or annoyance we reserve the right to withdraw our permission giving you twenty eight days' notice. You must then cease to run the business from your Home.

5.34 Each case will be judged on its merits and you are responsible for obtaining your insurance relating to the business and for paying business rates. You are responsible for the disposal of any business waste and ensuring there is no nuisance caused to neighbours including additional traffic movements due to running the business.



5.35 **Gardens**

5.36 You are responsible for looking after your Garden; if you cannot maintain the Garden by yourself you will need to make appropriate arrangements for this to be maintained by family/friends or employing a gardening service.

5.37 You must also:

- Keep your Garden in a well maintained condition (this includes cutting the grass, removing weeds, trimming hedges and cutting back flowerbeds);
- Ensure that any hedges do not grow more than two metres high;
- Keep neat and tidy any hedge on your boundary, by trimming your side and also topping the hedge, including the main structure of the hedge. Your neighbour will be responsible for trimming the side facing their property. If your hedge borders a public footpath or road, you will be responsible for trimming both sides;
- Ensure that plants, trees, boundary hedges or large shrubs, do not become dangerous or overgrown, cause nuisance to your neighbours or damage to any property;
- Notify us if you believe that tree roots may be affecting underground services or foundations so we can arrange an inspection;
- Not store or hold any rubbish (except in a designated bin), household furniture, appliances, scrap materials, vehicle parts, in your Garden area;
- Give your neighbours fair consideration whenever you light bonfires in your Garden;
- Not do anything to encourage pests or vermin into your Home or any communal or garden areas;
- Ensure that all plants, trees or shrubs do not obstruct windows, doors, outhouses, footpaths, public right of ways, Solar PV Panels or energy efficiency systems.

5.38 You must not plant a tree or hedge without our written consent. We reserve the right to refuse consent for certain types of fast growing trees, such as Leyland cypress conifers or willow trees.

5.39 Where any trees or shrubs are causing a nuisance/annoyance or are dangerous, we may give you written notice asking you to remove or cut back within a certain timescale. If you do not do so we may enter your Home and carry out the works. You will be liable for our reasonable costs in carrying out any such works.



- 5.40 You must not remove any trees or boundary hedges without our consent.
- 5.41 You are responsible for notifying us if there is a good reason you are unable to look after your Garden or arranging for someone to look after it on your behalf. You cannot give away land that forms part of your tenancy but if you are struggling to maintain it you can ask someone to maintain it on your behalf.
- 5.42 You must obtain written consent from us before you or members of your household wish to do any of the following:
- Place, build or erect any greenhouse, garage, shed, patio, decking, aviary, fencing, conservatory, pigeon-loft, fishpond, pool or similar structure in your Garden or Communal area or anywhere in/or on council property;
 - Place, build or erect any gate or barrier across a Communal path;
 - Replace or erect fencing. Any fencing with written consent should be no higher than one metre at the front or two metres at the back of your Home;
 - Make changes to boundary walls, outbuildings or hard surfaces.
- 5.43 Where your Home is a Listed building or in a Conservation area this will be a special consideration to be taken into account when we decide whether or not to give consent.
- 5.44 **Communal Areas**
- 5.45 If you live in a block of flats where you do not pay a service charge for communal cleaning services, you are responsible, together with your neighbours, for keeping all Communal areas clean and tidy.
- 5.46 MDH have a zero tolerance policy on clutter in Communal areas, in the interests of delivering fire safety.
- 5.47 You must not do the following:
- Block or obstruct Communal areas (for example, entrance, hallways, landings, stairwells or lifts) this includes leaving items such as gardening materials, prams, motorcycles, bicycles, play items or mobility scooters in these areas;



- Leave any items or articles within or on Communal areas;
- Fly tip on Communal areas –fly tipping is an offence and we will prosecute;
- Wedge open any Communal doors;
- Litter, dirty or allow any pet(s) to foul in Communal areas;
- Allow dogs to be off the lead when in Communal areas;
- Store harmful or explosive materials in your Home, Garden, Communal areas, sheds or storage areas;
- Throw anything or allow anything to fall from any windows, balconies or Communal areas;
- Leave refuse or recycling boxes in Communal areas except where designated facilities are provided;
- Tamper, damage or deface any door entry system, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters, Solar PV Panel Systems, Communal aerials or damage any fire doors, escapes or lifts;
- Smoke or drink alcohol in enclosed Communal areas;
- Misuse the Communal area;
- Bonfires and/ or mini fires on Communal land, owned and managed by MDH will not be permitted. Disposable BBQ's are not permitted to be used in communal areas.

5.48 Communal areas are not to be seen as an extension to your Home. You must seek written consent from us if you would like to place any of your belongings in or on Communal areas. This includes, for example, installing hanging baskets or plant boxes.

5.49 **Pets and Animals**

5.50 You must not keep any pet(s)/animal(s) at the Property without our written consent unless it is a registered support dog, a small domestic caged animal or small fish. Any consent we grant will be at our absolute discretion.

5.51 You must apply to keep a pet or an animal on our approved pet application form and provide such additional information we require in order to process the application. We may impose terms and condition on the consent which you must comply with. If you do not comply with the terms and conditions we may withdraw the consent.

5.52 You must not keep or allow any dangerous pet(s)/animal(s) into your Home. This includes those covered by The Dangerous Dogs Act 1991, The Dangerous Wild Animals Act 1976 or any other relevant legislation.



5.53 You must ensure the following for any pet(s)/animal(s) you keep at your Home:

- It has a suitable environment;
- It is kept securely and cannot escape;
- It is provided with a suitable diet and fresh water; and
- It is protected from pain, suffering, injury and disease.

5.54 We reserve the right to withdraw our consent for you to have a pet(s)/animal(s) at any time. If our consent is withdrawn you will immediately remove the pet(s)/animal(s).

5.55 You must not allow intentional breeding of any pet(s)/animal(s) at your Home. You must not sell any pet(s)/animals (s) which are kept at your Home.

5.56 You do not need our consent to keep a registered support dog (e.g. guide dog for the blind, hearing dog, etc.) provided you supply us with evidence of the need for a registered support dog. If we are not satisfied that there is a need you must remove the animal from your Home. Evidence of the need for a registered support dog can be obtained from a secondary health services or the charity that provides the animal.

5.57 If you move out of your Home, you must not leave any pet(s)/animal(s) at the property. If you do so you will be liable for our costs in dealing with such pet(s)/animals.

5.58 You must not bury your pet(s)/animal(s) in any part of the Home or Communal Gardens.

5.59 You must not look after someone else's pet(s) or animal(s) at the Home without our written consent. If you do look after someone else's pet all the relevant clauses in this agreement relating to pets and animals will apply whilst it is staying in your Home.

5.60 **Vehicles and Parking**

5.61 You must not:

- Park any boat, trailer, caravan, motor home or similar on any part of your Home without our prior written consent (we will not unreasonably withhold this); Tenants in flats above the ground floor will not be granted permission to store a mobility scooter in their home.



- Park any motor vehicle, boat, trailer, caravan, motor home or similar on any part of your Home unless on a suitably constructed hard standing, driveway or a garage, with the relevant planning permissions, with direct access from the highway and an appropriate dropped kerb entrance installed by an approved contractor;
- Park or leave any motor vehicle on our land, including Communal grassed areas other than in an area set aside for parking and in accordance with the our rules/regulations for parking in those areas set aside for parking
- Park any vehicle which is untaxed, un-roadworthy or not insured at your Home or on any other Council land;
- Park any vehicle that exceeds 2000kg unladen weight at your Home or on our land;
- Carry out major repairs to vehicles at your Home. You are allowed to carry out general maintenance and repairs such as topping up windscreen washer fluid, oil or water, changing tyres, putting in a new sound system or changing windscreen wipers etc. but you must not cause a nuisance;
- Keep any motor vehicles (for example a motorcycle or moped) inside your Home, or in any indoor Communal area;
- Sell, rent or give away any parking space or garage let to you;
- Park in a designated disabled parking bay unless you have a valid blue badge; or
- Abandon any unwanted motor vehicle, caravan trailer or boat on any our land. We reserves the right to remove any such vehicle and recharge you the costs of its removal.

5.62 Where we deem applicable, you are required to display clearly on the front windscreen/dashboard of the vehicle a valid parking permit when parking in designated permit car parking areas.

5.63 You must not park anywhere which may obstruct access to other properties in the Locality of your Home or prevent the Emergency Services gaining access or cause inconvenience, nuisance or potential danger to others.

5.64 You must take precautions to minimise the possibility of an outbreak of fire and materials must be disposed of correctly when carrying out Vehicle repairs.

5.65 **Refuse**

5.66 You must not dispose of any medical waste in refuse bags, bins, food caddies or recycling boxes.



- 5.67 You must ensure that you dispose of all refuse securely, safely and hygienically.
- 5.68 You must ensure that you comply with the Council's rules for recycling and that all recycling is placed in the correct bins or seagull bags.
- 5.69 You are responsible for your refuse until it is collected by the Council. Refuse must not be put out on the street until the evening before or the morning of collection prior to collection.
- 5.70 You must dispose of any other material that we do not normally collect by paying for it to be collected or by taking it to a refuse disposal centre.
- 5.71 Unwanted items must not be left in Gardens or on Council land. You are responsible for making arrangements for the removal of such items. Fly tipping is an illegal offence and those responsible for it will be prosecuted.
- 5.72 You must not leave refuse or recycling boxes in enclosed Communal areas except where designated facilities are provided.
- 5.73 **Being Away from Home**
- 5.74 If you leave your Home for more than twenty eight days, you must beforehand:
- Inform us in writing of the dates you will be away and the contact details of you or those of someone else in the Locality who can deal with any emergency on your behalf;
 - Ensure your Home will be looked after and kept secure while you are away;
 - Inform us in writing if anyone else will be staying in your Home whilst you are away and provide full name, address, DOB, contact telephone number and confirm the dates they will be there from and to.
- 5.75 If you do not inform us when you are away, we may treat you as having parted with possession of the property and take action to repossess your Home.
- 5.76 **Insurance**
- 5.77 We have a responsibility to insure the structure of the building of your Home and any fixtures and fittings that belong to us.



- 5.78 We will not be liable for the actions of an independent contractor we instruct where they are negligent or in breach of any duty owed to you. We will ask that all contractors carry adequate insurance to cover third party damage.
- 5.79 You are responsible for insuring your own contents such as your personal belongings, furniture, carpets or decorations. We strongly advise you to take out your own Home contents insurance cover.
- 5.80 You must not do anything that may invalidate or increase the premium for the insurance that we provide for the structure of the building and any fixtures or fittings that belong to us.

6 Repairs and Improvements

6.1 Our responsibilities as a Landlord

6.2 We will keep in repair:

- The structure and exterior of your Home, including chimneys and chimney stacks, roofs, external walls and doors, window frames, internal walls, floors, ceilings, skirting boards, doors and door frames;
- Gutters, drains, sewers and external pipes (except those adopted by a water company);
- Service installations where originally fitted or adopted by us, such as those provided for the supply of water, gas, electricity (but not the Solar PV Panel System);
- Sanitation wear, such as basins, sinks, baths, toilets and installations for room and water heating;
- The external decoration of your Home in accordance with our programmed cycle for such work; (any communal parts of the building will be treated in the same way);
- Integral garages and outhouses;
- Communal areas, such as door entry systems, aerial systems and other installations provided by us, hallways, stairways, lifts and other common parts;
- Hard wired smoke detectors and where installed, hard wired carbon monoxide and heat detectors and hard wired pull cord systems;
- Pathways, walkways, hallways, balconies, passageways, alleys, garage access ways, steps or other means of access (that are owned by the Council). You should report any hazards you find on an estate in order for them to be rectified.

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



- The repair becomes necessary because you damage these items, whether by accident or deliberately;
- An installation, alteration or Improvement that was not part of your Home at the start of the tenancy, nor was later provided by us.

6.4 We are not liable for repairs or decorations that were the responsibility of the previous tenant where you have undertaken a mutual exchange. We are also not liable to remove any belongings/goods left by the previous tenant where you have undertaken a mutual exchange. If you have concerns after moving in about the state of property due to the previous tenant's actions you will need to consider raising these concerns with the previous tenant or seek redress from them.

6.5 Details of how to report a repair, the different types and how these are prioritised are shown in your Repairs Handbook.

6.6 **Your responsibilities as a tenant**

6.7 You must use your Home in a "tenant-like manner". You must take good care of your Home, carry out daily maintenance tasks and not do anything that directly leads to a deterioration of the fabric of the building or the installations and facilities provided. For example, you should:

- Keep your Home clean;
- Heat and ventilate your Home appropriately.

6.8 You are responsible for minor repairs and decorating inside the Home. You must not decorate the outside of your Home unless you have our written consent.

6.9 Where your Home is either Listed Building or built in a Conservation area, you must not carry out internal decorations before seeking our written consent.

6.10 Where your Home is newly converted or built you must seek guidance from MDH prior to decorating your Home.

6.11 You are responsible for reporting any repairs needed to your Home or shared areas that we are responsible for. We are not responsible for any loss or damage because a tenant fails to report any disrepair or fault immediately.



- 6.12 If you fail to report a repair, you must pay for any damage caused by you failing to tell us.
- 6.13 You must not steal or sell any goods from any property, building or grounds owned by us. This will result in MDH's reporting this to the Police as a criminal offence.
- 6.14 You are responsible for reducing damp, mould and condensation through heating, ventilating and controlling moisture. A failure to use, or to report defects of, the provided manual and mechanical ventilation is likely to lead to mould issues. In extreme circumstances, where there is a risk of damage to a property or health, MDH may request access to automate the ventilation. Any damage to the contents, decorative finish and fabric of the building will be your responsibility.
- 6.15 You are responsible for carrying out minor repairs to your Home. This includes, but is not limited to:
- Plumbing in domestic appliances such as washing machines or dishwashers;
 - Maintaining fittings such as WC seats, covers, hinges, chains and handles, and plugs for baths, basins and sinks;
 - Replacing electrical fuses, light bulbs, electric plugs, fluorescent tubes and starters (except those in Communal areas), resetting trip switches;
 - Repairing or replacing washing lines (unless you share them with other people);
 - Clearing outside gullies;
 - Repairing and maintaining the Garden (except Communal gardens) including patios and hardstanding's;
 - Repairing any equipment, fixtures or fittings left in your Home fitted by a former tenant and left in place at your request;
 - Providing any additional keys, replacement keys or locks and gaining access to the Home (except where a crime number is provided);
 - Replacing cracked or broken glass (except where we accept responsibility);
 - Testing any smoke detector provided by us. In particular, you are responsible for checking and replacing batteries;
 - Outbuildings, sheds, garages, driveways, fences (unless it is a post and wire fence provided by us) or greenhouses at your Home other than those we have provided permanently for you;
 - Ensuring that your own fittings (such as cookers) are installed correctly by a suitably qualified person and meet current safety standards;
 - Installing TV aerials (except Communal aerials), aerial sockets;
 - Resetting heating time clocks or programmers;



- Keeping drains inside and outside your Home clear;
- Small jobs around the house such as putting up curtain rails, blinds, shelves, doorbells, minor superficial plaster cracks and any such fittings or structures not installed by us.

6.16 If you have a chimney flue and it is defective or blocked in any way you must report this to us without delay.

6.17 You are responsible for maintaining and servicing any appliance not provided or adopted by us and providing evidence of this when requested by the Council's appointed gas servicing engineer at their annual service visit.

6.18 You are responsible for repairing or renewing any alterations or Improvements that you have carried out, including associated items. Unless the work is minor repairs you must ask our consent in writing to carry out any such works. You must not carry out any alterations or Improvements without are written consent

6.19 You are advised to keep a spare key to your Home safe, so that it can be used to gain entry if you lose your keys. Payment in advance is required for a locksmith to attend to grant you access to the property.

6.20 Major Repairs and Redevelopment

6.21 We may require possession of your Home if we need to carry out major work or if we need to redevelop the site. In such circumstances we have a legal right to possession. However, if we are required to decant you either on a permanent or temporary basis, we will offer you suitable alternative accommodation. In addition you may receive some form of compensation or assistance with removal costs, depending on your circumstances, in accordance with published policy.

6.22 If we have to decant you due to neglect or wilful damage to your property caused by you, we will not provide any compensation or financial assistance to move. You will be recharged for the cost of having any work carried out to repair your Property.



6.23 Gas Safety

- 6.24 As your landlord we are under a duty to check any gas fitting and the flues serving it in the Property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. We will always give you reasonable notice in writing of any inspection. You must provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access.
- 6.25 You must ensure that you have sufficient credit on gas and electric meters to enable the engineer to carry out your annual service.
- 6.26 We employ qualified gas engineers to carry out servicing to all appliances that we are responsible for, however, they will at the same time carry out a visual inspection of any non- Council mains gas appliances. Any non-Council appliances failing the safety check will be isolated or decommissioned. It will be your responsibility to repair or replace any appliances failing the safety check.
- 6.27 All tenant owned mains/Liquid Petroleum Gas (LPG) appliances must be serviced annually at your own expense. You must supply evidence of this when requested by the Council's servicing engineer.
- 6.28 You must obtain written consent from us if you would like to install any gas appliances at your Home, for example gas fires, Liquid Petroleum Gas (LPG). Any installations must be completed by a qualified gas engineer.
- 6.29 You must not use as bedroom accommodation, any room where an open flued gas appliance is installed.

6.30 Access to your Home

- 6.31 You must allow us or our employee's access to the Property at all reasonable hours to carry out repairs, Improvements, planned programmes, gas servicing and any safety checks, to inspect its condition and to complete new Tenancy visits and Tenancy Home checks. If we believe there to be a risk of personal injury or a risk of damage to your Home or an adjoining property or in order to comply with our statutory duties, you must allow us or our employee's immediate access to your Home. In these circumstances or if we consider there to be an emergency we will force entry into the Property if necessary.



- 6.32 You will reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment.
- 6.33 You should ask all callers for official identification before you allow them access to your Home. If in doubt, contact us or the police.
- 6.34 Where we have requested access to your Home and you are unable to be present at the appointment, you are allowed to ask a responsible person to be present to act on your behalf. This person must be eighteen years old and above.
- 6.35 If no one is at your Home when an emergency occurs, we will attempt to contact you or your designated contact by all means available to us, however if this is unsuccessful we reserve the right to force entry to your Home to rectify the issue. We will repair any damage we cause when we enter your property and we will ensure it is secured against unauthorised entry.
- 6.36 We visit our properties periodically in order to carry out inspections, such as Tenancy Home checks. Tenancy Home checks are unannounced visits, however if you do not wish to give us access, we will give you twenty four hours' notice of a further visit.
- 6.37 **Improvements and Alterations**
- 6.38 Secure tenants have the right to apply for written consent to make Improvements. Examples of Improvements include:
- Any structural change or alteration to your property including the removal or replacement of any walls, the building of any parking space, garage, hard standing, patio, driveway, conservatory or similar structure;
 - Any erection of outbuildings, sheds, greenhouses, fencing, the replacement of a kitchen or bathroom suite, as well as any other internal or external alterations;
 - The fitting of an aerial or satellite dish including CB aerials, radio masts to your property or communal area;
 - Any electrical, gas or heating installations or alteration including additional electrical circuitry (for example, showers, cookers or additional sockets);
 - Laying flooring such as laminated or wooden flooring.



- 6.39 Secure tenants must not make any alterations or improvements, without our written consent.
- 6.40 If you are an Introductory tenant you must not make Improvements
- 6.41 Clauses 6.42-6.47 apply to Secure tenants only.
- 6.42 You must submit requests to make Improvement in advance and in writing and you must support this with diagrams, drawings or plans as appropriate.
- 6.43 In respect of any Improvements to your Home, these become part of it and must be left when you vacate unless we agree otherwise.
- 6.44 You are responsible for repairing and maintaining all Improvements that you have had installed at your Home.
- 6.45 Unless you otherwise agree with us, you must ensure that your Home is returned to the Council's end of tenancy standard before you vacate.
- 6.46 You must prior to carrying out any alterations or Improvements check with us to see if there is asbestos at your Home. Where asbestos is identified and will be affected by your Improvements you must arrange for a qualified asbestos removal service to dispose of the asbestos before works are carried out. You must supply us with a certificate from the asbestos removal service prior to commencing work. All costs associated with this will be your responsibility.
- 6.47 Any works for Improvement we give consent for must be carried out in good and workman like manner.
- 6.48 **Solar PV Panel System**
- 6.49 Clauses 6.51 to 6.72 are express terms of your tenancy if Solar PV Panels have been installed at your Home.
- 6.50 General Terms relating to the Solar PV Panel System:
- 6.51 We or the provider will maintain the Solar PV Panel System at your Home.



- 6.52 During the Feed in Tariff (FIT) Period, the Solar PV Panel System belongs to the provider and is not part of your Home.
- 6.53 We or the provider may connect the Solar PV Panel System into and use the existing electrical system within your Home.
- 6.54 The provider is exclusively entitled to the benefit of the FIT.
- 6.55 Any electricity generated by the Solar PV Panel System may be used by you and we will not charge you for that electricity.
- 6.56 Any electricity that you do not use will be exported to the national grid for the sole benefit of the provider.
- 6.57 The part of the Solar PV Panel System known as the inverter may use a small amount of electricity from the electricity supply in your property and you will not charge us or the provider for that electricity.
- 6.58 We or the provider may at any time alter the Solar PV Panel System or remove it from your Home either permanently or for a period of time.
- 6.59 Our obligation in this tenancy agreement to repair service installations for the supply of electricity does not include an obligation to maintain or repair the Solar PV Panel System.
- 6.60 In the event of the Solar PV Panel System or any part thereof failing and being uneconomic to repair or replace, the Solar PV Panel System can be left in situ until such time as it is economic to repair or replace or the Solar PV Panel System is removed.
- 6.61 The amount of free electricity that the Solar PV Panel System may generate and which may be used by you may vary. Neither we nor the provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:



- Us or the provider carrying out repairs, works or alterations to the Solar PV Panel System or removing it from your Home;
- Us carrying out repairs, works or alterations to your Home;
- The weather, season or other factors beyond our control or the control of the provider;
- The age of the Solar PV Panel System (Solar PV Panels may become less efficient with age);
- The Solar PV Panel System or any part thereof failing and being uneconomic to repair or replace; or
- Any other reason.

6.62 In the event that you apply to exercise the right to buy of your property and you wish to continue to receive the electricity generated by the Solar PV Panel System, you should let us know so that we can advise the provider. If your Property is a house, the Provider may offer to enter into a contract (lease) with you, under which you allow the Solar PV Panel System to remain at your property and in return you will still get free electricity from the Solar PV Panel System. If your property is a flat, the arrangements described in this tenancy agreement will continue if you wish them to do so.

6.63 Our Obligations relating to the Solar PV Panel System.

6.64 We will inform you if the Solar PV Panel System is going to be removed by us or by the provider.

6.65 We will take reasonable steps to ensure that, subject to clauses 6.51 to 6.64 above, the provider keeps the Solar PV Panel System in good repair and working order during the FIT period.

6.66 Your Obligations relating to the Solar PV Panel System.

6.67 You will allow us or the provider (including employees, contractors or agents acting on our or the provider's behalf) access at reasonable times. This will be subject to reasonable notice to maintain, repair, replace or undertake other works to or inspect the condition of the Solar PV Panel System and to take meter readings (the inverter is usually installed in your loft space which means that we or the provider may need access to your loft space from time to time).



- 6.68 You will not cause any damage to or interfere with the Solar PV Panel System (including any cables serving the same). You will be responsible for paying us or the provider any costs incurred by us or the provider in respect of any damage caused to the Solar PV Panel System. You are responsible for keeping a small amount of credit on any electric meters to allow the inverter to work correctly.
- 6.69 You will make sure that no trees or vegetation at your Home grow to overshadow the Solar PV Panel System.
- 6.70 You will make sure that nothing is constructed or erected at your Home, which overshadows the Solar PV Panel System.
- 6.71 You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar PV Panel System or any part of your Home to which the Solar PV Panel System is attached or in which it is contained.
- 6.72 You agree to use the electricity generated by the Solar PV Panel System for personal domestic use only. You must not store any electricity generated by the Solar PV Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and must not sell or attempt to sell any electricity generated by the Solar PV Panel System to anyone.
- 6.73 **Right to Compensation**
- 6.74 At the end of the tenancy, Secure tenants may have a statutory right to claim compensation from us for certain kinds of improvements (specified in the legislation) that they make to the property with our written consent provided they are carried out after 1st April 1994.
- 6.75 **General Recharges**
- 6.76 You must pay for the costs of making good any damage to your Home (including fixtures and fittings) or to other Council property caused by you or anyone instructed by you (including contractors) failing to take reasonable care.



- 6.77 If you make any unauthorised alterations or Improvements you must return your Home to its condition before the alterations or Improvements were made. You are liable for the cost of doing so. If you do not carry out the work within a period of time specified by us we may carry out the work and you will be liable for our costs.
- 6.78 If, we or any other agency, for example the Police, damage your Home, fixtures and fittings, furniture or belongings or the shared areas because we needed to gain access to your property, for example for the issue of a warrant of execution or other legal power of entry, if this was due to something you have done wilfully or illegally, you must arrange for the damage to be repaired. You must do this within a required period of time or you will be recharged for the works to be put right.

7 Other Tenant Rights

7.1 Assignment

- 7.2 If you have a Secure tenancy you must not assign your tenancy except where permitted by law as follows:

- An Assignment By Way of Exchange provided we have granted written consent;
- An assignment in pursuance of a Court Order made under Family Provision; or
- Where your tenancy began on or after the 1st April 2012 an assignment to a Person Qualified to Succeed - Secure Tenancy or
- Where your tenancy began before the 1st April 2012 to a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy

- 7.3 If you have an introductory tenancy you must not assign or attempt to assign your Tenancy except where permitted by law as follows:

- A Court Order under the Family Provisions; or
- An assignment to a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy.

- 7.4 Please note assignment means you transfer all your tenants' rights and obligations to the assignee including the right to live in the property. If in doubt you should take independent legal advice prior to assigning to someone.



7.5 Succession for Secure Tenancies and Introductory tenants

- 7.6 Succession is when someone inherits a tenancy after the tenant dies. Only one succession to the tenancy is allowed. If you are a successor no further succession will take place.
- 7.7 Provided you are not a successor, if you have a sole Secure tenancy, which began on or after the 1st April 2012, on your death a person may succeed to the tenancy if they are a Person Qualified To Succeed-Secure Tenancy. No further succession is allowed.
- 7.8 Provided you are not a successor if you have a sole introductory tenancy on your death a person may succeed to the tenancy if they are a Person Qualified To Succeed- Introductory/pre-1st April 2012 Secure Tenancy. No further succession is allowed.
- 7.9 Provided you are not a successor if you have a sole Secure tenancy, which began before the 1st April 2012 on your death a person may succeed to the tenancy if they are a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy. No further succession is allowed.
- 7.10 If you have a joint tenancy and one of the tenants dies, the tenancy will pass to the other Joint tenant and this will count as the one succession allowed by the Housing Act 1985. No further succession is allowed.
- 7.11 If more than one person has a claim to take over your tenancy and they cannot agree whose claim we should consider we will choose who to give your tenancy to.
- 7.12 A successor is not liable for any rent arrears owed by you (if you are a sole tenant at the time of death). We will recover any arrears or unpaid sums, for example, recharges from your estate. However, if there is a Possession Order in force at the time of your death, your successor will be at risk of losing their property, if they do not comply with the terms of the order.
- 7.13 If a successor has succeeded to your tenancy and there is an outright Possession Order in force, we can apply to the court for a warrant of possession after the date for possession. You or anyone who may succeed to the tenancy are advised to speak with us for further advice and seek independent legal advice.
- 7.14 If there is no right to succession, the surviving person living in the Property will receive guidance relating to their housing options and will need to seek alternative accommodation.



- 7.15 If there is no one qualified to succeed to your tenancy in the event of your death your executors or administrators of the estate can end your tenancy, but must serve a minimum of four weeks' notice to quit on us or surrender the tenancy to give it up (if agreed by us). In order to do this they must also provide us with a death certificate or 'Tell us Once' completed with the registrar and a copy of the will so we know this is legally valid. We cannot end the tenancy without sight of these legal documents. If they don't serve a notice to quit we will serve a notice to quit on them.
- 7.16 If you have not left a will and no administrators have been appointed, we will end your tenancy by serving notice on the Public Trustee.
- 7.17 Where there is no person entitled to succeed your tenancy we reserve the right to charge rent up until the tenancy legally ends and any additional charges, for example, legal costs, rechargeable repairs or costs associated with items left in the property.
- 7.18 **Right to Buy**
- 7.19 Secure tenants have the right to apply to buy their Home, subject to legal conditions. Certain properties, such as housing for older people or adapted properties may be exempt.
- 7.20 You do not have the right to apply to buy your Home if you have an Introductory tenancy. Time spent under an introductory tenancy may be included in the qualifying period for your Right to Buy.

8 Ending Your Tenancy

8.1 Ending the Tenancy

- 8.2 You must give us at least four weeks' written notice to quit expiring on midnight on a Sunday when you wish to end your tenancy. All keys to your property must be returned to our offices by 10.00am at the latest, on the following day after the tenancy ends, or we reserve the right to charge you a further week's Use and Occupation charge. We will charge you full rent throughout the notice period.
- 8.3 If you are joint tenants any one of you can end the tenancy by giving a valid four weeks' written notice to quit.



- 8.4 If you or someone acting on your behalf fails to return all the keys to your Home after the tenancy ends, you agree to pay our reasonable charges for changing any locks, obtaining new keys and for any loss due to extending the void period.
- 8.5 If you vacate before the notice expires you are responsible for paying the rent and any other charges up to the end of the notice period. We are not permitted to take possession of the Property until the tenancy has terminated.
- 8.6 If you do not give the correct notice you will continue to be responsible for the rent and any other charges. If you have not completed the notice correctly we will advise you of this and expect you to complete a new notice with the correct details. You will be charged ongoing weekly rent up to the point where the tenancy is legally terminated and all of your items have been removed from the property/garden and loft space.
- 8.7 Your Home may be advertised on Devon Home Choice before you vacate.
- 8.8 We have a responsibility to carry out safety checks and routine repairs before re-letting a property. Therefore if you are moving from your Home you must let us carry out a pre-vacate inspection, and identify any damages/repairs that must be completed before you vacate.
- 8.9 If you serve a Notice to Quit on us to end your tenancy and then change your mind, the notice cannot be retracted by you. However both you and us can agree to grant you a new tenancy during the notice period but it is at our absolute discretion if we allow this. You are advised to contact a solicitor or an Advice Centre for Independent legal advice. We therefore, advise you to think carefully about serving notice to end your tenancy.
- 8.10 **Transfers**
- 8.11 You have the right to request a transfer to alternative accommodation under certain conditions. We will not normally allow you to transfer to another property owned by us if:
- You are in rent arrears or owe other unpaid sums and you have not kept to a regular arrangement plan;
 - You have caused anti-social behaviour and have been served with a 'Notice of intent to seek possession';
 - You are under a court order giving possession of your Home to us; or
 - Your tenancy has been demoted.



8.12 Moving Out

8.13 When you vacate your Home, you must:

- Give us vacant possession;
- Pay all the rent and other unpaid sums up to the date of the end of your tenancy. If you owe us money for rent and other unpaid sums when you leave your property, you must make arrangements with us to pay the debt;
- Ensure all utility bills such as gas, electric and water have been paid;
- Contact your utility suppliers that you are no longer living at the property and ask to close your account including submitting final meter readings;
- Ensure any household appliances have been disconnected safely and meets legal requirements and includes certification when appropriate;
- Return all gas and electric meter cards (you should do this at the time of returning your keys);
- Provide us with your new address and contact number;
- Make arrangements to re-direct your post;
- Remove all your furniture and personal belongings from the Property unless previously agreed by us. If you leave any items at the Property we reserve the right to dispose of these and recharge you for this service;
- Remove all rubbish from both inside and outside the Property, including the storage areas, lofts and gardens;
- Leave the Property in a clean and tidy condition (if we have to carry out any further cleaning to the Property we reserve the right to recharge these costs to you);
- Remove any greenhouses, garages, sheds, etc., that you have erected in the Garden unless you have agreed with us to leave it at the Property;
- Ensure that any member of your household or visitors vacates the Property at the same time as you;
- Ensure that no pet(s)/animal(s) remain at the Property; and
- Take steps to ensure that the Property is free from vermin or insect infestation, including fleas.

8.14 If you have decorated the Property during your tenancy ensure all walls are painted in neutral colours approved by us before leaving.



- 8.15 You must return all keys for lockable doors and windows of the Property, including Communal door keys/fobs, to our offices by 10.00am at the latest, following the day after the tenancy ends. If you do not return the keys by this date and time you will be recharged the cost of replacing the keys and locks of the property, as well as a further week's Use & Occupation charge.

9 General

9.1 Making Contact

- 9.2 If we need to make contact with you, we reserve the right to use the communication method that we deem to see as being most appropriate to your circumstances. This may be in the form of letter, email, text messaging, telephone or face to face.

- 9.3 You must inform us of any change in your contact information including telephone numbers and email addresses.

9.4 Court Orders

- 9.5 You must tell us the outcome of any legal proceedings which results in a Court Order affecting your tenancy or rights of occupation, for example, Occupation Orders or Property Adjustments Orders.

9.6 Tenancy Fraud

- 9.7 You or members of your household must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes illegal subletting and knowingly making a false statement or withholding information in order to obtain a tenancy. The Prevention of Social Housing Fraud Act 2013 includes provisions that if you have committed tenancy fraud, we can take legal action against you which could result in criminal proceedings and criminal charges to include proceeds of crime act.

9.8 Consultation and information

- 9.9 We will consult with secure tenants about any changes we want to make to their Tenancy agreement. Under sections 102 and 103 of the Housing Act 1985, we may change any of the conditions of this tenancy agreement. The Act sets out a procedure we must follow when making any changes.



9.10 You have the right to be consulted over any major changes in housing management, maintenance and improvement works affecting your Home and your tenancy. We will consider your views, including carrying out any statutory consultation, before putting the changes into effect.

9.11 **Data Protection and Privacy**

9.12 We will process personal information in connection with your tenancy in accordance with the Data Protection Act 2018 and UK GDPR 2020.

9.13 The Data Protection Act sets out how we can use and store your details. The Act also gives you certain rights relating to the information we hold. You have the right to see the information we keep on your tenancy file about you. Your access to this information will be subject to current regulations. Information will be made available within reasonable timescales.

9.14 You agree that we may use any information you have provided to us about you and members of your household for housing management purposes in connection with this tenancy.

9.15 We will follow the terms of the Data Protection Act 2018 and UK GDPR 2020 and will safely manage and protect any information we hold about you. However, where the law allows us and where it is relevant, we may share information we hold about you with other business partners, contractors or statutory agencies. These may include:

- Tracing agencies or debt collection companies where you have permanently left the property owing rent and we are seeking recovery;
- Right to Buy enquiries when we have to provide tenant contact details to the valuers; and
- Repairs contractors where we need to provide tenant contact details.

9.16 **Contract rights for third parties**

9.17 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



9.18 Customer service and complaints

9.19 Customer service – we aim to provide the highest possible standards of service. If you would like more information about our standards, you can find them in your Tenant Handbook online at www.middevon.gov.uk or phone 01884 255255.

9.20 Complaints procedure – we must deal with any complaints about our service effectively and speedily. As a landlord we operate a complaints procedure in accordance with the requirements of the Housing Ombudsman Service. If you feel that we have not met our obligations under this agreement, we would urge you to use our complaints procedure, details of which can be obtained from our offices or online at www.middevon.gov.uk or phone 01884 255255.

9.21 Changes in the law

9.22 All references in this agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time.

9.23 Serving notice

9.24 Any notice that we need to serve on you under the terms of this agreement or as required by law including the Housing Act 1985 will be validly served if it is:

- Handed to you or anyone at your Home;
- Left at your Home;
- Fixed to your front door or another prominent part of your Home;
- Sent by first or second class post to your Home; or
- Left at or sent by first or second class post to your last known address.

9.25 Any notice that you wish to serve on us will need to be either hand-delivered during office hours or sent by post or recorded delivery to: Mid Devon Housing, Phoenix House, Phoenix Lane, Tiverton, Devon EX16 6PP.

9.26 We advise you to request a receipt for proof of hand-delivery. The tenancy will not legally end when you expect it to if we have not received the notice.



10 Signing Your Tenancy Agreement

Tenancy agreement *(Please tick the relevant boxes)*

This Tenancy agreement is between us, **Mid Devon District Council** (the Landlord) and **you** (the tenant/s).

| Tenant number | Tenant full name | Date of birth | National Insurance Number |
|---------------|------------------|---------------|---------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Household members

The people who will live in the Home with you (your household) are named below:-

| Full name | Date of birth | Their relationship to you |
|-----------|---------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

This Tenancy agreement is for the Property at:



| | |
|--|--|
| Property Type (House, flat, bungalow etc.) | |
| Number of bedrooms | |
| Permitted number of persons | |
| Is garden included? | |
| Is garden for sole or shared use? | |

This Tenancy is an:

| | |
|----------------------|--|
| Introductory Tenancy | |
| Secure Tenancy | |

Your Tenancy starts on

You will become a secure tenant on XX/XX/XXXX (unless we take action to extend or end your introductory tenancy)

You must pay us the following every week on time

| Charge | Amount | Frequency |
|----------------|--------|------------|
| Rent | | Every week |
| Service charge | | Every week |
| Alarm charge | | Every week |
| Other | | Every week |
| Other | | Every week |
| Total Rent | | Every week |



11 Declaration

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

Signed by Tenant(s):

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

Signature on behalf of Mid Devon District Council the Landlord

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |
| Job Title: | |

Payments you owe from a previous Council Tenancy

You are responsible for the full amount owed from your previous Tenancy at:



| |
|--|
| |
|--|

Full amount owed: £.....

You agree to pay the above amount in instalments of £ .a week, every week with your rent unless agreed by us.

Tenants' signatures:

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |

Signature on behalf of Mid Devon District Council the Landlord

| | |
|--------------------|--------------|
| Signed: | Date: |
| Print Name: | |
| Job Title: | |

Get Involved:

We are committed to listening to residents and we want to make sure you are involved in our policy and decision-making processes and that we offer a wide range of opportunities for you to



have your say, scrutinise our performance and comment on service improvements. From the selection below, please tick any methods of involvement that you would be interested in joining:

Methods of Involvement:

- ☐ *Scrutiny groups* – Scrutinise our performance, provide feedback and suggest improvements at meetings.
- ☐ *Tenant volunteer roles* – Publications, Estates, Complaints and Zero Carbon roles are available.
- ☐ *Focus groups* - When a topic or common theme is identified, we use focus groups to gather feedback.
- ☐ *Neighbourhood walkabouts* – Would you like to join your Neighbourhood Officer on your local walkabout? These take place twice a year.
- ☐ *Mystery Shopping* – Go undercover and help us assess our service.
- ☐ *Social Media* – Like and follow us on Facebook to keep up to date with housing news.
- ☐ *Let's Talk Mid Devon* – Sign up to our engagement hub to complete surveys, polls and read the latest housing news.

Scan the QR codes below to follow our Facebook or search @middevonhousing. You can also scan the QR code to sign up to Let's Talk Mid Devon and My Mid Devon where you can make rent payments online and access a range of services including bin collection reminders.



Communication Needs:

Please indicate below if you have any additional communication needs:

- ☐ Large Print
- ☐ Translation Service
- ☐ Sign Language
- ☐ Other methods (please state)

