



# Your Tenancy Agreement

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

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## Introduction

# Welcome to Mid Devon District Council

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.

We want you to enjoy living in your new Property. 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.

This tenancy agreement is used for:

- Introductory tenancies
- Flexible tenancies
- Secure tenancies

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 33** of this agreement.

An Introductory Tenancy is a probationary tenancy for a trial period of 12 months which can be extended by 6 months in certain cases. At the end of this period if we have not taken steps to obtain possession it will become either a Secure or Flexible Tenancy. Introductory tenants will be told which applies when they are offered the tenancy.

An Introductory tenant does not have as many rights as Secure tenants and does not have security of tenure as they have a probationary tenancy.

A Flexible Tenancy as provided under Section 154 of the Localism Act 2011 is for a fixed term. In the case of a Flexible Tenancy the length of the fixed term will be set out in the offer of tenancy letter and will also be set out in **page 33** of this agreement.

If you have a Flexible Tenancy we will begin to review the tenancy at least 6 months prior to the end of the fixed term in order to consider whether the tenancy should be renewed. Further information about this can be found at **clause 6.1.17** of this agreement.

A Secure Tenancy is a periodic tenancy and not a fixed term. As such there are no provisions for a review as to whether the tenancy should be renewed.

The type of Tenancy you have been offered will be explained. Terms and conditions apply to all Tenancy types unless stated otherwise.

If you have signed this Tenancy agreement with someone else you are jointly responsible for the Tenancy. Even if you leave the Property, you and the tenant(s) who remain are still responsible for abiding by this agreement including paying the rent.

Whilst a Joint tenant of an Introductory or Secure Tenancy can unilaterally terminate the Tenancy without the other Joint tenant's agreement, a Joint tenant of a Flexible Tenancy cannot unilaterally terminate the Tenancy. You are advised to contact us if you require further advice.

Throughout this Tenancy agreement, we will refer to you as the tenant. However, you are also responsible for the actions of members of your Household and Visitors (including children) to your Property and the Locality. 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.

We are committed to ensuring that your Property 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 Property, 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.

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 tell you and give you a chance to put things right. 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.

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, your tenancy of the Property 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.

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.

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.

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.

At the back of this agreement, there is a list of definitions explaining some of the terms we use.

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.**

We hope you enjoy your new Property and have a happy experience being a tenant of Mid Devon District Council.

# Section One

## Rents and charges

### 1.0 Your rent and other charges

- 1.1 The rent amount and charges you must pay are set out in **page 33** of this agreement. Charges may include, but are not limited to, water, sewerage, heating, and charges for support services.
- 1.1.2 You must pay the rent and charges weekly in advance on every Monday unless we inform you otherwise. Because we collect rent and charges for 48 weeks in the year there are some weeks where you will not have to pay rent and charges. We will tell you those weeks when you don't have to pay otherwise you must pay. Those weeks we decide you don't have to pay we call "rent free weeks". If your account is in arrears you must continue to pay during the rent free weeks. With effect from April 2017 we reserve the right to move to a 52/53 rent period where there will no longer be rent free weeks by giving you at least four week's written notice before any changes take effect.
- 1.1.3 You are responsible for paying your rent and other charges on time. You must not run a debt for any period.
- 1.1.4 If you fall behind with payments and do not make or keep to an arrangement plan to clear your arrears, we will start possession proceedings against you which will put your Tenancy at risk.
- 1.1.5 If you receive any further services which we will charge you for, we will notify you of the charges when the service starts.
- 1.1.6 If you pay for an alarm service and fall behind with payments and fail to make an arrangement plan to clear the arrears, we will terminate the service you receive. You will be responsible for finding an alternative provider.
- 1.1.7 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 this will not prevent us from seeking possession.
- 1.1.8 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.
- 1.1.9 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.
- 1.1.10 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.

**1.1.11** Changes in legislation may require higher earning Households to pay either nearly market rent or full market rent for the Property they live in. If you meet the Government's criteria, you agree to pay the relevant amount as set out in legislation or to give back possession of the Property to us.

## **1.2 Debts from previous Homes**

**1.2.1** If you owe us money for any former Tenancy or for any other debt related to your former Property, it is a condition of this Tenancy that you pay that debt in addition to the current total charges.

**1.2.2** If there are any unpaid sums at the end of the Tenancy we will still pursue them by passing your details onto debt collection agencies and/or making a claim through the Courts which will affect your credit rating.

## **1.3 Household bills**

**1.3.1** 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 will forward your details to the relevant utility company if requested.

## **1.4 Financial assistance**

**1.4.1** 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.

**1.4.2** 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.

**1.4.3** If you fail to pay your rent, where possible we will apply to the Department of Works & Pensions (DWP) for deductions from your benefit to either pay ongoing rent payments or to cover arrears.

## **1.5 Advice and support services**

**1.5.1** We work in partnership with agencies that provide debt and financial advice and we will provide you with information to seek further advice. We will not pass your details onto them without your consent.

## **Section Two**

### **Living in your community**

#### **2.0 Community obligations**

**2.1** We take complaints of anti-social behaviour and nuisance seriously. Your Home will be at risk if you cause anti-social behaviour, nuisance/annoyance or carry out any illegal activities.

**2.1.2** You must respect other people who live in your neighbourhood.

**2.1.3** 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.

#### **2.2 Anti-social behaviour**

**2.2.1** In this Tenancy Agreement “Anti-social behaviour” means:

- conduct that has caused, or is likely to cause, harassment, alarm or distress to any person;
- conduct capable of causing nuisance or annoyance to a person.

You must not commit any acts of anti-social behaviour.

You must not cause, permit, allow or encourage anti-social behaviour.

**2.2.2** You must not harass or threaten to harass on the grounds of race, age, gender reassignment, marriage or civil partnership, pregnancy and maternity, religion and belief, sex, sexual orientation, disability, or any other reason that may interfere with the peace and comfort of or cause offence to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any tenant, our Employees whether in the neighbourhood or elsewhere (for example at our offices). Nor must you allow, fail to prevent or incite anyone living with you (including children) or your Visitors to do any of these things.

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

- behaviour causing alarm or distress to others;
- language causing alarm or distress;
- using or threatening to use violence;
- using insulting or abusive words or behaviour;
- damaging or threatening to damage another person’s Property or possessions;
- writing threatening, abusive or insulting letters or graffiti;
- noise nuisance;
- violent or abusive behaviour or any form of harassment;
- distributing controlled drugs;
- persistent dog barking and failing to keep your pet(s)/animal(s) under control;
- rubbish dumping, fly-tipping or lighting excessive bonfires;
- riding in or driving Vehicles at excessive speed or dangerously;
- making false or malicious complaints about the behaviour of another person.



**2.2.4** You must not play nor permit anyone at your Property residing or visiting to play any radio, television, record, stereo, tape recording, DVD, CD, mini disc, sound system or musical instrument or to operate any other equipment in the Property in such a manner as to cause or be likely to cause a nuisance, disturbance or annoyance to any person in the Locality.

**2.2.5** You must not do anything which interferes with or is likely to interfere with the security or safety of equipment or vandalise or cause damage, deface, or write graffiti on any Property or structure we own. Any health and safety issues should be reported to us immediately.

## **2.3 Illegal activities**

**2.3.1** You must not use or allow your Property (including garages, outhouses) to be used for criminal, illegal or immoral acts. This includes but is not limited to:

- cultivating or manufacturing, selling or conspiring to sell, using, possessing or dealing in “controlled drugs” which are defined by Section 2 of the Misuse of Drugs Act 1971;
- the storage or manufacture of unlicensed firearms and/or offensive weapons;
- handling or storing stolen or counterfeit goods including Vehicles;
- using your Property as a brothel or for prostitution in the Locality of your Property; or
- storing or distributing racial, offensive or illegal material.

**2.3.2** You must obtain Written consent from us to securely store a licensed weapon at your Property.

## **2.4 Violence and abuse in the Property**

**2.4.1** You must not inflict violence or abuse, threaten violence or abuse against your Partner or former Partner, your children, your Partner’s children or any other person living in your Property or in another Council Property, such that the person can no longer live peacefully in the Property. This includes all forms of abuse, for example, psychological, physical, financial or emotional abuse.

## **2.5 Threats to Employees**

**2.5.1** You must not abuse, assault, threaten, harass or obstruct our Employees, or Councillors in person, by telephone, in writing or in any other way, whether at the Property or elsewhere such as at our offices, in public or in the Locality.

## **2.6 Misrepresentation**

**2.6.1** 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.

**2.6.2** If we find out that you have not made full disclosure of any relevant information under **clause 2.6.1** this will be treated as a breach of this agreement and we will take steps to end the Tenancy.

## 2.7 Gang membership

- 2.7.1 You or anyone living with you must not become a member of a gang or allow a member of a gang to visit the Property. When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority 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 to demonstrate status) which is causing significant harm to the community and/or is of cross border concern”. The Association of Chief Police Officers say that “significant” harm can have one or more of the following characteristics: significant profit or loss; significant impact upon community safety; serious violence; corruption; exercise of control”.

## Section Three In and around Your Property

### 3.0 Living in Your Property

- 3.1 You must use and occupy your Property as your only or principal Home.
- 3.1.2 If we have reason to believe that you are not living in your Property as your only or principal Home or you have abandoned it, we will take action to obtain possession.
- 3.1.3 If your Tenancy is an Introductory or Secure Tenancy we will serve you a Notice to Quit and apply to court for an order to take possession of your Property. In these circumstances we reserve the right to charge you four weeks’ full rent and any additional charges, for example, legal costs or rechargeable repairs that we consider necessary. We will also reserve the right to charge in addition further rent until we have obtained actual possession.
- 3.1.4 If your Tenancy is a Flexible Tenancy, we will forfeit the Tenancy and apply for a Court Order to bring the Tenancy to an end.
- 3.1.5 If we obtain possession in these circumstances, you may not be entitled to another Council Property.

### 3.2 Overcrowding

- 3.2.1 You must not allow your Property to become overcrowded. The permitted number of people who can live in your Property is shown on **page 32** of this agreement. If you are unsure about this, please contact the Housing Service for advice.

### 3.3 Lodgers

- 3.3.1 Secure and Flexible tenants have the right to take in Lodgers without our consent but must not allow their Property to become overcrowded. If you receive any help with housing costs or Council Tax, you are responsible for updating the relevant organisation.
- 3.3.2 You must not take in Lodgers if you have an Introductory Tenancy.

### **3.4 Subletting**

- 3.4.1** You must not sublet part of the Property without our Written consent if you are a Secure or Flexible tenant.
- 3.4.2** You must not sublet or part with possession of the whole of the Property if you are a Secure or Flexible tenant.
- 3.4.3** Secure and Flexible 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 the Tenancy agreement.
- 3.4.4** Under the Prevention of Social Housing Fraud Act 2013, a Secure or Flexible tenant will commit an offence if he sub-lets the whole or part of the property such that the property is no longer his only or principal Home and he knows that this is contrary to the express or implied terms of his tenancy (s.1(1)). An offence will also be committed if the tenant dishonestly and in breach of an express or implied term of the tenancy sublets or parts with possession of the whole or part of the property and ceases to occupy it as his only or principal Home (s.1(2)).
- 3.4.5** You must not sublet or part with possession of the whole or any part of the Property if you have an Introductory Tenancy.

### **3.5 Changed circumstances**

- 3.5.1** During your Tenancy you must not (either solely or jointly) own or rent any other residential property which it would be reasonable for you to live in as your main property. You must inform us if you own a residential property or have another residential lease or Tenancy or inherit a Property.

### **3.6 Using Your Property**

- 3.6.1** You must keep your Property, 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 of belongings or refuse that could cause a health and safety or fire risk to you, anyone else or to Property.
- 3.6.2** You must ensure that you are able to evacuate your Property in the event of a fire or other emergency situation.
- 3.6.3** If we need to undertake any repair or Improvement works to your Property, you must provide our Employees, with clear access to all work areas. You must remove any possessions, for example, furniture, flooring, if requested to do so. 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.
- 3.6.4** You must not use or enter any loft space of the Property without our Written consent. We accept no liability for personal injury or damage to your 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.

- 3.6.5** In exceptional circumstances, we may give consent for you to use the loft space but you must obtain our Written consent.
- 3.6.6** You are required to:
- provide a smoke-free environment when our Employees, are visiting or working in your Property. You will extinguish any cigarettes lit when we visit;
  - remove any dogs from the room our Employees are visiting or working in your Property;
  - 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;
  - 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.
- 3.6.7** You must not interfere with any property that belongs to a gas, electricity, water or phone company or a supplier of other similar services.
- 3.6.8** You must not set light or launch any sky lanterns from the Property.
- 3.6.9** You are responsible for pest control (rodents, hornets, fleas, bedbugs and cockroaches) at your Property. 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 the Housing Service for further advice.
- 3.6.10** You are responsible for the treatment of ants and the removal of wasp nests or beehives at your Property.
- 3.7 Running a business**
- 3.7.1** 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.
- 3.8 Gardens**
- 3.8.1** You are responsible for looking after your Garden, you must:
- 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;
  - 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 Property 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 Panel or energy efficiency systems.

- 3.8.2** If you want to plant a tree on your Property, you must obtain written consent from us. We reserve the right to refuse consent for certain types of fast growing trees, such as Leyland cypress conifers.
- 3.8.3** 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 property and carry out the works. You will be liable for our reasonable costs in carrying out any such works.
- 3.8.4** You must not remove any trees or boundary hedges without our consent.
- 3.8.5** You must not erect fencing or plant hedges or trees in areas which are designated open plan areas.
- 3.8.6** 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.
- 3.8.7** 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 Property;
  - make changes to boundary walls, outbuildings or hard surfaces.
- 3.8.8** We may not grant Written consent for items listed **under clause 3.8.7** for properties which are situated in a Conservation area or are classed as being Listed buildings.

### **3.9 Communal areas**

- 3.9.1** If you live in a block of flats where you do not pay a service charge for Communal cleaning services, you are responsible, together with your Neighbours, for keeping all Communal areas clean and tidy.
- 3.9.2** 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 Property, Garden, Communal area, sheds or storage areas;
  - throw anything or allow anything to fall from any windows, balconies or Communal areas;

- leave refuse or recycling boxes in enclosed 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.

**3.9.3** Communal areas are not to be seen as an extension to your Property. 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.

### **3.10 Pets and Animals**

**3.10.1** 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.

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

**3.10.3** You must ensure the following for any pet(s)/animal(s) you are allowed to keep at the Property:-

- 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.

**3.10.4** You must not allow any pet(s)/animal(s) that you keep at your Property to cause any nuisance or annoyance to anyone living in the Locality, or to our Employees, or to cause damage to your Property or any other Council owned property. Examples of nuisance/annoyance include, but are not limited to, causing excessive noise or fouling.

**3.10.5** 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).

**3.10.6** You must not allow intentional breeding of any pet(s)/animal(s), this includes selling them for profit.

**3.10.7** You must not keep pigeons at your Property unless you have our Written consent. You must be a member of the Royal Pigeon Racing Association to be granted consent. You are required to provide us with the relevant paperwork to support this request.

**3.10.8** If you or a member of your Household requires a support dog, you must supply us with the relevant paperwork to show this pet(s)/animal(s) is required.

**3.10.9** If you move out of your Property, 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.

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

**3.10.11** You must not look after someone else's pet(s) or animal(s) at the Property without our Written consent.

### **3.11 Vehicles and parking**

**3.11.1** You must not:-

- park any boat, trailer, caravan, motor home, mobility scooter or similar on any part of your Property without our prior Written consent (we will not unreasonably withhold this);
- park any motor Vehicle, boat, trailer, caravan, motor home or similar on any part of your Property unless on a suitably constructed you hard standing, driveway or a garage with direct access from the highway and an appropriate dropped curb entrance;
- park or leave any motor Vehicle on Council land other than in an area set aside for parking
- park any trailer, caravan, boat, motor home, mobility scooter or similar on Council land other than in an area set aside for parking and with our prior Written consent;
- park any Vehicle which is untaxed, un-roadworthy or not insured at your Property or on any other Council-owned land;
- park any Vehicle that exceeds 2000kg unladen weight on your Property or on Council land;
- carry out major repairs to Vehicles on your Property. 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 Property, or in any indoor shared 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 Council land. The Council reserves the right to remove any such Vehicle and recharge you the costs of its removal.

**3.11.2** 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.

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

**3.11.4** 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.

### **3.12 Refuse**

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

**3.12.2** You must ensure that you dispose of all refuse securely, safely and hygienically.

**3.12.3** 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.

- 3.12.4** 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.
- 3.12.5** 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.
- 3.12.6** You must not leave refuse or recycling boxes in enclosed Communal areas except where designated facilities are provided.

### **3.13 Being away from Home**

- 3.13.1** If you leave your Property 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; and
  - ensure the Property will be looked after and kept secure while you are away.

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 the Property.

### **3.14 Insurance**

- 3.14.1** We have a responsibility to insure the structure of the building and any fixtures and fittings that belong to us.
- 3.14.2** We will not be liable for the actions of an independent contractor we instruct where he is negligent or in breach of any duty owed to you. We will ask that all contractors carry adequate insurance to cover third party damage.
- 3.14.3** 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.
- 3.14.4** 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.



## **Section Four**

### **Repairs and improvements**

#### **4.0 Our responsibilities as a Landlord**

##### **4.1 We will keep in repair:**

- the structure and exterior of your Property, 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 Property 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).

##### **4.1.2 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 Property at the start of the Tenancy, nor was later provided by us.

##### **4.1.3 We are not liable for repairs or decorations that were the responsibility of the previous tenant where you have undertaken a mutual exchange.**

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

#### **4.2 Your responsibilities as a tenant**

##### **4.2.1 You are responsible for minor repairs and decorating inside the Property. You must not decorate the outside of your Property unless you have our Written consent.**

##### **4.2.2 Where the Property is either listed or built in a Conservation area, you must not carry out internal decorations before seeking our Written consent.**

##### **4.2.3 Where the Property is newly converted or built you must seek guidance from the Housing Service prior to decorating the Property.**

- 4.2.4** You are responsible for reporting any repairs needed to your Property 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.
- 4.2.5** If you fail to report a repair, you must pay for any damage caused by you failing to tell us.
- 4.2.6** You must not steal or sell any goods from any property, building or grounds owned by us.
- 4.2.7** You are responsible for reducing damp, mould and condensation through ventilation and controlling moisture. If we inspect your Property to resolve damp issues and these are found to be due to lifestyle choices, we may refuse to put them right or recharge you for carrying out any works.
- 4.2.8** You are responsible for carrying out minor repairs to your Property. 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;
  - repairing any equipment, fixtures or fittings left in your Property 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 Property (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 Property 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 Property 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.
- 4.2.9** If you have a chimney flue and it is defective or blocked in any way you must report this to us without delay.
- 4.2.10** 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.
- 4.2.11** You are responsible for repairing or renewing any 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.
- 4.2.12** You are advised to keep a spare key to your Property safe, so that it can be used to gain entry if you lose your keys.

### **4.3 Major repairs and redevelopment**

- 4.3.1** We may require possession of your Property 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.
- 4.3.2** 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.

### **4.4 Gas safety**

- 4.4.1** 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.
- 4.4.2** You must ensure that you have sufficient credit on gas and electric meters to enable the engineer to carry out your annual service.
- 4.4.3** 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.
- 4.4.4** All tenant owned mains/Liquid petroleum Gas (LPG) appliances must be serviced annually at the tenant's own expense. They must supply evidence of this when requested by the Council's servicing engineer.
- 4.4.5** You must obtain Written consent from us if you would like to install any gas appliances at your Property, for example gas fires, Liquid Petroleum Gas (LPG). Any installations must be completed by a qualified gas engineer.
- 4.4.6** You must not use as bedroom accommodation, any room where an open flued gas appliance is installed.

### **4.5 Access to your Property**

- 4.5.1** You must allow us or our Employees 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 the Property or an adjoining Property or in order to comply with our statutory duties, you must allow us or our Employees immediate access to the Property. In these circumstances or if we consider there to be an emergency we will force entry into the Property if necessary.
- 4.5.2** You will reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment.

- 4.5.3** You should ask all callers for official identification before you allow them access to your Property. If in doubt, contact us or the police.
- 4.5.4** Where we have requested access to your Property 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.
- 4.5.5** If no one is at your Property 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 Property 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.
- 4.5.6** 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.

## **4.6 Improvements and alterations**

- 4.6.1** 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.

Secure tenants must not make any Improvements, without our Written consent.

- 4.6.2** If you are an Introductory or Flexible tenant you must not make Improvements, unless there is a health and safety issue and we give prior Written consent, which is at our absolute discretion.
- 4.6.3** **Clauses 4.6.3 to 4.6.10 apply to Introductory, Secure and Flexible tenancies.**
- 4.6.4** You must submit requests to make Improvement **in advance and in writing** and you must support this with diagrams, drawings or plans as appropriate.
- 4.6.5** In respect of any Improvements to your Property, these become part of it and must be left when you vacate unless we agree otherwise.
- 4.6.6** You are responsible for repairing and maintaining all Improvements that you have had installed at your Property.
- 4.6.7** Unless you otherwise agree with us, you must ensure that your Property is returned to the Council's end of Tenancy standard before you vacate.
- 4.6.8** You must prior to carrying out any Improvements check with us to see if there is asbestos at your property. 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.

**4.6.9** You must seek written consent from us if you want to install CCTV at your Property. Where we grant consent due to the tenant experiencing serious anti-social behaviour, following resolution you must ensure that the CCTV is taken down.

**4.6.10** Any works for Improvement we give consent for must be carried out in good and workman like manner.

## **4.7 Solar PV Panel System**

**4.7.1** **Clauses 4.7 to 4.7.21 are express terms of your Tenancy if Solar PV Panels have been installed at your Property.**

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

**4.7.2** We or The Provider will maintain the Solar PV Panel System at your Property.

**4.7.3** During the Feed in Tariff (FIT) Period, the Solar PV Panel System belongs to The Provider and is not part of your Property.

**4.7.4** We or The Provider may connect the Solar PV Panel System into and use the existing electrical system within your Property.

**4.7.5** The Provider is exclusively entitled to the benefit of the FIT.

**4.7.6** Any electricity generated by the Solar PV Panel System may be used by you and we will not charge you for that electricity.

**4.7.7** Any electricity that you do not use will be exported to the national grid for the sole benefit of The Provider.

**4.7.8** 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.

**4.7.9** We or The Provider may at any time alter the Solar PV Panel System or remove it from your Property either permanently or for a period of time.

**4.7.10** 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.

**4.7.11** 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.

**4.7.12** 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 Property;
- us carrying out repairs, works or alterations to your Property;

- 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.

**4.7.13** 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.

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

**4.7.14** We will inform you if the Solar PV Panel System is going to be removed by us or by the Provider.

**4.7.15** We will take reasonable steps to ensure that, subject to clauses **4.7.9 to 4.7.11** above, the Provider keeps the Solar PV Panel System in good repair and working order during the FIT Period.

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

**4.7.16** 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).

**4.7.17** 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.

**4.7.18** You will make sure that no trees or vegetation at your Property grow to overshadow the Solar PV Panel System.

**4.7.19** You will make sure that nothing is constructed or erected at your Property, which overshadows the Solar PV Panel System.

**4.7.20** 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 Property to which the Solar PV Panel System is attached or in which it is contained.

**4.7.21** 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.

## **4.8 Right to compensation**

**4.8.1** 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 1<sup>st</sup> April 1994.

## **4.9 General recharges**

**4.9.1** You must pay for the costs of making good any damage to the Property (including fixtures and fittings) or to other Council property caused by you or anyone instructed by you (including contractors) failing to take reasonable care.

**4.9.2** If you make any unauthorised Improvements you must return your Property to its condition before the 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.

**4.9.3** If, we or any other agency, for example the Police, damage your Property, 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.

# **Section Five**

## **Other tenant rights**

## **5.0 Assignment**

**5.1** If you have a Secure Tenancy or a Flexible 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
- an Assignment to a Person Qualified to Succeed Secure/Flexible Tenancy.

**5.1.2** 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 who is Qualified to Succeed Introductory tenancy.

## **5.2 Succession for Secure and Flexible Tenancies only**

**5.2.1** If you have a Secure or Flexible Tenancy on your death a person may succeed to the Tenancy if they are a Person Qualified to Succeed Secure/Flexible Tenancy.

## **5.2.2 Succession for Introductory Tenancies only**

**5.2.3** If you have an Introductory Tenancy on your death a person may succeed to the Tenancy if they are a Person Qualified to Succeed Introductory Tenancy.

## **5.2.4 Clauses 5.2.4 to 5.2.11 apply to Introductory, Secure and Flexible Tenancies.**

**5.2.5** If you have a Joint Tenancy and you die, the Tenancy will pass to the other Joint tenant and this will count as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving wife or husband).

**5.2.6** 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.

**5.2.7** A successor is not liable for any rent arrears owed by you as 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.

**5.2.8** 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.

**5.2.9** If there is no right to succession, the surviving person will receive guidance relating to their housing options.

**5.2.10** If you pass away and your Tenancy does not automatically pass to a person qualified by law to succeed to your Tenancy. If you have a will, the executors or administrators of the estate can end your Tenancy, but must serve a minimum of four weeks' notice on us or surrender the Tenancy to give it up (if agreed by us).

**5.2.11** A Tenancy does not automatically end when you die. If you have not left a will, we will end your Tenancy by serving notice on the Public Trustee. Rent will remain payable until the tenancy ends.

## **5.3 Right to buy**

**5.3.1** Secure and Flexible tenants have the right to apply to buy their Property, subject to conditions. Certain properties, such as Housing for Older people or adapted properties may be exempt.

**5.3.2** You do not have the right to apply to buy your Property if you have an Introductory Tenancy. Time spent under an Introductory Tenancy may be included in the qualifying period for your Right to Buy.



## Section Six

### Ending Your Tenancy

#### 6.0 Ending the Tenancy

#### 6.1 Clauses 6.0 to 6.1.3 apply to Introductory and Secure Tenancies only

**6.1.2** You must give us **at least** four weeks' written notice to quit 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.

**6.1.3** If you are Joint tenants, any one of you can end the Tenancy by giving four weeks' written notice to quit.

#### 6.1.4 Clauses 6.1.4 to 6.1.13 apply to Introductory, Secure and Flexible Tenancies.

**6.1.5** If you or someone acting on your behalf fails to return all the keys to your Property after the Tenancy ends, we will recharge you for changing any locks, obtaining new keys and for any loss due to extending the void period.

**6.1.6** 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.

**6.1.7** If you do not give the correct notice you will continue to be responsible for the rent and any other charges.

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

**6.1.9** We are not responsible for any item that you, members of your Household, or Visitors leave at your Property at the end of your Tenancy. We will sell or dispose of anything that is left. By signing this agreement you agree that if any items are left we can dispose of them in a way we think is appropriate.

**6.1.10** We do not have to return your belongings or give you any money we gain from selling any items left in the Property. If the belongings you left in your Property were not yours and we sell or dispose of them, you will be responsible for the cost of replacing them and also compensating the owner if required.

**6.1.11** In the event of your death where no succession rights exist, if you have a will, your executor or personal representative must notify us in writing and terminate the Tenancy. The Tenancy will continue until either we receive notice or we serve notice and failure to terminate may incur further costs against your estate, for example rent charges. If you have no will and where no succession rights exist, we will end the Tenancy by serving notice on the Public Trustee.

**6.1.12** Your Property may be advertised on Devon Home Choice before you vacate.

**6.1.13** We have a responsibility to carry out safety checks and routine repairs before re-letting a Property. Therefore if you are moving from your Property you must let us have access to carry out a 'pre-vacation' inspection before you vacate to carry out minor repairs and to show prospective tenants around your Property.

**6.1.14 Clauses 6.1.14 to 6.1.26 apply to Flexible Tenancies only**

**6.1.15** A Flexible tenant can serve a Notice of Termination to terminate the Flexible Tenancy provided that on the date specified in the notice there are no arrears of rent, and the tenant is not otherwise in breach of a term of the Tenancy. All Joint tenants must sign the Notice of Termination otherwise it will be ineffective.

**6.1.16** The Tenancy will terminate on the date specified in the notice only if on that date:

- no arrears of rent are payable under the Tenancy; and
- the tenant is not otherwise in breach of a term of the Tenancy.

**6.1.17 The Council ending the Flexible Tenancy at the end of the Fixed Term**

**6.1.18** Not less than six months before the end of the Flexible Tenancy, we will consider whether we should grant you a new Tenancy. We will arrange to visit you at your Property to review your Tenancy. If you fail to attend a review appointment and do not arrange another appointment or fail to supply us with the relevant information to enable us to make a decision about the ending of the fixed term of Tenancy, we will proceed to serve you the relevant notices to end your Tenancy.

**6.1.19** If we do decide not to grant a new Tenancy we will give you six months' notice of this before the end of the Flexible Tenancy. We will notify you of the reasons for that decision and inform you about your rights to request a review within twenty one days of notification. If you do not request a review in time or the original decision is confirmed, we will serve a final notice on you advising that it is our intention to seek possession of your Property when the Flexible term ends. We will pursue a Possession Order if required.

**6.1.20 Ending the Tenancy during the Fixed Term of a Flexible Tenancy: Forfeiture**

**6.1.21** We may forfeit the Flexible Tenancy in any of the following circumstances:

- if any rent or any charge, is unpaid for seven days after it became due, whether formally demanded or not;
- if there has been a breach of any of your other obligations in this agreement or any of those obligations have not been performed;
- in any of the circumstances amounting to grounds for possession set out in the Housing Act 1985 as may be amended from time to time;
- if you cease to occupy our Property as your only or principal Home.

**6.1.22** You shall be liable to pay for any legal and/or other professional costs incurred by us in preparing and serving any notice on you in contemplation of forfeiting this agreement.

### **6.1.23 Ending the Tenancy during the Fixed Term: Break Notice**

**6.1.24** We may serve a Break Notice on you at least twenty eight days before the Break date in any of the following circumstances:

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

**6.1.25** The Break Notice shall be in writing and for the purpose of this clause, writing does not include facsimile transmission or e-mail.

**6.1.26** The Flexible Tenancy shall terminate on the Break date specified in the Break Notice.

## **6.2 Retraction of notice**

**6.2.1** If you serve a Notice to Quit (for Introductory and Secure Tenancies) or a Notice of Termination (for Flexible Tenancies) on us to end your Tenancy and then change your mind, the notice cannot be retracted by you. However both you and we 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 further advice. We therefore, advise you to think carefully about serving notice to end your Tenancy.

## **6.3 Transfers**

**6.3.1** You have the right to request a transfer to alternative accommodation under certain conditions. We will not normally allow you to transfer to another Property owned by us if:

- you are in 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'; or
- your Tenancy has been Demoted.

## **6.4 Moving out**

**6.4.1** When you vacate your Property, 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 your Property unless previously agreed by us. If you leave any items at your Property we reserve the right to dispose of these and recharge you for this service;
- remove all rubbish from both inside and outside your Property, including the storage areas, lofts and Gardens;
- leave your Property in a clean and tidy condition (if we have to carry out any further cleaning to your 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 your Property;
- ensure that any member of your Household or Visitor vacates your Property at the same time as you;
- ensure that no pet(s)/animal(s) remain at your Property; and
- take steps to ensure that your Property is free from vermin or insect infestation.

**6.4.2** Introductory and Secure tenants 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.

**6.4.3** Flexible tenants 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, on the termination date specified in the Notice**. 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.

## Section Seven

### General information

#### **7.0 Personal information**

**7.1** This agreement records information such as your name, national insurance number, Household details, the date you become a tenant and the rent and charges due for your Property.

**7.1.2** When you sign for your new Property, we will take a photograph of you. A copy of your photograph will be either kept on your housing file and/or in a photographic database that is held by the Council.

**7.1.3** By signing this Tenancy agreement, you agree to provide us with details of your Household's income when requested to enable us to carry out our housing management functions.

## **7.2 Making contact**

- 7.2.1** 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 cost effective and appropriate. This may be in the form of letter, email, text messaging, telephone or face to face.

## **7.3 Household changes**

- 7.3.1** You must notify of us of any permanent changes to your Household.

## **7.4 Court Orders**

- 7.4.1** 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

## **7.5 National Fraud Initiative**

- 7.5.1** We are required under Section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data matching exercise. The data held by us will be used for cross-system and cross authority comparison for the prevention and detection of fraud.

## **7.6 Tenancy Fraud**

- 7.6.1** 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.

## **7.7 Consultation and information**

- 7.7.1** 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.

### **7.7.2 Clauses 7.7.2 to 7.7.5 apply to Introductory, Secure and Flexible tenancies.**

- 7.7.3** You have the right to be consulted over any major changes in housing management, maintenance and Improvement works affecting your Property and your Tenancy. We will consider your views, including carrying out any statutory consultation, before putting the changes into effect.

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

- 7.7.5** You have the right to information from us about the terms of this Tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation transfers and our performance as a Landlord.

## **7.8 Changes to Flexible Tenancy terms**

**7.8.1** The Council can change the terms of the Flexible Tenancy after giving twenty eight days notice.

## **7.9 Data Protection**

**7.9.1** We will process personal information in connection with your Tenancy in accordance with the Data Protection Act 1998.

**7.9.2** 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. Charges may apply for copies of any documents.

**7.9.3** 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.

**7.9.4** We will follow the terms of the Data Protection Act 1998 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.

## **7.10 Contract rights for third parties**

**7.10.1** 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.

## **7.11 Customer service and complaints**

**7.11.1** 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](http://www.middevon.gov.uk) or phone 01884 255255.

**7.11.2** 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](http://www.middevon.gov.uk) or phone 01884 255255.

## **7.12 Changes in the law**

**7.12.1** 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.

## 7.13 Serving notice

7.13.1 Any notice that we need to serve on you under the terms of this Agreement or as required by law will be validly served if it is:

- handed to you or anyone at your Property;
- left at your Property;
- fixed to your front door or another prominent part of your Property;
- sent by first or second class post to your Property; or
- left at or sent by first or second class post to your last known address

7.13.2 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: **Housing Services, Mid Devon District Council, Phoenix House, Phoenix Lane, Tiverton, Devon EX16 6PP**

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

## Section Eight 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(s)**

**National Insurance number**

1		
2		
3		
4		

**Household members**

The people who will live in the Property 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?

If Yes, is the Garden for sole or shared use



This Tenancy is an:

**Introductory Tenancy**

**Secure Tenancy**

**Flexible Tenancy for fixed term of 2 years**

**Flexible Tenancy for a fixed term of 5 years**

Your Tenancy starts on

You will become a Secure tenant on  
unless we take action to extend  
or end your Introductory Tenancy

You will become a Flexible tenant on  
unless we take action to extend  
or end your Introductory Tenancy

and this will end on

You must pay us the following **every week on time**.

<b>Charge</b>	<b>Amount</b>	<b>Frequency</b>
Rent		Every week
Service charge		Every week
Alarm charge		Every week
Other		Every week
Other		Every week
<b>Total</b>		Every week

**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 Property if I/we fail to comply with the terms and conditions of this Tenancy agreement.

**Flexible Tenancy only** - I/we acknowledge that before the Tenancy was granted I/we was/were served with a notice stating the Tenancy would be a Flexible Tenancy.

**Signatures**

**Tenant(s)**

**Signed**  **Date**

**Print name**

**Signed**  **Date**

**Print name**

**Signed**  **Date**

**Print name**

**Signed**  **Date**

**Print name**

**Signature on behalf of Mid Devon District Council, the Landlord**

**Signed**  **Date**

**Print name**

**Payments you owe from a previous Council Tenancy**

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

**Address**

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**

**Signed**  **Date**

**Print name**

**Signed**  **Date**

**Print name**

**Signature on behalf of Mid Devon District Council, the Landlord**

**Signed**  **Date**

**Print name**

## Definitions and express terms

An explanation of the wording we have used in this agreement can be found below.

<b>Definition:</b>	<b>Meaning:</b>
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
Break date	The date stated in the Break Notice on which a Flexible Tenancy shall terminate
Break Notice	A notice to terminate a Flexible Tenancy lease
Central FIT Register	Means the register kept and maintained by OFGEM
Communal area	Any part of the building and Communal land that all tenants share or can use including stairs, landings, paved areas, shared Gardens and parking areas
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 Secure or Flexible Tenancy, which has rights reduced to those of an Introductory Tenancy because of a Court Order. Under certain circumstances, we may apply to court to have a Secure or Flexible Tenancy 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	A Court Order transferring the Tenancy under: (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 installation standards and has been entered into the Central FIT Register by OFGEM
Flexible Tenancy	A Tenancy under section 107A of the Housing Act 1985. A Flexible Tenancy is a Secure Tenancy that lasts for a fixed period of time
Garden	Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences
Household	All those living at the Property, 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 which the trial period maybe extended.
Joint Tenancy	A tenancy granted to two or more (up to a maximum of four) people. East 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
Landlord, Council, we, Us, us Our or 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 Property that includes the road, street or estate where your Property 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
Neighbours	<ul style="list-style-type: none"> <li>Everyone living in the local area , including people who own their own homes and other tenants</li> </ul>
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 four weeks' notice
Notice of Termination	<p>Notice of Termination of a Flexible Tenancy by tenant all Joint tenants must give notice for it to be effective</p> <p>Unless the Council agrees otherwise in writing the notice must be in writing stating that the Tenancy will be terminated on a date specified in the notice and this date must be after the end of the period of four weeks beginning with the date on which the notice is served</p> <p>The notice of Termination will not be effective to end the Tenancy if there are arrears of rent or the tenant is in breach of a term of the Tenancy</p>
OFGEM	Means the 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 Tenancy	<p>A person who:</p> <ul style="list-style-type: none"> <li>is qualified to succeed to the Introductory Tenancy on the death of the tenant</li> </ul>
Person Qualified to Succeed Secure/Flexible Tenancy	<p>A person who:</p> <ul style="list-style-type: none"> <li>is qualified to succeed to the Introductory Tenancy on the death of the tenant</li> </ul>
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
Subletting	When someone pays you rent to live in your Property and have exclusive rights to part of 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 or Your	You as the tenant of us and in the case of joint tenants any one or all of the joint tenants

## Rights of tenants

Legal rights of tenants	Introductory Tenants	Secure Tenants	Flexible Tenants	Demoted tenants
Right to succession of spouse/civil Partner/Partner	Yes	Yes	Yes	Yes
Right to succession	Yes, in certain cases	Yes, in certain cases	No	Yes, in certain cases
Right to Assign	Yes, in certain cases	Yes	Yes	Yes, in certain cases
Right to take in Lodgers	No	Yes	Yes	No
Right to sub-let part of your Property	No	Yes	Yes	No
Right to Mutual Exchange	No	Yes	Yes	No
Right to Buy	No	Yes, in most cases	Yes, in most cases	No
Right to Repair	Yes	Yes	Yes	Yes
Right to improve (with Written consent)	No	Yes	No	No
Right to improve on discretionary grounds for health and safety purposes (with Written consent)	Yes	Yes	Yes	Yes
Right to compensation for Improvements to your Property	Yes, in certain cases	Yes	No	No
Right to information	Yes	Yes	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes	Yes	Yes
Right to vote prior to transfer to new Landlord	No	Yes	Yes	No