

Shropshire Council Tenancy Agreement and Conditions

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THE AGREEMENT

1. By signing this agreement, you are agreeing to become our tenant, and to abide with the terms and conditions of the tenancy.
2. All Introductory Tenancies are for a twelve-month trial period with a statutory option to extend them for a further six months if we have specified concerns about the conduct of the tenancy.
3. Whether the Introductory Tenancy will become a Secure tenancy at the end of the introductory period is determined in accordance with the Tenancy Policy.
4. If there is no extension and no possession proceedings in progress at the end of the introductory period, the tenancy will automatically become a Secure tenancy. The types of tenancy you are being offered are set out in the box below and are explained in more detail in the Tenant Handbook.
5. Secure Tenancies have no fixed term and are sometimes known as lifetime tenancies.
6. If more than one person is named below, this is a joint tenancy and each person has the full responsibilities and rights set out in the Terms and Conditions.

The Property		
Address		
Postcode		
Property Type:		
Property Size:		
Maximum number of occupants:		
Adaptations		
Special features		
The Tenancy		
Tenancy Start Date		
Tenancy type		
Introductory Period		
Tenancy type at the end of the introductory period		
Name	Date of Birth	National Insurance Number
Former Tenancy Address		
From		
To		
Outstanding amount	£0.00	
Payments		
Weekly Net Rent:	£0.00	
Weekly Service Charge: <i>Please refer to Service Charge Schedule for breakdown</i>	£0.00	
Total Weekly Rent:		

Other Charges:	£0.00
Former Tenancy Arrears	£0.00
Gardening Scheme	£0.00
Total Weekly CHARGE (made up of rent, service charge and other charges added together)	£0.00

DRAFT

7. Your landlord is Shropshire Council. You can serve any notices (including notices in legal proceedings) on us at the address set out below. This is our notice to you of our address as required by section 48(1) of the Landlord and Tenant Act 1987.

**Shropshire Council
Guildhall
Frankwell Quay
Shrewsbury
SY3 8HQ**

8. The landlord's managing agent is Shropshire Towns and Rural Housing Limited ("STAR Housing"), Ptarmigan House, Shrewsbury Business Park, Sitka Drive, Shrewsbury, SY2 6LG. STAR Housing are an Arm's Length Management Organisation ("ALMO" or "Managing Agent"). This is based on agreement with Shropshire Council to manage the homes, tenancies and neighbourhoods of the Council houses, flats, bungalows and garages. The role of the ALMO or Managing Agent includes collecting rent, ordering repairs and making improvements to all housing. Shropshire Council still owns all the homes.
9. Please read this agreement carefully before accepting the tenancy. You are entering into a legal contract with us. If you need help to understand your Tenancy Agreement or any of the Terms or Conditions below, you must contact us as soon as possible or get advice from a solicitor or the Citizens Advice Service. Details of who to contact and how are in your Tenant Handbook.
10. When the agreement has been signed, the conditions become binding on you as tenant(s) and the Council as landlord. You may lose your home if you do not keep to the conditions and you should notify the Council or our managing agent if you feel we have failed to meet our obligations.
11. For data protection purposes, you agree that we may process personal information, which you have provided or has been provided by third parties, to perform the functions of managing your tenancy and the provision of general housing and support needs. Any processing will be undertaken in accordance with the provisions of the General Data Protection Regulations 2018 and any other relevant legislation and regulation and in accordance with our policies on disclosure or information and confidentiality. By entering into this tenancy agreement, you consent to such processing.
12. Any legal notice or other communication arising from this Agreement will be validly served on you if served on you either by hand; by hand delivery to your property; by post at the property or your last known address or by any other valid means. It will be deemed that you have received all letters and notices the same day if we delivered them by hand; the second working day after posting if sent by first class post; or the third day if sent by second class post.

13. You agree that, to the best of your knowledge, the information you have provided to us, in agreeing to the terms of this tenancy, is true. You must not carry out or commit any fraud related to your occupation of the property. Housing fraud can result in both criminal prosecution and civil financial penalties.

Signed (Tenant 1)		Date	
Signed (Tenant 2)		Date	
Signed on behalf of Shropshire Council			
Name:		Date:	
Signature		Position	

THE TENANCY TERMS AND CONDITIONS

1. SECTION 1: GENERAL

1.1. Your Home

- 1.1.1. Your home includes the house or flat, any fixtures and fittings that we provide and any garden, paths, hedges, outbuildings, garage and fences within the boundaries of your home.
- 1.1.2. Your home does not include common entrances, halls, stairways, landings and other areas (including communal gardens and yards) that are used by you and by our other tenants or other occupants of neighbouring properties (called “shared areas” in this agreement).

1.2. Notices

- 1.2.1. For the purpose of section 48 of the Landlord and Tenant Act 1987, our address for the service of notices including notices in connection with legal proceedings is the address given in section 1 of this agreement or any other address that we provide to you for this purpose.
- 1.2.2. Any legal notice or any other communication arising from this agreement or relating to your tenancy will be validly served on you if posted or delivered to your home or fixed to the main door of your home whether or not you are still living there.
- 1.2.3. Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy and you and/or we may vary or end this Tenancy without being required to obtain the consent of any other person.

2. SECTION 2: RENT

2.1. Your Duty to Pay Your Rent

- 2.1.1. You must pay the total weekly charge (made up of rent, service charge, and other charges added together) listed in this Tenancy Agreement, a week in advance, every Monday
- 2.1.2. Payment must be made in advance of the rent being due.
- 2.1.3. If your tenancy starts on a day other than a Monday, your first payment must include the rent due for that part of the week together with one week’s rent in advance.

- 2.1.4. You will pay any rent arrears owing on another Shropshire Council Property, as set out at the start of this Tenancy Agreement above, in weekly instalments.
- 2.1.5. Each joint tenant has a responsibility to pay in full the rent and all other charges listed in the Agreement above.
- 2.1.6. If your Property is in supported accommodation with a community alarm and/or intensive housing management service, it is a condition of your tenancy that you pay for the services you receive.
- 2.1.7. If you live in general purpose housing and currently, or at any point during your tenancy, you receive an intensive housing management service, it is a condition of your tenancy that you pay for the services you receive.
- 2.1.8. If neither you nor any other member of your household can maintain and cultivate your garden in accordance with your obligations under this tenancy agreement, below and you have opted into the Gardening Scheme, we will carry out the work required on your behalf. The cost of being in the Gardening Scheme will be reflected in the payment schedule in the Tenancy Agreement above.

2.2. Our Duties Relating to Your Rent

- 2.2.1. We will retain on your rent account an amount of credit equivalent to four weeks' rent which will be refunded at the end of the tenancy. Any additional credit will be refunded to you upon request.
- 2.2.2. We may change your rent at any time. We will tell you of any change in rent before the change, but we reserve the right to change your rent even if you do not receive this notice. We will give you at least four weeks' written notice of any increase or decrease in the rent payable.
- 2.2.3. Changes in rent or other charges will normally happen annually in April, but this may not always be the case. Rents are set in accordance with the legislation and the regulatory framework which apply at the time of the change.
- 2.2.4. Service Charges are calculated on a fixed basis. We may add to, increase, decrease, remove, reduce or vary the Services and/or Other Charges that are provided to you. The New Services and/or Other Charges shall not take effect until at least 4 weeks after the notice of variation is sent.

3. SECTION 3: YOUR RIGHTS

3.1. Right to Occupy

- 3.1.1. You have the right to occupy your home without interruption or interference from us during this tenancy (except for the obligation to give access to us and our contractors as set out below) as long as you comply with the terms of this agreement.
- 3.1.2. You have security of tenure only so long as you occupy your home as your only or principal home. If you stop living in your home as your only or principal home, you will lose security of tenure and this tenancy will no longer be secure. If this happens, we can give four weeks' notice in writing to end the tenancy. If, at the expiry of the notice, your home is occupied, we will still need a possession order from the County Court.

3.2. Succession

- 3.2.1. Succession is where a tenant dies and their partner or relative takes over the tenancy. When you die, your tenancy may pass to your partner or a relative who has lived with you continuously for the 12 months before your death. The property must be their main home at the time of your death.
- 3.2.2. If you, yourself, are a successor (for instance, because you have succeeded on the death of a previous tenant) then your partner and relatives will not have the right of succession.
- 3.2.3. If your tenancy passes to a relative or your partner when you die, and the property is larger than their needs, or has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask them to move to another suitable property. We will take steps to find alternative accommodation. However, if they are unwilling to move and it is reasonable in the circumstances, we may seek a court order to gain possession of the property.
- 3.2.4. In certain circumstances you may also have the right to assign your tenancy to someone who qualifies as a successor. You are advised to seek legal advice before proposing to assign your tenancy. You must complete any repairs for which you are responsible before assigning your tenancy.

3.3. Occupation, Lodgers, Sub-letting and Right to Buy

- 3.3.1. Lodgers can live with you provided it does not cause overcrowding or exceed the maximum number of occupants set out in the Tenancy Agreement above.

- 3.3.2. Secure Tenants can sub-let part of their home with our written consent. It is a criminal offence to sublet the whole of the property.
- 3.3.3. Introductory Tenants can only assign their tenancy in accordance with a Family Court order under the legislation which applies at the time the order is made.
- 3.3.4. Secure tenants can assign their tenancy:
- By exchanging tenancies, with our written consent, in accordance with the legislation and regulatory provisions which apply at the time of the application and with certain conditions which we will inform you of if consent is given
 - In accordance with a Family Court order under the legislation which applies at the time the order is made
 - To someone who would be eligible to succeed to the tenancy under the legislation and regulatory provisions that apply at the time of the application
- 3.3.5. Secure Tenants have the Right to Buy their home except for supported housing or properties that are deemed, by us or our Managing Agent, to be substantially adapted which are excluded from the Right to Buy. Time as an Introductory Tenant will count toward the qualifying period and eligibility for discount for the Right to Buy.

3.4. Improvements and Alterations

- 3.4.1. Secure Tenants only have the **right to carry out alterations or improvements** to their home, with our express written consent. All improvements must be done to our satisfaction. You may be asked to remove, at your own expense, any structures you have added, and make good the fabric of the building. Alternatively, if we do not request removal, any alterations will fall under our ownership at the end of the tenancy.

3.5. Policies, Legislation and Personal Information

- 3.5.1. You have the right to see our policies and those of our managing agents and contractors.
- 3.5.2. You have the right to see certain personal information relating to your tenancy or housing application. The main rights that you have (which may be limited in the case of special categories of data) are to see the contents of electronic and manual files; have a copy of the file or parts of it if you pay a charge; and ask for any information that is not accurate or not needed in the file to be corrected or removed.

4. SECTION 4: YOUR DUTIES AND RESPONSIBILITIES

4.1. Use and Occupation of Your Home

- 4.1.1. You must occupy the property as your only or principal home. We will take steps to serve the required notice and recover possession of the property where we do not believe you are living there. You must inform us immediately if you know that you will be away from the property for more than four consecutive weeks.
- 4.1.2. You must move into the property by the tenancy start date in the agreement above. If you do not you may not be able to claim support with your housing costs.
- 4.1.3. If we have evidence that you have not moved into your property or that you have moved out without telling us, we may, for safety reasons, tell the electricity, gas and water services that we believe your property is empty.
- 4.1.4. You are responsible for insuring your contents against deliberate, malicious, criminal or accidental damage.
- 4.1.5. You are responsible for ensuring the number of people living in the property does not either exceed the maximum number of occupants set out in this Agreement or result in statutory overcrowding.
- 4.1.6. You must supply us with details of any person who is living with you in the property and immediately upon any change to such details. You must also inform us and our Managing Agent immediately upon the death of any person who has a right to reside with you at the property.
- 4.1.7. The Council or its Managing Agent may conduct tenancy audits of the property. If requested, you must provide proof of your identity and anyone living with you.
- 4.1.8. You must only use the property as a private dwelling house. You must not run a business from the property without our written consent. For this purpose, businesses include but are not limited to:
 - A vehicle maintenance business
 - A printing business
 - Any business where you must use hydraulic equipment, industrial machinery or chemicals
 - A shop or wholesale business where customers would have to visit your property
 - Any business that would mean business vehicles would be parked at your property or in the area near your property. For example, if you wanted to run a vehicle-hire company, delivery business or taxi business
 - An animal breeding business
 - A haulage or lorry business
- 4.1.9. If the property has a door entry system you must use it properly and must not prop or allow doors to be propped open. You will be recharged for the cost of any replacement keys or key fobs for door entry systems.

4.2. Overcrowding

- 4.2.1. You will not allow more than the permitted number of occupants (which is given in the “Maximum Number of Occupants” section, above) to live in your home, without our prior written permission.

4.3. Access

- 4.3.1. You must allow us, our Managing Agents and contractors reasonable access to your property to inspect the condition of the property and to carry out general repairs and improvements. This includes inspections and servicing of the gas and electrical supply, gas appliances, solid fuel and other forms of heating systems, asbestos safety checks, fire safety checks, treatment for pest or vermin infestation or to carry out repairs.
- 4.3.2. We will normally give you at least 24 hours’ notice if access is required, but you will give immediate access in an emergency. If you do not give immediate access or you are not at home in an emergency, we may enter your home.
- 4.3.3. You will allow us to show prospective new tenants around your home if you have given us notice to terminate your tenancy. If we want to do this, we will give you at least 48 hours’ notice.
- 4.3.4. You must ensure safe access for us, our Managing Agent or our contractors in order to inspect, carry out repairs, gain access to roofs and loft spaces or for any other reason including the annual gas safety inspection.
- 4.3.5. You must not allow an accumulation of personal property to prevent or obstruct any inspection, repairs or access to the property.
- 4.3.6. Should we require the property to be empty for works, repairs or improvements to be carried out you must, on reasonable notice, move to suitable temporary accommodation for the duration of the works, repairs or improvements. You must leave the temporary accommodation and return to the property on completion of the works, repairs or improvements.

4.4. Repairs, Maintenance and Alterations

- 4.4.1. You must have due regard for ensuring reasonable condition of the Property and in your use of common areas, your neighbourhood and neighbours. This responsibility applies to you, members of your household and any other person living in or visiting the property including children.

- 4.4.2. You are responsible for repairs which would not have been necessary if you had given us notice about another repair. You are responsible for repairs which either would not have been necessary at all or would not have been so extensive.
- 4.4.3. You are responsible for repairing and maintaining all improvements and fixtures and fittings made or fitted by you in and around the property, for example, kitchens, bathrooms, sheds and outbuildings.
- 4.4.4. You will carry out any repairs to your home that are not our responsibility (in the event that we are required to carry out such repairs, they will be recharged to you). This includes:
- Replacing or repairing any fixtures or fittings (such as locks and keys, hinges, glass in doors and windows, baths, toilets, sinks and basins) which require attention due to misuse by you or members of your household or visitors to your home;
 - Repairing and, if necessary renewing, gate catches, fireplace tiles and locks;
 - Maintaining in a good state of repair any fixtures and fittings that you install in your home (including fires, cookers and electrical appliances);
 - Maintaining in a good state of repair all toilet seats;
 - Maintaining internal doors
 - Surface damage to internal plasterwork
 - Pelnets, curtain and picture rails
 - Gate and shed latches, bolts and catches
 - Lagging and other insulation material
 - broken or cracked glass in any internal door or window.
- 4.4.5. You are responsible for carrying out the following activities:
- Pest control.
 - Bleeding radiators
 - Cleaning and removing limescale from baths, sinks, basins and showerheads
 - Lubricating hinges and locks
 - Adjusting doors when you have new carpets fitted.
 - Decorating the inside of your home and keeping it in a reasonable state of decoration;
 - Keeping all baths, sinks and cisterns, sanitary fittings and drains clean and unblocked;
 - Renewing sealant, tap washers, chains and plugs for sinks, baths and basins;
 - Replacing light bulbs, starters in fluorescent lights, batteries and fuses;

- 4.4.6. You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property.
- 4.4.7. You must make sure that there is always adequate ventilation and heating within the property to avoid condensation building up within the property and causing damage. You must follow any advice given by us, our managing agents or contractors to prevent condensation.
- 4.4.8. You must not lay floor coverings or mats or place decorative items or materials on communal landings or common areas.
- 4.4.9. You are responsible for keeping any common areas clean, tidy and clear of all items. We may remove any items left in the common areas and recharge you the cost of storing or disposing of the item.
- 4.4.10. If you do not maintain the inside and outside of the property, including gardens, hedges, trees and boundaries, to a reasonable condition, we may require you to make good the condition of the property or we or our Managing Agents may carry out the work required and charge you the costs of the work.

4.5. Telling us About Repairs

- 4.5.1. You must inform the us or our Managing Agent of any defects to the property that are our responsibility as soon as you become aware of them including defects to common areas.
- 4.5.2. We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us. This applies to your home and to communal areas.

4.6. Damage

- 4.6.1. You will not cause any damage to your home. If damage is caused in any way, then you will be responsible for making good the damage. This does not include fair wear and tear. If you do not repair the damage for which you are responsible, we can carry out the work and recharge you for the cost of the work.
- 4.6.2. You must keep the Property, outbuildings and garden, including any trees and hedges, in a reasonable condition.
- 4.6.3. You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in the property or people visiting the property.

4.6.4. You must take all reasonable precautions to protect the property from fire which includes but is not limited to:

- Ensuring that all means of escape from the property are kept free from obstruction
- Ensuring that any fire or smoke detection equipment installed in the property is working correctly. This means that you must test the fire or smoke alarms regularly. If a fire or smoke alarm fitted by us is not working correctly, you must notify us as soon as you become aware it is not working; and
- Ensuring you do not do anything that in our opinion reduces fire safety at the property, or in any communal areas. This includes but is not limited to removing or damaging any fire detection devices or removing, altering or damaging any structures that provide fire separations (such as doors and walls)

4.6.5. You must not allow an accumulation of personal property to cause structural damage to the property.

4.7. Alterations

4.7.1. You must not alter the boundary of the property without our permission. This includes altering or erecting any fence, hedge or boundary wall.

4.7.2. If alterations are made to the property without permission or are not carried out to a reasonable standard, we may require you to make good the condition of the property or we, or our Managing Agents will carry out the work required and charge you for the costs of the work.

4.8. Anti-Social Behaviour and Violence

4.8.1. You are responsible for your own behaviour, the behaviour of members of your household including your children; and anyone living in or visiting the property including behaviour in shared common areas.

4.8.2. You or any person living in or visiting the property must not do anything that causes or is likely to cause a nuisance or annoyance to a neighbour or a person living, working in or visiting the local area. This includes people living in the locality of your home, street or estate regardless of whether they are Council or private tenants or owner occupiers.

4.8.3. You or any person living in or visiting the property must not harass or threaten to harass or use or threaten to use violence or intimidate a person in the local area because of their race, colour, ethnic origin, nationality, age, sexuality, religion, gender, illness or disability or any

other protected characteristic. Examples of harassment include, but are not limited to:

- Violence or threats of violence;
- Abusive or insulting words or behaviour;
- Stalking;
- Damage or threats of damage to property belonging to another person, including damage to any part of a person's home or to our offices;
- Writing threatening, abusive or insulting communications, including over social media, or graffiti;
- Making untrue allegations.

- 4.8.4. You or any person living in or visiting the property must not use or threaten to use violence towards any person living in the property.
- 4.8.5. You or any person living in or visiting the property must not use violence, threats or intimidation towards any partner or anyone living in or visiting the property to try to remove them from the tenancy or cause them to leave. This includes but is not limited to emotional and financial abuse and coercive control.
- 4.8.6. You or any person living in or visiting the property must not use or threaten to use violence towards any person living in the locality of your home, street or estate regardless of whether they are Council or private tenants or owner occupiers.
- 4.8.7. You or any person living in or visiting the property must not use the property for any criminal, immoral or illegal purpose, which includes storing or handling stolen goods.
- 4.8.8. You or any person living in or visiting the property must not harass or threaten to harass or intimidate or use or threaten violence verbally or physically towards our employees, councillors, anyone contracted to do work for the Council, our managing agents, our contractors or tenant representatives. This includes but is not limited to contact by email, social media and letter.
- 4.8.9. You or any person living in or visiting the property must not create a health and safety risk.
- 4.8.10. You or any person living in or visiting the property must not damage any of our property or possessions or those of any of our tenants; your neighbours or any member of their household or visitors

4.9. Anti-Social Behaviour and Drugs

- 4.9.1. You, or any person living in or visiting the property, must not, either in your property or in the area near your property, use, possess, produce, or supply any drugs or substances that are illegal under the Misuse of Drugs Act 1971 or under any other or subsequent part of the criminal law.
- 4.9.2. In particular you must not:
- Cultivate and/or prepare any of these drugs;
 - Supply any of these drugs to another person;
 - Offer to supply any of these drugs to another person;
 - Possess any of these drugs with the intention of supplying them to another person;
 - Alter your home in such a way as to enable it to be used for supplying drugs to other persons.

4.10. Pets and Animals

- 4.10.1. Pets and animals may only be kept in the property with our prior written consent and permission. You are responsible for requesting such permission. Such permission can be withdrawn at any time.
- 4.10.2. You cannot keep at or bring into your home or any shared area:
- A dangerous wild animal (as defined by the Dangerous Wild Animals Act 1976); or
 - A dangerous dog, including types defined as such by the Dangerous Dogs Act 1991.
- 4.10.3. You, or any person living in the property may only keep domestic pets if they do not cause a nuisance or annoyance to anyone living, working or visiting the locality or do not cause any damage to the property. We may ask you to remove any pet if it causes nuisance or annoyance or damage to the property. You must provide details of any pets you have in the property.
- 4.10.4. You, or any person living in the property, must not keep dogs in flats with shared communal areas unless they are assistance dogs in accordance with the legislation which applies at the time of the tenancy.
- 4.10.5. You, or any person living in the property, must not breed any animals from your property as a business.
- 4.10.6. You, or any person living in the property, must not keep in or around the property any dangerous, offensive, harmful or inflammable materials except those that can reasonably be put to domestic use.

4.11. Shared Areas

- 4.11.1. You must keep any shared areas (especially fire exits) tidy and completely free from obstruction or rubbish. Where there are shared areas, and a cleaning service is not provided, you must keep them clean. This is the joint responsibility of you and the other tenants who use the shared areas.
- 4.11.2. You must not put, leave or store any item in any shared area. If you do, we can remove it and dispose of it without warning.
- 4.11.3. If there is a separate electricity supply for shared areas, you must not use electricity from that supply.
- 4.11.4. You must not use any shared area for the storage, repair, dismantling or maintenance of any bicycle, vehicle (including a mobility scooter), motorcycle, caravan, boat or trailer without our prior written consent. This consent may be withdrawn at any time.
- 4.11.5. If your home is a flat, you must not obstruct or keep or store anything in the hallways, staircases or landings. You must not put anything belonging to you in a shared area or alter anything in a shared area (including fixtures).

4.12. Refuse and Dangerous Materials

- 4.12.1. You are responsible for keeping your home in a safe condition and free from hazards.
- 4.12.2. You must not do, or allow, any act which may endanger your home or any neighbouring property.
- 4.12.3. You must not do anything that may invalidate the buildings insurance of your home or cause the premium to be increased.
- 4.12.4. You, or any person living in the property, must not keep petroleum based fuel or bottled gas anywhere inside the property, or in common areas.
- 4.12.5. You, or any person living in the property, must not erect on the property any barbed wire, broken glass or other material that may cause injury.
- 4.12.6. You, or any person living in the property, must ensure that all refuse is contained in a bin and placed outside the property in accordance with the local waste collection authority's requirements.
- 4.12.7. You, or any person living in the property, must dispose of your household furniture, belongings and other bulky waste properly by taking it to a household recycling centre or arranging collection by an authorised

waste carrier. You must not leave it in common areas, the garden or outside the property other than on the day of collection.

4.12.8. You must not collect or keep anything in your home of a nature or in a quantity that creates a risk of damage to your home or any neighbouring property or to the health or safety of any person (including you, members of your household, visitors, neighbours and our staff and contractors). This includes:

- Items such as newspapers that create a fire hazard when in large quantities;
- Anything that is unhygienic; and
- Anything that blocks thoroughfares, paths, entrance or exit routes.

4.12.9. You, or any person living in or visiting the property, must not knowingly or recklessly damage any property or possessions belonging to us or our managing agents, our contractors, any neighbours, any of our other tenants, any other person living in the area near the property or any member of their household, lodger, sub-tenant or visitor.

4.13. Noise Nuisance

4.13.1. You, or any person living in or visiting the property, must not use any device or equipment, or do anything, which creates so much noise that it causes a nuisance or annoys your neighbours.

4.14. Parking

4.14.1. You, or any person living in or visiting the property, may only park a motor car or motorcycle within the boundaries of the property if a garage, car hardstanding and a properly constructed pavement and kerb crossing has been provided.

4.14.2. You must not park trade vehicles, caravans, trailers or any other vehicle on the property without our written consent.

4.14.3. You, or any person living in or visiting the property, must not park any car, caravan, trailer, motorcycle, lorry or other vehicle in your garden or on any Council owned grass verge, crossover, shared area or paved or grassed area unless it is a parking area that we have given you written permission to use.

4.14.4. You must not park in such a way as to interfere with access to any adjoining or neighbouring properties or in a way that causes or is likely to cause nuisance or annoyance to others.

- 4.14.5. You must not park any vehicle that is unroadworthy or untaxed at your home or on any land that we own. If you do so, we can remove it and dispose of it, having given you 24 hours' notice in writing of our intention to do so. If we do this, you will refund to us the costs we incur.

5. SECTION 5: OUR DUTIES AND RESPONSIBILITIES

5.1. Changes to the Tenancy Agreement and Consent

- 5.1.1. Except for changes in rent, or any other charges (as set out within this tenancy agreement, above), the terms of this agreement can only be changed if we give you written notice allowing 28 days for you to tell us your views on the proposed changes. We will consider the views of all tenants who respond. Following the consultation, you will receive a 28-day Notice of Variation setting out the final version of the changes and the date they will take effect.
- 5.1.2. Where these Tenancy Conditions say you need to get our consent, we will not unreasonably withhold it although it may be subject to conditions. If you do not keep to these conditions we may withdraw our consent. We will give you a written explanation if we attach conditions to our consent; do not give consent or if consent is withdrawn.

5.2. Repairs and Maintenance

- 5.2.1. We undertake to keep in repair and proper working order our installations for supplying water, gas, electricity and sanitation and the installations for space and water heating.
- 5.2.2. We undertake to keep in repair the structure and exterior of the property.
- 5.2.3. We are not responsible for repairs that arise because of deliberate, malicious, criminal or accidental damage caused by you, people living in the property or people visiting the property.
- 5.2.4. In an emergency and/or where life, property or contents may be at risk we will attempt to contact you using the emergency contact information you have provided. If we have not been able to contact you or if you refuse access for any reason we will enter the property, using keys made available for our use by our contractor, or where a key is not available by using reasonable force; make safe the cause of the emergency; make good any damage, and ensure you are provided with replacement keys as soon as we can reasonably contact you.

6. SECTION 6: ENDING THE TENANCY

6.1. Your Right to Possession

- 6.1.1. We will not interfere with your rights to the possession of the property unless there is a breach of these Terms and Conditions. You will be given an opportunity to explain and put right any breaches before we consider legal action unless there is a threat of violence or significant risk of harm requiring immediate legal action.
- 6.1.2. If the breach persists, Introductory Tenants may receive a Notice of Proceedings for Possession. The Notice will give the reasons why the action is being taken and when and how to request a review of the decision.
- 6.1.3. If the breach persists, Secure Tenants, may receive a Notice of Seeking Possession giving the reasons for the action and the grounds under Schedule 2 of the Housing Act 1985 for possession.

6.2. Termination of the Tenancy by You

- 6.2.1. If you are an Introductory or Secure Tenant and you want to give up your tenancy you must give us at least four weeks' written notice, ending on a Sunday. All keys to the property must be received by us before 12 noon on the following day (Monday).
- 6.2.2. If you are Secure Tenant, you may terminate the tenancy agreement during the fixed term by serving a break notice on us at least four weeks before the break date ending on a Sunday. The break notice shall be of no effect if, at the break date stated in the break notice:
- you have not paid any part of the rent which was due to have been paid in respect of the tenancy OR
 - vacant possession of the whole of the property is not given OR
 - you are in breach of any of the terms of the tenancy agreement relating to the state of repair and condition of the property
- 6.2.3. Subject to the clauses above, following the service of a break notice a Secure Tenancy ends on the relevant break date. Termination of the tenancy agreement on the break date shall not affect any other right or remedy that either party may have in relation to any earlier breach of the Tenancy Agreement.

- 6.2.4. If a joint tenant gives notice ending the tenancy, the tenancy will be brought to an end. We will then decide whether any of the other joint tenants will be given a new tenancy or allowed to remain during the remainder of a Secure Tenancy.
- 6.2.5. Whichever form of tenancy you have, you must ensure that the condition of the property and our fixtures and fittings are the same when you move out as at the start of the tenancy other than for fair wear and tear. We reserve the right to recover any reasonable costs we incur in replacing, repairing or reinstating any missing or damaged items and alterations which either do not comply with relevant regulations or codes of practice or for which we did not give our written consent.
- 6.2.6. You must make sure that any member of your household, lodger, sub-tenant or visitor leaves the property when your tenancy ends.
- 6.2.7. During the four-week notice period, where requested to do so and on being given reasonable notice, you must allow us or our Managing Agents access to inspect the condition of the property.
- 6.2.8. You must remove your furniture, furnishings, clothing and rubbish on or before the day your tenancy ends. If any of your possessions (or the possessions of any other person) are left at your home or in any shared area at the end of your tenancy (this includes when we have obtained a court order for the possession of your home or when you have moved out), we will treat those possessions as having being abandoned and can dispose of them as we see fit (this may include destroying them). You will be charged for any costs that we incur. If any such possessions are sold, the money from the sale (after deducting the costs of the sale, storage and removal) can be used to pay any sum that you owe us. Any remaining balance will be paid to you.
- 6.2.9. In the event of your death, your executor or personal representative must notify us in writing and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate may incur further costs against your estate including any unpaid rent.
- 6.2.10. You will pay the following outgoings relating to your home and will indemnify us against any loss or liability arising from your failure to pay during the duration of the tenancy:
- Council tax or any tax replacing it;
 - Water and sewerage charges;
 - Charges for gas and electricity;
 - Telephone charges, including rental, repair, maintenance and reconnection charges; and

- TV licence and any other charges relating to television services.

6.3. Termination of the Tenancy by Us

- 6.3.1. We may re-enter the property let on a Secure Tenancy (or any part of the property) at any time after any of the following:
- 6.3.1.1. Any rent is unpaid for twenty-one days after becoming payable whether it has been demanded or not
 - 6.3.1.2. Any breach of any condition of this tenancy agreement has occurred
 - 6.3.1.3. An act of insolvency on the part of the tenant
- 6.3.2. If we re-enter the property (or any part of it) in line with this clause, the tenancy agreement will end immediately without prejudice to any other right or remedy in respect of any breach of the tenancy agreement by the tenant.
- 6.3.3. We will begin to review a Secure Tenancy at least 12 months prior to the end of the fixed term. The criteria, process, advice and assistance arrangements and right to review are set out in the Tenancy Policy.
- 6.3.4. If we are not going to renew your Secure Tenancy, we will give you at least six months' notice that the fixed term is coming to an end. We will make it clear that we do not propose to grant another tenancy, the reason for that decision, and how to request a review of the decision.
- 6.3.5. A further notice ending the tenancy will be sent to you at least two months prior to the end date. If we do not propose to grant another tenancy and if you fail to leave at the end of the fixed term we will obtain a possession order from the court.
- 6.3.6. Our obligation to complete the review and consider granting a further tenancy is conditional upon you co-operating with the review, acting in good faith and providing sufficient information to us to enable the assessment to be properly carried out.

7. SECTION 7: MISCELLANEOUS

7.1. Complaints

7.1.1. We take complaints seriously. If you feel that we have broken this agreement or not carried out any of our responsibilities, please refer to our complaints procedure. You can get copies of this from our office. If we do not deal with your complaint, or you feel that we are still not following the Agreement, you can get legal advice from a citizens' advice bureau, or law centre or solicitor or the Independent Housing Ombudsman Service.

7.2. Help and Advice

7.2.1. Where appropriate, we may work with you to give you support, advice or help to sort out any problems without having to take legal action including:

- Providing you with advice about rent arrears, benefits entitlement and money management
- Providing you with general advice about looking after the property; garden and shared common areas
- Putting you in contact with support agencies who can help you with your health and wellbeing including adaptations to the property or substance misuse issues
- Giving you advice about the repairs you are responsible for
- Assisting with mediation to help you to sort out any problems you may have with your neighbours

Service Charge Schedule

1. Communal Cleaning	Stairwells, corridors, lobbies	£
	Windows in shared areas	
	Sanitary supplies in communal facilities	
	Jet washing external entrances or bin stores	
2. Grounds Maintenance	Lawn mowing, pruning, hedge trimming	£
	Tree maintenance	
	Litter picking in communal green spaces	
	Weed control, path clearance	
3. Communal Lighting	Energy costs for hallway lights, external block lighting	£
	Maintenance/replacement of light fittings	
4. Lift Maintenance	Routine servicing	£
	Emergency repairs	
	Lift emergency call systems	
5. Door Entry & Access Control	Intercom systems	£
	Fob access systems	
	Electric doors and gates	
6. Fire Safety Systems (Shared Areas)	Fire alarm testing & servicing	£
	Emergency lighting	
	Fire extinguishers and signage	
	Smoke ventilation systems	
7. Caretaking or Estate Staff	Estate inspections	£
	Minor reactive work in communal areas	
	Sweeping and general upkeep	
8. Communal TV Aerials or Satellite Systems	Shared systems maintenance only	£
	TV licence/streaming subscriptions	
9. Waste Services	Bulk refuse collection (e.g., mattresses, furniture)	£
	Bin store cleaning or pest control	
	Recycling service enhancements	
10. Pest Control (Communal Areas Only)	Rodent or insect treatments in shared corridors or bin rooms	£
11. Communal Heating or Hot Water	Fuel/Water costs	£
	Water testing	
	Boiler servicing (shared systems only)	
	Solar Panel Maintenance	

Service Charge Schedule

12. Communal Parking Facilities	Maintenance	£
	Minor reactive work in communal facilities	
13. Community Centres/Communal Areas (only accessible by a controlled group of tenants)	Cost of providing these facilities including business rates	£
	Purchase and maintenance of equipment	
14. Sewage	Cost of providing sewage facilities	£
15. Pond Maintenance	Cost of maintaining a communal pond	£
16. CCTV/24 Hour Security - where required	Cost of providing/maintaining CCTV	£
	Cost of providing 24 hour security	
17. Communal Broadband/WiFi	Cost of providing/maintaining a communal broadband/WiFi connection	£
18. Maintaining Aids & Adaptations	Cost of providing/maintaining aids and adaptations e.g. stair lifts	£
19. Insurance	Cost of providing buildings insurance in the case of shared ownership properties	£
20. Intensive housing management	Cost of providing intensive housing management	£
21. Management company costs	Costs relating to a management company responsible for providing services to a property/estate	£
22. Administration Fees	Calculating and managing service charges	£