

**CHAPTER**

# 1

## **Conditions of Tenancy**



**AdurHomes**

## CONDITIONS OF TENANCY

In this booklet you will find conditions of tenancy relating to Introductory and Secure tenancies. It clearly indicates which conditions apply to each kind of tenancy.

If you are not currently a secure tenant you will be an introductory tenant for the first 12 Months of your tenancy.

If the Council move you in the first 12 months of your introductory tenancy you will continue to be an introductory tenant at the new property until the end of the introductory period. If you have an Introductory Tenancy it is a 12 month trial period, like a probationary period.

If you keep to the terms and conditions of your tenancy during these 12 months you will automatically become a Secure tenant, with the additional rights, unless we have applied to the court to gain possession of your property or your introductory tenancy is extended.

If you breach any term or condition of this agreement the Council may serve you with a notice to terminate your tenancy, not less than eight weeks before the end of your introductory tenancy. This notice will explain that the Council will ask the Court to make a possession order and will give you details of your right to request a review of this decision and to seek advice. If the Council issues possession proceedings your tenancy will remain an introductory tenancy until the possession proceedings are determined.

The Council can extend an introductory tenancy for up to a maximum of 18 months. We would, for example, decide to extend the trial period, if the Council has started Court action to bring the tenancy to an end, if we are investigating a possible breach of tenancy agreement, or if you are taking action to resolve a breach. If the Council wants to extend your introductory tenancy, we must serve you with a Notice of Extension not less than eight weeks before the end of your introductory tenancy. If you are served with a Notice of Extension which will explain the reason for extension you have the right to ask for a review of the decision to extend.

As an **Introductory Tenant** you **do not** have the:

- Right to add a name to the tenancy
- Right to Buy
- Right to Transfer
- Right to take in a Lodger
- Right to improve your home.

Your Conditions of Tenancy, or tenancy agreement, set out the rules which you, as a Tenant either joint or sole, and the Council as your landlord, must abide by.

When the tenancy agreement refers to "your home" it means the property you live in and any garden let to you with the property. The words "communal ways" refer to parts of the buildings or outside area which you share with others.

If you are a secure tenant you will be able to keep your home for as long as you want, provided you keep to the conditions of tenancy. The term "tenant" applies equally to any joint and sole tenants.

It is important that you read and understand this tenancy agreement and keep it somewhere safe.

There are explanations in the information column next to each condition. If there is any part of this Agreement, you do not understand or you would like to ask questions about please contact your Housing Management Officer.

Your Tenancy Agreement is set out like this -

- A. The rent, other charges and your tenancy
- B. Occupation of the property and your tenancy
- C. Repairs and maintenance of your home
- D. Anti-social behaviour and nuisance
- E. Consultation

## **RENT & OTHER CHARGES:**

Your rent includes the charge for any services that we provide for your home as part of your tenancy, for example, grounds maintenance, communal heating, communal way cleaning, communal aerials and other service charges.

### **Tenant's Responsibilities**

#### **1 Payment of Rent**

You must pay your rent on time.

#### **2 Payment of Other Debts to the Council**

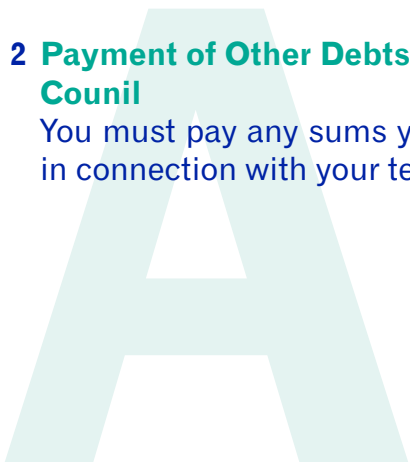
You must pay any sums you owe us in connection with your tenancy.

#### **INFORMATION NOTE**

*Your tenancy is weekly. Your rent and other charges (not including Council Tax) are shown on the cover of the rent card, or similar document and are payable weekly in advance on a Monday.*

*Other methods of payment (e.g. monthly in advance) can be agreed with the Council.*

*This includes costs for legal action as awarded by a court in relation to your tenancy and rechargeable repairs work that has been undertaken by the Council.*



## **RENT & OTHER CHARGES:** **Tenant's Responsibilities**

### **3 Payment of Former Tenancy Debts**

You must repay any money owed from a previous tenancy including court costs and other charges.

### **4 Payment of Sheltered Support Charges**

You must pay the support charges that apply in connection to your tenancy.

### **5 Housing Benefit**

If you are entitled to receive any Housing Benefit, you must ensure all review forms are completed and returned on time, any additional information required is supplied promptly and details of any change in circumstances supplied immediately.

#### **INFORMATION NOTE**

*If you have previously been a tenant of this Council and there is a debt outstanding which relates to a previous tenancy, you must discharge the debt by making payments as agreed with your Housing Officer.*

*Residents of sheltered accommodation have to pay additional support costs to cover the services of a Housing Support Officer. If you qualify for Housing Benefit you can apply to have the support charge paid by Supporting People funding.*

## **RENT & OTHER CHARGES:** **Tenant's Responsibilities**

### **6 Payment of Bills**

You must pay direct to the supplier or other body or authority all outgoings, charges and taxes connected with the property.

### **7 Payment at the End of a Tenancy**

When your tenancy ends or you are moving to a new property, you must pay all rents, charges or costs you owe us straight away.

## **RENT & OTHER CHARGES:** **Council's Responsibilities**

### **8 Rent Setting**

The Council must give you at least four weeks notice in writing of any change in your rent.

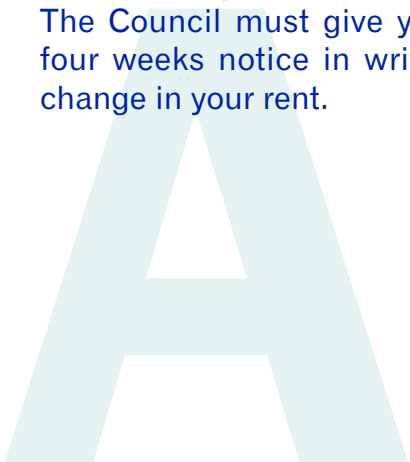
### **INFORMATION NOTE**

*This means charges such as electricity, gas, water, Council tax, telephone, etc.*

*Although we look at each case individually it is unlikely you will be allowed to move either by transfer or exchange unless you have paid or arranged to pay all outstanding debts.*

*This means the full rent of your home. This will not necessarily be the same as the amount you actually pay as this may vary depending upon any Housing Benefit entitlement.*

*The Council consults the Adur Consultative Forum on rent changes*



## **OCCUPATION OF THE PROPERTY: Tenant's Responsibilities**

### **9 Occupation of your Home**

You must occupy your home as your only or principal home. If you are a joint tenant, one of you must occupy your home as your only or principal home.

### **10 Sub-letting (Secure Tenants Only)**

You must not sub-let or give up possession of the whole of your home. You must obtain the Council's permission if you wish to sub-let part of your home.

### **11 Lodgers (Secure Tenants Only)**

You may take in lodgers without the permission of the Council but you must not permit the property to become over-crowded as a result.

#### **INFORMATION NOTE**

*If you do not you will no longer be a secure tenant and the Council may then take back possession of your home after following the necessary legal procedures.*

*If you do sub-let the whole of your home you will no longer be a secure tenant and the Council may then take possession of the property after following the necessary legal procedures.*

*Lodgers are people who you allow to stay with you in your home and where you also have general access to the rooms they use.*

## OCCUPATION OF THE PROPERTY: Tenant's Responsibilities

### 12 Assignment

You must not assign your tenancy except in the following circumstances;

- By a court order following a divorce or relationship breakdown
- By exchange with another tenant with the written consent of the Council **(Secure Tenants Only)**

### 13 Notice to End your Tenancy

You must tell the Council in writing at least four weeks before you want to end your tenancy and give up your home. The four weeks (or longer) notice must end on a Monday and you must return your keys to the Council on that day. You may give longer than four weeks notice provided it still ends on a Monday.

### 14 Condition of your Home at the End of your Tenancy

- When your tenancy ends you must leave your home and its fixtures and fittings in a good and clean condition (fair wear and tear accepted) and the garden in a tidy condition. You must also remove all your belongings, carpets and rubbish and return your keys on the day the tenancy ends.

#### INFORMATION NOTE

*To "assign" means to transfer the right to your tenancy to somebody else.*

*Your letter of notice to the Council must be signed and dated and state when you wish to end your tenancy and leave your home. There is a form that can be used and can be obtained from your Housing Management Officer.*



# Occupation of the Property

## OCCUPATION OF THE PROPERTY: Tenant's Responsibilities

- If you:
  - leave your home in a poor state or condition (fair wear and tear excepted);
  - leave anything behind that needs disposing of including garden sheds etc;
  - do not return your keys (as they will need replacing)

you must pay the Council for the cost of putting this right.

### 15 Council's Responsibilities

The Council must not disturb, interrupt or interfere with your possession of your home other than in the exercise of its powers under these conditions (e.g to carry out emergency repairs) as long as the tenant complies with the Conditions of Tenancy.

#### INFORMATION NOTE

*The Council reserves the right to treat any items left behind as abandoned property and to decide what to do with them.*

*If you leave by arrangement an inspection will take place prior to the property becoming empty to identify any work that needs to be carried out.*



## REPAIRS & MAINTENANCE: Tenant's Responsibilities

### 16 Repairs & Decoration

You must repair or replace items for which you are responsible. This includes all internal decorations. You must ensure that your home is kept clean.

You must keep drains, waste pipes and soil pipes clean and ensure you do not do anything to cause them to block or become blocked.

### 17 Reporting Repairs

You must report, as soon as possible, any fault in your home which it is the Council's responsibility to repair.

### 18 Damage to Property

You must not cause or permit (whether deliberately, accidentally, negligently or otherwise) any damage or destruction to any part of your home or any common parts or shared facilities and you must ensure that none of your visitors or anyone living with you cause or permit any such damage or destruction.

#### INFORMATION NOTE

*A list of which items are the tenant's and Council's responsibility is contained in the handbook chapter entitled "Repairs and Improvements".*

*If the Council has to clear the drains as a result of your actions, you may be charged for this.*

*Details of how to report repairs are included in the handbook chapter entitled "Reporting Repairs" and includes arrangements for emergencies. You can report repairs by telephone on 0800 7837150.*

*You must ensure that you do not cause or allow any damage either to your own home or to any shared parts or facilities, as a result of a deliberate act or by mistake. For example, you must not dispose of anything which may block the shared drains of a neighbouring property.*

## REPAIRS & MAINTENANCE: Tenant's Responsibilities

### 19 Payment for Damage

You must pay for the cost of any repairs, (together with the administrative charges), replacements or restoration which the Council considers it is necessary to do as a result of any damage or destruction caused or permitted or accidental for whatever reason by you or your visitors or anyone living with you.

If damage is caused to your home you must report it to the police and obtain a crime number or it will be assumed that you are responsible and you will be charged the cost of putting the damage right.

### 20 Improvements, Alterations and Additions to Your Home (Secure Tenants Only)

You must obtain the Council's written consent before making any structural or non-structural improvements, alterations or additions to your home including the flooring. If consent is granted but is subject to particular conditions you must comply with them. You must pay the cost of any works needed to repair your home as a result of any unauthorised works You must not cut down, or remove any trees, hedges, fences or walls without the Council's written consent as Landlord.

#### INFORMATION NOTE

*You are responsible for the behaviour of your household and visitors and you must pay for any damage caused by you or them.*

*You may require planning permission and/or Building Regulation approval for any works. You must obtain these separately.*

## REPAIRS & MAINTENANCE: Tenant's Responsibilities

### 21 Aerials

**Flats and Maisonettes** - You must not erect any aerial or satellite dish.

**Houses and Bungalows** - You must obtain the Council's written consent to erect an aerial or satellite dish.

### 22 Sheds, Outhouses, etc.

**Flats and Maisonettes** – You must not place or erect anything in any shared areas.

**Houses and Bungalows** - You must not erect any shed, greenhouse, hardstanding, garage, fence or other structure at your home without the Council's written consent.

### 23 Access to Your Home

You must allow Council Officers, contractors or other authorised representatives to gain access in order to inspect, service or repair gas installations, or other emergencies. If access is prevented the Council will force entry and you will be charged the cost of doing so. In

#### INFORMATION NOTE

*This does not apply to standard television aerials. You must obtain any other permissions or consents required separately.*

*For Health and Safety reasons, the Council does not allow anything other than a doormat to be placed in the communal parts of flats.*

*You must also obtain any other permissions or consents separately e.g. planning permission.*

*Normally, you will be given at least 24 hours notice except in an emergency. You should always ask any Council representative to produce official identification before permitting entry to your property and if you are uncertain as to any*

## REPAIRS & MAINTENANCE: Tenant's Responsibilities

cases of an emergency or suspected emergency the Council will force entry to the property.

## REPAIRS & MAINTENANCE: Council's Responsibilities

### 24 The Council must:

- Carry out the repairs and maintenance that it is required to do by law.
- Maintain the structure, exterior and common parts of the property in sound repair including shared drains, gutters and external pipes.
- Keep in repair and proper working order:
  - the installations for the supply of water, gas, electricity and sanitation;
  - the installations for space heating and heating water where these have been provided by the Council;

### INFORMATION NOTE

*person's identity, you should telephone the Council for confirmation.*

*See the Repairs and Improvements section of your handbook for further details of repairs responsibilities.*

*The Council will usually carry out more repairs than the legal minimum requirement and reserves the right to amend the repair items if it will undertake over and above the legal requirement.*

## REPAIRS & MAINTENANCE: Council's Responsibilities

- the lift service and other communal amenities where these are provided.
- Decorate the exterior of your home and common parts periodically.
- Maintain the structure and exterior of any additions and/or improvements you have made and keep in repair certain installations you have made to or at your home but only if the Council has agreed in writing to do so.

### INFORMATION NOTE

*You must obtain written permission before carrying out any alteration or improvement. Contact your local office for more details about what improvements the Council will agree to maintain.*



## REPAIRS & MAINTENANCE: Tenant's Responsibilities

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## **ANTI-SOCIAL BEHAVIOUR & NUISANCE: Tenant's Responsibilities**

### **25 Noise and Nuisance**

You must not cause, nor allow anyone living in, staying in, or visiting your home to cause any nuisance or disturbance to neighbours or anyone living in or visiting the vicinity.

### **26 Harassment and Intimidation**

You must not cause, nor allow anyone living in, staying in, or visiting your home to cause harassment or intimidation of your neighbours or anyone living in, or visiting the vicinity for any reason. This includes; physical violence, the use of any offensive or abusive behaviour, language, gestures, or threats made in person or by other means such as by email, text, telephone or the internet.

### **27 Abuse of Staff**

You must not cause, nor allow anyone living in, staying in, or visiting your home to cause abuse, threaten or assault any employee, agent or contractor of Adur District Council. This includes physical violence, the use of any offensive or abusive behaviour, language or threats made in person or by other means including email, text, telephone or the internet.

#### **INFORMATION NOTE**

*Nuisance includes noise nuisance such as the playing of loud music, noise from DIY, door slamming, shouting, animal noise. This is not an exhaustive list .*

*This includes harassment on the grounds of colour, race, nationality, ethnic origin, age, sex, sexuality, disability or religion. This list is not exhaustive list.*



## **ANTI-SOCIAL BEHAVIOUR & NUISANCE: Tenant's Responsibilities**

### **28 Malicious Complaints**

You must not make, nor allow anyone living in, staying in, or visiting your home to make malicious complaints against any neighbours, staff, contractors, or other agents of the council.

### **29 Domestic Violence**

You must not cause, nor allow anyone living in, staying in, or visiting your home to cause or threaten violence or allow any violence to be used or threatened against any person living in the premises such as to give that person reasonable cause to cease to live in the premises.

### **30 Criminal Offences**

You must not cause, nor allow anyone living in, staying in, or visiting your home to commit an indictable offence in your home or the surrounding area .

### **31 Damage, Vandalism and Graffiti**

You must not cause, nor allow anyone living in, staying in, or visiting your home to cause damage, vandalism or graffiti to any property including your home or any shared areas or elsewhere in the vicinity.

#### **INFORMATION NOTE**

*The Council will treat any report of domestic violence seriously and in complete confidence. The Council will apply to the Court to have anyone convicted of domestic violence evicted.*

## ANTI-SOCIAL BEHAVIOUR & NUISANCE: Tenant's Responsibilities

### 32 Drugs

You must not use, nor allow anyone living in, staying in, or visiting your home to grow, distribute, sell, produce, or manufacture controlled drugs or any other controlled substance.

### 33 Rubbish

**Houses and Bungalows** - You must keep your home, garden and pathways free from rubbish and in a tidy condition.

**Flats and Maisonettes** - You must not dump or leave rubbish, litter or other items on any common way either inside or outside the building. All communal areas both inside or outside the building must be kept clean; if they are not, the Council will introduce a cleaning service and charge residents accordingly.

### 34 Behaviour of Pets

You must ensure that any pets in your home are kept clean, quiet and under control at all times. You must not allow any animals to attack or act aggressively towards anyone else living in or visiting the vicinity. This includes staff, contractors and agents

#### INFORMATION NOTE

*If Council Officers have reasonable cause to believe that drug dealing is occurring in Council-owned property, we will notify the police.*

## **ANTI-SOCIAL BEHAVIOUR & NUISANCE:** **Tenant's Responsibilities**

of the Council. You must not allow your pet or any visiting pet to foul any part of the communal area.

### **35 Permission of Pets**

**Houses and Bungalows** - You must not keep, nor allow anyone living in, staying in, or visiting your home to keep animals other than domestic pets without the Council's written permission. Livestock, cockerels and animals classified as dangerous under the Dangerous Wild Animals Act 1974, or Dangerous Dogs Act are not permitted.

#### **Flats, Maisonettes and sheltered accommodation:**

If you live in a flat or sheltered housing scheme, you must obtain the Council's written permission before keeping any sort of animal, bird, reptile or other pet or livestock. Animals must not be kept in any internal or external shared part of the building.

### **36 Parking**

You must not park or permit to be parked any vehicle, caravan, skip, boat or trailer on any Council-owned communal area, verge or garage compound except for in a designated

#### **INFORMATION NOTE**

*This consent will not be refused unreasonably. However, you must not keep more than one cat or one dog without written permission from the Council.*

## ANTI-SOCIAL BEHAVIOUR & NUISANCE: Tenant's Responsibilities

parking area or a hardstanding built with permission, or in such a way that it causes an obstruction.

### 37 Abandoned Vehicles

You must not abandon or permit to be abandoned any vehicle on any Council-owned designated parking area. If the Council has to arrange removal of any such vehicles you will be charged for this.

### 38 Vehicle Repairs

You must not carry out any vehicle repairs in such a way as to cause nuisance to neighbours or anyone in the locality, including in garage compounds.

### 39 Business and Trade on Council Property

You must not conduct or allow to be conducted any business or trade in any Council-owned garage, parking area, or shared or communal area.

### 40 Business or Trade at Your Home

You must not conduct or allow to be conducted any business or trade in your home without first obtaining the Council's written consent as Landlord

#### INFORMATION NOTE

*The Council will arrange for any vehicles left in this way to be removed and scrapped and you will be recharged the cost of doing this.*

*Landlord's consent will normally be given if the business or trade does not interfere with the property or cause a nuisance to anyone in the locality and*

## ANTI-SOCIAL BEHAVIOUR & NUISANCE: Tenant's Responsibilities

and all other necessary consents such as planning permission or any licences.

You must not allow any business or trade for which you have been given consent by the Council to cause any nuisance, annoyance or inconvenience to your neighbours or anyone in the locality.

If the Council notifies you in writing to stop carrying on a business or trade at your home, you must comply with this requirement.

### 41 Gardens

You must keep your garden tidy and free of rubbish. Hedges and trees must not be allowed to overhang a footpath or road.

#### INFORMATION NOTE

*if you have obtained all other consents required. If other necessary consents such as planning permission or any licences are refused, Landlord's consent will not be given. Please check with your Housing Officer for advice.*

*If complaints are made and substantiated, consent will be withdrawn.*

## **ANTI-SOCIAL BEHAVIOUR & NUISANCE: Tenant's Responsibilities**

### **42 Flammable or Other Dangerous Items**

You must not store or allow to be stored in any part of your home, including the garden, loft or communal areas any flammable or dangerous materials or equipment of such quantity or nature as to be inconsistent with reasonable domestic use.

### **43 Allowing Neighbouring Properties Access**

You must allow your neighbours to enter external areas of your home by prior appointment where access is necessary and is reasonably required to carry out repairs or improvements to or clean external parts of their own properties. In the event of any dispute over this, the Council will decide if the request for access is reasonable.

#### **INFORMATION NOTE**

*Examples of such items are propane gas cylinders and oxy-acetylene cylinders.*

*This does not mean that your neighbours have the right to enter the inside of your home or to use any of your services such as water or electricity.*

## CONSULTATION:

### Council's Responsibilities

#### 44 Consultation and Policy Change

The Council must consult with affected tenants over various aspects of housing management where these relate to a new programme or policy, or a change in existing practice and policy regarding the management, improvement, repair or demolition of its properties, or the provision of services or amenities to them.

#### 45 Consultation and Changes to the Conditions of Tenancy

The Council will consult with tenants, and take due notice of any representations, over changes to these Conditions of Tenancy.

#### 46 Where to Serve Notices on the Council

The Council is obliged by law to notify you of an address to which you may service notices on the Council as your landlord. The address is:

##### **Adur District Council**

Civic Centre

Ham Road

Shoreham-by-Sea

West Sussex

BN43 6PR

### INFORMATION NOTE

*All formal notices (for example notice to end your tenancy) must be sent or delivered to the Council at this address.*











**Adur Homes**

Adur & Worthing Councils

Portland House

44 Richmond Road

Worthing

West Sussex

BN11 1HS

The information in these leaflets is available in alternative formats (e.g. large print). If you should require these please contact us.