Contents

ABOUT YOUR TENANCY 1

Secure Tenancy 2

Under 18s 3

Tenancy Agreement 3

WORDS AND PHRASES 5

1 YOUR TENANCY AGREEMENT 6

2 YOUR RENT & OTHER CHARGES 6

Council's Responsibilities 7

Tenant's Responsibilities 7

3 REPAIRS & MAINTENANCE 8

Council's Responsibilities 8

Tenant's Responsibilities 8

Tenant's Rights 10

4 COMMUNITY RESPONSIBILITIES 10

Council's Responsibilities 10

Tenant's Responsibilities 10

Personal behaviour 10

5 USING YOUR HOME 11

Council's Responsibilities 11

Right of access 11

Tenant's Responsibilities 11

Occupying your home 11

Right to take in lodgers (Secure Tenants only) 12

Right to sublet part of your home (Secure Tenants only) 12

Businesses 12

Gardens 13

Balconies (if any) 13

Care of the property 13

Pets 14

Vehicles 14

Communal areas 14

Flats, maisonettes, and bedsits 15

6 TENANT INVOLVEMENT 15

Council's Responsibilities 15

Right to be consulted 15
Tenant's Rights 15
Right to Information 15
Tenants' Groups 15
Right to Manage 15
Right to Transfer 16
7 MOVING HOUSE 16
Tenant's Rights 16
Right to Exchange (Secure Tenants only) 16
8 ENDING YOUR TENANCY 17
Council's Responsibilities 17
Service of notice 17
Tenant's Responsibilities 17
Tenancy Termination 17
Pass on (assign) the tenancy 17
Tenant's Rights 18
Right to compensation for improvements (Secure Tenants only) 18
Rights to succession 18
Other successions 18

DO NOT DESTROY THIS DOCUMENT

This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future.

Please be aware that you should read and understand this tenancy agreement in its entirety.

Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website (www.lancaster.gov.uk).

PRIVACY NOTICE

Lancaster City Council's Council Housing department is a Registered Provider of Social Housing regulated by Homes England. We are responsible for housing and tenancy management and leasehold management, including management of repairs and maintenance.

As a tenant or leaseholder, we collect, process and store personal information about you in order to carry out our functions. Any data processing will be undertaken in accordance with relevant legislation and in accordance with our policies on disclosure of information and confidentiality. For details on how we deal with your personal data, including who it may be shared with, how it is used, how long it is stored and information about your rights, please refer to our privacy notice which can be found on our website at [ ].

We are committed to protecting your privacy.

NATIONAL FRAUD INITIATIVE

Lancaster City Council has a legal duty to protect the public money it administers. As part of this duty the Council is taking part in the National Fraud Initiative, a nationwide drive to reduce the amount of public money lost each year due to fraud. As a result information you provide on this form may be shared with other bodies responsible for auditing or administering public funds. For further information, see the Council's website or contact Customer Services on 01524 582000 or email:nfi@lancaster.gov.uk

ABOUT YOUR TENANCY

This tenancy agreement contains terms that only apply to an introductory tenancy, a secure tenancy, or a demoted tenancy. To make the tenancy agreement easier to understand, symbols have been used where these apply:

- Introductory tenancy
- Secure tenancy
- Demoted tenancy

Introductory Tenancy

An introductory tenancy is for a trial period during which you have no security of tenure. You must show us that you are responsible enough to keep your Council home.

An introductory tenancy usually lasts for 12 months but the Council can extend it for a further six months if you have not complied with this agreement. You have a right to ask for a review of that decision. An introductory tenancy will automatically become a secure tenancy after 12 months, unless it has been extended or court proceedings for possession of your home have been started.

If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.

The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.

As an introductory tenant you do not have the right to:

Buy your home (although the introductory tenancy period will count towards any financial discount allowed under the right to buy in future applications)

- Sub-let all or part of your home
- Exchange your home with another tenant
- Carry out improvements to your home
- Claim compensation for improvements
- Take in lodgers

An introductory tenancy cannot usually be assigned (i.e. transfer it to someone else during your lifetime) without an order from the court allowing an assignment to take place. An assignment may also be agreed if the assignee would have succeeded to the tenancy immediately before the assignment is to take place.

Introductory tenants do have the right to one statutory succession for a husband, wife, partner, or other family members upon the death of the tenant.

Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.

Secure Tenancy

If you are an introductory tenant you will automatically become a secure tenant after 12 months, provided you don't breach the conditions of your tenancy.

As a secure tenant you have the right, subject to meeting any applicable criteria or gaining any necessary approval, to:

- While your secure tenancy continues, to live in your home for the rest of your life as long as you continue to comply with the requirements of your tenancy agreement
- Buy your home at a discount, after a qualifying period (so long as your home is not exempt from that right)
- Pass on your home to someone in your family living with you when you die, provided that you yourself had not succeeded the tenancy (subject to certain conditions)
- Take in lodgers and sub-let part of your home (although you should note that this may affect any housing benefits that you are receiving)
- Have your home repaired (some repairs are the responsibility of the tenant while others are the responsibility of the Council)
- Carry out improvements to your home (subject to obtaining our written permission first)
- Be compensated for certain improvements you have made if you move home
- Take on the management of your estate
- Exchange your home with another tenant
- Be consulted on housing management matters
- Be given information about how the Council runs the homes that it owns

You have the right to live in your home indefinitely, as long as the Council does not start legal proceedings to evict you. The Council can only evict you by following the correct procedure and getting a court order. The Council has to give you written notice, and prove a legal reason why you should be evicted before they can get a court order.

If tenancy enforcement action is taken against you due to anti-social behaviour, this may lead to your secure tenancy being demoted by the court. This would reduce your rights as a tenant.

Demoted Tenancy

A secure tenancy can be downgraded to a demoted tenancy. A demoted tenancy is very similar to an introductory tenancy. You have more limited rights and less protection from eviction than a secure tenancy. The Council has to get a court order if they want to downgrade your tenancy in this way.

The court can demote your tenancy if you (or someone who lives with you, or visits you regularly) have behaved anti-socially or caused nuisance in the area, threatened to do so, or used your home for illegal activities such as drug dealing.

A demotion order will normally last for one year, unless:

- The Council starts possession proceedings against you
- You leave your home (in which case you will lose the tenancy)
- The court overturns the order (for example if the judge believes that it should not have been made in the first place)
- You die and no one is entitled to take on the tenancy

If you do not cause nuisance or break your tenancy agreement in other ways, you should automatically become a secure tenant again after 12 months. If the Council starts court action during the 12 months, you can be evicted more easily than a secure tenant.

Demoted tenancies can be ended much more easily than secure tenancies. The Council does not have to prove a legal reason in court but they have to follow the correct procedure to evict you.

The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.

The right to buy will be suspended until your tenancy becomes secure again. The time you spent as a demoted tenant will not count towards your discount.

You do not normally have the right to take in a lodger or sublet part of your home while your tenancy is demoted. If you do so without written permission from the Council, you can be evicted more easily than a secure tenant.

You will not normally be able to exchange your home or get a transfer while your tenancy is demoted. Once your tenancy becomes secure, you will be able to apply.

You cannot pass on a demoted tenancy by assignment (i.e. transfer it to someone else during your lifetime) unless it is done as part of a divorce or other family proceedings. You will be able to do so once your tenancy becomes secure again.

Under 18s

The Council will only give a tenancy agreement to someone under the age of 18 if a responsible person signs this agreement on their behalf as trustee. That person accepts that any notices or demands for payment served under this agreement can be served on the trustee

Tenancy Agreement

A tenancy agreement means that:

- You cannot be evicted without a court order, unless you abandon your home.
- If you are an introductory or a demoted tenant, before a court will make an eviction order, the Council will have to show that it has served you notice, and where you have requested, it has reviewed the decision to terminate your tenancy
- If you are a secure tenant, before a court will make an eviction order, the Council will have to show that a ground for possession, as provided for by Schedule 2 of the Housing Act 1985, is made out and that in relation to certain grounds that it is reasonable to evict. These grounds include:
    - you have broken the contract and it is reasonable to evict you, or
    - your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you
- You have important rights as to how you use your home, although some of these require the prior written permission of the Council
- You are responsible for the behaviour of everyone who lives in, and visits, your home

If you break any condition in this agreement the Council may take legal action against you, for example by obtaining a possession order, injunction, extending an introductory tenancy, demotion order or an order suspending your right to buy your home.

If tenancy enforcement action is taken against you due to a breach of your tenancy agreement, this could lead not only to the loss of your home but may also exclude you from obtaining Council

accommodation in the future. You also may be required to pay the costs of any action taken by the Council.

Any notice (whether in proceedings or otherwise) may be served on the Lancaster City Council by sending or delivering it to:

The Chief Officer (Housing and Property),
PO Box 4, Town Hall,
Lancaster,
LA1 1QR

WORDS AND PHRASES

The following list explains some of the words and phrases we have used in this tenancy agreement:

Agent - A person or company authorised to act on behalf of the Council.

Building – For properties located in blocks of flats, the building in which your home is situated (including any shared areas).

Communal area - The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Flat - A home which forms part of a building.

Garden - Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.

Home - A house, bedsit, flat, maisonette or bungalow including any private garden, private balcony or outbuilding.

Housing office - Housing and Property Services, Lancaster Town Hall, Dalton Square, Lancaster, LA1 1PJ.

Locality - The whole of the estate that your home is on including privately-owned or housing association properties or businesses and all other council estates in the district of Lancaster City Council.

Maisonette - A flat with more than one floor.

Partner - A husband, wife, civil partner, or someone who lives with you as if they were your husband or wife or civil partner, including people in a same sex relationship.

Rent - Your rent may include charges for services e.g. caretaking, concierge, support, heating, concessionary TV licences, scheme managers and other goods and services where provided by us.

Vehicle - A car, bus, lorry, motorbike, bike, boat and so on.

Visitor - People temporarily staying at your home, or a person present in your home.

We, us, our - Lancaster City Council, the landlord.

Written permission - A letter from us giving you permission to do certain things.

You - The tenant, and in the case of joint tenants, any one or all of the joint tenants.

1 YOUR TENANCY AGREEMENT

1.1. This agreement makes you a tenant of Lancaster City Council.

1.2. Your tenancy begins on …… (the **tenancy start date**) and continues until the first Sunday. The tenancy then renews each Monday, as a weekly periodic tenancy, until it is brought to an end.

1.3. If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you in accordance with the requirements of sections 102 and 103 of the Housing Act 1985. We will ask you for your views about any planned changes to the tenancy agreement and full consideration will be given to any comments received. The Council will then give you at least four weeks' written notice before bringing them into effect. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.

1.4. This agreement does not give any rights or remedies to any person except the landlord and the tenant and their respective successors and permitted assignees of the tenant.

2 YOUR RENT & OTHER CHARGES

Rent

At the start of this tenancy, the charges for your home are:

Net rent	£	per week
Service charge	£	per week

Your service charge is made up of:

- housing benefit eligible charges of £
- housing benefit ineligible charges of £

TOTAL RENT PAYMENT: £ PER WEEK

The net rent and service charge are together your 'rent' in this tenancy agreement

If this tenancy starts on a day other than a Monday, the portion of the total weekly payment due from you from the start of this tenancy, up to and including the first Sunday after the tenancy start date, will be a proportion of the weekly payment, calculated on an apportioned daily basis.

Former tenancy arrears. (This paragraph is applicable only if it has been completed by us.)

If this paragraph is completed it means that this is an exceptional case and the Council has granted you a tenancy of this property even though you still have arrears from another property and/or a previous tenancy, which you must now pay.

You must pay us the debt of £..... at the rate of £..... per week in addition to the rent for your home as stated in this agreement.

The amount and period of instalments may be varied from time to time by agreement between you and the Council.

The payment of this debt will discharge your liability for rent arrears, charges and/or other debts incurred by you at your previous home/tenancy.

You agree that, if you put your tenancy at risk due to non-payment of rent, we may refer you for specialist debt and welfare benefits advice without further recourse to you.

Council's Responsibilities

2.1. We may change your net rent and/or service charges at any time by giving you written notice. We will tell you of any change in net rent and/or service charge at least 28 days before the change. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address, but we reserve the right to change your rent even if you do not receive this notice. Where you opt in to having one, your current rent will be shown on your rent card.

Tenant's Responsibilities

2.2. Your rent and any other charges are due in advance and you must pay your rent and any other charges every week on or before the Monday they are due. If you wish to pay your rent and any other charges over longer periods – for example, monthly or fortnightly – this may be possible with our agreement (although all rent and any other charges must still be paid in advance). There are occasional "no collection" weeks where no rent is due, which we will notify to you. If you are in arrears you should make payments in these weeks to reduce the arrears owing

2.3. If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and or a money judgment order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency. If you have any difficulty paying your rent you should contact the Income Management Officer immediately.

2.4. If you are joint tenants you are each responsible for all the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.

2.5. If you use any welfare benefit as a method of payment to pay part or all of your rent, you must tell the Department of Work and Pensions and the Benefit Service and a housing officer immediately of any changes which may affect your entitlement to welfare benefits.

2.6. If your welfare benefit payment made directly to us does not cover the full rent or you are receiving less than your award due to a direct deduction from your housing benefit to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly in advance using another payment method.

2.7. You must repay in full any costs or liabilities incurred by the Council resulting from your breach or failure to perform any part of this agreement.

Among other things, the Council could charge for:

- putting right any work to your home that you have carried out without first having sought written permission from the Council;
- putting right damage caused by you not complying with your tenant responsibilities including your failure to maintain your own equipment;
- changing the locks of your home and otherwise securing it if it is abandoned by you;
- your misuse of the emergency repair service for non-emergency repairs;
- misuse of emergency alarm equipment;

- replacing missing or broken keys; and
- tree and garden works and garden clearance.

Please note that the Council incurs costs if we call at your home on a pre-arranged appointment and therefore may charge for any missed appointments.

2.8. You must make and keep to an arrangement to repay other costs and liabilities such as rechargeable repairs, court costs, recoverable welfare benefit and support charges.

2.9. Outgoings

2.9.1. You must meet all outgoings applying to your home including council tax, electric, gas and other costs whether metered or billed.

2.9.2. Immediately upon the start of this tenancy, you must arrange for council tax and other utility services as are available at your home, to be transferred into your name (and pay for any transfer or connection charge applicable).

2.9.3. You must not tamper, interfere with, alter or add to the water or other utility installations or meters in or serving your home.

2.9.4. You must notify the supplier(s) of utilities or services (whether or not metered) when this tenancy has ended, and pay all sums due to each utility and service provider, up to and including the last day of your tenancy, directly to them.

3 REPAIRS & MAINTENANCE

Council's Responsibilities

3.1. We will keep in repair:

- The structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external doors drains, gutters and outside pipes
- Kitchen and bathroom fixtures - basins, sinks, toilets and baths
- Electrical wiring, gas and water pipes
- Heating equipment and water heating equipment
- Any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, open spaces, parking areas and rubbish chutes

3.2. We will aim to:

3.2.1. do repairs within a reasonable time and

3.2.2. undertake repairs with due care, and clear up rubbish once completed,

in each case in line with our relevant policies (although the policies do not form part of this tenancy agreement).

3.3. We may award a decoration allowance where the decoration of a room is damaged by repair work. If you are elderly or disabled, we may also provide additional help. Ask the housing officer about the details of these schemes.

3.4. When repairs are going to involve major disruption we will arrange with you convenient dates for the work to be carried out.

3.5. We may carry out any works or repairs needed because of a failure by you to comply with your repair obligations. We may charge you for any reasonable costs incurred in carrying out such works or repairs.

Tenant's Responsibilities

3.6. You must report any repairs, faults or damage immediately to the Council.

3.7. You must pay for repair or replacement if you (or anyone living with you or visiting your home) cause damage deliberately. You must also pay for repair or replacement if damage

is caused by your own neglect. The cost of such repairs will be recharged to you and an invoice will be issued for any sums owing, in accordance with our recharges policy.

3.8. You must do small repairs like unblocking sinks or replacing tap washers or internal door handles. Council Housing Services will do many of these jobs for you if you are elderly or disabled.

3.9. You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement that you have carried out yourself (unless you have a written agreement for us to repair and maintain it).

3.10. You are responsible for keeping your home clean and in a state of reasonable decorative order. You must not use your home in a way that might cause a hazard (for example by blocking doorways and windows, or by failing to deal with vermin or infestations)

3.11. You must not decorate the outside of your home without the Council's prior permission in writing.

3.12. You must not apply Artex, ceramic tiles, polystyrene tiles or any similar materials to the walls or ceilings unless you have prior permission in writing. We may give you permission to use these materials, but you must not carry out any work without the Council's agreement in writing.

3.13. You must, where there is an open fireplace, have the chimney swept at least every 12 months.

3.14. You must only burn approved solid fuels if your home has a solid fuel heating appliance.

3.15. You must not remove walls or take out any other part of your home without the Council's agreement in writing.

3.16. You must not alter or add any fixture to your home, including: cabling and wiring; cable TV; a satellite dish; radio, TV, CB aerial, CCTV or other security equipment without the Council's prior written permission. You may also need to obtain planning approval. As a condition of our permission, we may ask you to remove any alterations and additions at the end of your tenancy, and make good any damage.

3.17. If you make an improvement or alteration to your home without our written permission we may tell you to return your home to how it was before. You will be charged for any work that the Council has to carry out to return your home to how it was before.

3.18. You must obtain our written permission before you carry out any gas or electrical work. Any gas or electrical work must be carried out by a qualified and competent contractor.

3.19. You must, on the removal of any gas appliance, ensure that the gas pipes are capped off by a Gas Safe registered contractor. You will be charged for any work the Council has to carry out to ensure that the gas pipes are safe.

3.20. You should take all reasonable precautions to prevent damage occurring to any pipes or other installations at your home that may be caused by cold weather.

3.21. You must allow officers of the Council or any other person authorised by the Council to enter your home on reasonable notice, to carry out inspections and carry out necessary repairs, improvements and other works to your home, the building or any neighbouring properties. These works could include essential annual servicing of gas appliances and solid fuel appliances (as required by legislation AND FOR YOUR SAFETY). We may take legal action where you do not allow us access. See also clauses 5.1 to 5.3 for more details on our access rights.

3.22. You are advised to obtain a household insurance policy to ensure that your internal decoration to your home and your possessions are adequately covered in case of loss.

The Council insures the building and the Council's fixtures, but your own goods are not covered.

Tenant's Rights

Right to repair (Introductory and Secure Tenants only)

3.23. You have the right to get repairs done on time. In some cases you have a legal "right to repair". Ask the housing officer for more information on our current right to repair policy.

Right to improve (Secure Tenants only)

3.24. You have the right to carry out your own improvements such as installing central heating, a shower or a gas fire. You must get the Council's agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval.) If you make an approved improvement you can ask us to repair and maintain it for you.

4 COMMUNITY RESPONSIBILITIES

Council's Responsibilities

4.1. We will ensure that Council employees, agents and contractors are polite, courteous, and treat people with respect. We will develop a Code of Conduct governing how this will be done (although the Code of Conduct does not form part of this tenancy agreement)

4.2. We will look into your complaints and decide what action to take, and we will give you advice and help in accordance with our Complaints Procedure (although the Complaints Procedure does not form part of this tenancy agreement).

Tenant's Responsibilities

Personal behaviour

4.3. You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.

4.4. You or anyone else living with you or visiting your home must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include: loud music; persistent shouting, persistent arguing and door slamming; dog barking and fouling; offensive behaviour; rubbish dumping; playing ball games close to someone else's property.

4.5. You or anyone else living with you or visiting your home must not harass any other person. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's property or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people; discrimination against minority groups.

4.6. You or anyone else living with you or visiting your home must not inflict or threaten violence against any other person in the household. You, and they, must not harass or use mental, emotional or sexual abuse to make anyone who lives in the household leave the home.

4.7. You or anyone else living with you or visiting your home must not inflict or threaten domestic abuse. Domestic abuse can be considered grounds for eviction. Evidence of domestic abuse for eviction purposes does not need to rely on a criminal charge.

4.8. You or anyone else living with you or visiting your home must not use your home, any communal area or locality for any illegal or immoral activity such as selling drugs.

4.9. You or anyone else living with you or visiting your home must not at any time subject Council employees, agents, contractors or Councillors in the course of their duty, to any physical or verbal abuse. Examples of physical abuse include any actual or threatened assault, attack, violent act, or aggression. Examples of verbal abuse include any unreasonable and/or unlawful verbal attack which causes or is likely to cause alarm, distress or intimidate.

5 USING YOUR HOME

Council's Responsibilities

Right of access

5.1. The Council (and any of its agents or people otherwise authorised by it) has the right of access to your home at all reasonable times for the purpose of:

5.1.1. inspecting your home, the building or any neighbouring properties and/or to carry out any works which the Council think are necessary to these areas (including, in Independent Living schemes, checks to test that the emergency equipment serving you and your home (including your pendant and fire alarm), are properly connected and functioning),

5.1.2. undertaking a tenancy audit or compliance check.

5.1.3. Showing around prospective tenants in accordance with clause 8.4.

In all cases we will give at least 24 hours' notice in writing (except in an emergency).

5.2. In an emergency officers of the Council or any other person authorised by the Council may enter your home, to inspect equipment or to carry out any works required either to your home, the building or any neighbouring properties, whether you are at home or not, using any means necessary; but upon completion of their work or inspection your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.

5.3. You agree to allow us, during the last four weeks of the tenancy, to show prospective tenants around your home, or pre inspect your home, or arrange for photographs to be taken to allow the property to be marketed to new prospective tenants. All such visits will be at reasonable times and upon reasonable notice of at least 24 hours.

5.4. **INDEPENDENT LIVING PROPERTIES ONLY:** The independent living officer attending your home in order to undertake your weekly check in (or any other occasional or regular check ins which are reasonably deemed necessary), will use their key to access your home if you do not respond to calls. This is for your own safety.

5.5. **INDEPENDENT LIVING PROPERTIES ONLY:** The Independent Living Officer may also use their key to enter your home at any time in an emergency. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.

Tenant's Responsibilities

Occupying your home

5.6. You must use your council property as your only or main home.

5.7. You must tell the housing officer if you will be away from home for more than a month.

5.8. You must not have more people living in your home than the maximum number allowed. The number (permitted number) is shown in this agreement.

5.9. If you want someone, who was not part of your household when you first moved in, to stay (temporarily or permanently), you must get our written permission first. This

includes children, relatives, friends, and guests. We will not refuse permission unless there is good reason. Please also see clauses 5.12 and 5.13 below on paying lodgers and subletting.

5.10. **INDEPENDENT LIVING PROPERTIES ONLY:** This tenancy has been entered into in order to facilitate the provision of support to you. The nature of this provision and your obligations in relation to it are set out in a your support plan. Your support plan will be reviewed annually and in the event that a change of circumstances occurs, and these reviews will be undertaken in person. The support plan may also be reviewed by the support provider once every 6 months. Because the provision of support is fundamental to this tenancy, it will be regarded as a breach of tenancy if you withdraw from or breach the your support plan.

5.11. **INDEPENDENT LIVING PROPERTIES ONLY:** If your home is part of an Independent Living scheme you agree to a minimum of two contacts a week with an Independent Living officer.

Right to take in lodgers (Secure Tenants only)

5.12. You have the right to take in lodgers. A lodger is someone who lives in your home and pays you money to do so, but they do not have exclusive rights to any one part of it. They will generally get some sort of service from you such as cooking or cleaning. You are required to carry out a "Right to rent" in accordance with Government guidance at https://www.gov.uk. Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.

Right to sublet part of your home (Secure Tenants only)

5.13. You have the right to sub-let, but you must get the Council's agreement in writing first. Sub-letting means that someone pays you to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of your home.

You are required to carry out a "Right to rent" in accordance with Government guidance at https://www.gov.uk. Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.

Businesses

5.14. You or anyone living with you or visiting your home must not run a business from your home without first obtaining written permission from the Council. Permission will not be unreasonably or unduly withheld. However, the Council may refuse permission where it determines that the business could cause a nuisance, disturbance or annoyance to others, or might damage the property or its surroundings (for example, using the garden for the storage of scrap metal).

If permission is granted and the Council later receives concerns or evidence that the business is causing nuisance, disturbance, or damage (or a risk of such), the Council may withdraw its permission.

Nothing in this clause prevents you from "working from home" provided that in doing so you do not breach any obligation in this tenancy in doing so.

5.15. You or anyone else living with you or visiting your home must not place exhibit any notice board or notice visible from the outside of your home or the building advertising any profession, trade, or business, or any good, or services.

Gardens

5.16. You must keep your garden tidy. You must cut any grass and prune hedges regularly in the growing season and weed the borders. If you leave items or rubbish in your garden we may request in writing that you do remove them.

5.17. If you do not comply with these requirements the Council may undertake whatever work is necessary to put your garden in a proper state and charge you for that work. The Council, or its agents may enter your garden, on giving 24 hours' notice, at any reasonable time for this purpose.

5.18. You or anyone else living with you or visiting your home should not put up or take down any fence or wall without the prior written permission of the Council.

5.19. You or anyone else living with you or visiting your home must not attach any barbed wire, broken glass or other material to your home which may cause personal injury.

5.20. You or anyone else living with you or visiting your home must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the Council's agreement in writing. (You are also responsible for obtaining any planning and building regulation approval.)

5.21. **INDEPENDENT LIVING PROPERTIES ONLY:** If your home is part of an Independent Living scheme, you must not restrict access to the communal areas.

5.22. **INDEPENDENT LIVING PROPERTIES ONLY:** You must request permission from us before carrying out any planting in communal gardens or other communal areas, and work with officers to agree a plan.

Balconies (if any)

5.23. You must keep any private balcony area which is part of your home in reasonable order, in a tidy condition and free from rubbish.

5.24. You must not light fires or place or use any barbeque, fire pit or other heating or lighting apparatus on the balcony.

5.25. You must not store or keep any items or belongings on the balcony area (including storing water) other than a reasonable lightweight table and chairs suitable for outdoor use.

5.26. You must not make any alteration, improvement or addition to the balcony (including erecting or installing any aerial, satellite dish or any similar telecommunication transmission or reception apparatus) without our prior written consent.

Care of the property

5.27. You or anyone else living with you or visiting your home must not damage, deface or put graffiti on Council property or any property in the locality. You may be charged for the cost of removal of the graffiti, or for any repair or replacement necessary.

5.28. You or anyone else living with you or visiting your home must not keep mopeds, motorbikes, eBikes, eScooters or mobility scooters inside your home, on balconies or in indoor communal areas (entrance halls, stairs, and landings) and these can only be kept in a designated storage space for them. You must obtain our prior written consent (not to be unreasonably withheld or delayed) before using any designated storage space in accordance with this clause. Mobility scooters, e-bikes, e-scooters and other powered mobility devices are subject to the Council's Mobility Scooter Policy and Fire Safety Policy. Tenants must comply fully with these policies, including requirements relating to storage, charging, servicing, and obtaining written permission before acquiring or storing such equipment.

5.29. You or anyone else living with you or visiting your home must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas (other than those amounts usually required for normal domestic use).

5.30. You or anyone else living with you or visiting your home must not tamper with the supply of gas, electricity or water, any other services, meters, smoke or carbon monoxide detectors or any community alarm equipment that has been installed in your home or at the building.

Pets

5.31. If you live in one of our general needs properties, you may keep domestic pets, such as one dog, one cat, caged birds, fish, or small mammals if they are well cared for and kept under proper control. You must obtain the permission of the Council before keeping any other animals.

5.32. **INDEPENDENT LIVING PROPERTIES ONLY:** You must obtain the permission of the Council before keeping any pet.

5.33. You must not keep animals which are prohibited by the Dangerous Dogs Act 1991 and Dangerous Wild Animals Act 1976, or any other legislation relating to the keeping of dangerous animals.

5.34. Your pet or pets must be well cared for, kept under proper control and not permitted to annoy, cause nuisance or frighten other people.

5.35. You must not breed animals or birds at your home without the Council's agreement in writing.

5.36. You or anyone else living with you or visiting your home must not keep any animal that the Council decides is unsuitable for your home. If you are in any doubt at all ask the housing officer.

5.37. If you live in a flat, maisonette or bedsit where you share any entrance with another household you may not keep a pet without the Council's agreement in writing.

Vehicles

5.38. You or anyone else living with you or visiting your home must not park a vehicle anywhere on your property except on a driveway or paved area intended for parking. You must not park a commercial vehicle, caravan or motor home on the garden, driveway, paved area around your home or on any communal parking areas without the Council's agreement in writing. You and your visitors must not park anywhere that would obstruct emergency services.

5.39. You or anyone else living with you or visiting your home must not carry out major vehicle repairs or park an unroadworthy vehicle on your property, on the land around your home, or on the road.

5.40. You or anyone else living with you or visiting your home must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

Communal areas

5.41. You or anyone else living with you or visiting your home must co-operate with the Council and your neighbours to keep any communal areas free of obstruction, clean, tidy and clear of items (for example cupboards, bikes, eBikes, eScooters, pushchairs, mobility scooters) and rubbish. If we have to remove your belongings or rubbish, we may charge you our reasonable costs reasonably incurred in doing so.

5.42. You or anyone else living with you or visiting your home must not store or charge eBikes, eScooters or mobility scooters in any internal communal area.

5.43. You or anyone else living with you or visiting your home must not interfere with security and safety equipment in communal blocks - doors should not be jammed open and strangers should not be let in without identification.

5.44. You or anyone else living with you or visiting your home are prohibited from smoking tobacco, e-cigarettes or any other substance in any communal area. Smoking is also prohibited in your home whenever any of the Council's employees, agents and other authorised personnel are attending.

Flats, maisonettes, and bedsits

5.45. If you live in a flat, maisonette, or bedsit you must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a suitable alternative floor covering that has similar noise reducing qualities. You must not use any hard surface flooring materials. Examples of hard surface flooring materials include laminate flooring, and ceramic tiles. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the Council.

6 TENANT INVOLVEMENT

Council's Responsibilities

Right to be consulted

6.1. We must ask your views about any of the Council's housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for your home or your area. We will involve you or your tenants' group in local housing issues.

6.2. We must ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.

6.3. We will send you a housing report every year that describes our work and performance. It will tell you how the service is paid for and how your money is spent.

6.4. If you need to make a complaint, you can do so via our Complaints Policy. Details of our Complaints Policy can be obtained from the housing officer or our website.

Tenant's Rights

Right to Information

6.5. You have a 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 and transfers, and our performance as a landlord.

Tenants' Groups

6.6. You have the right to join a local tenants' group. Ask the Community Engagement Team for information about groups in your area or about how to start one.

Right to Manage

6.7. The Housing (Right to Manage) Regulations 2012 allow tenants' or residents' organisations to set up Tenant Management Organisations (TMOs) and to take on the responsibility for the day-to-day management of their estates.

6.8. To use the Right to Manage, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.

Right to Transfer

6.9. A Tenant Group can serve notice under The Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 proposing the transfer of their estates to a resident-controlled community landlord.

6.10. To use the Right to Transfer, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.

7 MOVING HOUSE

Tenant's Rights

7.1. You have the right to apply to move to another council home. You will have to go on the rehousing waiting list. The right to apply for rehousing does not imply or guarantee that you will be rehoused. An offer of a new home depends on the urgency of your housing need, how long you have been waiting and what accommodation is available. You may not be allowed to transfer to another council home if:

- You owe any rent
- Your property and garden are in poor condition
- You have made improvements or alterations without our written agreement (we may tell you to return the home to how it was before)

7.2. You have the right to see our rules for deciding who gets offered a council home. You also have the right to a free copy of a short summary of these rules. Ask a housing officer for details.

Right to Exchange (Secure Tenants only)

7.3. You have the right to swap your home (called a "mutual exchange") with another qualifying tenant of the Council, a housing association or another local council. You must get the Council's agreement in writing first. Examples of where we can refuse permission include:

- One of the homes would be overcrowded - the housing officer will tell you the maximum number of people allowed
- The Council is taking legal action to get possession of the home of any of the tenants involved
- The exchange would mean that a home designated for special needs, e.g. for elderly or disabled people would have no-one living there who had those special needs
- The exchange would mean that a home with design features for the physically disabled would have non-one living there with physical disability
- One of the homes would be too large for the new tenants

Please note that the above summary list is provided for convenience only, and that in practice the full grounds for refusal (as set out at Schedule 3 to the Housing Act 1985) will apply.

7.4. We also set certain conditions that you must meet before the exchange can go ahead:

- You must not owe any rent
- Your property and garden must be in good condition
- If you have made improvements or alterations without our written agreement you must return the home to how it was before

7.5. If you do exchange without our written agreement we will take legal action to evict you. You will not be able to return to your original home and may not be offered alternative housing.

8 ENDING YOUR TENANCY

Council's Responsibilities

Service of notice

8.1. Any notice that the Council may wish to serve on you shall be validly served upon you if they are personally handed to you, they are left at or sent by post to your usual or last known address (or by email to a specified email address, where you have consented to service in this form).

Tenant's Responsibilities

Tenancy Termination

8.2. You must notify the housing office in writing at least four weeks before you want to leave your home. The notice must end on a Monday.

8.3. You must pay rent until the tenancy is terminated.

8.4. Upon receiving at least 24 hours' notice you must allow the Council accompanying a prospective tenant access to view the property during normal working hours.

8.5. You must return all keys to us by 12 noon on the day your notice expires to end the tenancy. If you hand the keys in after this time the Council reserves the right to charge for use and occupation of the property or to change the locks at the property and recharge you for our reasonable costs.

8.6. If you do not hand all the keys in on termination of the tenancy the Council will recharge you with the cost of replacing the keys or, where necessary, the cost of changing the locks.

8.7. You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. Any furniture packages which you have leased, must be returned to the relevant provider so as to be out of the property by the tenancy end date.

8.8. You must not leave any of your own items in the property. If items are left in the property the Council will dispose of them and you will be responsible for all reasonable costs of disposal including removal and/or storage charges.

8.9. You must pay for repair or replacement if damage has been caused deliberately or by your own neglect (including decoration). You will not have to pay for normal wear and tear.

8.10. You must not leave anybody else living in your home when you move out.

8.11. If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice. The notice will end the whole tenancy.

Pass on (assign) the tenancy

8.12. You cannot pass on (assign) the tenancy to somebody else unless:

- You are ordered to do so by a court in family law or civil partnership proceedings
- Under the right to exchange, but only with the written agreement of the Council (Secure Tenants only)
- It is to a person who would be legally entitled to succeed to the tenancy, but only with the written agreement of the Council. The Council will not agree to the passing on of the tenancy where your home would be under-occupied. (both Introductory and Secure Tenants)

Tenant's Rights

Right to compensation for improvements (Secure Tenants only)

8.13. You have the right to compensation for certain improvements (which are specified in law) that you may have made to your home. The details of the Right to Compensation are available from us. You should make a claim when you give the Council notice that you are leaving your home.

Rights to succession

8.14. If you have a joint tenancy, the other joint tenant will automatically take over the tenancy when you die. But if you are the only tenant, there are rules about who the tenancy can be passed on to. The legal process is called succession.

8.15. Your tenancy can be passed on to your spouse, civil partner or partner, as long as they have been living in your home at the time of your death.

8.16. If you do not have a spouse, civil partner or partner living with you, the tenancy may pass on to a close relative who must have been living with you for a period of twelve months before your death, and who occupied the house as their only or main home at the time of your death. A close relative is defined as parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece and step-relations.

8.17. If more than one person qualifies equally and they cannot agree between themselves, then the Council will decide who should take over the tenancy. The tenancy can only be legally transferred once, so when a member of your family has taken over the tenancy, there is no further right. However, the Council will consider further applications sympathetically.

8.18. If the tenancy passes to a close relative, and the property is bigger than they need, then the Council may offer them an alternative property.

Other successions

8.19. If you die and no one in your household has the legal right to succeed to the tenancy, the Council will consider sympathetically an application for the tenancy from a member of the household who had a long term commitment to the home prior to your death. The Council may offer them alternative accommodation where the property is bigger than they need.

I/we (the tenants) have been given an opportunity to read the terms and conditions of this tenancy agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed (tenant 1) .....

Signed (tenant 2) .....

Signed (authorised officer) .....



DO NOT DESTROY THIS DOCUMENT

This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future.

Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website (www.lancaster.gov.uk).