

Secure

Tenancy Agreement

EXTRA CARE

between

THE COUNCIL OF THE BOROUGH OF DARLINGTON
(The Council) and

(the Tenant/s)

in respect of the property at:

(address of Property)

If you have difficulty reading this publication please ask for a large print or a copy in braille. Your housing officer may be able to help if you have other difficulties reading or understanding this booklet or any other Housing leaflet or form.

Secure Tenancy Agreement

Definitions

Emergency Services

The Police, the Fire Brigade and the Ambulance Service.

Exchange

To swap tenancies with another person.

Fixtures and Fittings

All appliances and furnishings in the property including installations for supplying or using gas, electric and water.

Flat

A home which forms part of a building.

Furniture

All the furniture we rent to you with the property. We have attached a list of the furniture we give to you with the property to this tenancy agreement.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

Improvement

Any alteration or addition to the property.

Local Areas

The whole of the estate the property is on including privately-owned or housing association properties and all other Council estates within Darlington Borough Council.

Lodger

A person who pays you money to let them live in the property.

Maisonette

A flat with more than one floor.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, and housing association tenants.

Partner

A husband, wife, or someone who lives with you as husband or wife.

Property

The property you live in, including any garden, but not including any shared areas.

Relative

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children.

Secure Tenant

Secure tenants have a right to stay in the property and cannot be removed unless the Court grants an 'Order of Possession'

Shared Areas

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

Sublet

Giving another person the right to live in part of the property.

Vehicle

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

We, us, our

Darlington Borough Council

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.

Meals

These are daily meals provided by the Council at the current advertised times.

Secure Tenancy Agreement

Please read this agreement carefully before signing it. If there is anything you do not understand you should contact your Housing Officer. A large print or braille copy can be obtained from your Housing Officer. By signing this agreement you are agreeing to become our tenant and as such the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.

If you do not understand anything in this Agreement you may want to seek independent advice from a Solicitor or the Citizens Advice Bureau, before you sign.

About Your Tenancy Agreement

This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply :-

- You break any conditions of this agreement. If you do, we will take legal action to force you to meet the conditions, or we will ask the Court for permission to evict you.
- We built or adapted the property for a physically disabled person, and you no longer need that type of home; and we need the property for someone else with special needs.
- We need to demolish, rebuild or carry out major repairs to your property which we cannot do unless you move out.
- In these cases we will provide you with suitable alternative accommodation.
- You stop using the property as your main (or principal) home

Secure Tenancy Agreement

Address of Property:

The Tenants:-

- 1)
- 2)
- 3)

N.I. Number :-

Tenancy Starts On:

Introductory Tenancy

Date Secure Tenancy to Commence

Number of Keys Given

Weekly Rent

Please read this agreement and sign below:

The information I gave in the Housing Application Form was and still is true. I understand and agree to the conditions of this tenancy agreement.

I have received a copy of the Repairs Handbook.

The following additional Agreements were also signed.

Supported Tenancy Agreement/Furnished Tenancy Agreement (delete if not applicable)

Tenants : Signatures

- 1)
- 2)
- 3)

Dates:

Council officer's Signature

Dates:

33. Written Permission

You must get our written permission before you do any of the following:-

- (a) Let people stay at your property for more than four weeks who you did not tell us about on the housing application
- (b) Carry out alterations to the property
- (c) Put a greenhouse or shed in the garden
- (d) Put a garage on the property
- (e) Fit a CB aerial or satellite dish
- (f) Build a parking space or drive
- (g) Remove, alter or replace any walls or fences
- (h) Sub-let any part or whole of the property
- (i) Exchange or transfer your home
- (j) Keep unsuitable animals, more than one dog and cat and livestock
- (k) Building a pigeon cove or aviary
- (l) Decorate the outside of your house
- (m) Run a business from your home

To apply for written permission please write to your Local Council Office. Even if we give our written permission, you may still need planning permission and to meet building regulations. We may withdraw our permission if a nuisance is caused. Permissions are not only to safeguard the property, but also to make sure that any work done could not injure you and your family.

Council's Rights & Responsibilities :-

34. Ending your tenancy

The Council will only seek to end your tenancy after serving you with notice and issuing Court proceedings for breach of the terms of this Agreement or where otherwise provided for by law. It will be up to a Judge to decide whether to end your tenancy and give the Council possession of the property. If you lose your Tenancy through your own fault or neglect the Council will consider you to be intentionally homeless and may refuse to offer you another tenancy.

The Council may also require possession of your home for other reasons, such as to demolish, rebuild or refurbish it. In these circumstances, which are laid down in law, the Council will provide you with suitable alternative accommodation.

35. Repairs

We are responsible for repairs to the structure and exterior of the property, the main services and landlord's fixtures and fittings. We reserve the right for our employees and anyone authorised by us to fix or place cables, pipes, brackets and other apparatus on, over across or under the premises and to inspect and maintain them.

We will make reasonable arrangements for access, but in an emergency may enter without giving notice. We accept responsibility to meet the cost only of those repairs which are the result of fair wear and tear. Any other repairs will be your responsibility, including any damage caused by a member of your household or a visitor. Any necessary additional work may be charged to you in

accordance with Council policy.

For more information please refer to the Repairs Handbook.

36. Decoration

We will periodically decorate the outside of your home and any shared parts.

37. Help and Advice

We will give you help and advice if you tell us you are a victim of anti-social behaviour. Please ask your Housing Officer for more information.

38. Consultation

We will consult with tenants on matters which affect their tenancies or homes and environment and will take their wishes into account when making a decision.

39. Equal Opportunities

We will ensure that all services provided us or on our behalf will be made available to all individuals and groups equally without discrimination and that all service users are treated with respect in accordance with the Council's policy.

40. Complaints

We shall investigate all complaints received under the terms of the Council's complaints procedure.

41. Serving Notices

By Us

We will deliver all letters and written notices to you by :

- Delivering it to you personally
- Delivering it to your home, or last known address
- Sending it by first class post to your home
- Any other method approved by law

We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand.

By you

If you want to serve a notice on us, (including notices in legal proceedings), it must be served upon the Director of Community Services, Darlington Town Hall, Feethams, Darlington. DL1 5QT

- Any other reason under The Housing Acts of 1985 and 1996 or any future law.

TENANTS RIGHTS

1. Right to live in the property

This agreement gives you the right to live in the property (this is called Security of Tenure). This will continue as long as you occupy the property as your main home and do not break this agreement.

2. Right to live without Interference

You can live in the property without interference from us (this is called quiet enjoyment) as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions of this Agreement. If any of the conditions are broken, we may apply to the Court to end your tenancy.

3. Right to Repair

You have a right to have your property kept in repair. Repairs will normally be carried out by us or our agents. In certain circumstances you may also have the right to arrange your own repairs. These circumstances are set out in the Repairs Handbook. If you arrange your own repairs for reasons which are not set out in the Repairs Handbook you may not be reimbursed. You also have the right to compensation in certain circumstances if repairs are not carried out within a reasonable time or to a reasonable standard.

4. Improvements

You have the right, with written permission from us, to carry out improvements. You should get written permission from us before commencing work. Planning permission or building regulation approval may also be needed and this should also be obtained before starting work. You may be eligible to receive compensation for certain authorised improvements when your Tenancy ends.

5. Succession

When you die your tenancy may pass to your husband, wife or partner if they lived with you in the property at the time of your death. This is called 'succession'. If you do not have a husband, wife or partner, or if you do not want your tenancy to pass onto them, it can pass to a relative, if they had been living with you continuously for the 12 months before your death.

Relatives include parents, children, grandparents, grandchildren, brothers, sisters, aunts, uncles, nephews, nieces, step relatives and adopted children.

By law, a second succession is not possible, but in certain circumstances, for example sons or daughters or other close relatives who have always lived with you, we may pass the tenancy to a relative. Ask your Housing Officer for more information.

If your tenancy passes to a relative when you die, and the property is larger than your relative needs, or of a certain type, we may move them to another suitable

property. If the property passes to your partner when you die, we will not try to move them out if they want to stay in the property.

6. Consultation

You have the right to be consulted, and fully informed of any proposals for changes in your conditions of tenancy or any housing management proposals which are likely to affect you and your household. Rent and service charges can be altered without consultation, but you will be given Notice of not less than 4 weeks.

7. Information

You will receive a newsletter containing information on the performance of Housing Services and other issues. Subject to the payment of an administrative fee you have the right to see information held about you in accordance with the rights set out in the Data Protection Act 1998.

8. Complaints

You have the right to have your complaints investigated under the terms of the Council's complaints procedure.

9. Satellite Dish, Aerials

You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.

10. Right to Buy

Most secure tenants are entitled to the right to buy, however the law exempts some properties from this right. It is the council's view that your accommodation is excluded from the right to buy by virtue of Grounds 10 or 11 of Schedule 6 of the Housing Act 1985.

11. Exchange

Most secure tenants have the right to exchange their home with another Council tenant, a Housing Association tenant or a Council tenant from another Council. It is the Council's view that your home is excluded from the right to exchange by virtue of Ground 9 of Schedule 3 of the Housing Act 1985 which applies.

12. Transfers

You have a right to apply for a transfer to another property. We will prioritise such applications in accordance with our current policy.

13. Lodgers

You have the right to take in lodgers if this does not make the property overcrowded. We will advise you of the maximum number of persons who can stay in the property before it becomes overcrowded. You must tell us the names of all persons living in the property and notify us of any changes.

14. Sub-let

You have the right to sub-let part of your home, but you must get written permission from us first.

15. Ending your Tenancy : Notice Period

You have the right to end your Tenancy by giving four weeks notice.

If you are transferring to another Council or Housing Association property the notice period is 2 weeks.

TENANTS RESPONSIBILITIES

16. False Information

You must give accurate information when applying for a tenancy. We can repossess the property if you (or another person on your behalf) gave false information to get the tenancy.

17. Use of the Property

You are advised to read the Repairs Handbook in order to understand how to care for the property and in order to appreciate what your responsibility is and what repairs are our responsibility.

You must report repairs promptly.

You will be charged for any repairs which, in our opinion, have been caused by the neglect or abuse of the property by any member of your household or any visitors to your home.

You will be charged for the cost of repairs which have been caused to the property by any items that you, members of your household, your relatives or visitors bring onto the property that cause damage. The charges will include Value Added Tax.

You will be charged for inappropriate use made of the emergency call-out system.

18. Unoccupied Property

If the property is left unoccupied for sometime, we may assume that it has been abandoned. If you are going to leave the property unoccupied for more than four weeks you must notify us in writing and inform us when you are going away and when you will return. If you leave the property unoccupied for long periods without good reason we may require the Tenancy to be given up.

19. Rent

You will pay the weekly rent and other charges for your home regularly and on time.

Rent is due weekly in advance every Monday. You may pay fortnightly or monthly in advance, if you obtain our prior written permission.

The payment of a service charge, which includes the provision of meals, heating, building cleaning and ground maintenance, is included within your Rent. This means that if the service charge changes we may change your total Rent.

If we change the Rent and other charges, such as for the meals, we must give you at least 4 weeks notice in writing and let you know that you have the right to end your tenancy.

20. Repairs

You are advised to read the Repairs handbook in order to understand how to care for the property and in order to appreciate what your responsibility is and what repairs is our responsibility.

You must report repairs promptly.

You will be charged for any repairs which, in our opinion, have been caused by the neglect or abuse of the property by any member of your household or any visitors to your home.

You will be charged for the cost of repairs which have been caused to the property by any items that you, members of your household, your relatives or visitors bring onto the property that cause damage. The charges will include Value Added Tax.

You will be charged for inappropriate use made of the emergency call-out system.

21. Access

You must allow Council Officers and other authorised people into your home at reasonable hours to inspect conditions, survey or to carry out repairs or other works. The Council will make reasonable arrangements for access, but in an emergency may enter without giving notice.

You may be charged if no-one is at home when either you have requested an emergency call-out or where a firm appointment has been made.

NB You are advised to satisfy yourself of a person's identity before allowing access to your home. All our employees carry an identity card showing the bearer's photograph and all sub-contractors carry with them some form of identification.

22. Overcrowding

You must not cause or permit overcrowding in the property.

23. Anti-Social Behaviour

We are firmly opposed to anti-social behaviour. We will take immediate steps to evict you where you or any other member of your household, or visitors to your home engages in any of the following activities:

- Selling or otherwise distributing or storing, on any Council property, illegal or other controlled substances.
- Keeping an illegal weapon on the property or threatening anyone with an offensive weapon.
- Using the property for any criminal, immoral or illegal purpose, including storing, selling or handling stolen, offensive or illicit goods.
- Drawing graffiti on or otherwise damaging public property. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this Agreement or any other public property.
- Creating or permitting any loud noise which, in the opinion of the Council, causes a serious nuisance.

24. Nuisance, Annoyance or Harassment

You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in your locality. We will take firm action

against you for any nuisance, annoyance or harassment that is caused. This includes the use of any words or the performance of any acts which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

25. Care and Control of Children

You must exercise proper control over all children and young persons in your household or in your care. You must avoid any cause for complaint about the behaviour of these children and young persons. Also, you must not allow any of them to play ball games where this is prohibited.

26. Domestic Violence

You must not use or threaten violence towards anyone living in the property otherwise we may seek to recover possession of the property on grounds of domestic violence.

27. Council Employees and Contractors

At all times you can expect to be treated in a proper and courteous manner by our employees and our agents and you are expected to respond in a similar manner. You must ensure that neither you nor members of your household, or anyone living in or visiting your home abuses, threatens or assaults our employees or agents. If there is any violence or threat of violence to our employees or agents and may decide to undertake emergency repairs only.

28. Pets and Animals

If you have your own garden and you do not share an access or hallway, you may keep such small domestic pets as we consider to be reasonable. A domestic pet means a cat, dog, small caged bird, rodent, rabbit, non-venomous insect, small non-venomous reptile or tanked fish. No other animal will be allowed. If you do not have your own garden and/or if you share an access you will only be allowed to keep tanked fish on the premises, unless you have prior written permission from us to keep any other pet.

We reserve the right to restrict the number of animals you may keep or to require you to remove them altogether. You must not allow any of your pets to cause annoyance, nuisance or to damage the property.

You must not allow your property or garden to become unhygienic due to a build up of your pet's faeces.

29. Care of the Property

You must maintain the inside of your home and keep it clean and well decorated. You must keep all shared entrances, halls, stairways, and landings free from rubbish and personal belongings.

You must:

- dispose of rubbish in a suitable container
- ensure that with regard to the weekly collection any rubbish is put out shortly before collection in order to minimise the interference with rubbish by birds or other animals
- ensure the proper removal of unwanted bulky items

not eligible for the routine collection.

30. Health and Safety

You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property or the locality.

Examples would include, the storage of inflammable materials or fuels in the property or garden, the use of portable gas, oil, or paraffin heaters in the property, interference with equipment for detecting or putting out fires, carrying out unsafe DIY, electrical or other work in the property, throwing things out of windows or balconies.

31. Parking

You, members of your household, or any visitors must not park any motor vehicle or caravan on your property unless you have a properly constructed pavement-crossing and hard standing or a drive. We must give prior written approval before any work is carried out. We may require you to remove any vehicle or caravan causing a nuisance or annoyance to neighbours. You must ensure that those living in or visiting the property park their vehicles or caravans in a considerate manner and do not cause an obstruction or nuisance. Neither should any vehicle be parked nor driven on any footpath, pavement, verge or grassed area. You must not cause or permit the parking of any vehicle exceeding 30 cwt unladen weight on the estate roads or on any car park provided for private cars or on any vacant land on the estate.

32. Ending your Tenancy

You must give four weeks notice in writing, unless you are transferring to another Council or housing association property, in which case the notice period is two weeks. Unless otherwise agreed with us, all tenancies end on a Sunday. All keys must be handed in to the Housing Office no later than 12 noon on the day after the end of the Tenancy. When your tenancy ends, the property must be left in a reasonable state of decoration and repair with all fixtures and fittings intact. The property must be left in a clean and tidy condition. You must remove all your furniture and personal belongings.

You will be charged for the cost of replacement keys, locks and other work required to doors/the door frame due to your failure to return the keys at the end of your tenancy. We reserve the right to charge you with the full cost of any repairs, which need to be carried out after your tenancy has ended. We reserve the right to charge you for the cost of cleaning and the disposal of property or rubbish that you have left behind at the end of the tenancy. You will remain responsible for the rent during the period of notice.

You must allow Council officers and other authorised people access to your property to carry out a pre-termination visit. You must allow prospective tenants access to view the property. We will give you reasonable notice of such visits.