

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 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. In these cases, we will provide you with suitable alternative accommodation.
- 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.
- Any other reason under The Housing Acts of 1985 and 1996, the Localism Act 2011 or any future law.

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 (not furniture which can be removed) 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.

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

Improvement - Any alteration or addition to the property.

Introductory Tenancy - A probationary tenancy which becomes a Secure Tenancy after 12 months unless court proceedings have begun before the 12-month probationary period is over.

Local Areas - The whole of the estate the property is on including privately-owned or housing association properties.

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

Maisonette - A flat with more than one floor.

Meals - These are daily meals provided by the Council in Extra Care schemes.

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 civil partner or someone who lives with you as your husband, wife or civil partner.

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

Rent - In this agreement the word 'rent' means all charges you must pay under the terms of this agreement, including for example, service charges and court costs.

Secure Tenant - Secure tenants have a right to stay in the property and cannot be removed unless the Court grants an

'Order of Possession' - Security of tenure
Your right to live in your home as long as it is your only or main home.

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.

Tenants' Rights

1. Flexible Tenancy

If you have been offered a flexible tenancy, in accordance with the Localism Act 2011, we will review this at least eight months before the tenancy is due to end. The criteria that we will use when carrying out the review are set out in the Council's Tenancy Policy. A copy is available at www.darlington.gov.uk/housing/your-tenancy

2. 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.

3. 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.

4. Right to Repair

You have a right to have your property kept in a good state of 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 that are not set out in the tenant's 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 timescale or to a reasonable standard.

5. Improvements

Introductory Tenants do not have the right. You have the right 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 the work. You may be eligible to receive compensation for certain authorised improvements when your Tenancy ends. This does not apply to tenants with a Flexible Tenancy.

6. Succession

Introductory Tenants do not have the right. When you die your tenancy may pass to your husband, wife or your partner if they lived with you in the property at the time of your death. This is called "succession". The Localism Act 2011 states that a second succession is not possible.

7. 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.

8. 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.

9. Complaints

You have the right to have your complaints investigated under the terms of the Council Housing Complaints and Comments procedure.

10. 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.

11. Right to Buy

Introductory Tenants or Extra Care Tenants do not have the right.

With certain exceptions, you have the right to buy if you are a secure tenant of a "Right to Buy Landlord" You do not have the Right to Buy until you have spent at least 5 years as a public sector tenant. A public sector tenant is a tenant whose landlord is either a "Right to Buy Landlord" or one of the public bodies listed on the back of the RTB 1 application form.

12. Exchange

Introductory Tenants or Extra Care Tenants do not have the right.

You have the right to exchange your home with another Council tenant or a Housing Association tenant. You must get our written permission first and we may refuse an exchange if you or the persons you want to exchange with do not meet certain conditions. Please ask your Housing Officer for more information.

13. Transfers

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

14. Lodgers

Introductory Tenants do not have the right.

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

15. Sub-let

Introductory Tenants do not have the right.

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

It is a criminal offence to illegally sub-let your home. The offence of knowingly breaching an express or implied term of a tenancy by unlawfully sub-letting the whole or part of the property in circumstances where the tenant is no longer using it as his only or principal home carries a maximum sentence of a fine of up to £5000.

The offence of dishonestly breaching an express or implied term of a tenancy by unlawfully sub-letting the whole or part of the property in circumstances where the tenant is no longer using it as his only or principal home carries a maximum sentence of two years imprisonment and/or a fine.

16. Ending your Tenancy

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

Tenants' Responsibilities

17. 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.

18. Use of the Property

You must make the property your only (or principal) home. You must not use the property or allow it to be used for purposes other than a dwelling, for instance by running a business from your house, without the prior written permission from us.

19. Unoccupied Property

If the property is left unoccupied for some time, 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.

20. Rent and Other Charges

If you are a joint tenant, you are jointly and severally liable for paying the rent and other charges and any arrears. The joint tenancy continues whether or not both parties live in the home. If one tenant leaves, we can still recover any amount owing from the absent and remaining tenant unless either tenant takes steps to terminate the tenancy.

We can change any of the charges by giving you one month's written notice, telling you the date the changes will start from.

If we take you to court, we will add all court costs to your rent account.

You must also pay any rent or housing related debt you owe us from any previous Darlington Borough Council tenancies. We will make arrangements with you to repay this amount.

If we owe you compensation for any reason and you owe us money for rent and service charges, we will use your compensation to help you pay the money you owe us.

If you leave your home for any reason without paying all rent or any service charges due, and without making an arrangement to pay, we may give your details to a debt collection agency to help us recover any money you owe us.

21. 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 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.

You are responsible for the cost of any repairs required following lawful entry by the Police to detect and prevent crime.

The charges will include Value Added Tax. You will be charged for inappropriate use made of the emergency call-out system.

22. Access

You must allow Council Officers and other authorised people into your home at reasonable hours to inspect conditions, survey or to carry out inspection of installations such as gas, electricity and water; 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.

You must allow us access to carry out an annual gas service. If you do not, then appropriate legal proceedings will be taken against you to enable the service to take place.

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.

23. Overcrowding

You must not cause or permit overcrowding in the property.

24. 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:

- (a) Selling or otherwise distributing or storing, on any Council property, illegal or other controlled substances.
- (b) Keeping an illegal weapon on the property or threatening anyone with an offensive weapon.
- (c) Using the property for any criminal, immoral or illegal purpose, including storing, selling or handling stolen, offensive or illicit goods.
- (d) 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 property.
- (e) Creating or permitting any loud noise which, in the opinion of the Council, causes a serious nuisance.

25. 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.

26. 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.

27. 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.

28. 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.

29. Pets and Animals

You may be able to keep pets at your home, provided you meet certain conditions and have prior written permission from the Council. Your housing officer can advise you on this. We reserve the right to restrict the number of animals you may keep or require you to remove them altogether. You must not allow any pets to cause annoyance, nuisance or damage to the property. You must not allow your property or garden to become unhygienic due to the build-up of your pets' faeces. There is further information in the Pet Policy.

30. 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 all items not eligible for the routine collection (e.g. unwanted furnishing)

31. 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 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.

You must not store anything in shared electric meter cupboards. You must not keep fire doors or security doors open. You must not block or lock any fire doors in your property or areas you share with other households.

32. Gardens and Outbuildings

Not applicable to Extra Care tenants

You must keep the garden of your property in a neat and tidy condition; this includes hedges, shrubs, trees, outbuildings and yards. You must keep any trees, hedges, bushes or grass at a reasonable height and size. You must get our permission in writing before planting or removing any trees in your garden. We are able to offer a limited garden tidy service to tenants who are elderly or receiving state benefits due to their disability.

33. Vehicles

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 drive. Prior written approval must be given by us 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.

You must not park a vehicle in any communal area inside a building.

34. Ending your Tenancy

You must give a minimum of four weeks' notice in writing. If we receive written notice from you, your tenancy will end on the expiry of the notice period, unless otherwise agreed with us in writing. All tenancies end on a Sunday. All keys must be handed in to Housing Services 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 vacate the property by the end of the notice period and remove all your furniture and personal belongings. At the end of the notice period we will take possession of your property. If you do not return all keys, you will be charged for the cost of replacement 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 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 leave behind at the end of the tenancy. You will remain responsible for the rent during the notice period. You must allow Council Officers and other authorized 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.

35. 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 of whole of the property
- (i) Exchange or transfer your home
- (j) Keep any animal, other than a tanked fish, small caged bird, a rodent, a rabbit, non-venomous insects and small non-venomous reptiles
- (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 Housing Services, Town Hall, Darlington, DL1 5QT. Even if we give our written permission, you may still need planning permission and have to comply with 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

36. 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.

37. Repairs

We are responsible for repairs to the structure and exterior of the building, 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. If there is any violence or threat of violence to our employees or agents, we may decide to undertake emergency repairs only.

38. Decoration

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

39. 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.

40. Equal Opportunities

We will ensure that all services provided by 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.

41. Written Notices

We will deliver all letters and notices to you by hand or by leaving them at or posting them to your last known address. We will consider your last known address to be the property this Agreement is for unless you have moved. 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.

42. Insurance

We are responsible for providing Building Insurance to insure against fire, storm damage, etc. You are responsible for providing House Contents Insurance to insure your own possessions, furniture and decor against loss or damage.

