

## Tenancy Agreement Proposed Changes

Section	Current Agreement	Proposed Change
	<p><b>Please read this agreement carefully before signing it.</b> 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.</p> <p>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.</p> <p>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.</p>	<p>Please find a copy of your new tenancy agreement updated in 2021. Your tenancy agreement and this booklet outline your rights and responsibilities as a tenant and those of Darlington Borough Council as a landlord. Your tenancy agreement is a legally binding contract between you and Darlington Borough Council. The agreement will enable you to live in peace and comfort in your home and allow the Council to take effective action against tenants who break the terms of the agreement. I would like to welcome you to your home and wish you a long and happy stay as a tenant of Darlington Borough Council.</p> <p>Welcome Ian Williams Chief Executive</p> <p><i>Contents</i></p> <ol style="list-style-type: none"> <li>1. Definitions</li> <li>2. Introduction</li> <li>3. Introductory tenancies</li> <li>4. Secure tenancies</li> <li>5. Succession, Assignments and Mutual Exchange</li> <li>6. Rent</li> <li>7. The property (your home)</li> <li>8. Living in your community</li> <li>9. Fire Safety</li> <li>10. Maintenance, repairs, improvements, and alterations to your home</li> </ol>

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	<p>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.</p> <p><b>Emergency Services</b> - The Police, the Fire Brigade, and the Ambulance Service.</p> <p><b>Exchange</b> - To swap tenancies with another person.</p> <p><b>Fixtures and Fittings</b> - All appliances and furnishings (not furniture which can be removed) in the property including installations for supplying or using gas, electric and water.</p>	<p>11. Ending your tenancy                      12. False statements                      13. Tenant involvement                      14. Service of notices                      15. How we use your information</p> <p><b>1.1 Anti-social behaviour</b> - Behaviour or conduct causing or likely to cause nuisance, annoyance, harassment, alarm, or distress to a person residing, visiting, or otherwise engaging in a lawful activity in the locality of your home.</p> <p><b>1.2 Assign/assignment</b> - A method for transferring your tenancy to someone else, including by way of mutual exchange with another tenant</p> <p><b>1.3 Common areas</b> - All parts of the property which all tenants share, for example, shared hallways, shared stairs, shared landings, shared laundry rooms, shared gardens, shared paths and walkways, shared bin areas, shared car parking and shared utility meter areas.</p>

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	<p><b>Flat</b> - A home which forms part of a building.</p> <p><b>Furniture</b> - All the furniture we rent to you with the property.</p> <p><b>Garden</b> - Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.</p> <p><b>Improvement</b> - Any alteration or addition to the property.</p> <p><b>Introductory Tenancy</b> - A probationary tenancy which becomes a Secure Tenancy after 12 months unless court proceedings have begun before the 12-month probationary period is over.</p> <p><b>Local Areas</b> - The whole of the estate the property is on including privately-owned or housing association properties.</p> <p><b>Lodger</b> - A person who pays you money to let them live in the property.</p> <p><b>Maisonette</b> - A flat with more than one floor.</p> <p><b>Meals</b> - These are daily meals provided by the Council in Extra Care schemes.</p> <p><b>Neighbours</b> - Your neighbours include everyone living in the local area, including</p>	<p><b>1.4 The Council</b> - Darlington Borough Council; also includes officers of the Council and agents or contractors acting on the Council's behalf.</p> <p><b>1.5 Dwelling house</b> - The parts of the building you use as your residence only, this does not include any garden, communal areas, shed, outbuilding or garages, whether attached or detached from the main dwelling house.</p> <p><b>1.6 Family member</b> - The definition of family member is that set out in the Housing Act 1985.</p> <p><b>1.7 Fixed Term Tenancy and Flexible Tenancy</b> - Tenancy for a fixed period, usually 5 years. These types of tenancies have a definite commencement date and expiry date</p> <p><b>1.7 Fixed Term Tenancy and Flexible Tenancy</b> - Tenancy for a fixed period, usually 5 years. These types of tenancies have a definite commencement date and expiry date</p> <p><b>1.8 Fixtures and fittings</b> - All appliances and furnishings (not removable furniture) including those for supplying or using gas, electricity, and water.</p> <p><b>1.9 Improvement</b> - Any alteration, addition, or structural alteration to your home to make it better or to change it that is made by you or on your behalf, which was not there when you moved in. For example, additional building work inside or outside your home, the erection of aerials or satellite dishes, the installation of new kitchens/bathrooms. This also includes fires and log burners. This also includes new or replacement sheds and/or fences.</p> <p><b>1.10 Introductory tenancy</b> - An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. A probationary tenancy which becomes a secure tenancy after 12 months, unless court proceedings have begun before the 12</p>

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	<p>people who own their own homes, and housing association tenants.</p> <p><b>Partner</b> - A husband, wife or civil partner or someone who lives with you as your husband, wife, or civil partner.</p> <p><b>Property</b> - The property you live in, including any garden, but not including any shared areas.</p> <p><b>Rent</b> - 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.</p> <p><b>Secure Tenant</b> - Secure tenants have a right to stay in the property and cannot be removed unless the Court grants an</p> <p><b>'Order of Possession'</b> - Security of tenure Your right to live in your home if it is your only or main home.</p> <p><b>Shared Areas</b> - The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns, and landscaped areas.</p>	<p>months probationary period is over. We reserve the right to extend your introductory tenancy.</p> <p><b>1.11 Allocation policy</b> - The Council's allocations scheme setting out how it lets its homes. A copy is available on the Council's website.</p> <p><b>1.12 Lodger</b> - A lodger is a person who lives in your home but does not have exclusive rights to any part of it</p> <p><b>1.13 Neighbourhood or locality</b> - The local area where you live. The area may include property which is privately owned or rented and property which is owned or managed by the Council or housing associations. The area may include local shops and facilities for example schools, leisure centres and open spaces.</p> <p><b>1.14 The property/your home</b> - The dwelling house, flat, maisonette or other dwelling in which you live, including any garden or land which is for your use exclusively, but excluding any common areas.</p> <p><b>1.15 Secure tenancy</b> - A secure periodic weekly tenancy agreement granted under the Housing Act 1985.</p> <p><b>1.16 Serious offence</b> - An offence listed in Schedule 2A of the Housing Act 1985.</p> <p><b>1.17 Sub-let Letting</b> - another person live in all or part of your home. You are not allowed to sub-let all your property.</p> <p><b>1.18 Succession</b> - When a tenant dies, and either the existing tenant or someone else living at the property, such as a spouse or family member, takes over the tenancy.</p> <p><b>1.19 Tenancy agreement</b> - This agreement which is a legally binding contract. It consists of this booklet and your signed agreement.</p>

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	<p><b>Sublet</b> - Giving another person the right to live in part of the property.</p> <p><b>Vehicle</b> - A car, bus, lorry, motorbike, bike, boat and so on.</p> <p><b>We, us, our</b> - Darlington Borough Council</p> <p><b>Written Permission</b> - A letter from us giving you permission to do certain things.</p> <p><b>You</b> - The tenant, and in the case of joint tenants, any one or all the joint tenants.</p>	<p><b>1.20 Tenant handbook</b> - A handbook containing useful information for tenants (such as contact telephone numbers) but which does not form part of this tenancy agreement.</p> <p><b>1.21 Terms and conditions</b> - Any or all the sections of this tenancy agreement.</p> <p><b>1.22 Written permission</b> Confirmation in writing from the Council giving you permission to do something. Any permission sought will not be unreasonably withheld but may be given subject to reasonable conditions and may be withdrawn if those conditions are not met. Permission must be given in writing to be valid.</p> <p><b>1.23 Joint tenancy</b> - The term joint tenancy refers to a legal arrangement in which two or more people rent a property together.</p> <p><b>1.24 Your household</b> You, your family and any other people living in your home including any adult family members, other adults, children, lodgers, and visitors to your home.</p>

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<b>Tenants' Rights</b>		
<b>1. Flexible Tenancy</b>	<p>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 <a href="http://www.darlington.gov.uk/housing/your-tenancy">www.darlington.gov.uk/housing/your-tenancy</a></p>	<p><b>Section 4. Secure &amp; flexible tenancies,</b> Proposed re-wording to improve understanding and ease of information. More definition added to description of a flexible tenant, meaning has not altered.</p>
<b>2. Right to live in the property</b>	<p>This Agreement gives you the right to live in the property (this is called Security of Tenure). This will continue if you occupy the property as your main home and do not break this agreement.</p>	<p><b>Section 7. The property – your home.</b> Proposed re-wording to improve understanding and ease of information. More definition added to sub sections, living in your home, being away from your home &amp; abandonment</p>
<b>3. Right to live without interference</b>	<p>You can live in the property without interference from us (this is called quiet enjoyment) as long as you,</p>	<p><b>Section to be removed</b> Proposed re-wording added to section 7. The Property – your home</p>

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	<p>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.</p>	
<p><b>4. Right to Repair</b></p>	<p>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</p>	<p><b>Section to be removed</b>  <b>Proposed re-wording to be incorporated into section 10.</b>  <b>Maintenance, repairs, improvements &amp; alterations to your home.</b>  <b>More definition added to description of repairs however meaning has not altered.</b></p>

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	<p>also have the right to compensation in certain circumstances if repairs are not carried out within a reasonable timescale or to a reasonable standard.</p>	
<p><b>5. Improvements</b></p>	<p><i>Introductory tenants don't have the right.</i> 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 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.</p>	<p><b>Section to be removed</b>  <b>Proposed re-wording incorporated into section 10. Maintenance, repairs, improvements &amp; alterations to your home. More definition added to description of repairs however meaning has not altered.</b></p>
<p><b>6. Succession</b></p>	<p><i>Introductory Tenants do not have the right.</i> When you die your tenancy may pass to your husband, wife, or your partner if they lived</p>	<p><b>Section 5. Succession, assignment &amp; mutual exchange</b>  <b>Proposed re-wording to improve understanding and ease of information. More definition added to description of succession however meaning has not altered.</b></p>

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	<p>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.</p>	
<p><b>7. Consultation</b></p>	<p>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.</p>	<p><b>Section 13. Tenant involvement</b></p> <p>3.1 We will 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 the property or your area. We will involve you or your tenants' group in local housing issues.</p> <p>13.2 We will publish an annual report that describes our work and performance. It will tell you how the service is paid for and how your money is spent.</p> <p>13.3 We will deal with your complaints efficiently and effectively. If you need to make a complaint you can contact the Council. Complaints will be dealt with in accordance with the Council's complaints procedure.</p> <p>13.4 We will ask your views about any changes to this tenancy agreement (other than changes to rent or charges) and you will be told in writing if any changes are to go ahead.</p> <p>13.5 You have the right to start or join a local tenants' group. Ask the Council for information about groups in your area or about how to start one</p> <p><b>See also Section 10. Maintenance, repairs, improvement &amp; alterations to your home, sub section 10.24</b></p> <p>Consultation 10.24</p>

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		The Council will consult tenants who are likely to be substantially affected by any proposed major repairs and/or improvement schemes.
<b>8. Information</b>	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.	<b>Section 15. How we use your information</b> Proposed re-wording to improve understanding and ease of information. More definition added to description of Information however meaning has not altered.
<b>9. Complaints</b>	You have the right to have your complaints investigated under the terms of the Council Housing Complaints and Comments procedure.	<b>Section to be removed and incorporated into section 10. Maintenance, repairs, improvements &amp; alterations to your home</b>
<b>10. Satellite Dish, Aerials</b>	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.	<b>Section to be removed and incorporated into Section 8. Living in your community</b> Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.
<b>11. Right to Buy</b>	<i>Introductory tenants or Extra Care tenants do not have the right.</i> With certain exceptions, you have the right to buy if you are a	<b>Section to be removed and re-wording incorporated into Section 4. Secure &amp; flexible tenancies.</b>

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	<p>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 RTB1 application form.</p>	<p>Proposed re-wording to improve understanding and ease of information. More definition added to description of Right to Buy however meaning has not altered.</p>
<p><b>12. Exchange</b></p>	<p><i>Introductory Tenants or Extra Care Tenants do not have the right.</i></p> <p>You have the right to exchange your home with another Council <i>tenant</i> 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.</p>	<p><b>Section to be removed and rewording incorporated into Section 5. Succession, assignment &amp; mutual exchange</b></p> <p>Proposed re-wording to improve understanding and ease of information. More definition added to description of Right to Buy however meaning has not altered.</p>
<p><b>13. Transfers</b></p>	<p>You have a right to apply for a transfer to another property. We will prioritise such applications in accordance</p>	<p><b>Section to be removed and re-wording incorporated into Section 11. Ending your tenancy, sub section 11.13 moving to another council property</b></p>

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	with our current allocations policy.	Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.
<p><b>14. Lodgers</b></p>	<p><i>Introductory Tenants do not have the right.</i>            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</p>	<p><b>Section to be removed and re-wording incorporated into Section 7. The property - your home</b>            Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>
<p><b>15. Sub-Let</b></p>	<p><i>Introductory tenants do not have the right.</i> You have the right to sub-let part of your home, but you must get 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</p>	<p><b>Section to be removed and re-wording incorporated into Section 7. The property- your home</b>            Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

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	<p>using it as his only or principal home carries a maximum sentence or a fine of £5,000.</p> <p>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 2 years imprisonment or a fine.</p>	
<p><b>16. Ending Your Tenancy</b></p>	<p>You have the right to end your tenancy by giving 4 weeks' notice.</p>	<p><b>Section 11. Ending your tenancy</b>  Your responsibilities when ending your tenancy  11.1 If you intend to end your tenancy, you must give the Council at least four weeks clear written notice that you want to end the tenancy. Your tenancy will end on the expiry of the notice period unless otherwise agreed by the Council in writing. All tenancies end on a Sunday, all keys must be returned no later than 12pm on the day after the tenancy ends. You may hand your keys in before your notice period expires but you may be charged rent for the whole period. You agree that the Housing Officer may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf. If you leave the property after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you.</p>

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		<p>11.2 Once you have given this notice you must allow Council staff access to the property (at a pre-arranged date) for an inspection. In some cases, this will involve prospective new tenants accompanying Council staff.</p> <p>11.3 If you are joint tenants either of you can end the tenancy by giving the Council notice to quit. This will end the tenancy for all joint tenants regardless of who has given the notice. The Council will use the relevant policies to decide if the other joint tenant(s) can stay in the property with a new allocations agreement. There is no automatic right for the other joint tenants to stay in the property.</p> <p>11.4 You must leave the property, the fixtures and fittings and any furnishings we have provided in reasonable condition when you leave.</p> <p>11.5 You must leave the property, including any garden, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left (including animals) will be cleared by the Council and you must pay the costs incurred by the Council in clearing or storing any property.</p> <p>11.6 You must not leave anybody else living in the property when you move out.</p> <p>11.7 You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the Council in carrying out those repairs. This also includes rectifying any alterations or additions you have made without permission or which have not been carried out correctly or to the correct standard.</p> <p>11.8 You must pay your rent in full before you leave. If you cannot clear your rent in full you must ensure that you leave a forwarding address and make an arrangement to pay the balance.</p>

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		<p>11.9 You must notify utility companies when you move out and provide them and the Council with a copy of your meter reading at the point you move out of the property or you may incur additional charges. 11.10 After you have given notice you cannot withdraw that notice. You can only stay in the property after your notice has expired with the express written permission of the Council, but this will not mean your notice has been withdrawn. In some circumstances the Council may grant you a new tenancy of the property taking the Council’s relevant policies into account.</p> <p>11.11 If you are evicted, abandon the property, or still owe rent or other charges or money for any other payment due under this tenancy agreement when you move out this may affect whether you will be given another Council property in the future.</p> <p>11.12 If you take up another Council tenancy and you owe money from a previous tenancy you agree that those arrears can be transferred from your previous tenancy onto your current rent account, and you will be expected to clear those arrears in addition to payments of current rent. This applies whether you move directly from one tenancy to another (transfer) or whether you left the first property some time ago. Moving to another council property.</p> <p>11.13 If you wish to move to another Council property you will have to complete an application and comply with the Council’s lettings policy. Whether and when you receive an offer of a new property depends on various matters including the urgency of your housing need and what accommodation is available. If your tenancy in your new property starts before your tenancy of your old property has ended, you will be responsible for the rent on both properties.</p>
<p><b>Tenants’ Responsibilities</b></p>		

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<p><b>17. False Information</b></p>	<p>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.</p>	<p><b>Section 12. False Statements</b> Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>
<p><b>18. Use of the Property</b></p>	<p>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.</p>	<p><b>Section 7. The property – your home</b> Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>
<p><b>19. Unoccupied Property</b></p>	<p>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</p>	<p><b>Section 7. The property- your home</b> Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

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	<p>without good reason, we may require the Tenancy to be given up.</p>	
<p><b>20. Rent and other charges</b></p>	<p>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 absent and remaining tenant unless either tenant takes steps to terminate the tenancy.</p> <p>We can change any of the charges by giving you one month's written notice, telling you the date changes will start from.</p> <p>If we take you to court, we will add all court costs to your rent account.</p> <p>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.</p>	<p><b>Section 6. Rent</b></p> <p>6.1 The term 'rent' includes the weekly rent, service charges and any other weekly charges due for the property. Paying your rent - Your responsibilities</p> <p>6.2 You must pay the rent and any other charges due for the property under this tenancy agreement. Your rent is due weekly on a Monday, but you may pay in advance weekly or for any longer period such as fortnightly, four-weekly, or monthly if you prefer. However, you choose to pay, you must make sure that your account is clear at the end of each week. There are no rent-free weeks.</p> <p>6.3 We offer various methods to pay your rent to us 24 hours a day, 7 days a week. Direct debit is our preferred method. Other ways include rent payment card, standing order, via our website or telephone.</p> <p>6.4 If you believe that you may be entitled to Housing Benefit, Universal Credit, or any other financial support in paying your rent, it is your responsibility to claim this. You must ensure that you provide all the information requested to process your claim and that you notify the relevant authority of any changes of circumstances as required. Changing your rent</p> <p>6.5 The rent may be increased or decreased from time to time - you will be given at least four weeks' notice in writing of any changes.</p> <p>Other charges</p> <p>6.6 The Council has the right to offer additional services for which you will have to pay as part of your rent as service charges. We will</p>

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	<p>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.</p> <p>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.</p>	<p>tell you, in writing, at least four weeks before we do this. Tenants will be consulted before new services are introduced.</p> <p>6.7 You may be charged for additional services provided with the tenancy with an extra charge due with your weekly rent. A breakdown of the charges will be provided to you on your tenancy agreement if this applies to your tenancy. There may also be extra terms that apply to your tenancy and you will be told about these when you sign your tenancy agreement if these apply to you. This would apply if for example you had a furnished tenancy or are living in sheltered or extra care accommodation. The charges may be increased or decreased from time to time - you will be given at least four weeks' notice in writing of any changes. Joint tenant responsibilities for rent</p> <p>6.8 If you are joint tenants you are each responsible for all the rent and other charges and for any arrears. The Council can recover all rent, other charges and any arrears owed for your tenancy from any individual joint tenant. The Council has the choice of which of the joint tenants it pursues for any sums due. Difficulty in paying your rent</p> <p>6.9 If you have any difficulty paying your rent you, or someone acting on your behalf, must inform the Council immediately.</p> <p>6.10 If you do not pay your rent, or persistently pay it late, the Council will apply to the Court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The Council can ask the Court that you pay the Council's legal costs if it makes an application to the Court.</p> <p>6.11 If any money is to be paid to you by the Council as your landlord, for example, as compensation for damage to your property</p>

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		decoration or for home loss and disturbance, the Council reserves the right to pay that money onto your rent or any other account where there is debt outstanding due from you.
<p><b>21. Repairs</b></p>	<p>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</p>	<p><b>Section 10. Maintenance, Repairs, improvements &amp; alterations</b>  Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

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	<p>Police to detect and prevent crime.</p> <p>The charges will include Value Added Tax. You will be charged for inappropriate use made of the emergency call-out system.</p>	
<p><b>22. Access</b></p>	<p>You must allow Council Officers and other authorised people into your home at reasonable hours to inspect conditions, survey or 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.</p> <p>You must allow us access to carry out an annual gas service. If you do not, then appropriate legal proceedings will be taken</p>	<p><b>Section 7. The property – your home and section 9. Fire Safety</b></p> <p>Access to your home</p> <p>7.31 You or any member of your household must allow Council employees, their contractors, agents or other statutory bodies to enter your home at all reasonable hours for any of the reasons set out below when you have been given reasonable written notice (usually 24 hours): (a) to carry out maintenance, repairs or other works or safety checks whether or not the Council has, or has assumed, responsibility for such works, this also includes any such planned maintenance works or checks in relation to solar panels. (b) to carry out repairs or other works to common areas, neighbouring properties or land owned by the Council, or where the Council is otherwise legally required to allow access to the property by a third party, for example under the Access to Neighbouring Land Act or the Party Wall Act. (c) to carry out annual gas safety checks or electrical periodic safety checks. (d) to inspect the condition of the property or carry out a periodic home visit. (e) for constructing, installing, inspecting, repairing, renewing, maintaining, and removing pipes, conduits, wires, and cables. Access for this purpose must also be given to statutory undertakers (such as Northern Powergrid and Northumbrian Water). (f) to allow prospective tenants to view the property during the final 28 days of your tenancy when you have</p>

Section	Current Agreement	Proposed Changes
	<p>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 bearers photograph and all sub-contractors carry with them some form of identification.</p>	<p>served a notice of termination or during the 28 days immediately prior to the expiry of any Notice of Seeking Possession served upon you.</p> <p>7.32 You or any member of your household must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces.</p> <p>7.33 You or any member of your household must not allow any accumulation of personal property or rubbish or other items to prevent or obstruct any access to your home</p> <p>7.34 If you or any member of your household does not allow access to your home you could be putting yourself and your neighbours at risk and the Council may take legal action to gain access to your home or for possession of your home and you may have to pay the costs of this action. Emergency access</p> <p>7.35 In an emergency, the Council or any person authorised by the Council may enter your home without giving any notice whether you are there or not. In the event that your home is unoccupied, or access is unreasonably denied, the Council may use reasonable force to gain entry to your home without giving you any notice. This will only be done to inspect and/or carry out any works required to deal with the emergency. Your home will be secured properly after such entry. For example, an emergency is when either you or another person's home, property or health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, sewage leak, gas leak or electrical fault (this may also include circumstances where gas or electricity meters have been tampered with) or where there are welfare concerns.</p> <p>Gas and electricity safety</p>

Section	Current Agreement	Proposed Changes
		<p>9.3 You or any member of your household or visitors must not tamper with gas or electricity supplies or with utility meters. It is your responsibility to ensure there is a suitable amount of credit on the meter.</p> <p>9.4 You or any member of your household must allow access to your home for annual gas safety checks and periodic electrical safety checks. Failure to allow access for these safety checks will result in legal action. This includes court action to gain entry into your property to ensure the property is in compliance with gas safety regulations.</p>
<p><b>23. Overcrowding</b></p>	<p>You must not cause or permit overcrowding in the property.</p>	<p><b>Section 7. The property – your home</b> Overcrowding</p> <p>7.8 You must not allow new occupiers to move into your home where this would result in overcrowding under the Council’s allocations policy. This does not apply to overcrowding arising from the natural growth of the family.</p>
<p><b>24. Anti-Social Behaviour</b></p>	<p>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:</p> <p>(a) Selling or otherwise distributing or storing, on any Council property, illegal or other controlled substances.</p>	<p><b>Section 8. Living in your community</b> Criminal, nuisance, or anti-social behaviour Council responsibilities</p> <p>8.1 The Council does not tolerate anti-social behaviour and will take action whenever necessary and/or when appropriate.</p> <p>8.2 You must not make malicious or false allegations against another person. If you do this will result in action being taken against you. Your responsibilities</p> <p>8.3 You or any member of your household or visitors must not carry out or use your home or any common areas for any criminal, unlawful or anti-social activity.</p> <p>8.4 You or any member of your household must not perpetrate domestic abuse against any member of your household, your ex-partner, or to make anyone who lives with you leave your home.</p>

Section	Current Agreement	Proposed Changes
	<p>(b) Keeping an illegal weapon on the property or threatening anyone with an offensive weapon.</p> <p>(c) Using the property for any criminal, immoral or illegal purpose, including storing, selling, or handling stolen, offensive, or illicit goods.</p> <p>(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 the property which is the subject of this Agreement or any other property.</p> <p>(e) Creating or permitting any loud noise which, in the opinion of the Council, causes a serious nuisance.</p>	<p>Domestic abuse includes harassment, mental, emotional, financial, racist, or sexual abuse. The Council will still take action for domestic abuse even if no action is taken by the police. This will include the Council applying to the court for possession of your home. This will affect your rehousing.</p> <p>8.5 If you or a member of your household or visitor is convicted of an indictable offence or a serious offence committed in the locality of your property or is convicted of an indictable offence related to rioting anywhere in England or Wales, the Council will apply to the Court for possession of your home.</p> <p>8.6 You or any member of your household or visitors must not carry out or encourage others to carry out any anti-social behaviour which is conduct causing or likely to cause nuisance, annoyance, harassment, alarm, or distress to a person residing, visiting, or otherwise engaging in a lawful activity in the locality of your home. This includes Council employees, agents or contractors or others lawfully in the area, for example, delivery people or utility workers. This includes behaviour within your home, garden, any common areas or anywhere in the locality of your property.</p> <p>8.7 Examples of anti-social behaviour include but are not limited to:</p> <ul style="list-style-type: none"> <li>• using or threatening to use violence;</li> <li>• using abusive or insulting words;</li> <li>• using behaviour, gestures or language that could be considered by any person to be motivated by a hatred of their disability, gender, race, religion or sexuality, or any actions or behaviours meeting the definition of a Hate Crime;</li> <li>• noise nuisance such as playing loud music, loud televisions, shouting or arguing, banging doors, burglar alarms, DIY work, dog barking;</li> <li>• making false or malicious complaints about the behaviour of any other person;</li> <li>• damaging or threatening to damage another person’s home or</li> </ul>

Section	Current Agreement	Proposed Changes
		<p>possessions, including spraying or writing graffiti; • allowing pets or animals to cause noise or other nuisance or fouling, to roam or by not keeping them under proper control; • selling, possessing or storing drugs, cultivating or manufacturing, using / abusing drugs or leaving drug related litter and needles; • using your property for unlawful activity</p> <ul style="list-style-type: none"> <li>• dumping rubbish, storing scrap materials or rubbish, or setting fires;</li> <li>• obstructing any shared areas, doorways and other entrances or exits, throwing rubbish or any items from balconies and windows;</li> <li>• using technology and/or social media to harass, alarm or distress a person residing, visiting or otherwise engaging in a lawful activity in the locality, or an employee of the Council;</li> <li>• using surveillance equipment or drones in a way that interferes with the privacy of other people in the locality;</li> <li>• doing anything that interferes with the peace, comfort or convenience of other people;</li> <li>• vehicle repairs and noise or debris arising from vehicle repairs, repairing cars on estate roads or parking areas;</li> <li>• parking so as to block access for other people in the locality or emergency services vehicles, this includes parking that blocks shared driveways and garages;</li> <li>• revving of motor vehicles engines, speeding in motor vehicles in the locality or riding motorbikes, quadbikes and mopeds anywhere other than on roads and authorised tracks;</li> <li>• rioting or engaging in public disorder;</li> <li>• being convicted of a serious criminal offence, being found by a Court to have breached a civil injunction, being convicted for a breach of a Criminal Behaviour Order (CBO), being convicted for a breach of a noise abatement notice or the property being closed under a closure order for anti-social behaviour for more than 48 hours.</li> </ul>

Section	Current Agreement	Proposed Changes
		<p>8.8 Tenants are expected to engage with mediation services if this is recommended by the Council to resolve any dispute. If you refuse or fail to engage in mediation to resolve any dispute without good reason, the Council will apply to the court for possession of your home. For serious cases of antisocial behaviour, where mediation is not appropriate, the Council will apply to the court for possession of your home. Council employees/agents</p> <p>8.9 You or any member of your household must not threaten violence against, harass, verbally abuse, or intimidate any Council employee or agent of the Council at your property, in the locality of your property, in any Council office or building or in any part of the Darlington Borough Council area. This includes all forms of communication including electronic communication and social media and/or encouraging any other person to act on your behalf. Vehicles and parking</p> <p>8.10 You or any member of your household or visitors must park motor vehicles within the boundary of your property on a Council approved hardstanding (a driveway or paved area intended for parking) or if appropriate using on-street parking. Prior written permission must be sought from the Council before parking a trailer, caravan, or boat on a hardstanding.</p> <p>8.11 Caravans, motor homes, trailers or boats must not be parked on the garden, driveway, paved area around your home or any communal areas without the Council's prior agreement in writing.</p> <p>8.12 If the property has a designated resident's parking space, only you or any member of your household or visitors can park there.</p> <p>8.13 You or any member of your household or visitors must not cause or allow an obstruction to any driveway, garage, rights of way,</p>

Section	Current Agreement	Proposed Changes
		<p>roads, footpaths, or access routes across your home, in common areas, shared areas or in the locality of your property.</p> <p>8.14 You or any member of your household must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, with bins or other items, by parking a vehicle, or by fencing off part of it.</p> <p>8.15 You or any member of your household or visitors must not drive across a kerb to access the property unless it has been lowered with prior written permission and in accordance with the Council's regulations. You or any member of your household or visitors must not park a vehicle or drive across grassed areas in or around the locality and you must pay the cost incurred by the Council for any works required to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.</p> <p>8.16 You or any member of your household or visitors must not park any vehicle registered under a statutory off-road notice on common areas, shared areas, or on Council-owned land in the locality of your home and you must only park such vehicles within the boundary of the property on a Council approved hardstanding.</p> <p>8.17 You or any member of your household or visitors must not allow anyone to sleep in a caravan or other vehicle parked on or in the locality of your property including your driveway or garden.</p> <p>8.18 You or any member of your household or visitors must not abandon any vehicle, caravan, trailer, or boat in the locality of your property. The Council may take steps to remove such abandoned items and may charge the costs of removal to you or the registered owner.</p>

Section	Current Agreement	Proposed Changes
		<p>8.19 You or any member of your household or visitors must not repair, maintain, or work on any vehicle, caravan, boat, or trailer at the property that is not regularly used by you or another occupier of your home. You or any member of your household or visitors must not repair such items on any common or shared areas, or on Council-owned land within the locality of your home.</p> <p>8.20 Any vehicle, caravan, trailer or boat maintenance, repairs, or work that you, any member of your household or visitors carry out must not cause any nuisance to anyone in the locality and must not spoil the appearance of the locality. Any remedial work required to the property or locality as a result of the work referred to in this section will be re-charged to you.</p> <p>8.21 You or any member of your household or visitors must not allow the premises to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.</p> <p>8.22 You or any member of your household or visitors must not keep mopeds, quadbikes or motorbikes or any other vehicle inside the property or in indoor common areas (such as stairs, lifts, landings, walkways, entrance halls, utility cupboards and indoor drying areas).</p>
<p><b>25. Nuisance, Annoyance or Harassment</b></p>	<p>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</p>	<p><b>Section to be removed and re-wording incorporated into Section 8. Living in your Community, sub section Criminal, nuisance, or anti-social behaviour.</b></p>

Section	Current Agreement	Proposed Changes
	<p>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.</p>	
<p><b>26. Care and Control of Children</b></p>	<p>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.</p>	<p><b>Section to be removed and re-wording incorporated under Section 8. Living in your community, sub section criminal, nuisance, or anti-social behaviour</b></p>
<p><b>27. Domestic Violence</b></p>	<p>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.</p>	<p><b>Section to be removed and re-wording incorporated under Section 8. Living in your community, sub section criminal, nuisance, or anti-social behaviour</b></p>
<p><b>28. Council Employees and Contractors</b></p>	<p>At all times you can expect to be treated in a proper and courteous manner by our</p>	<p><b>Section 8. Living in your community</b></p>

Section	Current Agreement	Proposed Changes
	<p>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.</p>	<p>Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>
<p><b>29. Pets and Animals</b></p>	<p>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.</p>	<p><b>Section 7. The property – your home</b>            Pets and animals            7.15 You or any member of your household or visitors must not keep or allow any animal in or near the property unless this is permitted by the Council's Pets Policy and you have prior written permission from the Council. Permission will not be given to keep or allow certain types of animal.            7.16 You must keep the number of pets at or below the permitted number. Where permission is given this is on condition that pets are neutered and micro-chipped, unless otherwise agreed in writing by the Council. Dogs must be micro-chipped, and information kept up to date as required by the Microchipping of Dogs (England) Regulations 2015.            7.17 You or any member of your household are not permitted to allow breeding of any animals in your home or to run a business breeding, selling, or advertising for sale animals in or from your home.            7.18 You or any member of your household are not permitted to use any animals for fighting or other unlawful purposes.</p>

Section	Current Agreement	Proposed Changes
		<p>7.19 Dogs listed under the Dangerous Dogs Act 1991 will not be permitted at your home.</p> <p>7.20 Dogs must be accompanied by you or a responsible adult and kept on a lead when in common areas. You must not allow dogs to stray, and you must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) relating to dogs that may be in force.</p> <p>7.21 Any animal at your home must not cause or be likely to cause a nuisance, annoyance or disturbance to neighbours or others lawfully in the locality of your home. Examples of this include, but are not limited to, fouling in common areas, straying, barking, or causing other noise, creating an offensive smell, harming people or other animals, or animal waste not being cleared.</p> <p>7.22 You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor, or agent of the Council or other lawful visitor to your property, gaining access to your home and that all animals are kept under control to allow such access.</p> <p>7.23 In cases of cruelty to animals or where there is a breach of this tenancy agreement or the Council's Pets Policy, the Council may revoke your permission to keep a pet and give you written notice requiring you to remove any animals from your home. This will include requiring proof that you have rehomed your animal responsibly. The Council may also share information with animal welfare charities, the Police/RSPCA and/or the Dog Warden service for example where concerns are raised about animal welfare, neglect, or abuse.</p> <p>7.24 You or any member of your household must not leave any animal in your home without proper arrangements being made for</p>

Section	Current Agreement	Proposed Changes
		<p>its care or welfare when you are away from your home. You or any member of your household must not leave any animal in your property when you move out of your property.</p> <p>7.25 You also agree that in cases where it appears that an animal has been left in the property without proper arrangements being made for its care or welfare, or when it appears that you have left an animal in the property once you have moved out, then the Council will gain entry to your property using the Council’s emergency access provisions.</p> <p>7.26 You must not keep or tether horses on any Council owned land or on any land in the locality of your property without the express written permission of the landowner.</p>
<p><b>30. Care of the Property</b></p>	<p>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 person belongings.</p> <p>You must:</p> <ul style="list-style-type: none"> <li>• Dispose of rubbish in a suitable container</li> <li>• 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</li> </ul>	<p><b>Section 10 Maintenance, repairs, improvements &amp; alterations to your home</b></p> <p>Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

Section	Current Agreement	Proposed Changes
	<ul style="list-style-type: none"> <li>• Ensure the property removal of all items not eligible for the routine collection (e.g. unwanted furnishings)</li> </ul>	
<p><b>31. Health &amp; Safety</b></p>	<p>You, members of your household, or any visitor 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 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.</p>	<p><b>Section 9. Fire Safety</b>            Fire safety in all properties            Bonfires            9.1 You or any member of your household or visitors must not light bonfires in any common area. Any fireworks must be used safely and in line with manufacturer’s instructions. Fire pits, barbecues, chimineas and braziers must be used in accordance with manufacturer’s instructions. Flammable material            9.2 You or any member of your household or visitors are only permitted to keep bottled gas, paraffin, petrol, LPG, acid, or any other hazardous material in safe and secure storage and in suitable storage containers. You can only keep a limited amount of such material which is reasonable for domestic use. You must not keep such materials in any common areas. Gas and electricity safety            9.3 You or any member of your household or visitors must not tamper with gas or electricity supplies or with utility meters. It is your responsibility to ensure there is a suitable amount of credit on the meter.            9.4 You or any member of your household must allow access to your home for annual gas safety checks and periodic electrical safety checks. Failure to allow access for these safety checks will result in legal action. This includes court action to gain entry into your property to ensure the property is in compliance with gas safety regulations. Smoke and carbon monoxide detectors</p>

Section	Current Agreement	Proposed Changes
		<p>9.5 You are responsible for testing any battery-operated smoke detector and ensuring it is always in good working order. You must not tamper with or damage any smoke or carbon monoxide detector in the property. Emergency services access</p> <p>9.6 You or any member of your household or visitors must not obstruct access to emergency service vehicles in any way in your property, common areas or the locality of your property. You must not park your car in any way that obstructs access for the emergency services and your vehicle may be removed if it is blocking such access. Fire safety in communal properties</p> <p>9.7 You or any member of your household or visitors must co-operate with the Council and your neighbours to keep any common areas clear, and the Council may remove and dispose of any objects found in common areas. You may be required to pay for the cost of the removal and disposal of such items.</p>
<p><b>32. Gardens and Outbuildings</b></p>	<p><i>Not applicable to Extra Care tenants</i></p> <p>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</p>	<p><b>Section 8. Living in your community</b></p> <p>Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

Section	Current Agreement	Proposed Changes
	<p>limited garden tidy service to tenants who are elderly or receiving state benefits due to their disability.</p>	
<p><b>33. Vehicles</b></p>	<p>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 not driven on any footpath, pavement, verge, or grassed area. You must not cause or permit the parking of any vehicle exceeding 30 cwt unladen</p>	<p><b>Section 8. Living in your Community</b>  Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

Section	Current Agreement	Proposed Changes
	<p>weight on the estate roads or on any car park provided for private cars or any vacant land on the estate.</p> <p>You must not park a vehicle in any communal area inside a building.</p>	
<p><b>34. Ending your tenancy</b></p>	<p>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.</p> <p>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</p>	<p><b>Section 11. Ending your Tenancy</b></p> <p>Your responsibilities when ending your tenancy</p> <p>11.1 If you intend to end your tenancy, you must give the Council at least four weeks clear written notice that you want to end the tenancy. Your tenancy will end on the expiry of the notice period unless otherwise agreed by the Council in writing. All tenancies end on a Sunday, all keys must be returned no later than 12pm on the day after the tenancy ends. You may hand your keys in before your notice period expires but you may be charged rent for the whole period. You agree that the Housing Officer may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf. If you leave the property after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you.</p> <p>11.2 Once you have given this notice you must allow Council staff access to the property (at a pre-arranged date) for an inspection. In some cases, this will involve prospective new tenants accompanying Council staff.</p> <p>11.3 If you are joint tenants either of you can end the tenancy by giving the Council notice to quit. This will end the tenancy for all joint tenants regardless of who has given the notice. The Council will use the relevant policies to decide if the other joint tenant(s) can stay in</p>

Section	Current Agreement	Proposed Changes
	<p>belongings. At the end of the notice period, we will take possession of the 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.</p> <p>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 the prospective tenants access to view the property. We will give you reasonable notice of such visits.</p>	<p>the property with a new tenancy agreement. There is no automatic right for the other joint tenants to stay in the property.</p> <p>11.4 You must leave the property, the fixtures and fittings and any furnishings we have provided in reasonable condition when you leave.</p> <p>11.5 You must leave the property, including any garden, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left (including animals) will be cleared by the Council and you must pay the costs incurred by the Council in clearing the property.</p> <p>11.6 You must not leave anybody else living in the property when you move out.</p> <p>11.7 You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the Council in carrying out those repairs. This also includes rectifying any alterations or additions you have made without permission or which have not been carried out correctly or to the correct standard.</p> <p>11.8 You must pay your rent in full before you leave. If you cannot clear your rent in full you must ensure that you leave a forwarding address and make an arrangement to pay the balance.</p> <p>11.9 You must notify utility companies when you move out and provide them and the Council with a copy of your meter reading at the point you move out of the property or you may incur additional charges.</p> <p>11.10 After you have given notice you cannot withdraw that notice. You can only stay in the property after your notice has expired with the express written permission of the Council, but this will not mean your notice has been withdrawn. In some circumstances the Council</p>

Section	Current Agreement	Proposed Changes
		<p>may grant you a new tenancy of the property taking the Council’s relevant policies into account.</p> <p>11.11 If you are evicted, abandon the property, or still owe rent or other charges or money for any other payment due under this tenancy agreement when you move out this may affect whether you will be given another Council property in the future.</p> <p>11.12 If you take up another Council tenancy and you still owe money from a previous tenancy you agree that those arrears can be transferred from your previous tenancy onto your current consolidated rent account, and you will be expected to clear those arrears in addition to payments of current rent. This applies whether you move directly from one tenancy to another (transfer) or whether you left the first property some time ago.</p> <p>Moving to another council property</p> <p>11.13 If you wish to move to another Council property you will have to complete an application and comply with the Council’s lettings policy. Whether and when you receive an offer of a new property depends on various matters including the urgency of your housing need and what accommodation is available. If your tenancy in your new property starts before your tenancy of your old property has ended, you will be responsible for the rent on both properties until your old tenancy ends.</p>
<p><b>35. Written permission</b></p>	<p>You must get our written permission before you do any of the following:</p> <p>(a) Let people stay at your property for more than four weeks who did not tell</p>	<p><b>Section removed – rewording incorporated into section 7. The property – your home</b></p> <p>Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

Section	Current Agreement	Proposed Changes
	<p>us about the housing application</p> <p>(b) Carry out alterations to the property</p> <p>(c) Put a greenhouse or shed in the garden</p> <p>(d) Put a garage on the property</p> <p>(e) Fit a CB aerial or satellite dish</p> <p>(f) Build a parking space or drive</p> <p>(g) Remove, alter, or replace any walls or fences</p> <p>(h) Sub-let any part of whole of the property</p> <p>(i) Exchange or transfer your home</p> <p>(j) Keep any animal, other than a tanked fish, small, caged bird, a rodent, a rabbit, non-venomous insects, and small non-venomous reptiles</p> <p>(k) Building a pigeon cree or aviary</p> <p>(l) Decorate the outside of your house</p>	

Section	Current Agreement	Proposed Changes
	<p>(m) Run a business from your home</p> <p>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.</p> <p>Permission is not only to safeguard the property, but also to make sure that any work done could not inure you and your family.</p>	
<p><b>Council's Rights &amp; Responsibilities</b></p>		
<p><b>36. Ending your Tenancy</b></p>	<p>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</p>	<p><b>Section to be removed – rewording incorporated into section 11. Ending your tenancy</b></p>

Section	Current Agreement	Proposed Changes
	<p>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.</p> <p>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.</p>	
<p><b>37. Repairs</b></p>	<p>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</p>	<p><b>Section to be removed – rewording incorporated into section 10. Maintenance, repairs, improvements &amp; alterations to your home</b></p>

Section	Current Agreement	Proposed Changes
	<p>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</p> <p>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.</p>	
<p><b>38. Decoration</b></p>	<p>We will periodically decorate the outside of your home and any shared parts.</p>	<p><b>Section to be removed – rewording incorporated into section 7.</b></p> <p><b>The property – your home</b></p> <p>Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>

Section	Current Agreement	Proposed Changes
<p><b>39. Help and Advice</b></p>	<p>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.</p>	<p><b>Section to be removed</b></p>
<p><b>40. Equal Opportunities</b></p>	<p>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.</p>	<p><b>Section to be removed</b></p>
<p><b>41. Written Notices</b></p>	<p>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.</p>	<p><b>14. Service of Notices</b> Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.</p>
<p><b>42. Insurance</b></p>	<p>We are responsible for providing Building Insurance to</p>	<p><b>Section to be removed – re-wording incorporated into section 7. The Property – your home</b></p>

<b>Section</b>	<b>Current Agreement</b>	<b>Proposed Changes</b>
	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.	Proposed re-wording to improve understanding and ease of information. More definition added to description however meaning has not altered.