



# YOUR TENANCY AGREEMENT

## Section one: About this Tenancy Agreement

This tenancy agreement sets out the basic conditions of your tenancy and explains what we, Thanet District Council, as your landlord are responsible for and what you are responsible for as a tenant. It also explains your rights as a tenant and ours as the landlord.

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By signing this Tenancy Agreement you are entering into a legally binding contract with Thanet District Council. If there is anything you do not understand you can ask us to explain this to you or you can get advice from one of our offices or independent advice from the Citizens' Advice Bureau or Shelter. If you want we can read this document to you.

We will not interfere with your right to live peacefully in your home unless one of the following applies:

- You break any of the conditions of this agreement.
- We need to carry out major repairs or redevelopment of your home and we cannot do this unless you move out. In this case we will offer you suitable alternative accommodation while we do this work.
- We need access to your home to carry out service checks and repairs or other work.
- There is any other reason under the Housing Act 1985 or any future law.

If you are joint tenants each of you is responsible for keeping to all the conditions set out in this agreement. Even if one tenant leaves the property, the other tenant must still keep to these conditions which include the condition to pay the rent.

Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living in or visiting your home. This includes children.

If you break the terms of the tenancy agreement we may take action against you. There is a range of legal action we can take depending on which part of the agreement you have broken. We can only evict you if the court agrees that there is a legal reason to do so. If you are evicted we may not have any duty to re-house you and your eviction may also affect your ability to be re-housed by another social landlord.

On some occasions special conditions may apply to your tenancy. These may be personal to you or relate to the

home you live in. We will tell you about these special conditions in your offer of tenancy.

Reference is made in this tenancy agreement to your tenant handbook. This handbook provides more information about your tenancy but does not form part of the tenancy agreement.

By signing this agreement you also agree that officers managing your home may check the status of any benefit claim you may make to help you pay your rent.

## Section 2: Tenancy types

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### 2.1 Introductory tenancy

Your introductory tenancy will last for a 12 month trial period. At the end of this trial period if you have not broken any of the tenancy conditions your tenancy will become a secure tenancy or a secure flexible tenancy.

If during your introductory tenancy you break any of the tenancy conditions we may take action to end your tenancy and it is possible you will be evicted from your home.

If we want to end your tenancy or extend it for a further six months we will give you a 'notice of proceedings for possession' or a 'notice of extension' whichever is appropriate. You can ask us to review our decision to serve you notice.

Introductory tenants do not have as many legal rights as secure tenants. Details of your rights under this agreement are set out in section four.

### 2.2 Secure tenancy

A secure tenancy does not have an expiry date. If you have a secure tenancy we will not interfere with your right to live in your home unless you break any of the conditions of your tenancy agreement. If we need to take legal action to end your tenancy we cannot evict you from your home without a court of law agreeing that there is a legal reason to do this.

### 2.3 Secure flexible tenancy

This tenancy is a secure tenancy for a fixed term. The length of this fixed term will be set out in your offer of tenancy letter. You have the right to request a review of the length of the term of the flexible tenancy you are being offered if you do not think this is in accordance with the Council's policy. You must do this in writing within 21 days of the date you were offered the flexible tenancy. During the fixed term we will not interfere with your right to live in the property unless you break any of the conditions of your tenancy. If we need to take legal action to end your tenancy because you have broken any of the terms of your tenancy agreement we cannot evict you from your home without a court of law agreeing that there is a legal reason to do this.

Unless the tenancy is ended early because you have broken the terms of the agreement or you decide to bring your tenancy to an end the flexible tenancy will last for the period set out in your offer of tenancy letter.

Nine months before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide not to renew your tenancy we will give you at least six months' notice of our decision.

## Section 3. Your responsibilities as tenant

### 3.1 Paying your rent and money owed to the Council

- 3.1.1 **You must pay your rent** (which may include service charges as part of the rent) and you must pay it on time. Your rent is due every week from the date at the beginning of the agreement and must be paid every Monday in advance. If you prefer to pay fortnightly or monthly you must still make sure that you pay your rent in advance.
- 3.1.2 If you are joint tenants you are each responsible for paying all rent and charges when they are due. If one joint tenant leaves the property they will still be equally responsible for any rent or charges until the joint tenancy ends.
- 3.1.3 If you apply for help to pay your rent it is your responsibility to complete the necessary benefit claim forms and provide all the required information. You must tell the benefits service of any changes that may affect your entitlement to help with your rent and it is your responsibility to ensure that you have a bank account into which help to meet the cost of your rent may be paid.
- 3.1.4 If you have any difficulty paying your rent, you or someone acting on your behalf should contact us immediately. If you want someone else to talk to us on your behalf they will need your written permission to do so.
- 3.1.5 If you do not pay your rent or rent arrears we can take Court proceedings to evict you from the property. These proceedings will incur additional charges such as Court fees and legal costs which are recoverable from you.
- 3.1.6 If you are evicted because you do not pay your rent this may affect your chances of being rehoused by us or another social landlord.
- 3.1.7 If your tenancy ends you must pay in full any rent or costs which you owe. If you are joint tenants we can recover all money owed to us from either you or both of you.
- 3.1.8 We may deduct any money you owe us from any money we owe you.

### 3.2 Living in your home

- 3.2.1 You, your family and visitors must not use the property for anything other than a private home.
- 3.2.2 **You must live at the property** and it must be your only or main home.
- 3.2.3 You must not run a business from the property without first obtaining our written permission. Before we consider granting or refusing permission to run a business we consider factors such as the amount of noise generated, any nuisance that may be caused to your neighbours or whether damage will occur to the property. Even if our consent is given, in the capacity as landlord, you may also still need to obtain planning permission for a change of use.
- 3.2.4 You must keep the property clean and in good condition at all times, this includes not causing a nuisance or smell in a communal area which results from the unsanitary condition of your property.
- 3.2.5 You must tell us if you are going to be away from the property for more than 4 weeks and give us a contact address in the event of any emergency. If you are claiming help to pay your rent you must ensure that you comply with benefit rules during the period you are away.
- 3.2.6 You must not allow your home to become overcrowded by allowing other people to live or stay with you on a permanent basis. Overcrowding is where the number of people living in your home is more than the law allows.

### 3.3 Anti-social behaviour and nuisance

- 3.3.1 **You must be considerate of your neighbours** and not unreasonably interfere with their enjoyment of their property.
- 3.3.2 You and any joint tenant are responsible for your own behaviour and that of your children, friends, relatives and visitors while they are at your home. This includes how you and they behave in any areas such as landings, stairways, foyers, lifts, courtyards, gardens, parking areas and garage areas.

3.3.3 You and anyone who lives in or visits your home must not harass, intimidate, abuse or cause a nuisance, annoyance or disturbance to neighbours, local residents, visitors to the area, employees, agents or contractors of the Council or any other person living in, visiting or engaging in a lawful activity in the locality of your home.

**Examples of behaviour that might be considered to be causing harassment, intimidation and abuse include but are not limited to:**

- Physical or verbal abuse including racist behaviour or language
- Threatening behaviour
- Stalking
- Writing threatening or abusive material including posts on social media and graffiti
- Making false or malicious complaint about the behaviour of any other person

**Examples of behaviour that might be considered to be causing nuisance, annoyance or disturbance include but are not limited to:**

- Causing unreasonable noise such as playing loud music, shouting or screaming, door slamming.
- Installing laminate flooring in flats.
- Banging on floors or party walls.
- Threatening or intimidating behaviour.
- Arguing, fighting, swearing, using offensive language, drunken behaviour.
- Physical violence or assault.
- Stalking
- Persistent or offensive phone calls, texts and/or emails.
- Sending indecent or abusive material.
- Posting and sending offensive material on social networking sites.
- Cyber bullying and trolling.
- Deliberate damage to property or another person's home or possessions.
- Graffiti and writing threatening and or abusive material.
- Allowing animals to foul communal areas and failing to clear up after them.
- Selling drugs or committing other criminal behaviour.(please note these need to be reported to the police)

- Dumping or hoarding rubbish either on communal land (including bin areas) or in your own garden or property. This includes items of household furniture or appliances or car parts.
- Keeping your garden in an untidy state so that it is unkempt or attracts vermin.
- Driving dangerously cars or motorcycles in the local area.
- Carrying out repairs to any vehicle in gardens, garage areas, parking bays or estate roads or verges so as to cause a nuisance to others.
- Driving mini motor cycles in public spaces and communal areas on estates.

3.3.4 If the Council believes it appropriate, you may be required to attend mediation to help resolve a neighbour dispute. You must not unreasonably refuse to attend such mediation if you are asked to do so.

3.3.5 You and anyone who lives in or visits your home must not discriminate against anyone living in, visiting or engaging in a lawful activity in the locality of your home, because of their race, colour, religion or belief, nationality, gender or gender identity, age, mental or physical disability or sexual orientation or for any other reason.

3.3.6 **You must not** use the property or the area close to your home for any criminal or immoral purposes. This includes but is not limited to:

- Cultivating, manufacturing, selling, possessing, or storing drugs.
- Selling alcohol, tobacco or fake goods.
- Using the property to store stolen goods.
- Dealing in pornography.
- Prostitution.
- Keeping illegal or unlicensed firearms or weapons at the property.

## 3.4 Domestic abuse

3.4.1 You or anyone who lives in your home must not use or threaten to use violence or abuse (including physical, psychological, sexual, emotional abuse, or restricting financial control), or intimidate any person (including children) living with you.

3.4.2 If you do, and that person or their children have to leave your home because of your behaviour, we may take legal action against you; this could result in us evicting you from your home.

## 3.5 Tenancy Fraud

3.5.1 You and anyone who lives in your home must not commit fraud in respect of your tenancy. This includes illegal subletting and knowingly or recklessly making a false statement or withholding information in order to obtain a tenancy.

**We may take legal action** to end your tenancy if you behave in any of these ways. This would include asking the Court to give us possession of your home or criminal proceeding which could result in a two year prison sentence.

## 3.6 Repairs, improvements and making alterations to your home

3.6.1 **You must not put up a satellite dish without first obtaining written permission from the Council.** Permission will normally be granted if you live in a house, but not if you live in a flat.

3.6.2 If you live in a flat or maisonette above ground floor you must not have any laminate or flooring of a similar type fitted.

3.6.3 **You must let us and our contractors know** of any repair needed or damage caused to the property within a reasonable time of you becoming aware of this.

3.6.4 **You must not** damage or destroy the fabric of the building or any fixtures and fittings at the property.

3.6.5 **You are responsible** for the actions of any person you allow into the property and will be liable to pay for damage caused by their actions to any part of the property or communal internal or external areas.

3.6.6 You, other persons living in the property or your visitors must not interfere with any security and safety equipment located in any communal block, for example by jamming open security doors or fire doors, or by letting in strangers who do not have identification.

3.6.7 **You are responsible** for the cost of replacing any key and changing any lock (if your keys are lost). If all keys, including sheds, outbuildings and window locks are not handed in at the end of your tenancy you will be charged the cost of changing the locks.

3.6.8 **You are responsible** for carrying out some internal repairs to your home at your own expense. Examples of the type of repair we consider to be the tenants' responsibility can be found in your tenant's handbook.

3.6.9 **You are responsible** for maintaining the internal decoration of the property to a reasonable standard.

3.6.10 **You must not** remove or damage any fixture or fitting from either the property or the communal areas of the property. You will be recharged for the cost of repairs for damage resulting from your wilful or negligent action and for the replacement of any fixtures or fittings in the property that you damage or destroy.

3.6.11 We may also charge you for the cost of any works for which you are responsible and that the Council has had to carry out because you have not done them.

## 3.7 Access to your home

3.7.1 **You must** allow Council employees and their authorised agents and contractors to enter the property at reasonable hours on request for the purposes of inspecting the property or carry out any works. You must allow our employees and people we authorise into your home to:

- Carry out an inspection.
- Carry out a gas safety check.
- Carry out an electrical safety check.
- Carry out repairs or improvements that may be necessary.
- Carry out an investigation to locate a leak affecting another property
- Inspect a neighbouring property.
- Discuss any issues relating to your tenancy.

3.7.2 Unless otherwise agreed, we will give you at least 24 hours' notice.

3.7.3 **In an emergency** such as a flood or a gas leak we may need to get into your home without notice. If we have to do this we will make sure that your home is secure when we leave.

3.7.4 We will repair any damage caused by us forcing our way into your home unless it was a result of your carelessness or neglect.

3.7.5 You will be recharged any costs incurred gaining access to your home to conduct the annual gas safety inspection.

## 3.8 Gardens

3.8.1 If your property has a garden you must keep this tidy and not allow your garden to become a nuisance to other neighbours. You should keep lawns cut and hedges trimmed.

3.8.2 If you have a communal garden you must not install a trampoline or leave a paddling pool with water in unattended.

3.8.3 **You must** make sure that your refuse is put out ready for collection in accordance with the Council's waste collection and recycling service.

3.8.4 If you live in a flat or maisonette, you may be expected to deposit rubbish in the bins provided in the designated area. You must use these bins and not leave household waste in any other parts of the internal communal areas or external areas.

3.8.5 You must not deposit or allow rubbish to accumulate in your garden. We may charge you the costs for clearing any rubbish that you have not disposed of correctly.

3.8.6 **You must not** use the garden or the drive to the property to store, load or unload materials such as scrap metal. If you do we may remove the items and charge you for doing this. We will give you written notice that we will be removing the items.

3.8.7 **You must not** erect a greenhouse, garage or shed at the property without our written permission. We may withdraw our permission if the building causes nuisance or becomes unsafe. If we grant you permission in our capacity as landlord you may still require planning permission and/or comply with building regulations.

3.8.8 **You must not** build a fish pond, swimming pool, water feature or patio in your garden without our written permission. If we give you permission to carry out this work you will have to remove these at the end of your tenancy at your own expense. If we have to remove these items we will charge you the cost of this.

3.8.9 **You must not** remove, replace or reposition any hedge or fence at the property without getting our written permission.

3.8.10 **You must not** plant large types of trees in your garden for example leylandii, conifers, willow, oak, ash and so on. These may damage the structure of your home and cause subsidence.

3.8.11 **You must not** allow any hedge to grow more than two metres high or overhang pavements or your neighbours' gardens.

3.8.12 If you continually fail to look after your garden and it is considered an eyesore we may ask you to move to a property without a garden. If you refuse we may ask the Court to end your tenancy. You may also be charged the cost of clearing your garden when your tenancy ends.

## 3.9 Parking

3.9.1 You, your visitors and those who live with you **must not** park any vehicle anywhere on or near your property other than a hard standing or area intended for parking. You and your visitors must not drive across a kerb to access your property unless it has been dropped in accordance with the regulations of the Highway Authority.

3.9.2 **You must not** park or leave any motor home, trailer, caravan or boat anywhere on the property or in communal areas without our written permission.

3.9.3 Any motor vehicle kept at your property or in any communal area **must be taxed** or registered SORN with DLVA and not be in a derelict condition.

3.9.4 **You must not** allow anyone to sleep in a caravan or other vehicle parked on the property.

3.9.5 Commercial vehicles must not be parked anywhere around your home or in any communal parking areas without our written permission.

3.9.6 **You must not** park or leave a vehicle, trailer, caravan or boat anywhere that may block access for any vehicles; this includes blocking garages or restricting access to garages.

## 3.10 Keeping pets and animals

3.10.1 **You must not** keep any pet or animal which causes a nuisance, annoyance or disturbance to neighbours or others living in the local area.

3.10.2 You must not keep more than one dog in the property.

3.10.3 **You will** need our written permission to keep a pet if you live in a property that does not have its own garden as the pet may need outdoor exercise. When considering whether to grant permission we will consider among other things:

- The type and size of your pet.
- The type and size of your home.
- The number of people living in your home.
- Access to the road and open space.

3.10.4 You, your friends and relatives and any other person living or visiting you **must not** keep or bring to the property any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976 or the Dangerous Dogs Act 1991.

3.10.5 **You must not** allow your pet or animal to foul in the internal communal areas or external area. If you have a garden and your pet fouls the garden area you must clear up any mess daily to prevent any health hazards, including smells, and to prevent the garden from becoming unsightly.

3.10.6 **You must** ensure that no animal or pet kept at the property prevents an employee, contractor or agent of the Council gaining access to the property.

3.10.7 **You should** appoint someone to look after your animal or pet in the event you are unable to look after it yourself.

3.10.8 **You must not** keep livestock or farm animals at the property.

3.10.9 **You will be responsible** for providing and maintaining any fencing specifically needed to control your pet and if you live in a property with shared areas you will be responsible for the proper exercise of your pet away from the property.

3.10.10 If you wish to keep pigeons or birds in a pigeon loft or aviary or chickens you will need our written permission. We will not give permission for you to keep cockerel/s. When considering whether to grant permission we will consider among other things:

- Whether the neighbours have been consulted and agree to the proposal
- The size of your garden.
- The number of birds you wish to keep
- How built up the area is in which you live

3.10.11 **We will** ask you to remove any animal that you do not have our permission to keep or any animal which is unsuitable or causes a nuisance.

3.10.12 If you keep a pet that is causing a nuisance/ annoyance or disturbance to your neighbours we will ask you to have your pet re-homed. If you do not do this we may take legal action to have your pet removed and this could involve action to end your tenancy. We will charge you the cost for taking such action.

## 3.11 Health & Safety and Hygiene

3.11.1 **You must not** tamper with the gas or electricity supplies or with the meters in your home. You must use a registered Gas Safe engineer to have any gas appliances installed, including cookers.

3.11.2 **By law** all homes with gas appliances must have a safety check every year. We will try to arrange for an annual gas safety inspection at a time that suits you. If we cannot carry out the inspection because you do not respond to our request to let us into your home we will serve a seven day notice telling you when we will call. If you do not let us in we will force entry to carry out the safety check. We will take reasonable care in forcing entry and we will secure your home as we leave. When the Council needs to carry out the annual gas safety check or in an emergency, when either the property or a person's safety is at risk, we

may require immediate access to the property. If the property is unoccupied the Council may force entry into the property to deal with the emergency. The property will be properly secured and repaired as necessary (unless entry was necessary as a result of your carelessness or neglect).

3.11.3 If we need to force entry because of your failure, carelessness or neglect we will charge you the cost of this and the cost of any repairs that may be required.

3.11.4 **You must not** keep any dangerous or inflammable goods or materials or substances in or on the premises apart from those required for general household use.

3.11.5 **You must not** bring in or store mopeds, motorised scooters or motorbikes inside the property or in any internal communal areas.

3.11.6 If you live in a flat or maisonette **you must not** leave rubbish, furniture or any of your belongings in any internal or external communal areas of the property at any time. You must not store bicycles, mobility scooters or any items in these areas either, as these can impede fire escapes.

3.11.7 **You must not** interfere with any equipment for detecting or putting out fires at the property.

3.11.8 **You must not** put anything on a window ledge, balcony or roof which could be a danger to anyone living in the property or local area.

3.11.9 **You must take** every measure to avoid introducing an infestation to your property, for example, bed bugs or fleas, and are responsible for taking all reasonable steps to eradicate the infestation. The Council may recharge you if any other part of the building or neighbouring property becomes infested.

3.11.10 **You must not**, through your feeding of wild birds or animals, (pigeons, seagulls, foxes) cause a nuisance or annoyance to your neighbours.

## 3.12 If you want to end your tenancy

### Secure and introductory tenants

3.12.1 **You must** give us four clear weeks' notice in writing, ending on a Sunday, if you intend terminating your tenancy.

3.12.2 You, or your representative, must return all keys to the property to the Council by 12 noon on the Monday after your tenancy has ended. If keys are not returned at the correct time a continuing weekly charge will be made for use and occupation.

3.12.3 If you are a joint tenant, one tenant can end the tenancy by giving notice and the tenancy will end for both joint tenants.

### Secure flexible tenants

3.12.4 You may terminate your tenancy during the fixed term by serving a break notice on us at least four weeks before the break date.

3.12.5 Any break notice will have no effect if any of the following apply at the time of the break date stated in your notice:

- You have not paid any part of the rent which was due.
- You are not able to give vacant possession.
- You are in breach of any of the tenancy conditions relating to the state of repair or condition of the property.

3.12.6 Subject to clause 3.12.5 following service of a break notice your tenancy will end on the break date.

3.12.7 Ending your tenancy on the break date shall not affect any other right or remedy that either party may have in relation to any earlier breach of the tenancy agreement.

3.12.8 You or your representative must return all keys to your property to us by 12 Noon on the break date.



3.12.9 If you end your tenancy we will, within 14 days of the break date refund you any rent that you have paid for the period after and excluding the break date to the next rent payment date. We will calculate this on a daily basis.

### All tenants

3.12.10 In exceptional circumstances we may allow you to end your tenancy with less than four weeks' notice but you will need to agree this with us.

3.12.11 **You must** allow us to inspect your home before you move out if we give you reasonable notice that we wish to do so. This will enable us to work closely with you in reducing any rechargeable work that may be attributed to you.

3.12.12 When your tenancy ends you must not leave anyone living in your home. If you do we may take legal action to evict them and you may have to pay our legal costs.

3.12.13 **You must** leave the property and garden in a clean, tidy and a damage free condition, clear of all your belongings including pets, furniture and furnishings and clear of rubbish.

3.12.14 Any alterations to the property that have been carried out by you may need to be removed and the property returned to the condition as originally let.

3.12.15 **You must** leave the fixtures and fittings in the same state as they were when your tenancy began except for reasonable wear and tear.

3.12.16 If you leave any repairs/reinstatement work for which you are responsible, we may arrange for this work to be carried out and recharge you for the cost of the work. This may include clearing rubbish/belongings from the property.

3.12.17 You must obtain your own contents insurance cover. The Council's insurance does not cover any of your furniture and/or belongings.

## Section 4: Your rights

4.1 This section of your tenancy agreement sets out your rights. Not all tenancies enjoy the same rights. Where this is the case the difference is highlighted.

4.1.1 This agreement gives you the right to live in your home free from interference from us as long as you, your family, friends and relatives and any other person living in or visiting your home (including children) do not break any of the conditions of this agreement. If any of the conditions of this agreement are broken we may apply to the Court to end your tenancy.

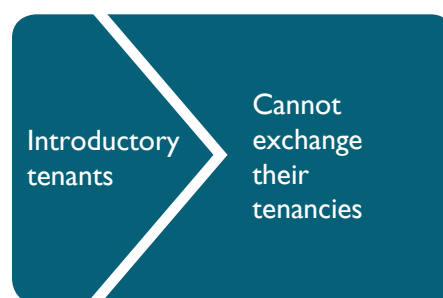
4.1.2 You may take in lodgers as long as you have a secure or secure flexible tenancy and the property does not become overcrowded. You will need written permission if your lodgers are intending to stay for 6 weeks or more. You must give us the names of any lodgers.



4.1.3 **You must not** sub-let the whole of your home at any time. If you do we will take legal action against you to repossess your home. You will be in breach of this agreement and may be committing fraud.

4.1.4 If you are a secure or secure flexible tenant you may be able to sublet part of your home with our written permission.

4.1.5 You have the right to exchange your home with another council tenant or tenant of a registered housing provider. An exchange may take place either by mutual assignment of the tenancies or by a surrender and re-grant of each tenancy in accordance with the relevant legal and regulatory provisions. You will need our written permission and there are some grounds upon which we can refuse an exchange. If we refuse your application we will explain why.



4.1.6 **You have the right** to transfer (assign) your tenancy to someone else in the following circumstances

- Where an order is made by the Court.
- We give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death

4.1.7 **Succession:** Your statutory succession rights are set out in the Housing Act 1985 and can be summarised as follows:

- i. If you became a tenant before 1 April 2015 when you die your tenancy may pass to your husband, wife or civil partner if they were living with you at the time of your death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your parent, grandparents, child, grandchild, brother, sister, uncle, aunt, nephew or niece. But does not include foster children.

- ii. If you became a tenant after 1 April 2015, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.
- iii. If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.
- iv. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.
- v. If a person who has been living with you for 12 months immediately prior to your death and does not have the statutory right to succeed your tenancy we may in some circumstances use our discretion to allow a new tenancy to be granted of a suitable property.

4.1.8 If you are a secure or secure flexible tenant you have the right to buy your home subject to meeting the eligibility criteria.



4.1.9 **You have the right** to make alterations to your home but you must have our written permission for this. Depending on the type of improvement you make you may be entitled to receive compensation for them when you end your tenancy.

**We will not** unreasonably withhold permission for you to undertake changes or alterations but even if our consent is given, in the capacity as landlord, you may also still need to obtain planning permission and/or building control consent for the works.



4.1.10 In certain circumstances you have the right to require us to get a second contractor to do certain small urgent repairs which might affect your health, safety or security. This only applies to repairs that are our responsibility and which we have not completed within a prescribed time.

4.1.11 **You have the right** to be consulted before we make any changes to the management of your property that are likely to have a significant effect on you.

4.1.12 **You have the right** to information about our housing management and maintenance policies and procedures, including allocations, transfers and mutual exchanges, repairs and consultation.

## Section 5: Our rights and responsibilities as landlord

### 5.1 Repairs and maintenance responsibilities

5.1.1 **We will** carry out repairs we are responsible for within a reasonable time, giving priority to urgent repairs.

5.1.2 **We will** maintain the structure of your home which includes but is not limited to:

- The roof.
- External drains, rainwater goods and pipes.
- External walls and doors, window sills, window frames.
- Internal walls, skirting board, door frames, floors and ceilings – excluding decoration but including major plasterwork.
- Some fences, pathways and other means of access.

5.1.3 If you cause damage to the property we may ask you to carry out the necessary repairs yourself or we may carry out the repairs and charge you for them.

5.1.4 **We will** keep all installations in the property for the supply of water, gas and electricity, sanitation and for space and water heating in repair and proper working order. Please note that meters are the responsibility of the supplier of the service.

5.1.5 In shared areas we will take reasonable steps to keep all lifts, lighting, door entry system, fire safety equipment and other shared items in a reasonable state of repair. Shared areas include stairways, entrances and landings that you and your neighbours can use.

5.1.6 **We will** carry out a gas safety check of your home each year if your home has gas.

5.1.7 Where additions or improvements have been made, we will only maintain and repair them if we have agreed in writing to do so.

5.1.8 If you apply to buy your home we will only do essential repairs that are needed by law.

5.1.9 **We will** keep the outside of the property and the internal communal areas of flats and maisonettes in a reasonable decorative state.

5.1.10 **We will** not make good any internal decorative finishes affected by any improvement works carried out by the Council at the property unless damage to the decorations has been caused as a result of negligence on behalf of the Council or anybody acting on the Council's behalf. The Council or contractors employed by the Council must clear up on completion of a repair. The decoration will be left as close as possible to its condition before the work was carried out.

### 5.2 Managing your tenancy

5.2.1 From time to time we may change the amount of rent we charge you. If we do this we will give you at least four weeks' notice. We will make these changes to your rent even if you do not receive the notice.

5.2.2 **We will** give you help and advice if you tell us you are the victim of anti-social behaviour.

5.2.3 **We will** provide copies of our policies on housing and re-housing if you ask for them.

5.2.4 **We will** consult you about changes to the way in which we plan to manage, maintain and improve council homes. We will also consult you about changes to the services and facilities we offer to council tenants.

### 5.3 Information sharing

5.3.1 We will always try to keep the information we hold about you up to date and accurate.

5.3.2 The Data Protection Act 1998 sets out how we can use and store your confidential details. The Data Protection Act 1998 also gives you certain rights relating to the information we hold. The main rights you have are:

- To see any information we hold about you (except information which identifies someone else); and

- To ask for us to correct any information that is wrong.

- 5.3.3 If you want to see a copy of the information we hold about you please contact us at the address given at the end of this agreement.
- 5.3.4 In accordance with the Data Protection Act 1998 we will protect the personal information you give us and keep this safe and secure.
- 5.3.5 We will collect from you some personal information to help us provide you with the most appropriate service and we may share this information with other Council departments to help prevent and detect fraud. Information that was collected for one purpose may be used for another Council purpose, unless there are legal restrictions preventing this.
- 5.3.6 We may share this information where necessary with other organisations where it is appropriate to protect public funds and/or prevent fraud in line with the National Fraud Initiative guidelines.
- 5.3.7 In accordance with Section 115 of the Crime and Disorder Act 1998 we can share information, without consent, if it is for the prevention and detection of crime.
- 5.3.8 We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data matching exercise. The data held by us will be used for cross-system and cross authority comparison for the prevention and detection of fraud.
- 5.3.9 You have the right to see any of the information you have given us in connection with your tenancy but we may charge you to supply this.

## 5.4 If we want to end your tenancy

### Introductory tenants

- 5.4.1 If you are an introductory tenant and we want to end your tenancy, or extend it for a further six months we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate. You can ask us to review our decision to end or extend your tenancy.

## Secure tenants

- 5.4.2 If you are a secure tenant and we want to end your tenancy we will give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and tell you the date after which court proceedings can be started.

## Secure flexible tenants

- 5.4.3 If we want to end your Secure Flexible tenancy during the fixed term because you are in breach of your conditions of tenancy we will give you the opportunity to put right any breach of the tenancy conditions where possible.
- 5.4.4 If we need to end your tenancy we will give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and tell you the date after which court proceedings will start.
- 5.4.5 At least 9 months before your secure flexible tenancy is due to end we will start to review your case. The criteria that we will use when carrying out the review are set out in our Tenancy Policy. You must take part in the review or we will assume you do not want to stay in your home.
- 5.4.6 We will tell you if we decide not to grant you a new Secure Flexible tenancy and give you written notice 6 months before the end of the tenancy.
- 5.4.7 You can ask us to review our decision not to grant you a new tenancy.
- 5.4.8 We will serve a second notice telling you that we are going to make an application to Court for an order to evict you from your home

## 5.5 Ending tenancies that are no longer secure

- 5.5.1 If you are an introductory or secure tenant and no longer use your property as your only or main home, or you have sublet all of your property, we will end your tenancy by giving you a 'notice to quit'. This will give you four weeks' notice, ending on a Sunday.
- 5.5.2 There are some circumstances when tenants with flexible tenancies lose their security of tenure and

in these cases the Council may wish to exercise a right of re-entry. On these occasions we may re-enter the property or any part of the property at any time after any of the following:

- Any rent is unpaid for 21 days after becoming payable whether it has been formally demanded or not.
- Any breach of any condition of this tenancy has occurred.
- An act of insolvency on behalf of the tenant.

5.5.3 If we re-enter the property or any part of it under this clause the tenancy agreement will end immediately without prejudice to any right or remedy of the Council in respect of any breach of the tenancy agreement by the tenant.

5.5.4 Clauses 5.5.2 and 5.5.3 do not affect any rights you may have under the Protection from Eviction Act 1977. The landlord cannot enter the property or evict a tenant without a Court having first made an order for possession.

## 5.6 Notices

5.6.1 Any notices we need to serve to tell you about changes to your rent or your tenancy will generally be served by posting them through your letterbox. We may serve any notice on you at the property by putting it through the letterbox, by fixing it to the property, by sending it by recorded delivery, first class post, by leaving it with you or somebody at your home or by sending it to or leaving it at your last known address.

5.6.2 If you wish to serve a notice on the Council it should be served on:

East Kent Housing (for and on behalf of  
Thanet District Council as managing agent),  
Thanet District Council, Cecil Street,  
Margate, CT9 1XZ.

## 5.7 Complaints

5.7.1 If you think that we have broken any of the terms of this agreement you should make a complaint to us. We will arrange to investigate your complaint and write to you with the result.

5.7.2 If your complaint is about a repair not being done within the agreed time limits, you can use your right to repair.

5.7.3 If you are still unhappy with the way in which we have dealt with your complaint you can talk to your local Citizens' Advice Bureau, Shelter, other advice centre or solicitor for information about your rights.

## Section 6: Definitions

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### Definitions

Unless otherwise stated, the following definitions apply to all the terms and conditions contained within the tenancy agreement.

### Assignment

Assignment – An assignment of tenancy takes place when a tenant transfers their right to the tenancy to another person. Your rights to assign this tenancy are restricted to those situations described in section 4.

### Break Date

Is a fixed date when a flexible secure tenancy will come to an end and must not be less than four weeks after the tenant has served on the Council a notice ending their tenancy. The tenancy will only end on that date if the tenant does not owe rent arrears or is not in breach of any other tenancy condition.

### Break Notice

A notice served on the Council at least four weeks prior to the break date.

### Council or the Council

Means Thanet District Council

### Eviction

When you are told to leave your home by order of a Court of law.

### Fixtures and fittings

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

### Flat

A home which forms part of a building

### Garden

- Lawns, hedges, flowerbeds, trees, shrubs outside walls, fences, paths, yards and drives.
- Grass
- Trees
- Plants
- Bushes
- Hedges
- Garage
- Sheds
- Greenhouses

### Improvement

Any changes to the property other than decoration. These might include:

- Putting up an extension
- Adding to, changing or replacing the fixtures and fittings provided by the Council.
- Altering or interfering with essential gas, electricity or water services.
- Putting up an aerial or satellite dish.
- Building or putting up any structures such as sheds, garages, pigeon lofts, car ports, hard standing or driveway.
- Making major alterations to the property.
- Removing any tree or hedge from the garden or external area.

### Locality or local area

The area generally considered by its residents as the neighbourhood or estate.

### Lodger

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

### Main Home

The Housing Act 1985 definition is: The tenant must occupy the property as his/her only or principal home.

### Maisonette

A flat with more than one floor which forms part of a building.

### Your neighbours

Including everyone living in the local area, including people who own their own homes or are renting from another landlord

### Mutual exchange

Means to swap your tenancy with another person where this is allowed by the Housing Act 1985.

### Partner

A husband, wife or civil partner or someone who lives with you as a husband or wife, or in a same sex relationship.

### Possession order

A court order to evict you.

### **The property**

This includes your home (the address of which is detailed on the front of this tenancy agreement) and all land, buildings, fixtures, fittings, fences, hedges and walls which are a part of it. It does not include shared areas.

### **Relative**

Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, cousins and step relatives.

### **Rent**

The weekly charge we ask you to pay for occupying the property. Other charges (service charges) may be included in the totally weekly rent for extra services.

### **Service charges**

Charges for services provided that are in addition to your accommodation. For example cleaning of shared areas or grass cutting in communal areas around or close to your home.

### **Shared areas**

This applies usually to flats and maisonettes. Shared areas are the parts of the building that all tenants can use, for example: entrance halls, stairwells, landings. Some shared areas are shared by the whole estate, i.e. play areas.

### **Structure**

The walls, roof and load bearing part of the building in which you live.

### **Sublet**

To let part of your property to another person giving them exclusive rights to part of the property.

### **Terminating your tenancy**

Ending your tenancy. If one tenant in a joint tenancy ends the tenancy, then the whole tenancy ends

### **Vacant possession**

Handing back the keys to your property after you have given us four clear weeks' notice. You must leave the property clean and clear and with no other person still living in the property.

### **Vehicle**

For example a car, motorbike and other two four wheel bikes, van or lorry of less than three and a half tonnes gross weight, bike, caravan, electric scooter or other vehicle.

### **Visitor**

People temporarily staying at the property or a person present in your home.

### **We**

Refers to Thanet District Council, any members of staff and/or any contractor we have instructed to act on our behalf under the terms of the tenancy conditions.

### **You**

Includes yourself as the tenant or joint tenant and any household member living with you including family, friends, relatives, lodgers, pets and visitors to the property. When there are joint tenants 'You' refers to each of you, individually and both of you jointly.