

Secure Tenancy Agreement

This agreement forms a binding contract between you and us. It describes our and your rights and responsibilities.

The address of the property rented in this tenancy agreement:

.....("your home")
Type of property:

Our name and address:

South Kesteven District Council
Council Offices
St Peters Hill
Grantham
Lincs
NG31 6PZ

The name of the tenant or tenants:

..... National Insurance number:.....

..... National Insurance number:.....

("the tenant" or "you"). In the case of joint tenants, the term "tenant" or "you" applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

This tenancy is a **secure** tenancy within the meaning of the Housing Act 1985, the terms of which are set out in this tenancy agreement. It begins on the start date listed below and will be for an initial term of one week continuing weekly thereafter until brought to an end.

This weekly tenancy starts on: Monday

Payments for your home

The weekly payments for your home at the start of this tenancy are:

(i) Rent £.....

The first rent payment date is

Service and support charge

(ii) You must also pay the following weekly charges for the following services:

Service charges:	[description]	£.....
	[description]	£.....

	Support charges	[description]	£.....
		[description]	£.....
Permitted number of occupants	Under overcrowding legislation, the maximum number of people allowed to live at your home is You must not allow more than this number to live at your home.		

If there is anything you don't understand, please contact us. You can also get help from a Citizens' Advice Bureau, Solicitor or Shelter.

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Words in bold and italics are for explanation only and do not form part of the tenancy conditions for legal purposes

1 Definitions

Assign

To transfer your right to your tenancy to someone else

Demotion (of tenancy)

Under The Housing Act 1996 and the Anti Social Behaviour Act 2003, we have the right to apply to the county court for a demotion order if you or someone living in or visiting your home has been acting or threatening to act anti socially or has been involved in unlawful conduct. This would have the effect of ending your secure tenancy and replacing it with a less secure type that we could end more easily if you continued to act in this way

Emergency services

The police, the fire brigade and the ambulance service.

Fixtures and fittings

All appliances and furnishings supplied and/or owned by us in your home, including installations for supplying or using gas, electricity and water.

Flat

A home which forms part of a larger building.

Garden

Identifiable external area for the exclusive use of the occupants of your home and which the tenant is solely responsible for maintaining

Improvements

Any alterations or additions to the property.

Local area

Local area can include all parts of the district of South Kesteven, but can be limited to specific areas where appropriate.

Lodger

A lodger is some one who lives in your home but does not have exclusive right to any one part of it. They will often receive some kind of service from you such as cooking or cleaning.

A lodger includes someone who stays at your home for longer than four weeks and pays money to you to live in your property.

Mutual exchange

To swap your secure tenancy with another tenant of another local authority or housing association with our permission

Neighbours

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

Partner

A husband or wife, or someone who you live with in a relationship.

Property/Home

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

Relative

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

Secure tenant

By law, secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an order for possession.

Shared areas

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

Sublet

Sub-letting means that someone pays you rent to have exclusive right to part of your home.

Succession

Section 87 of the Housing Act 1985 sets out that a person is qualified to succeed if he or she occupies the property as his or her only or principal home at the time of the tenant's death and is either:

1. The tenant's spouse [or civil partner];
or
2. Another member of the tenant's family who has resided with the tenant continuously for the twelve months ending with the tenant's death. Family members include husband/wife, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces. Step and half relatives are treated as full blood relatives.

Tenant

The person or people named on this Tenancy Agreement and the rent account.

The Council

South Kesteven District Council.

Transfer

A move by an existing SKDC Tenant from one SKDC property to another SKDC property with our written consent

Vehicle

The whole, or any substantial part of a car, bus, lorry, motorbike, bike, boat, motorised mobility scooters and so on.

We, us or our

South Kesteven District Council

Written permission

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

You

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

2 Secure tenancy agreement

- a By signing this tenancy agreement you are agreeing to become our tenant and are entering into a legal contract with us. If there is anything in this tenancy agreement which you do not understand, you should contact us, or get advice from a Solicitor, Shelter or the Citizens' Advice Bureau.
- b You are not entitled to assign this tenancy without a court order or with our written consent when exercising the right to exchange as set out by condition 4(h) or assigning the tenancy to someone that would have qualified under conditions 4(i) or 4(j) to succeed to the tenancy if you had died.
- c Your neighbours who are also our tenants have the same rights and responsibilities as you.
- d This tenancy agreement gives you the right to live in your home. We will not interfere with this right unless any of the following apply.
- access is required subject to reasonable notice which shall be no less than 24 hours (other than in an emergency), to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or
 - We are entitled to possession at the end of the tenancy.
 - You break any of the conditions in this agreement. If you do we may take legal action to force you to meet the conditions or we will ask the court permission to evict you.
 - We built or adapted the property for a person with physical disabilities; and
 1. You no longer need that type of home; or
 2. We need the property for someone else with special needs.
 - We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.
 - You stop using your property as your main home.
 - There is any other reason under the Housing Act 1985, the Housing Act 1996 or any future law which persuades us to get involved. Please ask us if you need details of these laws.
- e We can repossess your home if you, or someone acting for you, have given us false information to get the tenancy.
- f You must tell us if you will be away from your home for more than four weeks. We will then know that you have not abandoned it. We need to know if your job (or other

circumstances) means that you are often away from your home or if you are away for long periods of time.

- g The people who can live at the property are those you told us about when you applied for the property. You must get our permission before anyone comes to live with you for more than 4 weeks.

We will refuse you permission to let them stay at the property if we think that they may break the conditions in this agreement or if we have already evicted your guest because of their behaviour. We will write to you giving our reasons.

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3 Our responsibilities

- a We will keep the structure and exterior of your home in good repair including drains, gutters and external pipes.
- b We will keep in proper working order the installations in the property for the supply of water, gas, electricity and for sanitation including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity.
- c We will keep in repair and proper working order the installation in the dwelling for heating and heating water.
- d The exceptions to the above are repairs that arise as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home.
- e We will give you help and advice if you tell us that you are the victim of antisocial behaviour (see Part 6 of this tenancy agreement).

If we do not meet our responsibilities that are given in this tenancy agreement, you can do the following.

- ❑ ***Speak to us.***
- ❑ ***Use our complaints procedure. You can get details from us.***
- ❑ ***Speak to your local councillor.***
- ❑ ***Consult the tenants handbook***
- ❑ ***Write to the Local Government Ombudsman***
- ❑ ***Take us to court. You should get advice from a solicitor, Shelter or the Citizens' Advice Bureau.***

4 Your rights

a Right to occupy

This agreement gives you the right to live in your home without any interference from us for the duration of this tenancy as long as you, your friends and relatives, and any other person living in or visiting your home (including children) do not break any of the conditions in this tenancy agreement, subject to your obligation to allow access to our employees or contractors as contained in this tenancy agreement. If any of the conditions are broken, we may apply to the court to end your tenancy.

b Right to information

You have the right;

- to see our policies on housing, re-housing and exchanges
- to see certain personal information we hold for the purpose of your tenancy or housing application. We may charge you for copies of these details.

c Right to be consulted

We will consult you over any substantial changes in housing management and consider your views before putting the changes into effect. We will consult tenants individually or through tenant's representatives, or tenants groups.

d Right to make improvements to your home

You may carry out certain alterations or improvements to your home but you must get written permission from us prior to starting any work.

We shall not unreasonably withhold our consent but it will be conditional upon the works being carried out to a certain standard. All works must adhere to current Planning and Building Regulations and Health and Safety standards.

Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

e Right to take in lodgers and sublet your home

You have the right to take in a lodger (as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page [2] of this tenancy agreement)). If you do take in a lodger, you must tell us immediately and inform us of their name, age, gender and details of the accommodation they will occupy.

As long as you first get our written consent, you may sublet part of your home. We may give consent subject to reasonable conditions. You may not sublet the whole of your home.

f **Right to exchange**

You can exchange your home with that of another council tenant or a housing association tenant but you, must first get our written consent. We may grant consent subject to certain conditions. We may also refuse consent in certain circumstances.

g **Succession**

Succession is the right to pass on your tenancy when you die to your partner or to a family member who has lived in your home continuously for more than 12 months. Details on how the right of succession works can be found in the Tenants' Handbook.

A “succession” is:

When you die, your tenancy will pass to your husband, wife, partner, or a relative, if they have lived with you in the property for a continuous period of more than twelve months at the time of your death.

By law, a second succession is not possible but, in certain circumstances, we may pass the tenancy to a relative. Ask Tenancy Services for more information.

If your tenancy passes to a relative when you die and the property is larger than your relative needs or has been specially adapted and no one living in your home needs that adaptation, we may move them to another suitable property. If the property passes to your partner when you die, we will not try to move them out if they stay in the property.

We may seek possession if, six months after your death, there has been no grant of probate or letters of administration.

h **Special succession rights**

If inheritance rules do not allow someone who qualifies under condition 4(i) to take over this tenancy, we may use Ground 16 of Schedule 2 of the Housing Act 1985 (this means we may seek possession on the ground of under-occupation although this ground does not apply if the successor is the spouse of the deceased tenant) (this is on the basis that you are referring to the death of a tenant and moving to another property please check this) to end this tenancy agreement and grant that person a new tenancy of your home.

i **Competing succession claims**

If more than one person would be allowed to claim the tenancy, they must decide between them who should get the tenancy. If they cannot agree, we will decide and let

the interested parties know our reasons. You should seek advice from the Council if you require any further advice on this point.

j right to buy

If you have lived in council accommodation for at least 5 years and qualify under the legislation you have the right to buy your home under the Housing Act 1985. Please ask us for more information. (Please note we would need an outright possession order and not mere rent arrears to prevent them accessing the right to buy).

If you die, the person who takes over the tenancy under the succession rights will also take over the right to buy however they must still have held a secure tenancy in their own right for a period of 5 years or more before they are entitled to rely on the right to buy.

You will not have the right to buy your home if you live in certain supported housing, or other housing excluded from the legislation.

Please contact the Council if you are unsure or need any further advice about any of the information within this section.

5 Rent and other charges

The weekly rent for your home and any applicable service or support charge are shown at the start of the tenancy on page [1]. These may be varied from time to time by us under this tenancy agreement in accordance with the provisions of this Part.

a Your rent

You must pay your rent every week in advance or at any other interval that we agree to. There are a set number of “rent free weeks” per year when no rent is due (although people with rent arrears must continue to pay in these weeks). You will be advised annually when these free weeks will be.

If you are a joint tenant, you are each responsible for paying all the rent, rent arrears and all other charges for your home when they are due. We can recover all rent arrears owed for your home from either joint tenant. So if one joint tenant leaves, the remaining tenant is responsible for any rent, rent arrears or other outstanding money owed to us.

b Changes to your rent

We may change your rent at any time. We will tell you of any change in rent at least 4 weeks before the change. But, we will still change your rent even if you do not receive this notice.

c Service charge (where applicable)

In certain properties a charge may be made for services provided. Examples of possible service charges are maintenance and replacement of septic tanks and treatment plants (where the service is currently provided by South Kesteven District Council and not by Anglian Water), use of community centres in sheltered schemes etc. We will tell you about any that apply.

d Changes to service charge

We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or introduce new services. Any such changes may either require you to pay a new service charge or affect the amount of service charge you pay.

Notice of any change in the amounts charged for services will be given to you at least four weeks before any change is made.

We will give you a summary of what is included in your service charge.

e Rent arrears and advance payments

When your tenancy ends, you must pay us any rent, charges or costs which you owe us immediately.

If you do not pay your rent, we may go to court and ask for you to be evicted from the property. You will be charged for being taken to court.

We may take any money you owe us from any money we owe you.

You may lose your home if you do not pay your rent.

f Outgoings

You agree to pay all outgoings applying to your home including council tax, water charges, drainage and electric and other costs whether metered or billed, except where these charges are included in your rent or service charges.

g Support charges (where applicable)

If we provide you with housing support services (indicated on page [1] of this tenancy agreement), for example Supporting People services, those services may include any support services (excluding personal care) which help to ensure that you:

- can sustain your tenancy; and
- allow you to live independently for as long as you are able and wish to.

At the start of your tenancy, you agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved by you.

We may vary the charges for these services from time to time. We will increase charges at the same time as your rent and service charge and by giving you at least four weeks notice in writing, but not more than once a year unless there is a change in the services provided. In varying these charges, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Council in its capacity as the Supporting People Authority which is presently Lincolnshire County Council.

If, instead of us providing you with support services, a support provider provides you with support services, then you will be responsible for entering into a separate

agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this tenancy agreement.

h Housing Benefit

We will provide you with help and advice on claiming Housing Benefit.

If your circumstances change, altering your entitlement to Housing Benefit, you must inform us immediately. We may recover from you any overpayment which is lawfully recoverable.

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6 Antisocial behaviour

You and any joint tenants are responsible for your behaviour and the behaviour of your children and anyone else living with or visiting you while they are in your home (including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas).

The local area includes play areas, streets, shopping areas, community buildings and facilities, and any area within the district of South Kesteven.

You will be asked to sign a Good Neighbour Agreement when you take on the tenancy.

- a You, your friends and relatives, and any other person living in or visiting your home (including children) must not:
- do anything which causes or is likely to cause a nuisance or annoyance to anyone in the local area;
 - do anything which interferes with the peace, safety, comfort and/or convenience of other people living in, visiting or working in the local area;
 - use your home for any criminal, immoral or illegal purpose, including selling, producing or using any illegal drugs, or storing or handling stolen goods;
- b Antisocial behaviour includes (but is not limited to):
- using or threatening to use violence;
 - excessive noise including loud music;
 - banging and slamming doors;
 - damaging property;
 - drug and alcohol abuse;
 - playing ball games close to properties other than on designated play areas;
 - skateboarding and cycling on footpaths and balconies;
 - dumping rubbish;
 - being drunk in public;
 - persistent dog barking and/or not keeping your pets under control;
 - criminal activity in properties;
 - spraying graffiti;
 - domestic abuse
 - throwing things out of windows;
 - prostitution;
 - dealing in pornography;
 - breaking shared security, for example, allowing strangers to get into the building;
 - not keeping your children under control;
 - regular car repairs or car repairs at unreasonable hours;
 - verbal abuse
 - harassment (see clause 6c below).
- c You, your friends and relatives, and any other person living in or visiting your home (including children) must not commit any form of harassment, or threat of harassment,

on the grounds of race, colour, religion, gender, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors. This includes (but is not limited to):

- Racist behaviour or language
 - Using or threatening to use violence
 - Using abusive or insulting words or behaviour
 - Damaging or threatening to damage another person's home or possessions
 - Writing threatening, abusive or insulting graffiti.
- d We may ask you to enter into an acceptable behaviour contract that you will not continue or allow to continue any antisocial behaviour.
- e You must make yourself available at your home for interview if requested to do so given reasonable notice. – at least 24 hours
- f We may take legal action to evict you if you, your friends and relatives and any other person (including children) living in or visiting your home behave antisocially and we will not find you a new home if you are evicted because of antisocial behaviour.

7 Using your home

- a. You, your friends and relatives, and any other person living in or visiting your home (including children) must not use your home other than as a private home.
- b. You, your friends and relatives, and any other person living in or visiting your home (including children and pets) must not damage, vandalise or remove any part of the property.
- c. You must make yourself available at reasonable notice, at either your property or an agreed venue to discuss issues relating to your tenancy.
- d. You must inform us if you are away from your property for a period more than four weeks
- e. You must, given reasonable notice, allow our employees and/or contractors access to your property to inspect it and/or carry out any repairs, servicing or improvement works to the property. All our employees and contractors will wear identification.
- f. You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel that the business is likely to cause a nuisance to other people or damage your home. If, after we have given our permission, the business causes a nuisance, we will give you written notice that we withdraw our permission.
- g. Examples of businesses that we may not allow you to run from your home include:
 - ❑ car repair and maintenance businesses;
 - ❑ printing businesses;
 - ❑ any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals;
 - ❑ shops or wholesale businesses where customers would have to visit your home; and
 - ❑ any business that would mean more than your own vehicle being parked outside your home, for example, a taxi or vehicle hire company.

8 Repairs and Improvements

- a You must report immediately upon becoming aware any repairs that need carrying out to your home which we are responsible for.
- b You are responsible for repairs which are necessary because you did not report another repair to us.
- c You are responsible for the cost of any items in your property such as furniture, clothing, floor coverings etc that are damaged as a result of a repair unless due to negligence by our contractors.
- d You must allow our employees and contractors to enter your home at reasonable times and at reasonable notice to inspect it or carry out repairs.
- e You must allow our employees and contractors to enter your home at reasonable times and at reasonable notice to service appliances and to carry out improvement works to your property.
- f If there is a risk of damage to your home or to other properties, or of injury to people, we may need to give you 24 hours' or less notice in an emergency that we need to enter your home. We will charge you the cost of getting into your home if you try to prevent us from entering.
- g You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people residing in your home or people visiting your home. This includes the cost for putting right any improvements/alterations carried out by you, people residing in your home or people visiting your home without obtaining the correct permissions..
- h Contact us immediately if the drains of your home become blocked. If you have caused the blockage by not using the drains properly, we will charge you for the work.
- i We reserve the right to do any repairs that are your responsibility if it is not put right within a reasonable period of time and recover all our costs from you. We will tell you about this and give you an opportunity to get the repair completed to an acceptable standard.
- j You are expected to do certain repairs yourself which are listed in your tenants handbook.
- k You must not make any structural change to your home without our written permission. If we refuse permission, we will give you our reasons in writing. If we give our permission, we may set certain conditions. If you do not meet the conditions, we may take away our permission. Structural work includes (but is not limited to) alterations to or removing walls, floors, ceilings, roofs and water, electricity and gas services.
- l All work that is done at your home must be carried out by a qualified contractor to an acceptable standard and you must obtain any necessary permissions (for example planning permissions and building regulations consents).

- m You must inform us once any work is complete. The council reserve the right to inspect such improvement works. If the work is unsatisfactory we will either instruct you to carry out extra works or we will carry out any extra work required and you will be charged.
- n You must not fit a CB or Radio aerial or satellite dish at your home without our written permission (you may also need planning permission).
- o You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at your home. These improvements will become our property when you move out. If you take them with you when you move, you must put the property back to the way it was before you improved it. If you don't, we will charge you for the work.
- p You are responsible for insuring the contents of your home. We are only responsible for insuring the building.

For more information on repairs and what you are responsible for, please read the Tenants' Handbook.

9 Hygiene

- a You, your friends and relatives, and any other person living in or visiting your home (including children) must:
- Keep your home free from fleas, rats, mice and other pests.
 - Keep your home clean and tidy. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish, dealing with pests etc.
 - Keep all shared stairways, halls and landings clean. You must not leave any personal belongings or rubbish in these areas. We may remove and dispose of anything you leave in these areas and charge you for the work.
 - Keep your home free from bad smells..
 - Keep all shared areas free from obstructions. Examples of items not to be left in communal areas include bikes, motorcycles, pushchairs, plants, furniture, mobility scooters etc.
- b You must act immediately to deal with any infestation of fleas, rats, mice or other pests in your home or garden.
- c You must store your refuse hygienically at your home or in the designated refuse storage area and ensure that it is presented correctly and available for collection in accordance with the local authority's instructions.
- d If we have to move items stored or abandoned in communal areas , we will not be responsible for any loss you may suffer and may charge you for the costs incurred.

10 Health and safety

- a You, your friends and relatives, and any other person living in or visiting your home (including children) must not:
- use portable oil, paraffin or gas cylinder heaters in your home without our written permission;
 - store inflammable materials or gas anywhere at your home without our written permission;
 - store any vehicles which are powered by petrol, diesel, paraffin, electricity or gas in shared areas;
 - store any appliances which are powered by petrol, diesel or paraffin at your home, except lawn mowers and garden equipment;
 - obstruct any corridors used as fire escape routes in shared areas;
 - interfere with the correct use of fire or security doors;
 - interfere with any equipment for detecting or putting out fires in your home;
 - interfere with any equipment for detecting carbon monoxide in your home;
 - prevent us and/or our representatives from servicing appliances in your home.
 - prevent us and/or our representatives from carrying out necessary repairs and/or improvement works to your home.
 - do anything in your home which could cause a danger to anyone in your home or in the local area;
 - throw anything through the windows of your home or off balconies;
 - leave syringes/needles in areas where people in the local area may come into contact with them. They must be properly and safely stored in purpose-made sharps containers and disposed of in the correct manner.
 - let anyone you don't know into the shared areas without appropriate identification;
 - put anything on a window ledge or balcony which could be a danger to anyone living in or visiting your home or the local area;
 - shake mats or carpets from the windows or balconies;
 - withhold information from the police about any burglary or damage caused by a criminal act at your home; or
 - delay telling us about any damage to your home;

- you must inform us if you use/store medical oxygen at your home. You must also display appropriate chemical hazard warning signs outside your home.

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11 Animals

a You, your friends and relatives, and any other person living in or visiting your home (including children) must not do the following without our written permission.

- Keep any animal or animals which we feel is/are unsuitable.

Unsuitable animals may include (but are not limited to) wild animals; insects, spiders, fish and snakes which are poisonous or dangerous; large animals or reptiles; livestock. If you are not sure whether an animal is suitable, please contact us.

- Keep a dog or cat in a flat with a shared entrance (unless it is a registered dog trained to assist with disabilities), unless your tenancy agreement started before 1 April 2002 before which you had a dog or cat, you can continue to keep it at your home. You cannot however get another dog or cat in the future unless it is a registered dog trained to assist with disabilities.
- Breed any animals or birds at your home.
- Allow any animal or animals you keep at your home to cause a nuisance to anyone in the local area, including our employees, contractors and agents.
- If your animal/s causes nuisance to any of the neighbours and we may ask you to remove it/them from your home.
- Allow your animals to foul any area owned by us (you must remove and dispose of any mess hygienically).

b In properties without shared entrances, you may not keep more than two domestic animals (dogs or cats) without our written permission.

c You must get our written permission to build an animal or bird enclosure. If we give our permission, we may set conditions that you must keep to. If you do not meet the conditions, we may take away our permission. We may also withdraw our permission if the animals or birds cause a nuisance.

12 Gardens

- a You must keep all garden areas neat and tidy. If you don't, we may do it for you and charge you for the work.
- b You must not put a greenhouse, garage, shed or animal/bird enclosure in your garden without getting our written permission.
Even if we give our permission, you may still need to get planning permission and meet building regulations. We may withdraw our permission if the greenhouse, garage, shed or animal/bird enclosure causes a nuisance.
- c You must not remove, add or alter a fence, hedge, tree or boundary line at your home without getting our written permission.
- d You must not store rubbish, furniture, vehicles or appliances in the garden area. If you do, we may remove the items and charge you for doing this. We will give you 24 hours' notice that we will be removing the items.
- e If you do not keep your garden neat and tidy, we may take legal action to force you to meet the conditions or we may ask the court for permission to evict you.
- f You must not create or light an open fire in your garden.
- g You must not park any vehicle in your garden unless a garage or hardstanding and a vehicular access path and dropped kerb is provided (see also Clause 13).
- h. You should clear up all cuttings, litter and rubbish and get rid of it appropriately.

13 Vehicles

- a You, your friends and relatives, and any other person living in or visiting your home (including children) must not do the following
- ❑ Park or store any vehicle anywhere on the property (including grass verges and boundaries owned by us) unless you are using a garage, parking area or a drive with a dropped kerb.
 - ❑ Park any vehicle on communal grassed areas or roadside verges owned by us.
 - ❑ Build a parking space, garage or drive without our written permission.
 - ❑ Park any motorhome, caravan, boat or business vehicle at your home without our written permission. If you do you will be asked to remove it.
 - ❑ Repair or have for sale any vehicle not owned by yourself at your home or any other land owned by us. If we suspect that you are repairing such a vehicle, we may ask you to prove that you own the vehicle.
 - ❑ Park any vehicle which is illegal or is not roadworthy on any land that belongs to us. If you do, we may remove the vehicle. We will give you 24 hours' notice.
 - ❑ Double park vehicles or park in a way which causes an obstruction to other road users, including emergency services' vehicles.
 - ❑ Allow anyone, other than your relatives, visitors and friends, to park at your home.
 - ❑ Sell, rent or give away a parking space or permit which we provide for you.
- b If we give our permission to build a parking space, garage, dropped kerb or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance. A dropped kerb may need planning permission and will need to be to a standard set by the relevant Highways Authority.
- c We will not be responsible for damage to your vehicle if we have to remove it.

14 How you may end your tenancy

- a When you move out of your home, you must do the following.
- ❑ Give us four weeks' written notice that you want to leave. This can be reduced to two weeks in the event of the death of a tenant.
 - ❑ Give us all the keys including any door entry fobs to your home on the day you leave. If you do not give us any of these items, we will charge you for the cost of replacing the keys and locks of the property.
 - ❑ Pay all the rent and other charges up to the date of the end of your tenancy.
 - ❑ Remove all your furniture, and personal fittings and belongings from your home unless specified items have been authorised to be left on the pre-termination visit. We will remove any items you leave behind and will charge you for the work necessary if no agreement has been made.
 - ❑ Remove all rubbish from inside and outside your home.
 - ❑ Remove any greenhouse, garage, shed or animal/bird enclosure you have put in the garden unless we agree you may leave it in writing.
 - ❑ Make sure all the fittings and fixtures you have installed and which you are leaving in the property are in good working order.
 - ❑ Replace or repair broken items which belong to us.
 - ❑ Leave your home clean and tidy. We will charge you if we have to clean or repair any damage to the property.
 - ❑ Allow our employees and contractors to enter your home at reasonable times to inspect it prior to you vacating the property.
 - ❑ Allow our employees to show prospective tenants around your home prior to you leaving.
 - ❑ If gas appliances are removed, make sure that all exposed pipes are capped off.
 - ❑ Make sure that electricity, gas and water meters are read and the relevant suppliers informed.
 - ❑ Give us your new address and contact details
- b If you owe us money for rent or other charges when you leave your home, you must make arrangements with us to pay the debt. We may refuse to provide you with alternative accommodation if you do not do this.

- c If you are a joint tenant, the whole tenancy will end if you or another joint tenant leaves or gives notice. You will not have an automatic right to continue living in the property if a joint tenant has moved out or terminated the tenancy.
- d You must not leave anyone else in the property when you leave. You cannot transfer your tenancy to someone else unless otherwise provided for in this tenancy agreement. If you do leave anyone in the property, we will evict them through the court as they will be living there illegally. We will charge you the cost of doing this.

TRANSFERRING TO ANOTHER PROPERTY

You must -

- Allow our employees and contractors to enter your home at reasonable times to inspect it prior to you vacating the property.
- Allow our employees to show prospective tenants around your home prior to you leaving.
- Ensure the condition of the property is acceptable (clean, free from damage and in reasonable decorative order).

If you fail to comply with these conditions it may result in you not being able to transfer to another property.

15 Written permission

- a You must get our written permission before you:
- ❑ make improvements to your home (see condition 4(d));
 - ❑ run a business from your home (see condition 7(f));
 - ❑ carry out alterations to your home (see condition 4(d));
 - ❑ put a garage, greenhouse, shed or bird/animal enclosure in the garden (see conditions 11(c) and 12(b));
 - ❑ lay laminate flooring;
 - ❑ lay ceramic floor tiles;
 - ❑ fit a CB aerial or satellite dish (see condition 8(n));
 - ❑ use portable oil, paraffin or gas cylinder heaters in your home without our written permission (see condition 10 (a));
 - ❑ store inflammable materials or gas anywhere at your home without our written permission see condition 10 (a);
 - ❑ build a parking space, garage or drive (see condition 13(a));
 - ❑ remove, add, alter or replace any walls, hedges, fences or trees(see condition 12(c));
 - ❑ sublet any part of your home or take in a lodger (see condition 4(g));
 - ❑ exchange or transfer your home(see condition 4(h));
 - ❑ keep certain animals (see Part 11);
- b Where we are asked to give permission under one of the headings listed in condition 16(a), such permission shall not be unreasonably withheld.
- c To apply for our written permission, please contact us. Contact details are available in the tenants' handbook.

Before we give you our written permission, you may need to get planning permission and meet building regulations.

We may withdraw our permission if you cause a nuisance

16 Written notices

- a We will deliver all letters and notices to you by hand at your home, or send them by first class post to your last known address.
- b 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.

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17 Data Protection

You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or which has been provided by third parties or will be provided in the future to perform our functions. This may include disclosure to certain third parties who are able to show that they are entitled to receive the information (utility companies, contractors and other service providers). We comply with the Data Protection Act 1998 when dealing with personal data. This means that your personal data will be processed in accordance with the law.

DISCLOSURE OF PERSONAL DATA

In signing this tenancy agreement you consent to your personal data being disclosed to utility companies on termination of your tenancy for the purpose of the utility companies recovering any outstanding monies owed to them insofar as they relate to this tenancy agreement.

18 Signatories

I/We have read this tenancy agreement/ had this tenancy agreement read to me/us [*delete as appropriate*], and understood and accept the terms and conditions of this tenancy agreement.

I have read the Good Neighbour Agreement/had the Good Neighbour Agreement read to me/us (*delete as appropriate*) and understood and accept the terms and conditions of the Good Neighbour Agreement.

In the case of a joint tenancy, each of you must sign

Signed by the tenantDated

.....Dated

.....Dated

Signed

Dated

on behalf of South Kesteven District Council

If you have any problems concerning your home then you should contact us for help and advice. It is important to keep the obligations that you make in this tenancy agreement. You must remember that the way you behave can affect other people. If you behave badly and cause problems for your neighbours, their visitors or those working in the area you could lose your home.

We operate a complaints procedure that is detailed in the Tenants' Handbook.

You can obtain further advice and information about your legal remedies from a local Citizens' Advice Bureau, Law Centre or Solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

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