

# Tenancy Agreement

DRAFT



SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL



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# Legal Contract

This agreement forms a binding legal contract between you and us. It sets out our responsibilities as your landlord and your rights and responsibilities as a tenant.

## This agreement is made between:

**The landlord:** South Kesteven District Council, The Picture House, St. Catherines Road, Grantham, Lincolnshire, NG31 6TT “the Council/we”)

## The tenant(s):

The words ‘you’ and ‘your’ refer to the tenant(s). In the case of joint tenants the term ‘tenant’ or ‘you’ applies to each of you. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

## The address of the property rented in this tenancy agreement is:

### Property Type

In this tenancy the words ‘property’, ‘premises’ and ‘home’ refer to the whole of the property, including all fixtures and fittings, the garden(s), any outbuildings, paths, hedges, trees, fences and communal areas, if the property is in a block of flats.  
 (“Your home/property”)

## Persons residing at the property other than the tenant(s):

|  |  |
|--|--|
| <b>Tenant 1:</b> Name and date of birth: |  |
| Contact Number:                          |  |
| Email:                                   |  |
| <b>Tenant 2:</b> Name and date of birth: |  |
| Relationship to tenant 1:                |  |
| Contact Number:                          |  |
| Email:                                   |  |

In the case of joint tenants, the term “tenant” or “you” applies to each of you. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

Photograph(s) of tenant(s)

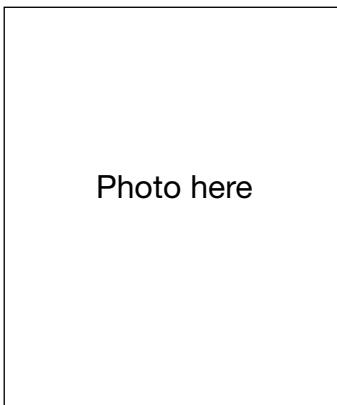


Photo here

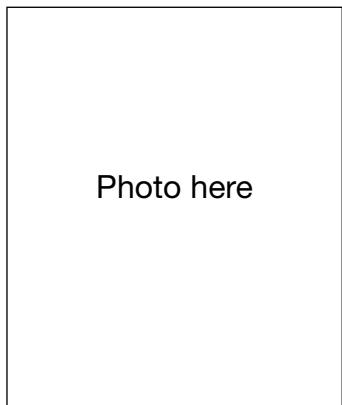


Photo here

**This tenancy starts on:**

This tenancy is a weekly tenancy commencing on the above date and is for an initial term of one week and continuing weekly thereafter until determined. Your first payment of rent and other charges is due on the Monday after you move in to the property and then weekly every following Monday.

**Rent and other charges**

**Date first rent payment due:**

**The full rent of the property is:**

Rents will normally be calculated over 52 weeks. When there are 53 Mondays in the financial year, the rent will be calculated over 53 weeks. The rent and charges may change each year, but you will be notified before the changes come into effect.

|                                       |   |
|---------------------------------------|---|
| <b>Service Charges:</b>               | £ |
| <b>Communal Clean</b>                 | £ |
| <b>Grounds Maintenance</b>            | £ |
| <b>Health and Safety</b>              | £ |
| <b>Other property related charges</b> | £ |
| <b>Heating</b>                        | £ |
| <b>Electricity</b>                    | £ |
| <b>Water</b>                          | £ |
| <b>Aerial</b>                         | £ |
| <b>Support Charges</b>                | £ |
| <b>Total Payable</b>                  | £ |

## Money you owe from previous Tenancies

|   |   |
|---|---|
| You owe South Kesteven District Council rent arrears of:                  | £ |
| and / or Court costs of:  | £ |
| and / or rechargeable repairs of:   | £ |
| for which you remain liable in regard of your previous Tenancy (Address): | £ |

### The total amount payable is:

Your rent and charges will be reviewed annually to take effect from the first Monday in April.

### 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.

### Tenancy Type

You have (one of the boxes below should be ticked)

|                          |                         |
|--------------------------|-------------------------|
| <input type="checkbox"/> | An Introductory Tenancy |
| <input type="checkbox"/> | A Secure Tenancy        |

### Date on which Tenancy becomes Secure (if applicable)

**Unless the Council notifies you in writing that you have breached your tenancy agreement and your Introductory Tenancy is extended or terminated. Refer to further information in the Tenancy Types section.**

### Issue of keys

You have been issued with  set(s) of keys for doors and  set(s) of keys for windows. You are responsible for the safe keeping and replacement of all keys for the doors and windows.

I/We confirm that I/we have read, understood and now agree to follow the terms and conditions in this Tenancy Agreement. I/We understand that any verbal abuse/aggression/violence towards any Council employees or contractors is not tolerated and is a breach of tenancy. I/We understand that the Council can apply to Court to repossess the property if I/we, or someone acting for me/us, has given false information to get the tenancy. Refer to section 17 for further information.

|        |  |           |  |
|--------|--|-----------|--|
| Tenant |  | Signature |  |
| Tenant |  | Signature |  |

### Authorised Officer on behalf of the Council:

|       |  |           |  |
|-------|--|-----------|--|
| Name  |  | Signature |  |
| Date: |  |           |  |



# 1. Tenancy Types

- a. This Agreement sets out (on page 4) the type of tenancy you have. The information in this section tells you more about each type of tenancy.
- b. **An Introductory Tenancy**

For the first 12 months of your tenancy, you are an Introductory Tenant and not a Secure Tenant. An Introductory Tenancy is a trial tenancy with exclusive possession (the tenant occupies the property on his/her own or with just his/her household. This non-secure period may be extended in certain circumstances. Should it be considered necessary to extend the introductory period, notice will be provided to you in writing.

If you do not breach any conditions of the tenancy in the first 12 months of your tenancy, then you will automatically become a Secure Tenant. However, if you breach any term of this agreement, then we can apply to the Court for a possession order.

You have the right to appeal against a Notice of Proceeding of Possession.

Upon becoming a Secure Tenant, you will have all the legal rights of a Secure Tenant. Your tenancy will automatically change and you will not have to sign a further agreement.
- c. **A Secure Tenancy**

This tenancy is given when a property is let with exclusive possession (the tenant occupies the property on his/her own or with just his/her household) and the tenancy is not specified as an exception (e.g. an introductory tenancy).

However, if you breach any term of this agreement, then we can apply to the Court for a possession order.
- d. **Legal rights of each tenancy type**

As an Introductory Tenant, you have fewer legal rights than a Secure Tenant. The legal rights of Secure Tenants are set out in this Tenancy Agreement. The rights that do not apply to Introductory Tenants are clearly marked.
- e. **A summary of rights to each tenancy type:**

Introductory and Secure Tenants have the following legal rights:

  - The right to occupy
  - The right to information
  - The right to be consulted
  - The right of repair
  - The right to succeed to a tenancy

Secure Tenants (and Introductory Tenants in exceptional circumstances, where we have used our discretion and given written permission) have the following legal rights:

  - The right to improve
  - The right to claim compensation for improvements to the property
  - The right to assign

Introductory Tenants do not have the following legal rights:

  - The right to buy the property (although the first 12 months as an Introductory Tenant will count towards the discount awarded off the sale price for Secure Tenants)
  - The right to take in lodgers (A lodger is someone who pays money to you to live in your home but does not have exclusive right to any one part of it).
  - The right to sub-let part of the property
  - The right to mutually exchange the property with another tenant

- 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 tenancy. You must get our written permission before anyone comes to live with you for more than 4 weeks, including family members.

If you are in receipt of welfare benefits, you must declare any changes in your circumstances. We will refuse you permission to let them live at the property if we think that they may break the conditions in this agreement or if we have already evicted the occupant from another property because of their behaviour. We will write to you giving our reasons.

#### **h. Demoted Tenancies**

A secure tenancy can be demoted to a 12-month probationary tenancy if the tenant has engaged in housing related anti-social conduct or has used the property for unlawful purposes. If a demotion order is granted and the tenant remains in occupation, then on a specified date the secure tenancy will end and a demoted tenancy will begin.

The demoted tenant loses a number of secure tenancy rights. For example, a demoted tenancy cannot be assigned unless it is part of family law proceedings. A demoted tenant does not have the right to buy their property during the demoted period and any time spent as a demoted tenant does not count towards the qualifying period for the right to buy.



## 2. Notices

Any notice we give under this Tenancy Agreement may be served on you:

- in person or by leaving it for you with someone at the property
- by leaving it at the property or at your last known address;
- by handing to you in person; or
- by sending it first class post, second class post and / or recorded delivery to your property or last known address



For the purpose of section 48 of the Landlord and Tenant Act (1987), the landlord's address for service is: South Kesteven District Council, Council Offices, The Picture House, St Catherines Road, Grantham, Lincolnshire, NG31 6TT

Telephone: 01476 406080  
(main switchboard)  
[www.southkesteven.gov.uk](http://www.southkesteven.gov.uk)



# 3. Using your home

## Your Responsibilities

- 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 inform the Council, prior to leaving, if you are away from your property for a period more than four weeks.
- d. You must, upon being 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.
- e. 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. Examples of businesses that could cause a nuisance or annoyance to your neighbours\* which we may not allow you to run from your home include (but not limited to):
  - car sales, repair and maintenance 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
  - childcare business where customers would have to visit your home
  - any business that would mean more than your own vehicle being parked outside your home, for example, a taxi company or vehicle hire company
- animal boarding or breeding business  
\*Your neighbours include everyone who lives in the local area, including people who own their own homes, private rented tenants and private registered provider (housing association) tenants.
- Loft spaces are locked and must not be used for storage. This is to protect the insulation and ensure the property maintains an EPC rating in line with the Decent Homes Standard. Access to loft spaces is restricted to authorised personnel only. This is to prevent damage to insulation or other energy efficiency measures that could affect the property's performance.
- h. You must not sublet the entire property or assign your tenancy. Written permission must be given by the Council for any assignment of tenancy to take place.

## Your rights

### The Right to Occupy

- a. This tenancy agreement gives you the right to live in your home. You must use these premises as your only or main private 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, annually inspect gas supply/ appliances or other works to your home, or any work required on an adjoining property. If access is not given, after several attempts, court proceedings will be applied for, to seek

possession of the property.

- 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 apply to the Court for an order to evict you.
- We built or adapted the property for a person with physical disabilities and you no longer need that type of home
- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out (we will not end your tenancy and will accommodate you elsewhere on a temporary basis).
- You stop using the property as your main home.
- There is any other reason under the Housing Act 1985, the Housing Act 1996, the Localism Act 2011 or any future legislation.

## **The Right to take in Lodgers**

- b. You have the right to take in a lodger if you are a secure tenant (as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home). 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.

### ***Introductory Tenants do not have this right.***

## **Subletting**

- c. You have the right to sublet part of your home. You need our prior written permission to do this but we will not refuse permission without good reason. You cannot lawfully sublet all of your home. If you do, you lose your status as a secure tenant and we can evict you.

Subletting is when you rent out a self-contained part of your home. A subtenant may share your facilities but they can stop you from going into the parts of your home that they live in.

### ***Introductory Tenants do not have this right.***

## **Right to buy**

- d. You can apply for the Right to Buy scheme if you are a secure tenant of South Kesteven

District Council and you:

- live in a house, bungalow, flat or maisonette which the council owns or on which it holds an appropriate lease
- are purchasing either in your sole name; or jointly with other people named on the secure tenancy. On a joint tenancy, the Right to Buy belongs to all tenants so you can either buy jointly; or individually where the other tenants agree to this
- occupy the property as your only or principal home
- have the minimum qualifying tenancy period of 3 years public sector tenancy. The 3-year period does not have to be consecutive and can include your current tenancy and any previous public sector tenancy

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 at least 3 years (or any subsequent revision to this time period) 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 sheltered housing, or other accommodation excluded from the legislation, such as adapted properties. Introductory tenants do not have this right. There are some circumstances where you do not have the Right to Buy - the Tenants Handbook gives further information on this.

## **How to take up your Right to Buy**

In order to exercise your claim to buy your property under the Right to Buy, you will need to complete the application form (RTB1) and send it to:

RTB Officer, South Kesteven District Council, The Picture House, St Catherines Road, Grantham. Lincs. NG31 6TT

The application form and more information about applying can be found at: <https://www.gov.uk/right-to-buy-buying-your-council-home>.

You can also get more details from the Right to Buy Agents: <https://www.ownyourhome.gov.uk/scheme/right-to-buy/contact-an-agent/>.

# 4. Garden and Trees

## Your responsibilities

- a. Where applicable, you are responsible for keeping the garden in a neat, tidy and well maintained condition throughout the tenancy. In some cases, this may include minor maintenance tasks relating to trees, hedges and shrubs. This is basic garden maintenance tasks such as light pruning of trees, trimming of low hedges and shrubs and removal of seasonal debris.
- b. For further information relating to your specific responsibilities regarding trees on the property and for guidance, please refer to the Council's Tree Management Policies and the Tenant Handbook.
- c. You, your friends and relatives, and any other person living in or visiting your home (including children and pets) must not remove or recklessly damage or vandalise any tree with a stem diameter over 8cm measured at 1.5m above ground level which is situated on the property.
- d. You must report immediately upon becoming aware of any tree work that needs carrying out within your tenanted property to avoid injury to any person or damage to any structure.
- e. You must, upon being given reasonable notice, allow our employees and/or contractors access to your property and garden to inspect or carry out any works to any tree within the grounds of the property. If access is not given, after several attempts, court proceedings will be applied for, to seek possession of the 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 twenty four (24) hours, or less notice in an emergency, that we need to enter your garden. If you do not allow or try to prevent us from entering, we will charge you the cost of getting into your home/garden.
- g. We reserve the right to do any garden maintenance tasks that are your responsibility if they are not put right within a reasonable period of time and recover all our costs from you.
- h. You are responsible for the cost of any items in your garden such as green houses, sheds etc. that are damaged as a result of a repair unless due to negligence of our contractors or employees.
- i. You are responsible for keeping your garden free from vermin and other pests.
- j. You must get written permission from us prior to planting of any new tree within the garden or removal of any existing tree with a stem diameter over 8cm measured at 1.5m above ground level.
- k. You are responsible for tree work that arises as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home.
- l. When you leave the property, remove any greenhouse, garage, shed or animal/bird enclosure you have put in the garden, unless we agree in writing that you may leave it.

# 5. Rent and other charges

## a Your rent

You must pay your rent every week in advance. (Or at any other interval that we agree to.) If you are a joint tenant, you are both responsible (jointly and severally liable) for paying all the rent, rent arrears and all other charges for your home when they are due. So, if one joint tenant leaves the property, we will still recover the rent (including any arrears) from either tenant.

Whether you are a sole or joint tenant, you are responsible and liable for all of the rent.

The weekly rent for your home (and any applicable charges) is shown at the start of the tenancy agreement. These will be subject to review on an annual basis.

## b Changes to your rent

When there is any change to your rent, we will tell you at least four (4) weeks before the change.

## c Service charge (where applicable)

For some properties a charge may be made for services provided. If the service charges are not paid, you will be in breach of your tenancy agreement. Examples of possible service charges are maintenance and replacement of septic tanks and treatment plants (where the service is currently provided by the Council and not by Anglian Water or other Water Authority), access to communal rooms, water and heating in sheltered housing schemes etc. We will give you a summary of what is included in your service charge. Please note that not all service charges are covered by Housing Benefit/Universal Credit.

## d Changes to service charge

We can 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 (4) weeks before any change is made.

## e Rent arrears

If you fall into rent arrears, contact the rents team and we will try to support you in resolving these. However, if the rent arrears continue, we may go to Court and ask for you to be evicted from the property.

You will be liable for any Court costs incurred in being taken to court. When your tenancy ends, you must pay us any rent, charges or costs which you owe us. A repayment plan can be set up for you to repay these rent arrears in regular instalments. You may lose your home if you do not pay your rent and/or other charges.

## f Welfare benefits to cover housing costs

If there is a change in your circumstances, which alters your entitlement to Housing Benefit or Universal Credit, you must inform us or the Department of Work and Pensions (whichever is relevant) immediately. We may recover from you any overpayment which is lawfully recoverable. You are still liable to pay your rent regardless of whether or not you are in receipt of any benefits.

# 6. Repairs and Improvements

## Your responsibilities

- a. You must report immediately upon becoming aware of any repairs that need carrying out to your home for which we are responsible.
- 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 (and garden) such as furniture, clothing, floor coverings, green houses, sheds etc. that are damaged as a result of a repair unless due to negligence of our contractors or employees.
- d. You must allow our employees and contractors to enter your home or garden at reasonable times and at reasonable notice to inspect it, carry out repairs, service appliances and to carry out improvement works to your property.
- e. 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 twenty four (24) hours, or less notice in an emergency, that we need to enter your home or garden. We will charge you the cost of getting into your home if you do not allow or try to prevent us from entering.
- f. 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 they are 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 minor repairs yourself. Advice on this is in the Tenant Handbook.
- k. You must not make any 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. 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.

# Our Responsibilities

## We are responsible for:

- 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.
- c. We will keep in repair and proper working order the installation in the dwelling for heating and heating water.
- d. We will carry out repairs which we are responsible for, such as repairing or replacing the fixtures and fittings we own.
- e. We will carry out emergency repairs or where there is a health and safety issue. If these repairs are made by the tenant and are dangerous, the tenant will be recharged.

## We are not responsible for:

- f. 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.
- g. Any works carried out by you at the property (after obtaining the appropriate permissions), or works carried out by a previous tenant which you have signed a disclaimer for (a written agreement that you accept responsibility for the repair and upkeep of fixtures in the property installed by a previous tenant) and chosen to adopt at the start of your tenancy.

If you do not wish to adopt these works they will either be removed or replaced by the Council with their own standard or the Council may take over responsibility for these works.

# Your rights

## The Right of Repair

- a. You have the right for repairs (which are not as a result of any deliberate act, omission or neglect by you or your visitors, or those residing at the property) to be carried out as quickly as possible.
- b. When you report the repair work we will inform you of the work we will carry out, who will carry out the work and when the work will be completed. We will give you at least twenty four (24) hours notice and you must give access.
- c. Sometimes it may be necessary to move to another property so that major works can be carried out. The Council will offer you suitable alternative temporary accommodation. You will need to vacate the property for the period needed to complete the work and then move back to the original property. Works can sometimes be done whilst you are still in the property.
- d. If we fail to carry out our responsibilities of repair under this Agreement then you may be able to take legal action against us. You should consult a Solicitor, a Law Centre, Shelter Housing Advice or the Citizens' Advice.

## The Right to Compensation for Repairs

- e. You may be entitled for compensation if we fail to carry out repairs within a reasonable time once you've reported them.

You may also be entitled to compensation if your home is unfit to live in because of poor conditions.

## The Right to Make Improvements

You must get written permission from us prior to starting any alterations or improvements to your home.

- a. We will not unreasonably withhold our consent. All building works must adhere to current Planning and Building Regulations and Health and Safety standards.
- b. Retrospective permissions are not given.

Tenants need to re-instate the property to the original condition. On some occasions, the Council may do the work but this will be re-charged to the tenant. Further information about permissions can be found in the Tenant Handbook.

*For Introductory Tenants this right is at the discretion of the Council.*

## The Right to Compensation for Improvements

- c. At the end of a Secure Tenancy you have the right to apply to us for compensation for certain improvements you have made to your home that are to Council standard, unless they were started before 1 April 1994. If you are buying your home you will not get compensation as these improvements are not included in the purchase price. You should ask the tenancy services team if you would like more details about this.

*Introductory Tenants may also be eligible for compensation at the discretion of SKDC.*



# 7. Anti-Social Behaviour

Everyone has the right to enjoy life in their own way provided that it does not disturb others and does not break the law.

## Your Responsibilities

- a. You and any joint tenant are responsible for your behaviour and the behaviour of your children (if relevant) and anyone else living with you or visiting you while they are in your home (including common areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas).
- b. You and any joint tenant, your friends and relatives, and any other person living in or visiting your home (including children) must not:
  - engage in any form of anti-social behaviour, or threat of anti-social behaviour to our tenants, other persons in the neighbourhood or to any of our employees, agents or contractors.
  - 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, or allow your home to be used, for any criminal, immoral or illegal purpose. This includes selling, producing or using any illegal substances, including drugs, alcohol and counterfeit products. You must not use your home for storing or handling stolen goods.

- c. You, your friends and relatives, and any other person living in or visiting your home (including children) must not commit any form of anti-social behaviour, or threat of anti-social behaviour such as (this includes but is not limited to) violence or threatening to use violence; excessive noise; drug and alcohol related nuisance behaviour; domestic abuse; dumping waste.

We will take appropriate action so that you will not continue or allow to continue, any anti-social behaviour, harassment or cause any alarm or distress to anyone.

Tenants who are perpetrators of domestic abuse are at risk of being evicted.

Victims of domestic abuse, either as a tenant or household member, will be supported by the Council. Contact your housing officer for help. Further advice and information is also in the Tenants Handbook and in our Domestic Abuse Policy.

## Our Responsibilities

- a. If an anti-social behaviour problem continues we will take appropriate action
- b. We may enforce the tenancy agreement by using all legal remedies available to us.



# 8. Domestic Abuse

Domestic abuse is a crime. This is recognised by the Domestic Abuse Act (2021).

The Council does not tolerate domestic abuse by any of its tenants or members of their household.

Domestic abuse is defined as committed by someone who is 'personally connected' to you, such as:

- a partner (who you are married to; in a civil partnership; living with; do not live with but you are having an intimate relationship with)
- an ex-partner (was married to; was in a civil partnership; was living with; did not live with but was having an intimate relationship with)
- a person you have a parental relationship with in relation to the same child
- a relative

There are different types of domestic abuse.

These are:

- physical or sexual abuse
- violent or threatening behaviour
- controlling or coercive behaviour
- economic abuse
- psychological, emotional or other abuse

Further information is in the Council's Domestic Abuse Policy. This can be found on South Kesteven District Council's website: [www.southkesteven.gov.uk](http://www.southkesteven.gov.uk)

**Tenants who commit domestic abuse (perpetrators) are at risk of being evicted.**

**Household members who are perpetrators of domestic abuse risk being excluded from the property.**

South Kesteven District Council can make a discretionary decision for a transfer to take place from one type of tenancy to another, including from a joint tenancy to a sole tenancy. This means that, for example, if the victim and perpetrator of domestic abuse are joint tenants, the tenancy could be transferred to the victim of domestic abuse as a sole tenant. Further information on this is in our Tenancy Management policy on our website.

# 9. Safeguarding

South Kesteven District Council is committed to safeguarding the welfare of children and/or young people and adults with care and support needs within the activities we undertake. Safeguarding encompasses a range of legal duties and responsibilities designed to protect people's health, wellbeing and human rights. Safeguarding exists so we can support people and help prevent problems from escalating, enabling them to live free from harm, abuse and neglect.

If you are concerned about yourself or someone else and living in one of our Council properties, please contact the Council. An officer will provide advice and support. The Council has a duty of care to refer anyone to Lincolnshire Adult or Child Safeguarding Services if they think anyone is at risk.

For further information and support, tenants and household members can refer to the 'Tenant Handbook'. A copy of this can be found on our website.

# 10. Property Condition

## Your Responsibilities

- a. You, your friends and relatives, and any other person living in or visiting your home (including children) must:
  - Keep your home, any communal area, including stairwells, free from fleas, vermin and other pests.
  - Keep your home clean and tidy. Any work we need to do, such as removing rubbish, dealing with pests etc, may be re-charged to you.
  - 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 any areas around the communal bins free from rubbish and rubbish should not be placed next to the bins. Any waste not in the appropriate bin could be deemed as mis-presented waste or flytipping and enforcement action may be taken. Enforcement action could result in a fine, penalty notice or prosecution.
  - Individual bins must be stored within the boundary of the property and produce for collection on the appropriate day. Waste must be stored securely within the bin so that waste does not escape onto the road.
  - Keep your home free from bad smells (e.g. rotting food; human/animal faeces and urine etc.).
  - Keep your home free from an excessive amount of clutter which amounts to hoarding, as this increases the risk of fire.



# 11. Health and Safety

## Your Responsibilities

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
- store inflammable materials or gas anywhere at your home without our written permission
- store any appliances or vehicles which are powered by petrol, diesel, paraffin, electricity or gas in your home or in shared areas (except for domestic appliances such as kettles)
- leave any item in passage ways, corridors, stairwells, entrances or exits used as fire escape routes in shared areas
- store or charge mobility scooters, e-bikes and e-scooters on exit routes and in communal areas in your home or leave the battery to charge when you are out or while you're asleep
- leave play equipment such as trampolines and paddling pools unattended in communal areas.
- interfere with the correct use of fire or security doors
- change your home entrance door eg. painting or varnishing it without first agreeing this with the Council
- interfere with any equipment for detecting or putting out fires in your home
- tamper with smoke alarms
- 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 health and safety checks, repairs and/or improvement works to your home
- undertake any works on the building without first seeking written permission from SKDC
- 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
- dispose of cigarettes out of a window or off your balcony
- withhold information from the police about any criminal act at your home
- 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
- smoke in shared or communal areas
- leave burning candles unattended
- leave mirrors by windows; these can focus sunlight and start fires
- install locks or security gates on any exits of the property
- block vehicle access routes
- tamper with lift doors

# 12. Pets and Animals

In recognition of the benefits that pets can bring to our lives we do in some circumstances allow them to be kept in Council properties.

## Permission to keep pets

You must obtain the Council's prior written permission before keeping any pet at the property. Permission will depend on the type of property you live in and the type and number of pets you wish to keep. This requirement applies to any new, additional or replacement pets.

Further guidance on keeping pets is set out in the Tenant Handbook.

## Existing pets

Where, immediately before this tenancy agreement came into effect, you were already keeping a pet at the property and the Council has not previously taken enforcement action in relation to that pet, the Council will treat permission as having been granted for that pet.

This deemed permission is conditional, subject to compliance with this tenancy agreement, and may be withdrawn if the pet causes nuisance, poses a risk to health or safety, or causes damage to the property.

## Conditions of keeping pets

Where permission is granted (including deemed permission for existing pets), it is a conditional allowance and not a right. You are expected to act responsibly and respectfully at all times.

Any pet must not:

- affect the peace, safety or wellbeing of other tenants or residents;
- cause damage to the property or surrounding areas.

You must ensure that your pets are not intimidating, aggressive, dangerous, or a nuisance.

Nuisance includes (but is not limited to):

- excessive or persistent dog barking;
- allowing a dog to roam freely;
- fouling inside your home or in communal areas;
- damage to the property, whether inside or outside;
- failure to vaccinate or properly care for a pet, creating a health hazard.

You are responsible for repairing, or paying for the repair of, any damage caused by your pets.

## Withdrawal of permission

The Council reserves the right to withdraw permission and require you to remove your pet(s) if these conditions are not met.

## Notification

You must inform the Council of any change to the pets you keep, or of any intention to keep a new pet, so that the Council can advise on suitability and whether permission is required.



# Your Responsibilities

You must not keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976 or keep any breeds (including cross breeds) named under section 1(1) of the Dangerous Dogs Act 1991. XL Bully dogs are only permitted if you have an exemption certificate.

You must receive written permission from the Council before keeping any livestock in the property or on any land owned by us. Livestock such as horses, donkeys, goats, cows, pigs, sheep, ducks, geese and reptiles are not allowed.

Livestock such as chickens might be allowed, dependent upon the type of property and location.

- a. 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 are intimidating, aggressive, dangerous or causes a nuisance.
- b. You must not allow any animals that you keep to foul in any shared or communal areas. You must remove and dispose of any pet droppings hygienically.
- c. You must make sure that any animal you keep does not cause a nuisance, annoyance, or disturbance to others or damages any of our property.
- d. You must arrange and pay for any additional fencing or other form of restriction that is required to keep your animal safe, under control and unable to access anyone else's property. You must request written permission from the Council first before you install or change any fencing.

- e. You are responsible for the behaviour and control of any animals that belong to or accompany visitors to your property or other members of your household.
- f. If the pet is deemed to be intimidating, aggressive, dangerous or causes a nuisance and/or the number; type or size of pets are considered to be unsuitable, we reserve the right to ask you to remove your pet(s). If you do not remove your pets when asked, we may ask you to re-home your pet and/or take legal action to evict you.
- g. Any dogs and cats you own are required, by law, to be microchipped and registered.
- h. You must vaccinate your pets to prevent any health hazard.
- i. Under the Control of Dogs Order 1992, all dogs in public places must wear a collar with their owner's surname, address and contact details.
- j. Under the Animal Welfare Act 2006, owners have a duty of care to meet the needs of their pets. Our Housing Officers will report any welfare concerns to the appropriate agencies.
- k. You are responsible for any animals visiting your home. They are not to cause a nuisance, intimidation, aggression, danger, to anyone or detriment to the property or a health hazard.

# 13. Vehicles

## Your Responsibilities

- 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 (a car, bus, lorry, motorbike, boat, caravan, motorhome, motorised mobility vehicles, etc) 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. This includes unloading for any period of time.
  - Build a parking space, garage or drive without our written permission.
  - Park any motorhome, caravan, boat or

excessively large 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 (e.g. not taxed) or is not roadworthy, on any land that belongs to us.
- Double park vehicles or park in a way which causes an obstruction to other road users, including emergency services' vehicles.
- Park in a way which blocks access to and from someone else's property.

# 14. Tenant Involvement

## Right to be involved

You have the right to be involved and have your views considered on how we manage your home. This includes:

- providing information on how well we are performing as a social landlord
- provide opportunities for you to be involved in looking at how we perform and shaping our policies and procedures and any service improvements

## Right to be consulted

We will consult you over any substantial changes in housing management that affect how your home is managed or maintained

This includes:

- Changes to your tenancy agreement
- Changes to housing policies that set out how we will manage or maintain your homes
- Introducing new services not already included in your tenancy agreement
- Changes to how we provide or deliver how we manage or maintain your home



# 15. Succession, Assignment and Exchange

## The Right to Assign your Tenancy

- a. Assigning your tenancy is where your tenancy is legally passed on to someone else by you.
- b. As a Secure tenant, you have the ability to assign. It is limited to one instance, as with succession.

A tenancy cannot be assigned if:

- it is a joint tenancy
- the tenancy has been demoted
- it is in temporary accommodation
- if it was inherited from a previous tenant

Where there are outstanding arrears, the current tenant (assignor) must clear these before proceeding with their application to assign their tenancy

- c. Where there has been a legal assignment then you will no longer be the tenant for that property.
- d. Assignment is only allowed in the following situations:
  - Assigning the tenancy under the Right to Exchange but only with our written permission; or
  - In the case of a relationship breakdown, where the Court assigns the tenancy from a tenant to the other occupant. This type of order is known as a transfer of tenancy. If you would like to know more about this type of order then you should consult a Solicitor, the Citizen's Advice, or a Law Centre; or
  - Assigning your tenancy to a person who is legally entitled to succeed you. This depends when the tenancy started and may include your husband, wife, civil partner, partner or relative. You must have our written permission.

Further details are in Appendix 1 of our Tenancy Management Policy.

## The Right to Exchange your Tenancy

- a. Secure Tenants have a legal right to swap (exchange) their home with another South Kesteven District Council tenant, another local authority tenant or a private registered provider (Housing Association) tenant. You must get our written permission first.
- b. We may grant consent subject to certain conditions. We may withhold consent in certain circumstances eg. where there are rent arrears.

Further details are in Appendix 2 of our Tenancy Management Policy.

## The Right of Succession to a Tenancy

- a. Succession is the transfer of your tenancy to someone after you have died. The law states that only certain people can succeed to your tenancy. Succession can usually only take place once, so if you inherited your tenancy, no one can usually inherit your tenancy. The person applying for succession needs our written consent.
- b. When a joint tenant dies, the surviving joint tenant inherits the tenancy. Survivorship is not a statutory succession but counts as one when determining if there is a further right to succeed to a tenancy.
- c. The people who are legally entitled to succeed are:

Your spouse, civil partner or a cohabitee with whom you live and it is their only or principal home at the time of death or if your tenancy started before 1st April 2012, additionally, a member of your family: parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, provided they have lived with you for at least twelve months. The 12 month period can include time living together at a different address.

- d. Your spouse, civil partner, cohabitee or family member who succeeds you will have the same type of tenancy as you, with the same rights as you under this Tenancy Agreement.
- e. We will consider whether your home is suitable for the person who succeeds to your tenancy and whether the succession to that property would make best use of our stock. If we decide that your home is not suitable, we will offer your relative a more suitable home. If reasonable offers are refused and any occupants in the property do not move, then we can serve a Notice within one year and apply to the court for possession of the property.
- f. If you do not have a spouse civil partner or cohabitee and there is more than one family member asking to succeed to your tenancy and if they cannot agree who will succeed you, we will decide.

Further details are in Appendix 3 of the Tenancy Management Policy.

# 16. Ending Your Tenancy

## How you may end your tenancy

- a. When you move out of your home, you must do the following:
  - Give us four (4) weeks written notice stating that you want to end your tenancy by completing a tenancy termination form. The notice must give your name, address, be signed and dated. Notice to end your tenancy must end on a Sunday.
  - Give us all the keys including any door entry fobs to your home on the day you leave so that we can inspect the property. 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 and may charge you for any additional rent.
  - 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 in writing that you may leave it.
  - Make sure all the fittings and fixtures you have installed and which have been authorised for you to leave in the property are in good working order.
  - Replace or repair broken items which belong to us or you will be charged.
  - Leave your home clean; tidy and in good decorative order. 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. We will give you notice of this.
- If gas appliances are removed, make sure that all exposed pipes are capped off by Gas Safe registered gas fitters.
- 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 do not pay all of the rent and other charges up to the date of the end of your tenancy. If you do not do this, we will take legal action to recover the money. We may go to court and ask for a Money Judgement Order to recover the debt. This may affect your credit rating and any future housing applications.
- c. In the case of joint tenants, notice received from one tenant will end the tenancy for all tenants. You will not have an automatic right to continue living in the property if a joint tenant has ended the tenancy. If this happens, seek advice from us.
- d. You can only transfer your tenancy to someone else (rather than ending the tenancy) if we have agreed to this, in writing, through an 'assignment of tenancy'. Further details can be found in the Assignment section of the Tenancy Management Policy. If you do leave anyone in the property without our written permission, we may evict them through the Court as they may be living there illegally. We will charge you the cost of doing this.

- e. If you are away from your home for four (4) weeks or more without telling us, we may consider the property to be abandoned and serve you with a notice to end your tenancy. You may not be entitled to another property with us and we may charge you the cost of all repairs that are needed because you abandoned the property.
- f. If you abandon your property, we will dispose of any perishable items that may become rotten, such as food. We will store all other items for 28 days, from the date we gave you written notice. You will be responsible for the storage costs. If the items are not collected at the end of the 28 days, we will dispose of them.

## How we may end your tenancy

### Introductory Tenancy

We can end the tenancy if you break this Tenancy Agreement. We will serve you with a Notice of Proceedings for Possession. This gives you four weeks notice of our intention to apply for an order of the Court for Possession. Introductory Tenants can be evicted more easily than Secure Tenants. You have a right of review of the decision to serve a Notice of Proceedings for Possession.

### Secure Tenancy

We may end your tenancy if you break a term of this agreement by serving on you the appropriate statutory notice and obtaining a court order for possession.

## Death of a Tenant

### How the tenancy can be ended

A tenancy does not automatically end when a tenant dies and no one has inherited it.

The Council or the Executor/Public Trustee of the estate of the tenant who died, can end the tenancy.

### By the Council

The Council must serve a minimum of four weeks' notice on those dealing with the deceased tenant's estate or on the Public Trustee.

### By the deceased tenant's estate executor or someone living in the property

If you are dealing with the estate of the tenant who died or you live in the property and would like to leave, you must:

- serve a minimum of four weeks' notice on the landlord (the Council).
- pay all liable rent until the tenancy ends

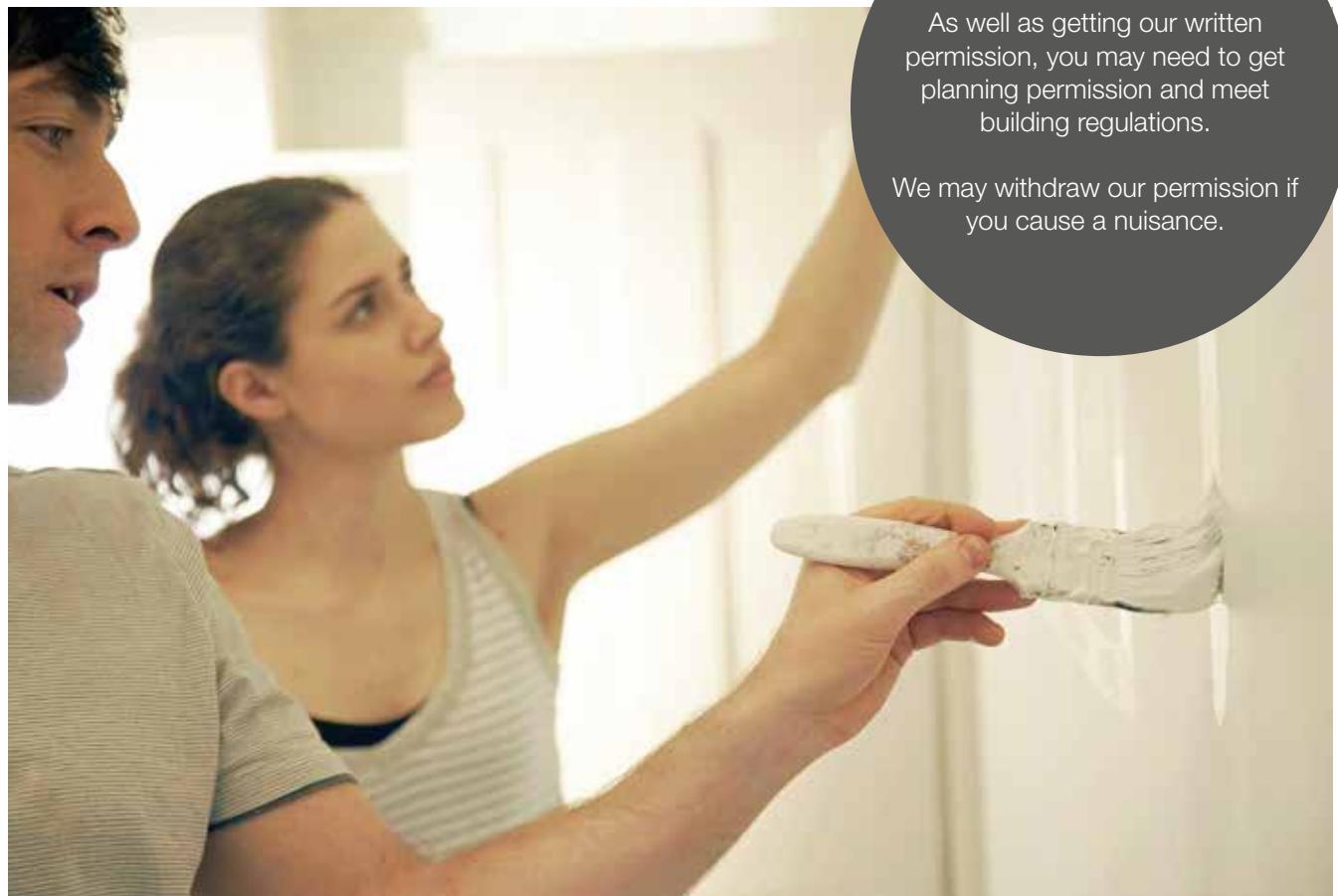
# 17. Written Permission

You **must** get our written permission before you:

- allow anyone to live with you for more than 4 weeks, including family members (condition 1g - see section 1, paragraph g).
- sublet any part of your home (condition 3c)
- run a business from your home (see condition 3g)
- make improvements or carry out alterations to your home (including lay any flooring other than carpets, fit a CB aerial or satellite dish or make any changes to walls. You will be responsible for the ongoing maintenance of any improvements you make (see section 5).
- maintain trees or hedges which are not considered to be routine maintenance done with hand tools at ground level; fell or remove trees or hedges or alter any fence.

- store inflammable materials or gas anywhere at your home (see section 9)
- store or charge a mobility vehicle in one of our properties (see section 10)
- keep any pets or livestock (see section 11)
- build an animal or bird enclosure (condition 11a)
- install or change any fencing (condition 11d)
- build a parking space, garage or drive (condition 11a)
- Park any motorhome, caravan, boat or excessively large business vehicle at your home (condition 11a)
- Assign or exchange your tenancy (see section 13)

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



## Please Note

As well as getting our written permission, you may need to get planning permission and meet building regulations.

We may withdraw our permission if you cause a nuisance.

# 18. Data Protection

When signing your Tenancy Agreement and throughout your tenancy, we will collect and hold data about you. We may need to disclose some of this data to other departments of the Council, or certain third parties. Your personal data will only be shared with others where this is permitted by law.

Further information is in section 16 of your Tenant Handbook.



# 19. Fraud and False Statement

If you or someone acting on your behalf has made a statement relating to your housing application which you/they knew to be false or could be false or you/they deceived us regarding information supplied on your application, we may take action to repossess the property under schedule ground 5 of the Housing Act 1985.

We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data monitoring exercise.

We advise you that the data held by us in respect of your tenancy will be used for cross system and cross authority comparison purposes for the prevention and detection of fraud.

# 20. Customer Feedback

Delivering a quality service is important to the Council and we would like to learn from what our customers have to say, to improve the services we deliver. We need to know if:

- you are happy with the way we have dealt with things
- you feel we got it wrong and could have done something better to meet your expectations

Customer feedback can be a complaint, compliment or a comment.

A complaint is defined as “an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.”

If you wish to provide customer feedback, there are various ways to do this. You can:

- Telephone the Council on 01476 406080 and speak with our Customer Services Team
- Report it online at [www.southkesteven.gov.uk/feedback](http://www.southkesteven.gov.uk/feedback)
- Visit one of our offices in person
- Write to us via letter

More information can also be found in our Housing Customer Feedback Policy on our website at [www.southkesteven.gov.uk](http://www.southkesteven.gov.uk). This explains the complaints process in full detail and provides information about the Housing Ombudsman Complaint Code which we have to adhere to.

If the problem still cannot be resolved, contact can be made to the Housing Ombudsman (contact details are in the Tenants Handbook).

# 21. Alternative formats and languages

South Kesteven has a rich and diverse culture - a community made up of people from different cultures with differing backgrounds, beliefs and experiences. This diversity is one of the things that make South Kesteven such a great place to live and work.

To ensure all residents of South Kesteven have access to our information, it is available in a range of different languages and formats, including large print, Braille, audio tape and computer disc.

To request a document in a specific language or format, you can ring us or e-mail us:  
01476 40 60 80  
communications@southkesteven.gov.uk

## Large print, Braille, audio tape or computer disc

This information can be made available in large print, Braille, on audio tape or computer disc. If you, or someone you know, might benefit from this service, please contact us.

## Ukrainian

Ця інформація може бути надана великим шрифтом, шрифтом Брайля, на аудіокасеті або комп'ютерному диску. Якщо ви або хтось із ваших знайомих може скористатися цією послугою, будь ласка, зв'яжіться з нами.

## Cantonese

呢啲資料可以以大字本、盲文、有聲卡式帶或者電腦光碟形式提供。如果你或者你識嘅人需要呢項服務，請聯絡我哋。

## Česky / Czech

Tato informace může být dostupná i v češtině. Pokud byste Vy, a nebo někdo koho znáte, mohl využít tohoto servisu, obraťte se prosím na nás.

## Magyar / Hungarian

Ezeket az információkat magyar nyelven is tudjuk biztosítani. Ha Ön, vagy valaki, akit Ön ismer igényt tart erre a szolgáltatásra, kérem, keressen fel minket.

## Latviski / Latvian

Šo informāciju var iegūt arī latviešu valodā. Ja Jums vai kādai no Jūsu paziņai šādi pakalpojumi nāktu par labu, lūdzu kontaktējiet mūs.

## Lietuviškai / Lithuanian

Šią informaciją galite gauti lietuvių kalba. Prašome kreiptis į mus, jei jums arba jūsų pažiūtamiems ši paslauga galėtų būti naudinga.

## Polski / Polish

Informacja ta może być dostępna w języku polskim. Jeżeli Państwo albo ktoś kogo Państwo znają, może z tej usługi skorzystać, proszę nas kontaktować.

## Português / Portuguese

Esta informação pode ser disponibilizada em português. Se você, ou alguém que conhecer, beneficiar com este serviço, por favor contacte-nos.

## Русский / Russian

Данная информация может быть предоставлена на русском языке. Если Вы или Ваши знакомые посчитаете такую услугу необходимой, пожалуйста, свяжитесь с нами.

## Türkçe / Turkish

Bu bilgiler Türkçe dilinde mevcuttur. Siz veya bir tanıdığınızın bu hizmetden faydalananacağını düşünüyorsanız lütfen bizi arayınız.

## Notes



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Grantham Lincolnshire NG31 6TT

01476 406080  
[www.southkesteven.gov.uk](http://www.southkesteven.gov.uk)

