

# Welcome

## Welcome to your new home!

On behalf of North East Derbyshire District Council and Rykneld Homes Ltd, we want to extend a warm welcome to you, your family and anyone else who will be living with you in your new home.

We promise you that we will do our best to ensure that you receive the best possible service from us, and that we really do mean it when we say we want to hear your opinions whether these are about us, or anything going on in your neighbourhood.

The Tenancy Agreement that you are now reading provides you with important information about your rights **and** responsibilities that you need to know to get the best out of your new home. It also tries to explain the reasons behind some of these, which can be best summed up in the word 'neighbourliness'. If you do not understand anything in this Tenancy Agreement, please contact your Housing and Support Officer who will be happy to help.

We hope you will be very happy in your new home, and just as importantly, in your community and your neighbourhood!

Kind regards



Cllr Graham Baxter, MBE

**Leader of the Council**



Cllr Nigel Barker

**Chair of Rykneld Homes Ltd**

# Contents

**The main headings in your Tenancy Agreement are set out like this:**

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## KEY POINTS

**You should read all this agreement and use it for reference in the future. However, here are some key points that you may wish to note and the sections where you will find them:**

	<b>Section</b>
Domestic Violence	4.1
Exchanges	9.12
Gardens	3.19 - 3.26
Joint Tenants Responsibilities	2.3, 9.5
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Vehicles and Parking	3.27 - 3.33

# Notes

- 1 Your landlord is North East Derbyshire District Council, and Rykneld Homes Ltd is the agent responsible for managing your flexible fixed term tenancy.
- 2 When you and we sign this document, it forms a legal agreement between you and North East Derbyshire District Council.
- 3 Please read this document carefully, or have someone read it to you, before you sign the 'declaration'. If there is anything you do not understand, please contact Rykneld Homes Ltd who will be happy to help.
- 4 It is very important that you clearly understand the details of this flexible fixed term Tenancy Agreement, as you risk legal action that could result in the loss of your home if you do not keep to it.
- 5 If you have any concerns about your tenancy and the terms of this agreement you should get advice from the Citizens Advice Bureau, a Law Centre or a Solicitor.
- 6 If, at any time, you believe that you will not be able to comply with any aspect of this flexible fixed term Tenancy Agreement, you should let Rykneld Homes Ltd know straightaway and we will be glad to offer advice and support.

## Joint Tenancy

If you have signed this Agreement with someone else, like your husband, wife or partner, you are a joint tenant. In joint tenancies, each tenant is jointly and individually responsible for all the conditions in this Tenancy Agreement.

# 1. Tenancy Details

## We agree that:

**1.1 This Tenancy Agreement is between North East Derbyshire District Council and:**

Name(s)	Date of Birth	National Insurance Number

**1.2 The address of the property rented in this Agreement is:**

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**1.3 Type and size of property:**

Number of Bedrooms:

Garden(s): Yes  No  Position: Front  Side  Rear

**1.4 This weekly flexible, fixed term tenancy begins on:**

under the conditions set out in this Agreement.

**1.5 This is a flexible, fixed term Tenancy Agreement for the duration of:**

2 years  5 years  10 years

Until the 19<sup>th</sup> birthday of your youngest child  Name

Date of Birth

**This flexible, fixed term tenancy will end on:**

**1.6 The current weekly charges for the property are:**

Rent	£	<input type="text"/>
Heating/Hot Water	£	<input type="text"/>
Water Rates	£	<input type="text"/>
Other*	£	<input type="text"/>
<b>TOTAL</b>	£	<input type="text"/>

*\* Staff to specify reason for these charges*

**1.7 Rent and any other charges which you owe from a previous tenancy with North East Derbyshire District Council.**

If you are transferring with rent arrears failure to make or keep to any repayment agreement for those historic rent arrears will be a breach of this Tenancy Agreement and will result in Court proceedings. You may also be liable for the payment of debts relating to unpaid service charges, utility charges or work we have carried out for which you were responsible.

As a condition of this tenancy you must also pay the following sums:

Former Tenants Arrears £

in respect of your previous tenancy at:

Repair or other Recharges £

Outstanding service/utility charges £

in respect of your previous tenancy at:

**Total Amount Owed from previous tenancy £**

You agree that you will pay what you owe straightaway or you will pay £  each week for rent and charges until you have repaid the money you owe.

**You understand that if you do not pay this money you will be breaking the conditions of this Tenancy Agreement and you may risk legal action that could result in the loss of your home.**

**1.8 This tenancy is:**

An introductory tenancy until  when you will become a 'secure' tenant on a flexible fixed term tenancy, unless we have reason to extend or end your introductory tenancy.

# Important Information

## 1.9 Introductory Tenant

An **Introductory Tenant** is a first time Council tenant, and the introductory tenancy lasts for a trial period. You have fewer legal rights than a secure tenant, and can be evicted more easily. If there are no problems during this trial period you will automatically become a secure tenant on a flexible fixed term tenancy after 12 months. **However, you must not break any conditions of your tenancy.**

Your introductory tenancy may be extended beyond the first 12 months if there are concerns relating to how you are conducting your tenancy such as, but not limited to, rent arrears and tenancy breaches.

In some circumstances the introductory period may be less than 12 months depending on your previous tenancy.

## 1.10 Once you are a secure tenant

Being a **Secure Tenant on a flexible fixed term tenancy** means you may live in your home for the full duration of the flexible fixed term tenancy unless there is a legal reason why the Council wants to take it back. This could be because of your own actions or of someone living or visiting you, or because of special circumstances (see section 9.23). The County Court has to agree with the Council's request to evict you.

A brief summary of the different rights that are available to introductory and secure tenants on a flexible fixed term tenancy is as follows:

	<b>Introductory tenants</b>	<b>Flexible fixed term secure tenants</b>
Right to succession	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	No	Yes
Right to buy	No*	Yes
Right to take in lodgers	No	Yes
Right to sublet	No	Yes
Right to improve	No	No
Right to exchange	No	Yes

*\*but the introductory period counts towards discount*

# Demotion

**1.11** Under certain circumstances, we may apply to the County Court to have a flexible fixed term secure tenancy reduced to a 'Demoted Tenancy'. This would be if you, someone in your household or a visitor, have behaved in an anti-social manner in your home or in the general locality, or used your home for criminal activities.

## **Demotion would mean that:**

- Your secure tenancy rights would be reduced to those of an introductory tenancy for up to a year
- Any rent arrears built up become payable immediately
- It would be easier to evict you if you continue to break or ignore your conditions of tenancy.

# Meaning of Words

**1.12** The meanings of certain words used in this Agreement are as follows:

## **YOU, YOUR**

The tenant of the property. If two or more people are joint tenants, 'you' means each individual and all tenants together. Each individual tenant and all joint tenants have all the rights and responsibilities set out in this Agreement.

## **THE PROPERTY**

A home and any private garden.

## **COMMUNAL AREAS**

The parts of a building or estate used or shared by a number of tenants or residents, including stairways, paths, entrances, hallways, shared landscaped areas, and so on.

## **HOUSEHOLD**

Everybody living in your property, including children, lodgers and visitors.

## **WE, OURS, US**

North East Derbyshire District Council and, as managing agent, Rykneld Homes Ltd.

# 2. Your Rent

## PAYING YOUR RENT

- 2.1 You must pay your rent and any other charges in full every week unless we have made other arrangements with you. If you want to pay your rent (and other charges) other than weekly then you must pay in advance.
- 2.2 You must also pay any weekly amounts set out in section 1.7 which are for rent and/or other charges from a former tenancy.
- 2.3 If you are joint tenants you are **each** responsible for all the rent, other charges and any rent arrears. We can recover all rent arrears owed for your home from **any** individual joint tenant.
- 2.4 If you do not pay your rent, charges or costs, or if you regularly miss or pay late, we will take action to recover the money you owe us. This may involve applying to the Court to get legal permission to evict you from your home. If we have to go to Court we will charge you for the cost of doing so and you must pay that straight away.
- 2.5 If you are having difficulties paying your rent you must tell us, and advise us of changes to your household or personal circumstances, as this can affect the amount you have to pay, especially if you receive any state benefits.
- 2.7 When your tenancy ends, or legal action results in you having to leave your home, you must pay us any rent, charges or costs you owe straightaway. We will take action against you if you do not do so, or fail to keep to an agreement to repay the debt over a set period of time. You may **not** be eligible for any further offers of a property from us until the debt is paid.

## SERVICE CHARGES

- 2.8 We have the right to charge you for any new service we provide to your home. The cost will be charged as part of your rent. We will tell you in writing at least four weeks before we do this.
- 2.9 If you require support services you must pay Supporting People charges under the terms of this agreement every week in advance for housing related services provided in sheltered housing and other accommodation where support is provided. These charges will be notified to you and may increase from time to time. We will tell you in writing at least four weeks before any increase take effect.

## RENT INCREASES

- 2.10 Your rent may be increased or decreased from time to time. You will be advised in writing at least four weeks before any rent change. This notice will also tell you of your right to end the tenancy if you do not accept the new rent level.
- 2.11 If we change the amount of any other charge we will also write and tell you the new amount. We will inform you if any such change may affect your benefit entitlement.

## PAYMENTS FOR DAMAGE ETC

- 2.6 You must pay for any damage or neglect of the property caused by you, a member of your household or a visitor. You must also pay for the costs of any work we have to do to remedy any other failure by you to keep to the terms of this agreement, for example, as set out in sections 3.2, 3.5, 3.18, 3.22, 3.23, 5.4, 8.3, 8.5, 9.7 and 9.8.



# 3. Using Your Home Responsibly

## IN YOUR HOME AND COMMUNAL AREAS

- 3.1 You must use the property as your main home. You must tell us if you are going to be absent for more than a month, so that we know you have not abandoned your home. If you do not use your property as your main home, we will take action to end your tenancy.
- 3.2 You must keep the property in a good condition and use the fixtures responsibly. You must keep the property free of obstacles to reduce the risk of fire and to allow repairs or property inspections to be carried out. If we decide unreasonable amounts of rubbish or other items are accumulating inside or outside your home (such that it could cause a health and safety risk or nuisance to your neighbours), you will be required to remove it or be charged for its removal.
- 3.3 You are responsible for decorating inside your home and keeping the property in good order. You must not cover any walls or ceilings with an "artex" type finish or any other textured surface other than wallpaper. You must tell us about any repairs that need to be made that may lead to further damage or risk to you if not dealt with.
- 3.4 You (or anyone living with you or visiting your home) must not tamper with gas, electricity or water supplies, including the meters.

## PAYING FOR DAMAGE

- 3.5 You must pay for repairs or replacement if damage is caused deliberately, by carelessness or by your own neglect (not reporting a leaking pipe, for example).

Any windows broken by you, members of your household or visitors, must be re-glazed by you or your contractor, at your cost and to a satisfactory standard. If this is not done, we may carry out the work required and charge you the costs incurred.

## STORING GAS AND PETROL

- 3.6 You must not keep or use bottled gas containers in your home without obtaining permission from us first. This includes oxygen cylinders for medical use. You may keep up to 5 litres of petrol or any other highly inflammable liquid provided that it is stored in an appropriate container in your shed, garage or outbuilding.
- 3.7 You must not keep any moped, motorcycle or similar vehicle, or any other machine driven by an internal combustion engine (including engine parts) inside your home (or inside communal areas such as entrance halls and landings). This includes petrol-driven lawnmowers.

## REFUSE BINS

- 3.8 You must put rubbish in the bin(s) or chute provided, and keep any communal area free from rubbish or furniture at all times. You must not leave any refuse or recycling bins at the kerbside or collection point except on the day of collection.

## FLOORING IN FLATS

- 3.9 If you live in a flat or maisonette above the ground floor, you must not lay laminate flooring (or similar material) or glazed, vitreous or quarry floor tiling of any kind, as this will add greatly to the level of noise heard by another tenant in a property below yours.

## **NOISE**

- 3.10 You must not allow noise, whatever its cause, to be loud enough to annoy or inconvenience other people. This includes noise caused by the inconsiderate and unreasonable use of television, radio, music equipment, musical instruments, tools or household appliances.
- 3.11 You must not run or advertise a business from your home without our written permission. Any permission will be withdrawn if the business causes a nuisance to neighbours. It is your responsibility to check if the business requires planning permission.
- 3.16 These are the conditions for keeping pets or animals:
- The pet must be kept under proper control at all times
  - The pet must not cause a nuisance or danger to persons or other animals. Nuisance includes excessive or persistent noise or smell caused by the animal. Keeping a large number of animals may cause a nuisance, even if each animal is acting in a normal manner
  - The animals must not cause damage to Council or private property, or to communal areas
  - The animal must not be permitted to foul in any communal areas.

## **ANIMALS AND PETS**

- 3.12 You are responsible for any pet that you, members of your household or visitor bring into your home, garden or communal areas. You are reminded that you are fully responsible for the safe passage of visitors to your home, whether or not they have been invited.
- 3.13 You may keep domestic pets in your home, if it is a house, bungalow, flat or maisonette, subject to the conditions in 3.16. A domestic pet is considered to be a dog, cat, small caged animal or bird. You may also keep any small amphibians, fish, insects or reptiles provided they are kept only in a purpose designed tank or container within the property. Please be aware, the construction of ponds is not permitted.
- 3.14 You will need our written permission to keep other pets or creatures. Your request will be considered on an individual basis. Permission will generally not be granted to keep any wild or dangerous creature. See 3.16 of this Agreement.
- 3.15 In sheltered and other specialised accommodation, you will need our written permission to keep any domestic pet or animal because of the type of accommodation you live in.
- 3.17 These clauses do not apply to Guide or Assistance Dogs.
- 3.18 You must not do or allow anything to be done to encourage wild animals, birds or vermin onto your home or other Council property if this causes a nuisance to residents, damage or any health hazards. This includes feeding or providing nesting materials, and also applies to garden or balcony areas.

## **GARDENS**

- 3.19 You must keep all garden areas tidy, reasonably weed-free and clear of rubbish, with grass cut regularly and not allowed to become overgrown and unsightly. Hedges must be kept trimmed and not allowed to grow over any footpaths or roadways. If you do not maintain your garden in this way we reserve the right to carry out any work required and charge you for the costs of doing so.

## **HEDGES**

- 3.20 Hedges at the front of your home must not exceed 1.6m in height, and the hedges to the rear must not exceed 2.0m in height, other than with our written permission. Hedges and trees must not be removed without our written consent, and trees not pruned or pollarded without our written consent.

## **TREES**

- 3.21 Trees with a mature height of more than 7m must not be planted, and no trees planted within 5m of the walls of the property. You must take care to remove self-seeded trees such as sycamores.

## **BONFIRES**

- 3.22 You must not set fires in your garden or in any open space, or burn rubbish or garden waste in a way that is likely to cause a nuisance or annoyance to your neighbours, or cause damage to your home or to neighbouring properties.

## **PONDS**

- 3.23 As your tenancy is a flexible fixed term tenancy, it is not permitted for ponds to be installed.

## **SHEDS**

- 3.24 You must not build or put up any garage, parking area, shed, greenhouse, pigeon coop or any other structure unless you have our permission in writing, unless in the case of a shed or greenhouse the floor area is not greater than 6'x4' (or 1.8m x 1.2m) in which case permission is not required in the case of rear or side gardens. You will be responsible for the maintenance of any such structure. You will not be allowed to put up any structure at the front of the property, and at the end of your tenancy we may ask you to remove any structures you have put up. If you fail to do so we may carry out the work and charge you for it. You must pay any such cost straightaway.

## **FENCES AND WALLS**

- 3.25 You must not take down any fence or garden wall unless you have our permission in writing. If you wish to replace, build or renew a fence or garden wall that is more than 4' (1.2m) high, you must also seek our permission.
- 3.26 You must not change or allow to be changed any of the boundaries of the property or the land that is let with it.

## **VEHICLES AND PARKING**

- 3.27 You must ask for our written permission to construct a hard standing or driveway and you or anyone visiting you must not drive across a kerb to access your property unless the kerb has been dropped in accordance with the Regulations of the Highway Authority. You are likely to be charged for such work.
- 3.28 You, or anyone living with you or visiting you, must not park a vehicle on your property except on an approved hard standing, driveway or paved area intended for parking. You must not park on grass verges.
- 3.29 You must not park caravans, motor homes or vehicles with a carrying capacity greater than 1 tonne anywhere on your property without our written consent. You must not park or allow to be parked by anyone living with you or visiting you, any lorry, passenger service vehicle or commercial vehicle on any minor road or housing estate road either at the property or in the locality. This obligation does not extend to single private hire vehicles, ordinary taxis, and small vans.
- 3.30 If your property has a designated resident parking space, only you or your invited visitors may park there.

## VEHICLE REPAIRING

- 3.31 You, or anyone living with you or visiting your home, must not carry out vehicle repairs on your property or on the public highway or on Council-owned land. You may, however, carry out servicing tasks and day to day maintenance to a vehicle that is regularly used as your personal transport or personal transport of someone living with you. **You must not use your property to store scrap metal or strip down vehicles.**

## SHARED PATHS

- 3.32 You, or anyone living with you or visiting you, must not block in any way a shared driveway or path that gives access to your home and an adjoining property. The installation of any gates across shared paths or driveways must have our written consent and any keys shared with the other users. Any unauthorised obstruction will be removed and the costs of doing so will be charged to you.
- 3.33 You must not park or allow to be parked by anyone living with you or visiting you, any illegal, untaxed or unroadworthy vehicle on any hard standing or on the land around your property or on the road, or on any amenity land, parking area, or garage site in the locality.

# 4. Living with Others

## DOMESTIC VIOLENCE

4.1 You must not inflict domestic violence, threaten violence or use mental, emotional, financial or sexual abuse against your partner, ex-partner, or another member of your family or household. Domestic abuse can be considered a good enough reason for eviction, if your partner has left as a result of your violent or abusive behaviour.

## LODGERS

4.2 You have the right to take in lodgers, but only if your tenancy has converted into a flexible, fixed term **secure** tenancy. Introductory tenants do **not** have this right. A lodger is someone who lives in your home but was not part of your household when you first moved in. They do not have exclusive rights to any part of your home and will get some sort of service from you such as cooking or cleaning.

## SUBLETTING

4.3 You do not have the right to sublet the whole of your property. **If** you are a secure tenant on a flexible fixed term Tenancy Agreement, you may sublet part of your home. Introductory tenants do **not** have this right. Secure tenants on a flexible, fixed term tenancy who wish to sublet **must** get our agreement in writing first. Subletting means that someone who lives with you, but was not part of your household when you first moved in, pays you rent to have **exclusive right** to part of your home. They will usually do their own cooking and cleaning. You cannot sublet the whole of your property.

## AFFECT ON BENEFITS

4.4 Having either a lodger or subletting part of your home is likely to affect any entitlement you may have to Housing Benefit and possibly your Council Tax liability. You must inform the Council's benefit service if you take in a lodger or sublet part of your home.

## OVERCROWDING

4.5 You must not cause your home to become overcrowded. You can get advice on how overcrowding is calculated from Rykneld Homes Ltd or North East Derbyshire District Council.

# 5. Respect for Your Neighbours and Your Community

## GOOD BEHAVIOUR

5.1 **You** are responsible for ensuring the reasonable behaviour in your home, garden or on any part of the estate or neighbourhood, of your visitors and all members of your household (including children and any lodgers or subtenants). “Reasonable behaviour” here means behaviour that respects the rights of others to peaceful enjoyment of their home and neighbourhood and does **not** cause, or is capable of causing nuisance, annoyance, distress, alarm or harassment to other people.

## NUISANCE

5.2 You, your household or your visitors must **not** do, or permit to be done, anything that may cause or be likely to cause harassment, nuisance, distress or annoyance to other people, whether in or around your home **or** in the general locality.

Examples of behaviour which will cause harassment, nuisance, annoyance or distress include, for example:

- loud music, arguing and door slamming, offensive language, drunkenness, barking and fouling, drug abuse and selling drugs
- littering, neglected gardens, vehicle parts or keeping non-roadworthy vehicles in your garden or nearby, playing ball games near someone else’s home and lighting fires

- firing or threatening to fire air guns, ballbearing guns or similar at any person or into any open space or highway.

## HARASSMENT AND ABUSE

5.3 You, your household (including children) and visitors to your home must not threaten, harass or physically assault any person living in your area for any reason, including but not limited to their race, gender, sexuality, nationality, faith, age, disability or medical condition. Such behaviour may result in legal action such as injunction or eviction. Harassment here includes but is not limited to:

- acts of violence or threats to use violence
- using abusive or insulting language, or behaving in an abusive way
- damaging someone else’s property, or threatening to do so
- producing abusive or insulting graffiti
- acting to violate a person’s dignity, and/or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

5.4 You, members of your household, your visitors or anyone acting on your behalf must not threaten, harass or abuse any Council or Rykneld Homes Ltd employee, their agent or contractor, or any other person visiting or otherwise engaged in lawful activity within the locality. This condition applies at or near your home or in any of our office premises.

## **LITTER**

5.8 You, or anyone living with you or visiting you, must not deposit any litter, waste or rubbish on Council or other property in the locality, including garage sites, parking areas, the gardens of empty properties, grassed or landscaped areas or on vacant plots of land.

## **DRUGS AND GRAFFITI**

5.5 You, members of your household or anyone visiting your home must not:

- use your home for any illegal activity such as selling drugs
- damage, deface or put graffiti on Council property. You would be charged for the cost of cleaning up or repair
- interfere or damage any security or safety equipment or communal entrance doors, or otherwise damage communal areas or facilities.

5.6 You, or anyone living with you or visiting you, must not commit an arrestable offence at the property or in the locality of the property.

## **CYCLES AND MOTORCYCLES**

5.7 You, members of your household or your visitors, must not ride bicycles in communal gardens or on communal open spaces around flats and bungalows. You and they must not ride or use motorcycles, motorised scooters or vehicles of any kind on public footpaths or on Council-owned open spaces (other than the public highway if they are legally permitted to do so) and must not ride or use such vehicles in a manner which caused excessive noise, nuisance or distress to anyone in the locality such as causing lengthy periods of noise, or any amount of unreasonable noise.

# 6. Your Rights to Involvement and Information

## CONSULTATION

6.1 We must ask your views about any Council or Rykneld Homes Ltd plans if they substantially affect you.

This includes:

- our plans for your home and neighbourhood
- changing our policies on repairs and maintenance
- improving or demolishing any properties, and changing any of the services we provide to properties.

We will either consult you directly or through any tenants' or residents' group, or other community groups that are active in your neighbourhood.

6.2 We do not have to consult you about changes to your rent or service charge, but we will tell you in writing at least four weeks before any rent change or before any change to a service charge.

## INFORMATION

6.3 We must give you certain information by law on the Right to Buy, our obligations and our rules for considering applications for re-housing and exchanges. This information is provided online from our website [www.rykneldhomes.org.uk](http://www.rykneldhomes.org.uk). or you can get further advice by contacting Rykneld Homes Ltd directly.

6.4 You have the right to see information we have about you or your family. However, we will not be able to show you third party information. You can get copies of relevant information but there may be a small charge.

6.5 Personal information that you supply to the Council, and its agent Rykneld Homes Ltd, for the purposes of entering into this agreement will not be disclosed to other persons except in accordance with the requirements of the Data Protection Act 1998. Examples of reasons why personal information may be disclosed are for the purposes of preventing or detecting crime, apprehending or prosecuting offenders or assessing or collecting tax.

## TENANTS' AND RESIDENTS' GROUPS

6.6 You have the right to start or join a local tenants' and residents' group. Such groups will have to meet certain standards for them to be recognised by us. Contact your local office for more information on groups in your area or how to start one.



# 7. Repairs and Maintenance

## RYKNELD RESPONSIBILITIES

- 7.1 We must keep the structure and exterior of your home in good condition. We will repair and maintain:
- roofs, walls, windows, frames, external doors, floors, drains, gutters, outside pipes
  - kitchen and bathroom fixtures, basins, sinks, toilets, baths
  - electrical wiring and gas and water pipes
  - heating and water heating equipment
  - any communal areas around your home (such as stairs, hallways, landings, shared gardens and parking areas).
- 7.2 We must paint the relevant parts of the outside of your home and any communal areas at regular intervals.
- 7.3 We must do repairs in a reasonable time. Our timescales for repairs are set out in our Repairs Policy. In some cases you have a legal 'Right to Repair'; you may be able to get compensation if certain repairs are not done on time. Our Repairs Policy has more information on this.
- 7.4 We will prepare for and clean up after a repair, including making reasonable arrangements to protect your furnishings and other goods, where necessary, and taking reasonable steps to make good any damage we cause to your decoration.

## GIVING US ACCESS

- 7.5 You must allow our staff, agents or contractors sent by us into your home at all reasonable hours for the purposes of inspecting the property or carrying out any works which we think are necessary.

You should always ask to see official identification before letting anyone in. Our staff wear their identification which will be easily visible to you.

## EMERGENCY ACCESS

- 7.6 In an emergency we may need to get in immediately. In the event that access is denied, we may use reasonable force to gain entry to your home. If access is denied when inspection or repairs are needed, we may take legal action to enter your home, or you could be prosecuted for obstruction. **Please note that you must give access for urgent safety work such as servicing gas appliances.**
- 7.7 You must allow 'clear access' for our staff, agents or contractors for inspection, maintenance or repairs to your home. This means that we must be able to get easily to the part of the property that we need to inspect, repair or improve.
- 7.8 There are special circumstances when we may need to take possession of your home because of the type or extent of work that needs to be done to it, such as a major repair or demolition. In this case, you will be offered a suitable alternative home. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

- 7.9 You must report any faults or damage promptly. Details of how to contact us are on our website:  
[www.rykneldhomes.org.uk](http://www.rykneldhomes.org.uk).

## **SMALL REPAIRS YOU MUST DO**

- 7.10 You are responsible for small jobs, such as replacing tap washers, replacing missing plugs in baths, sinks and wash basins, and unblocking the U-bends. We may do these things for you if you are disabled or frail.
- 7.11 You are also responsible for changing locks if you lose your keys. If we do this for you, you will be charged for the work (unless you are disabled or frail). You must also provide such fittings as curtain rails or poles and light bulbs. You must also provide your own TV aerial (unless there is a shared aerial).
- 7.12 You are responsible for repairing and maintaining your own equipment such as cookers and washing machines (unless we have provided these and set a service charge for them). You are also responsible for insuring your own contents, such as furniture etc, and are strongly advised to do so. We can provide you with information relating to any home contents insurance scheme that we organise.
- 7.13 You are responsible for repairing any fixtures and fittings you have added without our permission, and any improvement (sheds, hard standings etc) even when approved by us. This does not apply to any fixed gas appliances. You must ask for any gas appliance you plan to install to be approved by us. This appliance must be installed by a legally registered provider, in which case we will maintain such a gas appliance. However, if any gas appliance installed by you later fails to meet required standards or is not repairable, we will disconnect it without giving you any compensation.

# 8. Improvements and Alterations

## PERMISSION FOR IMPROVEMENTS

- 8.1 As a secure tenant on a flexible, fixed term tenancy, you do not have the right to put in your own improvements to your home (such as a new kitchen, shower, removing walls, putting up an extension, porch or canopy, changing or replacing fixtures and fittings provided by us or decorating the outside of your home etc). Introductory tenants do not have this right either.
- 8.2 You must get our agreement, in writing, for any adaptation you wish to carry out to the property, for example, to assist in meeting someone's health or disability needs. We may be able to help you with what you need.
- 8.3 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. If you do not do this, we may do the required work and recharge you for our costs.
- 8.5 You must not remove any major adaptation to the property, such as a level access shower, without our consent.

## REFUSING PERMISSION

- 8.4 As you do not have the right to make improvements or alterations all requests to do so will be refused. If you have already started the work, you must stop the work immediately. You must also put the property back to its original condition, to our satisfaction, within a reasonable period of time or by the time we tell you. If the work is completed, you will still have to put the property back to its original condition on the same terms. If you fail to carry out the necessary work, we may carry out the work ourselves and charge you for it. You must pay for this straightaway. If you do not allow us into your property to carry out this work we will take legal action against you.

# 9. Moving Home and Ending Your Tenancy

## EXPIRY OF YOUR TENANCY

- 9.1 If we decide not to grant you another tenancy when your flexible tenancy fixed term expires, you will be able to request a review of our decision. A request for a review will be dealt with in accordance with our Flexible Tenancy Review Procedure.

## ABANDONMENT

- 9.2 If we believe you have abandoned your home (left without informing us and returning the keys) we will act to take it back (repossess it). If you live away for long periods or otherwise do not use it as your main home, we may serve you relevant notices which would effectively end your tenancy. Therefore, you must contact us and stay in touch if you have any unusual or difficult personal circumstances.

## MOVING OUT AND GIVING NOTICE

- 9.3 You can serve a Break Notice to terminate the Flexible Tenancy, provided that on the date specified in the notice there are no arrears of rent, and you are not otherwise in breach of a term of the Tenancy.
- 9.4 You must tell us in writing at least four weeks before you want to leave your home. This 'notice' period must end on a Monday, and you must return all your keys to us on or before that day. You must give us access to inspect the property during the notice period. If there are rent arrears and/or other material breaches of your tenancy, we may allow you to end the tenancy early and leave your home, but this will be subject to conditions, for example, we may require you to pay off any rent

arrears you owe us before you leave or within a certain period of time.

## JOINT TENANTS

- 9.5 If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice, providing that there are no rent arrears and you are not otherwise in breach of a term of the Tenancy in which case clause 9.4 will apply.
- 9.6 We will decide if any of the other joint tenants can stay in the property. You may be required to obtain a Court Order to transfer the tenancy to enable us to allow this. If there is a joint tenancy and one of you dies, the other tenant(s) will continue to hold the same tenancy (but with the name of the deceased removed).

## LEAVING THE PROPERTY

- 9.7 You must leave the property, the fixtures and any furnishings provided in a good condition, clean and tidy ready for someone else to move into. Do not leave any of your belongings behind, otherwise we may dispose of them and charge you for doing this.

Please note that this includes belongings in your garden, garage, shed or any other outbuilding. Do not leave furniture or rubbish in any communal area.

- 9.8 You will be charged for repair or replacement if damage has been caused in excess of 'fair wear and tear'.
- 9.9 You must not leave anybody else living in your home when you move out, or any animal or pet.

## **MOVING TO ANOTHER COUNCIL HOME**

- 9.10 You have the right to apply to move to another Council home, but we will only offer you another home in certain circumstances. We may not allow you to register for rehousing if you have broken any conditions in this Tenancy Agreement.
- 9.11 You have the right to see a summary of our rules for who gets offered a Council home. This is provided in our Allocations Policy.
- 9.12 If you are a secure tenant on a flexible, fixed term tenancy you have the right to swap or 'exchange' your home with another tenant of North East Derbyshire District Council, another Council or of a Housing Association. You do not have this right if you are an introductory tenant. As a secure tenant, you must get our agreement in writing first and not move until you have it.
- 9.13 We cannot refuse permission unless:
- one of the homes would be overcrowded (Rykneld Homes Ltd will tell you the maximum number of people allowed), or would be obviously too large for the person who wants it
  - we or the other landlord is taking legal action to get possession of one of the homes
  - the exchange would mean that a home adapted for elderly or disabled people would have no one living there who needed the adaptation.
- 9.14 Permission is required from both landlords prior to any move taking place. Other landlords may use further grounds for refusal additional to those stated above.

- 9.15 We also set certain conditions that you must meet before the exchange can go ahead:
- You must not owe any rent or other debt connected with the tenancy
  - Your property and garden must be in good condition, and if you have made improvements or alterations without our written consent you must return the property to how it was before.
- 9.16 If you do exchange without our written agreement, we may take legal action to evict you. You would not then be able to return to your original home and would not be offered alternative housing.

## **PASSING ON YOUR TENANCY TO SOMEONE ELSE**

- 9.17 You cannot transfer your tenancy (called 'assignment') to anyone else unless you have our permission in writing or unless this is done by a Court Order in family proceedings.
- 9.18 You have the right to assign your tenancy (pass it onto someone else) to a person who would be legally entitled to the tenancy if you were to die. This is explained in the next section. The person taking on the tenancy will do so for the remaining term of your flexible, fixed term tenancy. This passing on of a tenancy can only happen once, and you must contact us if any such situation occurs, as a number of conditions apply.

## **PASSING ON YOUR TENANCY IF YOU DIE**

- 9.19 If you die the tenancy of your home may pass to your husband, wife, civil partner or co-habitee. This is known as 'succession' and legally can only happen once so if a family member becomes a tenant in this way, the tenancy cannot be passed on again to someone else when they die. However, in some circumstances it may be possible to have the tenancy passed on a second time. If such a situation arises, your family must contact Rykneld Homes Ltd.

9.20 If there is no husband, wife, civil partner or co-habitee to take over the tenancy on your death, we will take steps to end the tenancy.

9.21 This is a short summary of the law regarding this issue, and you, your partner or your family must contact us to confirm who is eligible to take over a tenancy in these circumstances.

## **EVICTION – REASONS FOR US EVICTING YOU**

9.22 Rykneld Homes Ltd, on behalf of the Council, can only take action to evict you by serving a relevant notice on you and then applying to the Court.

9.23 We can do this for a number of reasons set out by law. You should note that these reasons include:

- Non-payment of rent, or other breaches of this Tenancy Agreement
- Causing a nuisance, behaving anti-socially or being convicted of certain offences
- Your partner leaving as a result of domestic abuse
- Damaging the property
- Where we need to carry out major works or demolition.

## **ENDING THE TENANCY DURING THE FIXED TERM OF A FLEXIBLE TENANCY: FORFEITURE**

9.24 We may forfeit the Flexible Tenancy by serving a relevant notice on you and then applying to the Court in any of the following circumstances:

- Non-payment of rent or other breaches of this Tenancy Agreement
- If you cease to occupy our property as your only or principal home
- If you die and there is no right of succession.

## **ENDING THE TENANCY DURING THE FIXED TERM OF A FLEXIBLE TENANCY: BREAK NOTICE**

9.25 We may serve a Break Notice on you by giving you 4 weeks' notice of termination of the Flexible Tenancy in any of the following circumstances:

- Non-payment of rent or other breaches of this Tenancy Agreement
- If you cease to occupy our property as your only or principal home
- If you die and there is no right of succession
- Your Flexible Tenancy will terminate on the date specified in the Break Notice.

## **RIGHT TO BUY**

9.26 If you are a secure tenant on a flexible fixed term tenancy you have the right to buy your Council home, unless you live in a certain type of accommodation such as specialist housing for elderly or disabled people. Introductory and Demoted tenants do not have the right to buy.

9.27 To qualify for the right to buy you must be a secure tenant and have been a Council or other public sector tenant (for example Housing Association or armed forces accommodation) for a total of three years or more; it does not need to have been a continuous three year period.

Please note, the qualifying period may change if legislation governing this changes. Any legislative change will override the above.

# 10. Notices

- 10.1 If you wish to serve a notice to do with legal proceedings, it should be served at the Head Office of our managing agents, Rykneld Homes Ltd, Pioneer House, Mill Lane, Wingerworth, Chesterfield, Derbyshire S42 6NG (or to any subsequent address as we may notify you of from time to time).
- 10.2 In addition to any way permitted by law, we may serve any notice on you at your home by putting it through the letter box (including by post), fixing it to the dwelling or by leaving it with somebody for you at the dwelling.

# 11. Sharing information with third parties

- 11.1 If requested to do so by any utility or other similar company, we may pass on to them any contact or other information we hold about you.
- 11.2 If you leave the tenancy owing money, we may pass any information we may hold about you to a debt collection agency to recover the outstanding debt.
- 11.3 We may pass any information we may hold about you to agencies and contractors who carry out services on our behalf.

# 12. Declaration

You should sign below after reading this Agreement.

You agree that:

- You understand this Tenancy Agreement and will keep to its conditions
- The information which you gave in your application for a tenancy was and still is true.

Tenant(s) Signature(s)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Signature on behalf of North East Derbyshire District Council

Date: \_\_\_\_\_