

Tenancy Agreement



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Tenancy agreement

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, St. Peter's Hill, Grantham, Lincolnshire, NG31 6PZ ("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

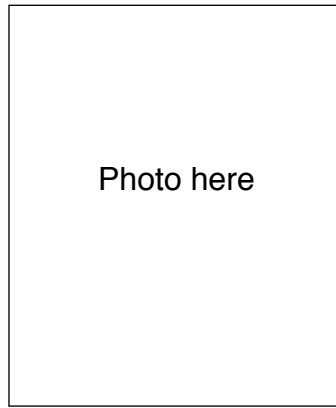
In this tenancy the words 'property', 'premises' and 'home' refer to the whole of the property, including all fixtures and fittings, the garden(s), any outbuildings, paths, hedges, trees, fences and communal areas, if the property is in a block of flats.
("Your home/property")

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

Tenant 1: Name and date of birth:	
Contact Number:	
Email:	
Tenant 2: 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)



This tenancy starts on:

This tenancy is a weekly periodic 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. Unless we agree otherwise with you, you will need to make your payments by Direct Debit.

Rent and other charges

Date first rent payment due:

The full rent of the property is:

Your rent is charged over a 48 week period. (the rent and charges may change each year, but you will be notified before the changes come into effect)

Service Charges:	£
Communal Clean	£
Grounds Maintenance	£
Health and Safety	£
Other property related charges	£
Heating	£
Electricity	£
Water	£
Aerial	£
Support Charges	£
Total Payable	£

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):	£
In signing this Tenancy agreement, you agree that it is a condition of your Tenancy that you will repay this money owed at the rate of:	£
Failure to repay the weekly amount will place you in breach of this Tenancy agreement.	

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)

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 confirm that I have read, understood and now agree to follow the terms and conditions in this Tenancy Agreement.

Tenant		Signature	
Tenant		Signature	

Authorised Officer on behalf of the Council:

Name		Signature	
Date:			

If there is anything you do not understand, please contact us. You can also get help and advice from a Citizens' Advice, Solicitor or Shelter.



1. Tenancy agreement

- a This Agreement sets out (on page 3) 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.
- You will become a secure tenant on:
-
- Upon becoming a Secure Tenant, after the date in the above box, 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 We can apply to Court to repossess your home if you, or someone acting for you, has given us false information to get the tenancy.
- g 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.

- h The people who can live at the property are those you told us about when you applied for the tenancy. You must get our 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.



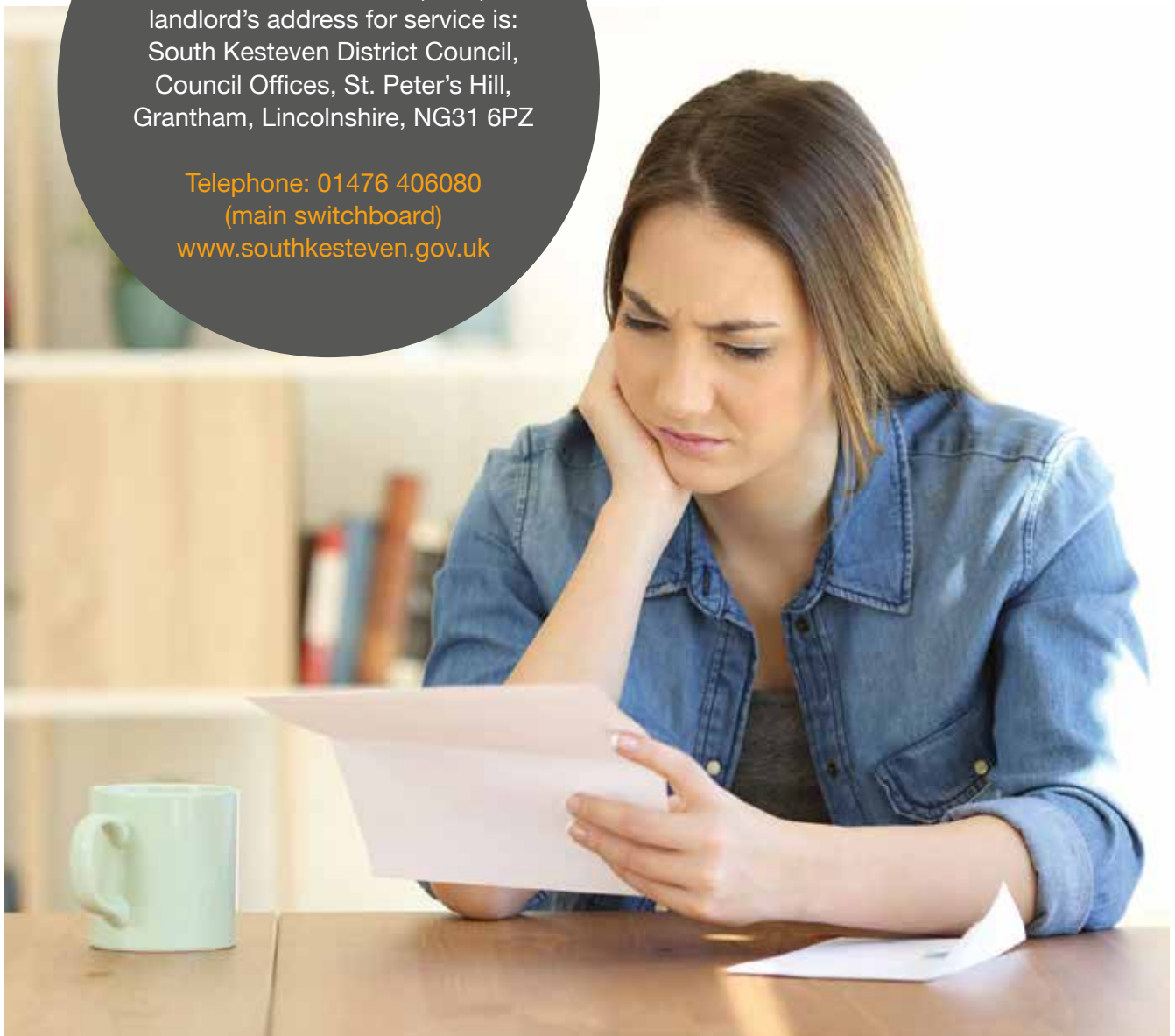
2. Notices

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, St. Peter's Hill,
Grantham, Lincolnshire, NG31 6PZ

Telephone: 01476 406080
(main switchboard)
www.southkesteven.gov.uk



3. Using your home

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 adjoining 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 If you are a secure tenant and have lived in council accommodation for at least 3 years (or any subsequent revision to this time period) and qualify under the Housing Act 1985 legislation, you have the right to buy your home.

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.

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 make yourself available to the Council, upon receiving notice, at either your home or an agreed venue to discuss issues relating to your tenancy.
- d. You must inform the Council, prior to leaving, if you are away from your property for a period more than four weeks.
- e. 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.
- f. You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel that the business is likely to cause a nuisance to other people or damage your home. If, after we have given our permission, the business causes a nuisance, we will give you written notice that we withdraw our permission.

Examples of businesses that could cause nuisance or annoyance to your neighbours* and 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.

- g. You must not sublet the entire property or assign your tenancy except as permitted by section 91 of the Housing Act 1985 and you must not, in any circumstances, assign the tenancy without the prior written permission of the landlord.

*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.

4 Rent and other charges

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 on page 2. These will be subject to change on an annual basis.

a Your rent

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

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 on page 3. These will be subject to change on an annual basis.

b Changes to your rent

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

c Service charge (where applicable)

In certain properties a charge may be made for services provided. Examples of possible service charges are maintenance and replacement of septic tanks and treatment plants (where the service is currently provided by 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.

d Changes to service charge

We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the

services provided or introduce new services. Any such changes may either require you to pay a new service charge or affect the amount of service charge you pay.

Notice of any change in the amounts charged for services will be given to you at least four (4) weeks before any change is made.

e Rent arrears

If you fall into rent arrears, we will try to support you in resolving these. 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 Outgoings

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

Where you terminate the tenancy or where we have secured an order for possession and you have failed to settle all outgoings for your home we will if requested to do so forward your details to any creditors owed money by you.

g 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.

5 Repairs and Improvements

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

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

- e You may carry out certain alterations or improvements to your home but you must get written permission from us prior to starting any work (see section 15 on page 27).
- f We will not unreasonably withhold our consent. All works must adhere to current Planning and Building Regulations and Health and Safety standards.
- g Failure to seek our consent or to comply with our terms and conditions shall be deemed a breach of your obligations under this tenancy. You will be responsible for the ongoing maintenance of any improvements you make.

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

The Right to Compensation for Improvements

- h 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 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.

Your responsibilities

- a You must report immediately upon becoming aware 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 such as furniture, clothing, floor coverings 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 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. 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.

- g 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.
- h 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.
- i You are expected to do certain minor repairs yourself. Advice on this is in the handbook. Tenants who we consider are unable to carry out minor repairs, can report them as normal and we will do these as with any repair
- j You must not make any structural or other significant 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.

- k All work that is undertaken at your home must be carried out by a qualified contractor to an acceptable standard and you must obtain any necessary permissions (for example planning permissions and building regulations consents).
- l You must inform us once any work is complete. The Council reserves the right to inspect such improvement works. If the work is unsatisfactory we will either instruct you to carry out extra works or we will carry out any extra work required and you will be charged.
- m You must not fit a CB or Radio aerial or satellite dish at your home without our written permission (you may also need planning permission).
- n 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.
- o You are responsible for insuring the contents of your home. We are only responsible for insuring the building.





6 Anti-Social Behaviour and Harassment

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

Our Responsibilities

- a If an anti-social behaviour or harassment problem continues (if you have first done all you can to resolve any issues that arise regarding your neighbours), we will take appropriate action
- b We may enforce the tenancy agreement by using all legal remedies available to us.

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:

- do anything which causes or is likely to cause a nuisance or annoyance to anyone in the local area
- do anything which interferes with the peace, safety, comfort and/or convenience of other people living in, visiting or working in the local area
- use your home for any criminal, immoral or illegal purpose, including selling, producing or using any illegal drugs, or storing or handling stolen goods
- Cause any anti-social behaviour. This includes (but is not limited to):
 - using or threatening to use violence
 - excessive noise including loud music
 - banging and slamming doors
 - damaging property
 - drug and alcohol related nuisance behaviour
 - playing ball games close to properties other than on designated play areas
 - skateboarding and cycling on footpaths and communal areas
 - dumping rubbish
 - persistent dog barking and/or not keeping your pets under control
 - criminal activity in properties
 - spraying graffiti
 - domestic abuse

- throwing things out of windows
 - prostitution
 - dealing in pornography
 - breaking shared security, for example, allowing strangers to get into the building
 - not keeping your children under control
 - regular car repairs or car repairs at unreasonable hours
 - DIY at unreasonable hours
 - verbal abuse
 - harassment (see clause 6d below).
- d You, your friends and relatives, and any other person living in or visiting your home (including children) must not commit any form of harassment, or threat of harassment, on the grounds of race, colour, religion, gender, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors. This includes (but is not limited to):
- Racist behaviour or language
 - Using, or threatening to use, violence
 - Using abusive or insulting words or behaviour
 - Damaging or threatening to damage another person's home or possessions
 - Writing threatening, abusive or insulting graffiti.
- e We may ask you to enter into an acceptable behaviour contract which says that you will not continue or allow to continue, any antisocial behaviour.
- f You must make yourself available at your home for an interview, if requested to do so given reasonable notice of at least twenty four (24) hours. We may provide less notice where we consider it appropriate to do so for example in the case of an emergency.
- g We may take legal action to evict you if you, your friends and relatives and any other person (including children) living in or visiting your home behave anti-socially and we may not find you a new home if you are evicted because of antisocial behaviour.
- h We may apply to the Court for a Demotion Order. This is an order that changes the nature and security of your tenancy for twelve months. We may serve a Notice before Proceedings for Demotion on you in the event of anti-social behaviour and thereafter apply to court for an order.



7 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 free from fleas, vermin and other pests.
 - Keep your home clean and tidy. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish, dealing with pests etc.
 - Keep all shared stairways, halls and landings clean. You must not leave any personal belongings or rubbish in these areas. We may remove and dispose of anything you leave in these areas and charge you for the work.
 - Keep any communal bin areas around the bins free from rubbish (rubbish should not be placed next to the bins). Anyone found to be in breach of this condition could be subject to a penalty notice which may result in a fine.
- 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.
- b You must act immediately to deal with any infestation of fleas, vermin or other pests in your home or garden.
- c You must store your refuse hygienically at your home or in the designated refuse storage area and ensure that it is presented correctly and available for collection in accordance with the local authority's instructions.
- d If we have to move items stored or abandoned in communal areas, we will not be responsible for any loss you may suffer and may charge you for the costs incurred.

8 Health and Safety

Your Responsibilities

You, your friends and relatives, and any other person living in or visiting your home (including children) must not:

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



9 Animals

Pets are allowed in our Council properties, as long as each pet and the number of pets you have, are suitable for the size and type of the property you live in. They must also not be intimidating, aggressive, dangerous or cause a nuisance. Nuisance includes:

- excessive and persistent dog barking
- allowing your dog to roam
- your pet fouling inside your home or in common areas
- your pet damaging the property (either inside or outside)
- not vaccinating your pet (causing a health hazard)

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.

Due to the rural nature of the district, small livestock eg. chickens may be suited to a country location but would not be appropriate in a built up urban area. Please seek written permission before keeping any livestock.

Prior to signing this new tenancy agreement you must advise us of any animals/pets that you already have so that we can advise on their suitability.

Your Responsibilities

- a 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.
- b 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.
- c Any dogs you own are required, by law, to be microchipped and registered.
- d 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.
- e 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.
- f You are responsible for any animals visiting your home. They are not to cause a nuisance, intimidation, aggression, danger, detriment to the property or a health hazard.



For sheltered housing tenants and tenants with a shared entrance, permission needs to be sought before keeping (or continuing to keep) a pet.



10 Gardens

Your Responsibilities

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

11 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 scooters 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.
 - 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. If you do, we may remove the vehicle and re-charge you for this. We will give you twenty four (24) hours' notice.
 - Double park vehicles or park in a way which causes an obstruction to other road users, including emergency services' vehicles.
- Sell, rent or give away a parking space or permit which we provide for you.
- b If we give our permission to build a parking space, garage, dropped kerb or drive, it must be built to a Council standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance. A dropped kerb may need planning permission and will need to be to a standard set by the relevant Highways Authority.
- c We will not be responsible for damage to your vehicle if we have to remove it.

12 Tenant Involvement

Your Responsibilities

We must consult with any tenant or group of tenants on matters which may affect their tenancies, homes and estates. Any views and comments expressed will be taken into account when making a decision.

Your Rights

Right to Information

You have the right to see certain information held by us in relation to your housing circumstances. If you would like to see this, you can speak with the Housing team.

We may charge reasonable administration costs for copies of these details if the information is excessive and/or you ask for additional copies.

Right to be consulted

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



13 Succession; Assignment and Exchange

The Right of Succession to a Tenancy

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 from a relative, no one can usually inherit your tenancy. The person applying for succession needs our written consent.

The people who are legally entitled to succeed are:

Your spouse or civil partner with whom you live or if your tenancy started before 1st April 2012, your common law partner, a member of your family, for example child, parent, grandparent, grandchild, brother, sister, aunt, uncle, nephew or niece providing they have lived with you for at least twelve months.

Your husband, wife, partner or relative who succeeds you will become a Secure Tenant and will have the same rights as you under this Tenancy Agreement.

Where your home passes to someone other than your husband, wife or partner then we may consider whether your home is suitable for your relative. If we decide that your home is not suitable for your relative then we can serve a Notice within one year and can apply to the court for possession of your home. In these cases we will offer your relative a more suitable home.

If you do not have a husband, wife or partner and there is more than one relative asking to succeed to your tenancy and if they cannot agree who will succeed you, we will decide.

Further details are in our Succession Policy.

The Right to Assign your Tenancy

Assigning your tenancy is where your tenancy is legally passed on to someone else by you.

Where there has been a legal assignment then you will no longer be the tenant for that property.

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 property adjustment order. 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 includes your husband, wife, civil partner, partner or relative. You must have our written permission for this type of assignment.

Further details are in our Assignment Policy.

The Right to Exchange your Tenancy

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.

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 our Mutual Exchange Policy.

14 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. 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 owe us money for rent or other charges when you leave your home, you must make arrangements with us to pay the debt. 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 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 landlord or the person looking after the affairs of the tenant who died can end the tenancy.

By the landlord

A landlord must serve a minimum of four weeks' notice on those looking after the deceased tenant's affairs or on the Public Trustee.

By the person looking after the affairs of the tenant who died

If you are looking after the affairs of the tenant who died you must:

serve a minimum of four weeks' notice on the landlord, or agree a 'surrender' of the tenancy with the landlord

An agreed surrender will end the tenancy straightaway.

The landlord might not accept a surrender if you are still living in the property.

If you want to leave, check if the tenancy can be terminated by mutual consent between the landlord and those looking after the affairs of the tenant who died.

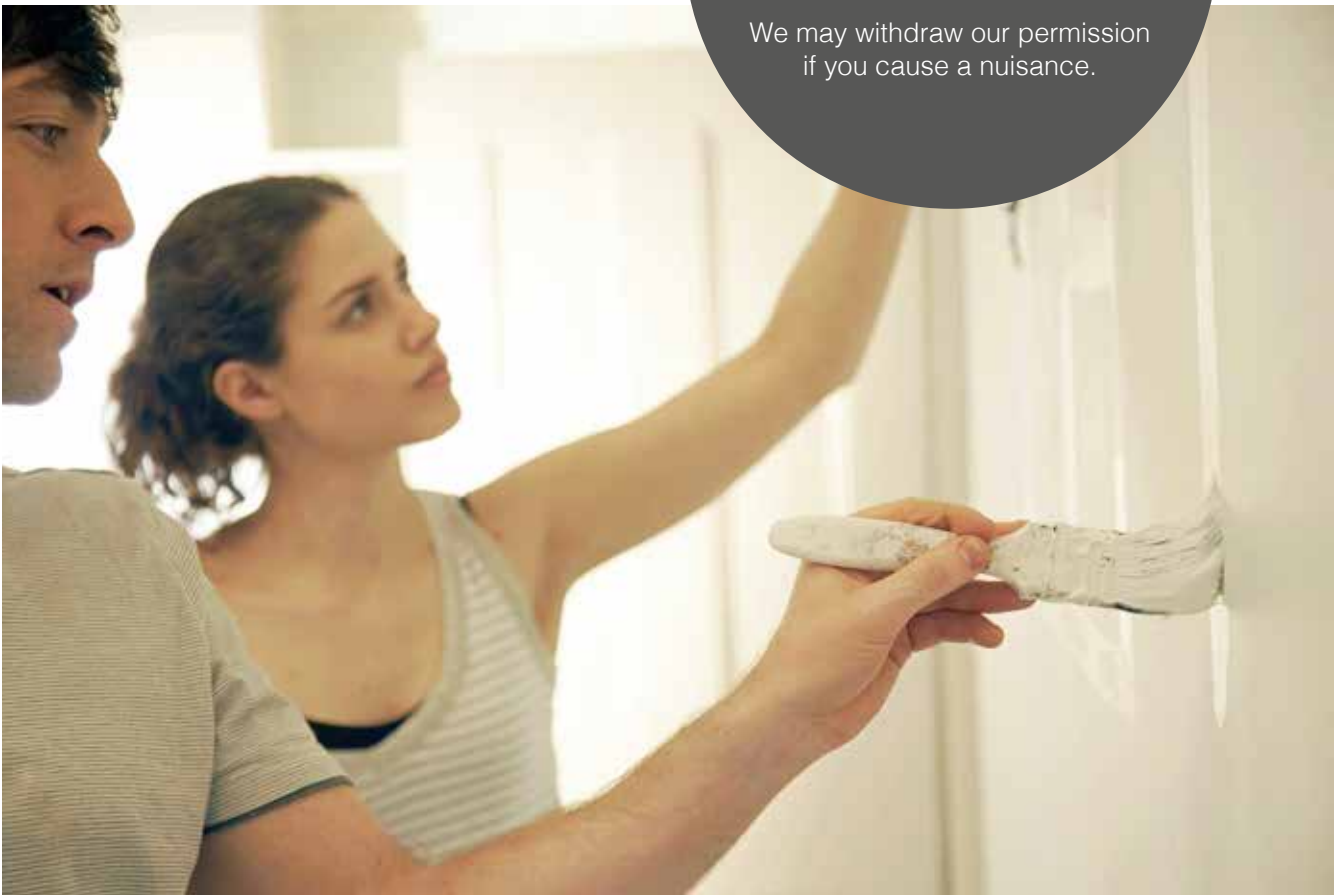
15 Written permission

- a You must get our written permission before you:
- make improvements or carry out alterations to your home (see condition 4d)
 - run a business from your home (see condition 7f)
 - put a garage, greenhouse, conservatory, shed or bird/animal enclosure in the garden (see conditions 11d and 12b)
 - lay laminate flooring if you live in a flat
 - lay ceramic floor tiles if you live in a flat
 - fit a CB aerial or satellite dish (see condition 8n)
 - use portable oil, paraffin or gas cylinder heaters in your home without our written permission (see section 8)
 - store inflammable materials or gas anywhere at your home without our written permission (see section 8)
 - build a parking space, garage or drive (see condition 13a)
 - remove, add, alter (other than repair or maintain) or replace any walls, hedges, fences or trees(see condition 12c)
 - sublet any part of your home (see condition 4g)
 - exchange your home (see condition 4f)

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.





16 Data Protection

South Kesteven District Council processes personal data in compliance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Our data protection policy and further information can be accessed on our website <http://www.southkesteven.gov.uk>.

Collecting and storing your data

By signing this agreement, you agree and acknowledge that we will hold and process any personal information (including special category personal data such as health information) about you or other family members, household members and visitors to the property that you provide or which has been or will be provided by third parties for the purposes of performing our functions as your landlord.

Sharing data

This may include disclosure to other South Kesteven District Council departments or certain third parties as permitted by law such as other Local Authorities including Lincolnshire County Council, Central Government departments such as the Ministry of Housing, Communities and Local Government, contractors processing your information on our behalf, Social Services, Police, Department of Work & Pensions, Home Office, Court Service, Probation, Private Registered Providers (Housing Associations), Health Authorities, Utility companies such as Anglian Water and Support Agencies. Your personal data

will be processed in accordance with the law and no personal data will be sold to third parties. Your personal data will only be shared with others where this is permitted by law.

Your rights

You have the right to see data which we hold about you. We are only allowed to refuse you access to your data in limited circumstances, for example where information may identify a third party who has not consented and the inclusion of their data is not permitted by law. You have the right to request that your data be rectified if incorrect, to object to or restrict data processing and the right to erasure of your data in certain circumstances. You also have rights relating to decisions made solely by computers where relevant. For further advice and information regarding access to personal information please see our privacy notice for customers at <http://www.southkesteven.gov.uk> or contact our Data Protection Officer at dpo@southkesteven.gov.uk.

End of tenancy

If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, we may confirm your contact details to the company to whom the money is owed or any agent acting on their behalf.

17 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.

Complaints

If you have a problem with your council housing:

First speak with the Council about it, either:
by telephone on 01476 406080
via our website www.southkesteven.gov.uk or in person

If the problem cannot be resolved with the Council, a complaint can be made to your MP or a local councillor

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

18 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.

Česky / Czech

Tato informace může být dostupná i v češtině. Pokud byste Vy, a nebo někdo koho znáte, mohli 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 pažįstamiems 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 hizmetten faydalanacağını düşünüyorsanız lütfen bizi arayınız.

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