



UTTLESFORD DISTRICT COUNCIL CONDITIONS OF TENANCY AND TENANCY AGREEMENT

Introductory, Secure and Secure Flexible Tenants

Contents	Page
Definitions	4
1 Introduction	7
2 Introductory Tenancies	7
3 The Tenancy	12
4 Ending Your Tenancy	12
5 Moving Out	13
6 Security of Tenure	13
7 Rights Attaching to Your Secure Tenancy	14
8 Demotion Orders	18
9 Injunctions	18
10 Your Obligations	18
11 Garage Tenancy Conditions	27
12 Flats, Maisonettes & Sheltered Housing	27
13 Our Obligations	27
14 Main Grounds of Possession	28
Tenancy Agreement	30

Definitions

Agent

Anyone acting for or on behalf of Uttlesford District Council

Animal

Includes dog, cat, bird, insect, reptile, spider, and fish

Anti-Social Behaviour

Anti-social behaviour is any act, or failure to do something, which causes or is likely to cause alarm, distress, nuisance or harassment or which interferes with the peace, comfort or convenience of other people living in the local area. The behaviour can range from relatively minor acts, e.g. litter, to the very serious in nature, e.g. racial harassment. This behaviour can lead to legal action being taken by the council

Assignment

An assignment is to give up the rights of your tenancy in favour of a member of your family/partner, or by way of a mutual exchange

Demotion of Tenancy

Demotion of a secure tenancy following a Court Order as a result of anti-social behaviour with loss of rights including Right to Buy and Right to exchange

Exchange

Exchanging your property for another by mutual consent, subject to approval by the council

Fixtures and Fittings

Such items include kitchen units, bathroom and sanitary ware, electrical sockets, doors locks and glazing

Flat

A self-contained unit of accommodation on one level, usually one of a number within a building

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences, and any identified piece of land belonging exclusively to the property

Improvement

Any alteration or addition to the property

Injunctions

A court injunction requires a tenant/s to comply with or stop them

Introductory Tenancy

An introductory tenancy lasts for 12 months. If you break the tenancy conditions we can end the tenancy in court before you become a secure tenant/flexible tenant

Joint Tenants

Joint tenants are both responsible for all the rent and charges. That means if one tenant leaves we can collect all the rent, charges and any arrears from the remaining tenant. Either joint tenant can give notice to end the tenancy. The other tenant would then have to leave unless we decide they could stay breaching their obligations under their tenancy agreement

Landlord

Us, Uttlesford District Council

Lodger

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

Maisonette

A flat with more than one floor

Neighbours

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

Partners

Members of a couple in a relationship (including same sex relationships), who are cohabiting

Rent

Payment made by a tenant for occupation of and services to a property

Secure Flexible Tenancy

A secure tenancy for a fixed term of at least 2 years. At the end of the term the Landlord may grant a further secure flexible tenancy, grant a secure tenancy or recover possession of the property

Secure Tenancy

By law secure tenants have the right to stay in their property. The only way a secure tenancy can be brought to an end is if a court grants the council an Order for Possession

Shared areas

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

1 Introduction

(Note: In this agreement there are specific paragraphs that deal with items that only apply to introductory tenants, or to a secure tenant/joint tenants)

- 1.1 In these conditions the council (which is your Landlord) is referred to as “we”, “us” or “our” and the Tenant or Joint Tenants is/are referred to as “you”
- 1.2 Please read these conditions carefully as they form a legally binding contract between you and us. If there is anything you do not understand or are unsure of you may seek advice from a member of our Housing Section, a solicitor or the Citizens’ Advice Bureau

2 Introductory Tenancies

- 2.1 All new tenants start with an Introductory Tenancy, except if you are transferring from another property as a secure tenant or if you are transferring as an assured tenant of a registered social provider, such as a housing association, your tenancy will be secure straight away
- 2.2 Your introductory tenancy is a trial period for 12 months. You must show us that you are responsible enough to keep the property.

To do this you must:

Not behave anti-socially, cause a nuisance or harass other people

Pay your rent on time

Look after the property

2.3 What is the difference between an Introductory Tenancy and a Secure Tenancy?

2.3.1 An Introductory Tenancy gives you many of the same rights as a Secure Council Tenancy, but you can be evicted more easily. In addition, Introductory Tenants cannot:

Exchange their tenancy with any other tenant

Transfer the tenancy, unless they are ordered to by a Court or in other very rare circumstances such as marital or family disputes.

Exercise the Right to Buy (however, the period of an Introductory Tenancy may count towards the Right to Buy)

Take in lodgers or sublet all or part of the property

Make improvements to the property without the council's permission

2.4 What are my rights as an Introductory Tenant?

2.4.1 As an Introductory Tenant you have the right to be told about Introductory Tenancies and the council's duties to repair which are as follows:

The council will repair and maintain:

The structure exterior and common parts of the property.

The installations for the supply of gas, electricity, water and oil

Our installations for space and water heating

Our installations for the disposal of water and sewerage

We will carry out the repairs for which we are responsible within a reasonable period of time from the time we become aware that such repairs are needed.

We will decorate the exterior of the property and any communal parts when it reasonably necessary to do so.

We will maintain in reasonable order all communal areas

2.4.2 Consulted on housing matters and kept up to date about my changes that affect Introductory Tenancies, right to succeed and right to assign

2.5 What are my obligations as an Introductory Tenant?

2.5.1 Your obligations as an Introductory Tenant are the same as those of a Secure Tenant which are fully explained in the Tenancy agreement. For example:

2.5.2 You must pay your rent and any other charges promptly when due. The rent is due in advance on Monday in each week, your first payment being due on the day your tenancy begins. Details of how the rent may be paid will be discussed at the signing up of the tenancy.

2.5.3 You must report repairs without delay if they are the council's responsibility

2.5.4 You must occupy the property as your only or principal home throughout the duration of the tenancy.

2.5.5 You must keep the garden tidy and in a reasonable order.

2.5.6 You must not behave in a way which causes or is likely to cause a nuisance or annoyance to neighbours or people visiting the locality. You are also responsible for ensuring that anyone living with or visiting you does not behave in such a manner.

2.5.7 You must give four weeks notice in writing to end the tenancy.

2.6 The council's right to extend an Introductory Tenancy

- 2.6.1 If the council considers it reasonable to do so in the light of the way that you are conducting your Tenancy, following the serving of the Notice of Extension the Introductory Tenancy period may be extended by a further 6 months. The Notice of Extension will give you the right to request a review of the decision to extend the trial period. This will need to be done in writing within 14 days of the Notice of Extension being served.
- 2.6.2 The review will be carried out by a senior officer not involved in the original decision. Details of that process will be given if the situation arises.

2.7 What happens if an Introductory Tenant breaches their Tenancy Agreement?

- 2.7.1 If you break any of your tenancy conditions, for example, if you fail to pay your weekly rent or cause a nuisance or annoyance to people living near you, the council may wish to end your tenancy. Before the council takes such action we will:
- 2.7.2 Send you two letters formally warning you of the action, giving you the opportunity to resolve any breaches of tenancy conditions. Hopefully, you would be able to come to an arrangement with the Housing Department to prevent a Notice being served. If you do this, the council will take no further action.
- 2.7.3 If we do decide to end your tenancy we will serve you with a Notice of Proceedings for Possession and then ask the County Court for a possession order to evict you.
- 2.7.4 You have the legal right to ask for a review of the council's decision to evict you.
- 2.7.5 The council must receive your written request for a review within 14 days of the date the Notice was served on you. If you do not request a review within 14 days you lose your right to review and cannot ask for another one.

2.8 The Review Process

- 2.8.1 The review will be carried out by a Senior Officer who was not involved in the original decision to serve the Notice of Proceedings for Possession. The review will consider any information that you give to them and any information provided by the Housing Officer.
- 2.8.2 The review will check that all the correct procedures have been followed.
- 2.8.3 If the review finds in your favour the Notice will be withdrawn and your Introductory Tenancy will continue. The council can serve a new Notice on you if the problem happens again.
- 2.8.4 If the review finds in favour of the council, a Possession Order will then be obtained from the County Court and you will be notified of your eviction date.
- 2.8.5 You will be advised in writing of the decision of the review.

2.9 When will I become a Secure Tenant?

- 2.9.1 If there are no problems during the 12 month trial period, your Introductory Tenancy will convert to a Secure or a Secure Flexible Tenancy for a term of 9 years. There will be no need to sign a new Tenancy Agreement.

2.10 Where can I get advice?

- 2.10.1 Your Housing officer will be able to advise you in detail about your rights and obligations as an Introductory Tenant.
- 2.10.2 You can also contact a housing solicitor, Citizens' Advice Bureau, Law Centre or seek advice from Shelter.

2.11 What if I have a complaint?

- 2.11.1 If you think the council is not treating you fairly or has failed to fulfil its responsibilities, you can complain using the council's official complaints procedure.

3 The Tenancy

- 3.1 The tenancy is a weekly tenancy running from Monday in each week
- 3.2 The rent is due in advance on Monday in each week, your first payment being due on the day your tenancy begins.
- 3.3 Your rent may include sums for services supplied by us (e.g. heating) and may at our discretion include sewerage and water charges
- 3.4 We may increase or decrease your rent by giving you at least four (4) weeks notice in writing of the increase or decrease before the Monday upon which the increase or decrease takes effect
- 3.5 Other terms of your tenancy agreement may also be varied by us. Before we can do this we must give you details of the proposed change and give you the opportunity to comment on the proposed change. We must take your views into account when deciding whether to confirm the variation and give you at least four (4) weeks notice before the Monday on which the change takes effect
- 3.6 Should you wish not to accept any variations made then you have the right to bring your tenancy to an end by giving the council 4 weeks written notice. However you should in the first instance talk through any concerns with your Housing Officer
- 3.7 A copy of the Tenants Handbook, which may be revised from time to time is available on the council's website www.uttlesford.gov.uk this document is for information only and does not form part of this agreement. In the event of there being any differences between this agreement and the Tenants Handbook then the terms of this agreement prevail.

4 Ending your Tenancy

- 4.1 You may bring the tenancy to an end at any time by serving us at least four (4) weeks notice in writing to expire on a Monday (i.e. if you serve notice on a Wednesday it must run out four weeks after the Monday after you serve it).

4.2 Ending Fixed Term Tenancies

- 4.2.1 Where a fixed term tenancy has been granted the tenancy will be formally reviewed not less than 6 months before it is due to end.
- 4.2.2 The criteria for not renewing a tenancy at the end of the fixed term will be as follows
- i. Under occupation - if the tenant is under-occupying the accommodation (when taking into account people required to live with the tenant e.g. family members and not lodgers), then a secure tenancy will be offered on a suitable smaller property, providing all of the other requirements for the allocation of a property are met.
 - ii. Overcrowding - if the tenant is statutorily overcrowded in the accommodation then a fixed term or secure tenancy will be offered on a larger property, providing all of the other requirements for the allocation of a property are met.
 - iii. Properties with major adaptations - if there is no-one in occupation who is in need of these adaptations then a further fixed term or secure tenancy will be offered of an alternative property of a suitable size, providing all of the other requirements for the allocation of a property are met.
 - iv. Conduct of tenancy - If the tenant or a member of their household has committed serious acts of anti-social behaviour or any other serious breach of their tenancy conditions, including rent arrears greater than the equivalent of 8 weeks rent, a possession order has been granted or a Notice of Seeking Possession has been served which has not expired.
- 4.2.3 If any of the criteria above apply but there are special circumstances, including where tenants are active foster carers or where a tenant or a member of their household has a terminal illness or a disability a further fixed term tenancy of 2 years may be granted to monitor the special circumstances.

4.2.3 If any of the criteria above apply but there are special circumstances, including where tenants are active foster carers or where a tenant or a member of their household has a terminal illness or a disability a further fixed term tenancy of 2 years may be granted to monitor the special circumstances.

4.2.4 If it is decided, as a result of the tenancy review, that on expiry of the tenancy a new fixed term tenancy will not be granted, written notice advising the tenant of this will be served at least 6 months before the expiry of the tenancy in accordance with Section 107 (D) of the Localism Act 2011. The notice will contain the reasons for the decision and notify the tenant of their right to request a review and the time within which a request may be made. Should a tenant seek a review and it is dismissed, the landlord will be able to seek possession of the property.

4.2.5 If a tenant disagrees with the decision reached not to renew their fixed term tenancy, they may appeal this decision. The appeal process will be as follows:-

- i. The appeal can be made any time from the serving of Notice until the end of the fixed term tenancy.
- ii. The appeal must be in writing stating all the reasons on which the appeal is based and providing documentary evidence where appropriate.
- iii. The appeal will be made to the Assistant Director of Housing and Environmental Service or their equivalent.
- iv. Tenants will be signposted to independent agencies to assist them with making an appeal.

4.2.6 No less than six months in advance of a tenancy being terminated Uttlesford Council officers will offer advice and assistance to help the tenant find alternative housing. This will include:-

- I. working proactively with the tenant to assist them to explore their options for alternative housing
- II. signposting/referring them to relevant support agencies

5 Moving Out

- 5.1 When you are moving out you must give us vacant possession, return the keys of your home at the end of the tenancy, remove all furniture, personal possessions, rubbish and leave your home and our/your fixtures and fittings in a good lettable condition and repair
- 5.2 We do not accept any responsibility for anything you leave at your home, we will charge you if we have to clear the house or garden or do any works which are your responsibility at the agreed date of the end of tenancy

6 Security of Tenure

- 6.1 Your tenancy is a secure or a secure flexible tenancy. This means that unless you terminate the tenancy yourself your tenancy can only be brought to an end by an order of the court
- 6.2 The court can only make an order for possession if a secure flexible tenancy has come to an end or on one of the grounds contained in Schedule 2 Housing Act 1985. A summary of the main grounds is attached. This is only a summary however and reference to the Act needs to be made for full details of each ground. Less common grounds for seeking possession have not been included in the summary but we can still seek possession of the property on one of those grounds if unusually they should arise. A copy of the Act can be inspected at the council offices or you can take advice from a solicitor or the Citizens' Advice Bureau
- 6.3 Before bringing court proceedings to terminate your tenancy we must serve you with a notice stating the ground or grounds upon which possession is being sought and giving brief details of the facts supporting those grounds. The court may however allow these grounds to be amended or added to
- 6.4 Sometimes the court will make a postponed or suspended possession order. If that happens provided you keep to the terms of the order you retain your secure tenancy.

7 Rights Attaching to Your Secure Tenancy

7.1 Succession - Policy for tenants whose tenancy started before 1 April 2012

- 7.1.1 If you are a sole tenant and are married or in a civil partnership then your spouse or civil partner will automatically succeed to the tenancy provided he or she is living in the property at the date of your death. If you are not married or in a civil partnership or are separated and your spouse or civil partner does not live in the property then if a close relative (as defined by the Housing Act 1985) is living with you at your death and has been living with you for the whole of the twelve (12) months immediately before your death then that person will automatically succeed to the tenancy. For these purposes where two people live together as husband and wife or as civil partners they are regarded as being spouses or civil partners. These provisions do not apply if you acquired the tenancy your self upon the death of another person. In such a case no-one can succeed and the tenancy will come to an end. If the successor is a close relative (not your surviving spouse) we may require the successor to move to a smaller property if the existing property would be under-occupied
- 7.1.2 If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor. However if the survivor is not occupying the property as their only or principal home the tenancy will no longer be secure
- 7.1.3 Wherever there is a change in the identity of the tenant on death (either because of a succession referred to in sub-paragraph 7.1.1 above or because the property passes to a surviving tenant as referred to in sub-paragraph 7.1.2.) there can be no further succession to the tenancy
- 7.1.4 Subject to very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it so as to prevent the possibility of a further succession occurring

7.2 Succession - Policy for tenants whose tenancy started after 1 April 2012

- 7.2.1 If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor
- 7.2.2 Wherever there is a change in the identity of the tenant on death, either because of a succession as referred to below or because the property has passed to a surviving joint tenant there can be no further successions to the tenancy
- 7.2.3 The following provisions do not apply if you acquired the tenancy yourself upon the death of another person. In such a case no-one can succeed to the tenancy and the tenancy will therefore come to an end
- 7.2.4 If you are a sole tenant and are married, in a civil partnership, or living with a partner as if you were married or in a civil partnership, then your partner will automatically succeed to the tenancy provided he or she is living in the property as their only or principal home at the date of your death
- 7.2.5 If you are a sole tenant and at the time of death your spouse or partner is not living with you then an immediate family member who is living with you will be allowed to succeed to the tenancy. This is providing they meet all of the succession rules set out under the Housing Act 1985 Part IV, have been living in your household as their only or principal home for at least the three years preceding your death and are judged to be in housing need as defined by the council's allocations policy. For the purpose of this paragraph immediate family member shall mean a persons parent or step parent, child or step child, brother, sister, half brother, half sister.
- 7.2.6 If an immediate family member is eligible to succeed but the property is under-occupied they will be made one offer of suitable alternative accommodation. If the successor tenant refuses to move, then the Council would take Court action to seek possession under Ground 15A of Schedule 2 of the Act

7.2.7 If there is more than one family member who is eligible to succeed, in the absence of agreement between the parties who should succeed, the Council will decide who should succeed to the tenancy. There can be no joint succession

7.2.8 Subject to a very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it so as to prevent the possibility of a further succession occurring

7.3 Right to Exchange

7.3.1 You have the right to exchange your tenancy with another secure tenant (whether a tenant of ours or of another local housing authority) or with an assured tenant of a registered social landlord

7.3.2 You must obtain our consent in writing to the transfer and the person with whom you are seeking to exchange must obtain his or her landlords written consent. Consent may only be refused on certain grounds, which include:

Where possession proceedings have started

Where the exchange would result in under or over occupation of either property

Where accommodation is reserved for people with special needs and you do not have those needs

Where there is a debt on the rent account

7.3.3 If we intend to refuse consent we must tell you this and the grounds for refusal within 42 days of your request

7.4 Right to Sub-let

7.4.1 You have the right to sub-let PART only of your home provided you obtain our written consent before you do so. Sub-letting without consent is a breach of these tenancy conditions and a ground upon which we could seek possession of your home.

7.4.2 **YOU MAY NOT SUB-LET THE WHOLE OF YOUR HOME.** If you do so you will lose your secure tenancy and it cannot be reinstated. The rights and benefits that attach to a secure tenancy (detailed further in these conditions and in the Tenants' Handbook) will be permanently lost and cannot be regained. We will be able to seek possession of your home at any time without the need to establish one of the statutory grounds for possession.

7.4.3 Although you should let us know, you may take in lodgers without our permission. However the difference in law between a lodger and a sub-tenant is not always clear and you should seek advice from a member of our Housing Section, a solicitor or the Citizens' Advice Bureau before taking in a lodger. You should also be sure that by taking in a lodger it will not result in your property becoming overcrowded. If you are in receipt of Housing Benefit, you must let the Housing Benefit department and Council Tax know. As a breach of these tenancy conditions may lead to possession proceedings against you the best course of action is "if in doubt - ask"

7.5 The Right to Buy

7.5.1 You have the Right to Buy when you have spent at least 5 consecutive years as a public sector tenant.

7.5.2 You will only be able to purchase under the scheme if your house or flat is your only or principal home and is self-contained

7.5.3 You cannot buy your home if a court makes a possession order which says that you must leave your home. Neither can you buy your home if you are an un-discharged bankrupt, have a bankruptcy petition pending against you, or have made an arrangement with creditors (people you owe money to) and you still owe them money

7.5.4 Further details of this can be found in the Tenants' Handbook or may be obtained from a member of the Housing Section

7.5.5 The Right to Buy can only be exercised by secure tenants and if the secure tenancy has been lost in any of the ways set out in these Tenancy Conditions you will not be able to purchase your home

8 Demotion Orders

8.1 A demoted tenancy is a one year probationary tenancy. Your secure tenancy can be changed to a demoted tenancy if you breach your tenancy agreement by way of behaving antisocially or causing nuisance in the area, or threatening to do so, or use your home for illegal activities such as drug dealing. Only a court can decide whether this is going to happen

8.2 If your tenancy is changed to a demoted tenancy, you do not have the right to:

Sublet, assign or exchange the property
Carry out improvements to the property
Apply to buy the property

8.3 If we intend to seek a demotion order we will give you four weeks notice in writing

9 Injunctions

9.1 We reserve the right to seek a court injunction to require you to comply with, or to stop you breaching your obligations under this tenancy agreement or to prevent you engaging in anti social behaviour

10 Your Obligations

10.1 You must pay the rent and any other charges promptly when due. You must occupy the property as your only or principal home throughout the duration of the tenancy. You will not be a secure tenant if you do not do so

10.2 You must not assign your tenancy except:-
By way of an exchange when consent has been obtained in writing from us and from the landlord of the person you are exchanging with as set out in paragraph 7.3. If required to do so by an order of

the Court (in which case you will need to produce a copy of the court order to us) or to a person who would be qualified to succeed to the tenancy if you died immediately before the assignment took place. It can often be difficult to ascertain whether this exception would apply. As the result of an unpermitted assignment is that the secure tenancy is lost and cannot be reinstated you should seek advice from a member of the Housing Section before entering into any assignment.

10.2.1 You must not sub-let the whole of your home and you must not sub-let part without our prior written consent (see paragraph 7.4).

10.2.2 You must not behave in a way which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or people visiting the locality [the expression in the Act is “a persons carrying out a lawful activity in the locality”] You are also responsible for ensuring that anyone living with or visiting you does not behave in such a manner. Some examples of behaviour which may cause nuisance, annoyance or disturbance:

Loud music, radios and television

Fly tipping

Arguing and door slamming

Obstructing communal areas

Dog barking and fouling

Dismantling and repairing motor vehicles

Operation of noisy machinery

Offensive drunkenness

Playing ball games near to someone else’s home or where ball games are not permitted.

Graffiti

Letting gardens overgrow or become untidy

THIS IS NOT AN EXHAUSTIVE LIST

Please refer to our Anti Social Behaviour Information leaflet available from the council offices

10.3 Harassment

10.3.1 You must not commit or threaten any form of harassment which may interfere with the peace and comfort of, or cause offence to anyone living in, visiting or engaging in a lawful activity in the locality of your home or which is likely to do so. Some examples of harassment:

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

THIS IS NOT AN EXHAUSTIVE LIST

10.4 Domestic violence

10.4.1 You must not perpetrate or inflict domestic violence on your partner or any member of your household. Domestic violence can be physical, psychological, sexual, emotional, verbal or financial and can be inflicted directly or indirectly. We are committed to working towards preventing domestic violence and to ensure that everyone is allowed to live free from fear, intimidation and violence. If your partner leaves the home because of domestic violence this is a ground upon which the court can make an order for possession.

Cases of domestic violence will be dealt with in accordance with the councils victims of domestic abuse/violence policy

10.5 Illegal activities

10.5.1 You must not use or threaten to use your home or anywhere in the locality for any criminal or illegal activity. Some examples of such activities:

Storing or selling illegal drugs

Storing or distributing racist material or pornography

Storing or selling stolen goods

Prostitution

THIS IS NOT AN EXHAUSTIVE LIST

10.6 Causing Damage

10.6.1 You must not cause any damage, deface or put graffiti on any part of your home or the estate or block nor anything belonging to the council. If you do so you will have to pay the cost of putting the damage right and we will report it to the Police

10.7 Car Parking

10.7.1 You must use authorised areas for parking your vehicles. If you park a vehicle on your premises, you must have a properly constructed hard standing and dropped kerb

10.7.2 Communal parking areas are not specifically for individual properties and are for the parking of taxed and roadworthy vehicles only

10.7.3 Please ensure you park considerately between white lines where appropriate and do not park on grass verges or green amenity land

10.7.4 Vans, caravans, boats, trailers and other large vehicles must not be parked in garage areas, communal parking areas, or your garden unless you have our written permission

10.8 Pets and Animals

10.8.1 Pets and animals can cause a health hazard, nuisance or injury to other people. They can also cause damage to property.

10.8.2 You agree not to keep anything other than two domestic pets in your home. It is considered that a domestic pet is a dog, cat, small caged animal or bird. You may also keep any small amphibians or fish, provided they are kept only in a purpose-designed tank or container within your home

10.8.3 Any animal that you keep is your responsibility in all respects. You agree to keep under control any animals kept at your home and not to keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood.

You must take steps to make sure that your pets and/or animals do not cause a health hazard, nuisance or injury to others or damage to property

10.8.4 You agree to obtain our written permission first before keeping an animal (other than the two domestic pets). This includes any animal or reptile defined in the Dangerous Wild Animals Act 1976, and/or any dog specified as dangerous in the Dangerous Dogs Act 1991. We will consider your request on an individual basis and we may take specialist advice

10.8.5 Where we have given our permission to keep an animal we may impose reasonable restrictions as a condition to such permission and we may withdraw our permission in circumstances where the animal(s) is causing or might cause damage to your home or a nuisance or annoyance to other people in the neighbourhood of your home. Any consent given will be withdrawn when we have reason to believe that your pet is causing a health hazard, nuisance, or damage. Nuisance includes excessive or persistent noise

10.8.6 You must not allow your pets or animals to foul or urinate in communal areas, if they do you must clean up after them

10.8.7 Any structures (for example, aviaries, pigeon lofts and ponds) will require our written consent before construction. This is to make sure that no danger, nuisance or damage is caused to you, your neighbours or the property

10.9 Safety and Security

10.9.1 You agree not to do, or allow, any act that may endanger the property or any neighbouring premises, and in particular (in the case of sheltered communal entrances not to leave main doors unlocked)

10.9.2 In the case of flats or maisonettes not to obstruct or keep or store anything in the hallways, staircases or landings. Smoking is also prohibited in enclosed communal areas

10.10 Gardens

- 10.10.1 You will be responsible for ensuring that your garden is kept clean tidy and manageable, by cutting the lawn and trimming any hedges or trees. If the garden is overgrown and there is no good reason why you cannot do it, the council can take action against your tenancy
- 10.10.2 You must not remove or erect any fencing or remove trees and hedges without prior permission. Trees and hedges should not obstruct public footpaths or interfere with a neighbour's property
- 10.10.3 You are entitled under common law rights to cut overhanging branches back to the boundary line of your property but you cannot reduce the height of a hedge unless the owner agrees
- 10.10.4 Part 8 of the Anti-social Behaviour Act 2003 allows local authorities to deal with complaints and take action if necessary about high hedges.

10.11 Sheds

- 10.11.1 You must not put up structures such as sheds or garages anywhere in your garden unless you have written permission, and planning permission where required

10.12 Running businesses

- 10.12.1 If you wish to run a business from your home you must obtain permission from Housing Services. This will normally be granted if there are no deliveries to the property in connection with the business and no visits to the property by any member of the public for the purpose of the business. Housing Services will ensure that planning permission is not required. Business rates may be payable by the tenant

10.13 Repairs

10.13.1 You must not carry out any alterations to the property without first obtaining our consent in writing. We may not be unreasonable in withholding our consent. If we do not agree to your request you may apply to the County Court to determine whether or not we are being unreasonable.

10.13.2 You must allow our employees and our subcontractors access to your home on reasonable prior notice and at reasonable times (or immediately at any time without notice in the case of an emergency) for any of the following purposes:

To inspect the condition of the property and the systems for the supply of gas, electricity, oil and water and the systems for the disposal of water and sewerage

To inspect any adjoining properties which we need to inspect which cannot conveniently be inspected without gaining access to your home

To carry out any repairs to the property and the systems for the supply of gas, oil, electricity and water and the systems for the disposal of water and sewerage which we are responsible for under these Tenancy Conditions. In addition, to carry out works which improve the supply of any of the services, (gas, electricity, oil and water and the system for the disposal of water and sewerage) to your property

To carry out any repairs to any adjoining properties and the systems for the supply of gas, electricity, oil and water and the systems for the disposal of water and sewerage to and from the same for which we are responsible and which can not be conveniently carried out without gaining access to your home. In addition, to carry out works which improve the supply of any of the services, (gas, electricity, oil and water and the system for the disposal of water and sewerage) to neighbouring properties which cannot be conveniently carried out without gaining access to your home

10.13.3 You must allow access to your home to neighbours and workmen engaged by them at reasonable times and upon reasonable prior notice for the purpose of carrying out works of cleaning maintenance and repair to their property which cannot be conveniently done without having access to your home

10.13.4 You must keep the interior of the property in a reasonable decorative condition

10.13.5 You will notify us promptly of any repairs which may be necessary to your home which we are responsible for under section 13 of these Tenancy Conditions. Details of how to do this are contained in the Tenants' Handbook

10.13.6 You are responsible for:-

Repair to and maintenance and replacement (as necessary) of:

clothes posts

cookers

door locks

electric plugs and fuses

door bells

draft excluders

internal doors and fittings

sheds, greenhouses, conservatories outhouses and other similar structures

boundary walls and fences (excluding communal gardens)

Sweeping chimneys

ponds and ornamental water features

security lighting (excluding sheltered housing)

glazing

light bulbs

TV aerials

waste plugs and chains to baths sinks and wash basins

tap washers

WC pan and seat

open fires and grates

alterations or adaptations which you have made to the property

Internal decoration

Removal of rubbish

Removal of garden refuse

Replacement of lost or damaged keys

Unblocking blocked sinks, waste pipes and WCs

Cleaning shower heads

Replacement of mains fuses and/or re-setting of trip switches

Cleaning and maintaining gutters, pipes and gullies so as to keep the same free from leaves and other obstructions

Bleeding any radiators at the property

10.13.7 In the event that you fail to carry out repairs for which you are responsible under sub-paragraph 10.13.6 of this condition and we carry them out on your behalf or in the event that we carry out repairs to the property or its fittings which arise from damage caused by you or those living with or visiting you then you will repay us the cost of the repairs upon request

10.13.8 You will observe and ensure that those living with you or visiting you observe any special regulations issued by us relating to sheltered accommodation, the use of communal parts or areas and garages and parking spaces

11 If your tenancy includes a garage then:-

11.1 You may only use it for your private use and must not sub-let the garage

11.2 You must not alter the garage and shall keep it in good order at all times

11.3 You must keep the garage and surrounding areas clear and unobstructed at all times

11.4 You must not store any combustible or harmful materials in the garage

11.5 You may not carry on any trade or business from the garage

11.6 You shall not carry out major repairs to any vehicle in the forecourt or garage area.

12 Flats, Maisonettes and Sheltered Accommodation

12.1 You and your visitors using the common parts shall do so as quietly as possible and cause no disturbance or annoyance to other residents

12.2 You and your visitors must not block corridors, walkways or emergency exits with any object.

13 Our Obligations

13.1 Subject to you keeping to the terms of this agreement and there being no grounds for seeking possession under the Housing Acts we will not interfere with your use and enjoyment of the property.

We will repair and maintain:-

The structural exterior and common parts of the property
The installations for the supply of gas, oil electricity and water
Our installations for space and water heating
Our installations for the disposal of water and sewerage

- 13.2 We will carry out the repairs for which we are responsible within a reasonable period of time from the time we become aware that such repairs are needed
- 13.3 We will decorate the exterior of the property and any communal parts when it is reasonably necessary to do so
- 13.4 We will maintain in reasonable order all communal areas
- 13.15 We will consult you about matters of housing management which may substantially affect you and take your views into account in reaching any decision on such issues.

14 Insurance

- 14.1 We are not responsible for insuring your furnishings and personal possessions.

WE STRONGLY RECOMMEND THAT YOU ARRANGE YOUR OWN HOME CONTENTS INSURANCE

15 Summary of the main grounds of possession from Schedule 2 Housing Act 1985

- 15.1 Non-payment of rent or breach of tenancy agreement
- 15.2 Anti-social (nuisance) behaviour
- 15.3 Domestic violence where a party has left as a result and is unlikely to return

- 15.4 Deterioration of the property caused by the acts or omissions of the tenant or someone living with him
- 15.5 Deterioration of any furniture supplied by the landlord caused by the acts or omissions of the tenant or someone living with him
- 15.6 The tenancy was induced by a false statement
- 15.7 Where there has been an exchange and one party paid the other money in consideration of the exchange
- 15.8 End of a temporary tenancy granted while work was being carried out to the tenant's home
- 15.9 Overcrowding of the property
- 15.10 The property is adapted for use by the disabled and no such person is living there
- 15.11 The property is of a group let to persons with special needs and the landlord requires it for occupation by such a person
- 15.12 The tenant is a successor who was not the deceased's spouse and the accommodation is more extensive than the tenant needs.

TENANCY AGREEMENT

This document is a Tenancy Agreement between Uttlesford District Council of Council Offices London Road Saffron Walden Essex CB11 4ER (at which address the Council will accept service of any notices or proceedings) and the persons whose names are set out in the schedule below:

SCHEDULE

Address of the property:

Tenancy Commencement Date:

Tenancy end date (for secure flexible tenancies only)

Full name(s) of tenant(s):

- (a) The amount payable weekly, subject to any variation under Clause 2, shall be the amount set out in the schedule below:-

Amount payable (£)

Rent:

TOTAL PAYABLE

Please note, this amount excludes any entitlement to Housing Benefit

- (b) The Conditions of Tenancy shall be observed and performed by both the Council and the tenant.

Signed – Tenant: _____ Date: _____

Signed – Tenant: _____ Date: _____

Signed of behalf of the Council: _____

Job Title: _____ Date: _____

**If you require this publication in an
alternative format and/or language please
contact us on 01799 510510.**

**Housing Services
Uttlesford District Council
Council Offices
London Road
Saffron Walden
Essex
CB11 4ER**

**Telephone: 01799 510510
Email: uconnect@uttlesford.gov.uk
Website: www.uttlesford.gov.uk**