



UTTLESFORD DISTRICT COUNCIL

TENANCY CONDITIONS

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”.

Please read these conditions carefully as they form a 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.

1. The Tenancy.

- a. The tenancy is a weekly tenancy running from Monday in each week.
- b. 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).
- c. The rent is due in advance on Monday in each week, your first payment being due on the day your tenancy begins. Your Tenants' Handbook gives you details of how the rent may be paid.
- d. Your rent may include sums for services supplied by us (e.g. heating) and may at our discretion include sewerage and water charges.
- e. 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.
- f. 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.
- g. You will be issued with a Tenants Handbook which may be revised from time to time. 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.

2. Security of Tenure

- a. Your tenancy is a secure tenancy. This means that unless you terminate the tenancy yourself (as explained in paragraph 1 (b) above) your tenancy can only be brought to an end by an order of the court.
- b. The court can only make an order for possession 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.
- c. 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.
- d. Sometimes the court will make a suspended possession order. If that happens provided you keep to the terms of the order you retain your secure tenancy. If you breach the terms of the order the tenancy will cease to be secure and the rights and benefits that attach to a secure tenancy (detailed further in paragraph 3 of these conditions and in your Tenants' Handbook) will no longer apply. The only way security can then be restored is by an order of the court.

3. Rights Attaching to Your Secure Tenancy

a. Succession

- i. If you are a sole tenant and are married then your spouse will automatically succeed to the tenancy providing he or she is living in the property at the date of your death. If you are not married or are separated and your spouse 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. These provisions do not apply if you acquired the tenancy yourself 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.
- ii. If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor.

Item 4—conditions
of tenancy
General and elderly

- iii. Wherever there is a change in the identity of the tenant on death (either because of a succession referred to in sub-paragraph i. above or because the property passes to a surviving tenant as referred to in sub-paragraph ii.) there can be no further succession to the tenancy.
 - iv. 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.
- b. Right to Exchange
- i. 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.
 - ii. 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 and if we intend to refuse consent we must tell you this and the grounds for refusal within 42 days of your request.
- c. Right to sub-let
- i. You have the right to sub-let PART only of your home providing 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.
 - ii. **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 your 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.
 - iii. 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. As a breach of these tenancy conditions may lead to possession proceedings against you the best course of action is "if in doubt – ask".
- d. The Right to Buy
- i. Depending on the type of property most secure tenants have the right to buy the freehold of their house or a long

Item 4—conditions
of tenancy
General and elderly

lease on their flat at a discount against the market price. If you have been secure tenancy in the public sector continuously before 18 January 2005 you have the right to buy after 2 years, for anyone else you do not have the right to buy until you have spent at least 5 years as a public sector tenant.

- ii. Further details can be found in your Tenants' Handbook or from the Home Ownership Officer in Housing Services.
- iii. The Right to Buy can only be exercised by secure tenants – 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.

4. Your obligations

- a. You must pay the rent and any other charges promptly when due.
- b. You must not assign your tenancy except:-
 - i. 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 3.b. above.
 - ii. 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
 - iii. 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.
- c. You must not sub-let the whole of your home and you must not sub-let part without our prior written consent (see paragraph 3. c. i. and ii. above).
- d. 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.
- e. You must not cause any damage to the property.
- f. 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 we are being unreasonable.
- g. 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.

Item 4—conditions
of tenancy
General and elderly

- h. 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:-
 - i. To inspect the condition of the property and the systems for the supply of gas electricity and water and the systems for the disposal of water and sewerage.
 - ii. To inspect any adjoining properties which we need to inspect which cannot conveniently be inspected without gaining access to your home.
 - iii. To carry out any repairs to the property and the systems for the supply of gas electricity and water and the systems for the disposal of water and sewerage which we are responsible for under these Tenancy Conditions.
 - iv. To carry out any repairs to any adjoining properties and the systems for the supply of gas electricity and water and the systems for the disposal of water and sewerage to and from the same for which we are responsible and which cannot be conveniently carried out without gaining access to your home.
- i. 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.
- j. You must keep the interior of the property in a reasonable decorative condition.
- k. You must keep the garden tidy and in reasonable order.
- l. You will notify us promptly of any repairs which may be necessary to your home which we are responsible for under paragraph 5.b. of these Tenancy Conditions. Details of how to do this are contained in the Tenants' Handbook.
- m. You are responsible for:-
 - i. Sweeping chimneys
 - ii. Repair to and maintenance and replacement (as necessary) of:-
 - 1. clothes posts
 - 2. cookers
 - 3. door locks
 - 4. electric plugs and fuses
 - 5. door bells
 - 6. draft excluders
 - 7. internal doors and fittings
 - 8. sheds, greenhouses, conservatories outhouses and other similar structures
 - 9. boundary walls and fences
 - 10. ponds and ornamental water features
 - 11. security lighting
 - 12. glazing

Item 4—conditions
of tenancy
General and elderly

13. light bulbs
 14. TV ariels
 15. waste plugs and chains to baths sinks and wash basins
 16. tap washers
 17. WC pan and seat
 18. open fires and grates
 19. alterations or adaptations which you have made to the property
- iii. Internal decoration
 - iv. Removal of rubbish
 - v. Removal of garden refuse
 - vi. Replacement of lost or damaged keys
 - vii. Unblocking blocked sinks, waste pipes and WCs
 - viii. Cleaning shower heads
 - ix. Replacement of mains fuses and/or re-setting of trip switches
 - x. Cleaning and maintaining gutters, pipes and gullies so as to keep the same free from leaves and other obstructions
 - xi. Bleeding any radiators at the property
- n. In the event that you fail to carry out repairs for which you are responsible under sub-paragraph I. 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.
- o. 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.

5. Our obligations

- a. Subject to you keeping to the terms of this agreement and there being no grounds for seeking possession under Schedule 2 Housing Act 1985 we will not interfere with your use and enjoyment of the property.
- b. We will repair and maintain:-
 - i. The structure exterior and common parts of the property
 - ii. The installations for the supply of gas electricity and water
 - iii. Our installations for space and water heating
 - iv. Our installations for the disposal of water and sewerage
- c. 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.
- d. We will decorate the exterior of the property and any communal parts when it is reasonably necessary to do so.
- e. We will maintain in reasonable order all communal areas.

Item 4—conditions
of tenancy
General and elderly

- f. 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. Details of our consultation policy and procedure are contained in your Tenants' Handbook.

SUMMARY OF THE MAIN GROUNDS OF POSSESSION FROM SCHEDULE 2 HOUSING ACT 1985

1. Non-payment of rent or breach of tenancy agreement
2. Anti-social (nuisance) behaviour
3. Domestic violence where a party has left as a result and is unlikely to return
4. Deterioration of the property caused by the acts or omissions of the tenant or someone living with him
5. Deterioration of any furniture supplied by the landlord caused by the acts or omissions of the tenant or someone living with him
6. The tenancy was induced by a false statement
7. Where there has been an exchange one party paid the other money in consideration of the exchange
8. End of a temporary tenancy granted while work was being carried out to the tenant's home
9. Overcrowding of the property
10. The property is adapted for use by the disabled and no such person is living there
11. The property is of a group let to persons with special needs and the landlord requires it for occupation by such a person
12. The tenant is a successor who was not the deceased's spouse and the accommodation is more extensive than the tenant needs

Item 4—conditions
of tenancy
General and elderly
The address of Landlord is:

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