

STROUD DISTRICT COUNCIL

HOUSING COMMITTEE

10 SEPTEMBER 2019

AGENDA

ITEM NO

11

Report Title	REVISIONS OF THE INTRODUCTORY AND SECURE TENANCY AGREEMENT'S TERMS AND CONDITIONS
Purpose of Report	<p>To provide Housing Committee with the results of the consultation process, following the serving of section 103 (2) of the Housing Act 1985, regarding the revision of the Introductory and Secure Tenancy Agreement's Terms and Conditions.</p> <p>Highlighting new revisions required to the Introductory and Secure Terms and Conditions and the impact these may have on the service.</p>
Decision(s)	<p>The Committee RESOLVES to:</p> <ol style="list-style-type: none"> (1) Agree to the revisions of the Introductory and Secure Tenancy Agreement's Terms and Condition to commence from 4 November 2019. (2) Agree that the comments made throughout the consultation process be published with the official response onto the Council's website. (3) Agree for revised copies of the Introductory and Secure Tenancy Agreement's Terms and Conditions be published on to the Council's website.
Consultation and Feedback	<p>Consultation method accessible to all tenants and council members; road shows occurred at 25 venues across the district, inviting both tenants and councillors.</p>
Financial Implications and Risk Assessment	<p>There are no significant financial implications arising from this report.</p> <p>Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p> <p>Report author to comment on the Risk Assessment</p> <p>The regulator for social housing administers compliance with the tenant involvement and empowerment standard, which requires providers to ensure that tenants are given a wide range of opportunities to influence and be involved in decisions relating to housing related services including policies. This process is fully compliant with that approach.</p>

Legal Implications	As is identified in the attached preliminary notice, if the changes are adopted, a notice of variation setting out the details of any agreed changes will need to be served on each tenant at least 4 weeks before those changes take effect. Mike Wallbank Solicitor Advocate and Deputy Monitoring Officer Tel: 01453 754362 Email: Mike.Wallbank@stroud.gov.uk
Report Author	Patricia Andrade Tenancy Operations Manager Tel: 01453 754163 Email: Patricia.Andrade@stroud.gov.uk
Background Papers/ Appendices	Appendix 1 - Revision to the Introductory and Secure Tenancy Agreement's Terms and Conditions Appendix 2 - Data from the road show consultation Appendix 3 - Data from the written responses Appendix 4 - Updated revisions from the consultation of the Introductory and Secure Tenancy Agreement's Terms and Conditions

1. BACKGROUND

- 1.1 At Housing Committee on 9 April 2019, a presentation took place on the proposed revision of the terms and conditions for both the Introductory and Secure Tenancy Agreements. (See Appendix 1).
- 1.2 The presentation highlighted both the vagueness and lack of transparency of the existing terms and conditions of the Introductory and Secure Tenancy Agreements.
- 1.3 Following the identification of these issues, the Council instructed external solicitors to review the existing tenancy agreement and produce a revised draft version with suitable amendments. The revisions proposed for the terms and conditions of the Introductory and Secure Tenancy Agreements, reflected on the changes of the law and gave details that are more precise in areas, which were silent or vague.
- 1.4 The suggested revisions are future proofing the relationships between landlord and tenant.
- 1.5 Housing Committee authorised officers to undertake a formal notice of change to the terms and conditions of the Council's Tenancy Agreements, instructing officers to feed back to Housing Committee on the outcome of this exercise.

2. ISSUES FOR CONSIDERATION

- 2.1 The revisited terms and conditions of the Introductory and Secure Tenancy Agreements were sent to 4887 properties week commencing 10 June 2019.
- 2.2 The consultation process included both the written format and physical presence in the form of road shows. The timetable of road shows were included documentation.
- 2.3 The road show consultation took place at a number of locations throughout the district at 25 various venues, which allowed for both general needs and sheltered tenants to attend. See Appendix 2.
- 2.4 From the road show, clarification was requested by tenants on the use of alcohol in respect of the communal lounge, laundry rooms and loft spaces under section 4.1.4 and permission to have personal gardens under section 4.2.2.
- 2.5 There are 17 written responses were received electronically which constitutes 0.35% of tenants, (see Appendix 3).The comments ranged from permissions

required for having a mobility scooter, gardens, parking of vehicles, through to the unfairness of owning a private property.

2.6 The amendments to the above comments have been highlighted in Appendix 4 under sections:

- 4.1.4, subsection iii & viii page 8, further clarification on the use of alcohol with respect to the communal lounges. Loft spaces to be expanded upon.
- 4.4.5, this is a new addition with reference to electrical motorised vehicles.
- 5.2.1, removing the timing of the use of domestic white goods in the home.
- 7.5.1, some tenants raised this has a concern that this could be another method of evicting tenants; this criteria does falls in line with Homeseeker Plus rules requesting potential tenants must sell their privately owned home within a 12 month period of becoming a council tenant. This section is about managing a scarce resource, future proofing and being commercially robust to manage and challenge the minority of tenants who may have a real choice to not reside in a council home; freeing properties up to those who are most in need.

3. RECOMMENDATION

- 3.1 Only a limited number of tenants (25) have commentated on the revisions of the terms and conditions of both the Introductory and Secure Tenancy Agreement.
- 3.2 The comments made by tenants that chose to be involved in the consultation do not materially change the suggested revisions to the terms and conditions of the Introductory and Secure Tenancy Agreements.
- 3.3 On this basis, the suggested revisions applied in appendix 4, do not pose any substantial risks to both Tenant Services and tenants. These revisions to be officially adopted and commence from the 7 October 2019.



Appendix 1

Secure Tenants

Preliminary Tenancy Variation Notice

To: All tenants of Stroud District Council

From: Stroud District Council

This notice is given pursuant to section 103(2) of the Housing Act 1985.

Stroud District Council, intends varying the terms and conditions of all of its residential tenancies. The Council intends to vary your tenancy by serving a notice of variation on you pursuant to section 103(1) of the Housing Act 1985. Details of the proposed variations are set out below together with reasons for the proposals.

Should you wish to do so, you may comment on the proposed variation of your tenancy. You should make any comments in writing before the Council makes a final decision and serves individual tenants with formal notices of variation, the Council will consider all comments, provided they are received in writing by the date given above.

Please send your comments on the proposed variation to Patricia Andrade, Tenancy Operations Manager, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, Gloucestershire, GL5 4UB or via email to Tenant.Consultation@stroud.gov.uk no later than 22 July 2019.

Subject to changes in the timetable, it is envisaged that the new tenancy agreement will commence on 7 October 2019.

A copy of the proposed tenancy terms and conditions is enclosed, which shows the proposed new sections and clauses.

A comparison document is enclosed, which details each clause in the proposed new agreement and compares the effect of it to the equivalent existing clauses in the current tenancy agreements.

A summary of the effect of the proposed variations from the existing agreement is detailed below and is in bold and italics:

GLOSSARY:

Page 1, The property, home, dwelling house the word garage is the addition.

Page 1, Closure Order, a full revision of this section.

1. SECURITY OF YOUR TENANCY:

Pages 3 and 4, subsections 1.4 to 1.4.5, new information on data sharing and being compliant with the Data Protection Act 1998 and General Data Protection Regulations.

2. RENT:

Page 5, subsection 2.1.3, further explanation given in this area.

3. REPAIRS:

Page 6, subsection 3.1.2, further explanation given in this area.

Page 6, subsections 3.3 to 3.3.3, allowing us access, more details supplied in this area.

4. THE PROPERTY:

Page 8, subsection 4.1.4, Health and Safety in the property and communal areas, new addition.

Page 8, subsection 4.2.2, sheltered tenants only, new addition.

Page 8, subsection 4.2.6, new addition.

Page 9, subsection 4.3.2, further explanation given in this area.

Page 9, subsections 4.4.2 to 4.4.4 further explanation given in this area and additional information.

Page 9, subsections 4.5.1 and 4.6.1 further explanation given in this area, additional information and new addition.

Page 10, subsections 4.7.1 and 4.7.2 further explanation given in this area, additional information and new addition.

5. BEHAVIOUR:

Pages 10 and 11, subsections 5.2 to 5.2.2, community responsibilities, more detail with examples and additional information

Page 12, subsections 5.4.5 and 5.5.1, more detail and additional information.

6. CHANGES TO YOUR TENANCY:

Page 12, subsections 6.1.1 to 6.1.7, further explanation given in this area and additional information.

Pages 12 and 13, subsections 6.2 to 6.2.4, further explanation given in this area and additional information.

Page 13, subsection 6.4.1, further explanation given in this area.

7. ENDING YOUR TENANCY:

Page 13, subsections 7.1.1 to 7.1.2, further explanation given in this area and additional information.

Page 13, subsection 7.2.2, further explanation given in this area and additional informat

Page 14, subsection 7.3.1, further explanation given in this area and additional information.

Page 14, subsection 7.5.1, new additional information.

Revised Secure Tenancy Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
Absolute Ground for Possession	Where the Court must grant the landlord possession as long as they acted in line with the law
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Mutual Exchange	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes
Total Rent	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 2 of this agreement.
Sheltered Accommodation	Accommodation provided to you that is let for the purposes of sheltered accommodation and where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

Chief Executive: Kathy O'Leary

CONTENTS

Section 1: Security of your tenancy.....	Page 2
Section 2: Rent.....	Page 5
Section 3: Repairs.....	Page 6
Section 4: The property.....	Page 7
Section 5: Behaviour.....	Page 10
Section 6: Changes to your tenancy.....	Page 12
Section 7: Ending your tenancy.....	Page 13

1. SECURITY OF YOUR TENANCY

1.1 Using the property

- 1.1.1 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.2 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.
- 1.1.3 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy or unless a court orders you should be excluded or unless possession upon a ground for possession under Schedule 2 of the Housing Act 1985 is made out.
- 1.1.4 Unless you live in Sheltered Accommodation, you may sublet part of the property but not all of it. You must obtain our written permission before doing so. If you live in Sheltered Accommodation you have no right to sublet any part of the property at any time. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit. In addition to seeking to evict you, we will also consider applying to the court for an unlawful profit order, requiring you repay to us the profits of your unlawful subletting.
- 1.1.5 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

1.2 Occupants and Visitors to the property.

- 1.2.1 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.
- 1.2.2 If you live in Sheltered Accommodation you may not allow, permit or encourage any person to reside at the property, save for those expressly authorised by Stroud District Council, following the grant of the tenancy. If you allow any other person to reside at the property without Stroud District Councils consent, it will constitute a breach of tenancy and you could face eviction.

1.3 When we visit the property.

1.3.1 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

1.4 Information sharing – in compliance with the Data Protection Act 1998 and General Data Protection Regulations.

1.4.1 Meaning of “Personal Information”: *For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.*

1.4.2 What we may use personal information for: *By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:*

- *to carry out our obligations under this agreement;*
- *to carry out our obligations for general management of the estate and your property;*
- *to enforce our rights under this agreement;*
- *to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);*
- *to carry out our obligations to our other tenants;*
- *to comply with any other legal obligation; and*
- *for research, consideration of and implementation of new services for tenants.*

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.

1.4.3 Who we may pass personal information to: *In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:*

- *any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;*
- *law enforcement officers;*
- *social services;*
- *local authorities;*
- *support agencies, and;*
- *professional advisers.*

1.4.4 *If you leave your home owing rent or any other money to us, you also acknowledge that 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, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.*

1.4.5 Seeing your personal information: You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example:

- **information which identifies a third party who has not given their consent for the information to be passed on,**
- **information provided by an external agency on the understanding that it will not be disclosed,**
- **information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or us,**
- **information which could cause physical or mental harm to an individual,**
- **information which could cause commercial or financial damage to us.**

We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

1.5 Legal proceedings.

1.5.1 We will not seek possession of the property unless we feel it is reasonable and proportionate to do so. We can obtain possession of the property:

- (i) By accepting a notice of termination from you (See Section 7).
- (ii) By accepting a surrender of tenancy from you (See Section 7).

1.5.2 We may also seek possession of your property using any of the grounds set out in Schedule 2 of the Housing Act 1985 as may be amended, from time to time. They currently include:

- (i) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.
- (ii) Ground 2: The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence committed in, or in the locality of, the dwelling-house.
- (iii) Ground 3: The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as they ought reasonably to have taken for the removal of the lodger or sub-tenant.
- (iv) Ground 5: The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant, or a person acting at the tenant's instigation.

1.5.3 In line with The Anti-Social Behaviour, Crime and Policing Act 2014 the Council may also consider using the absolute ground for possession, as may be amended from time to time. This currently means that the Court **must** make a possession order unless to do so would be wrong under human rights, public or equality law. In the event of any of the following circumstances the Council may apply for possession:

- (i) If the tenant, someone residing at the property, or a visitor to the property is convicted of a serious criminal offence.

- (ii) If the tenant, someone residing at the property, or a visitor to the property is found by a Court to have breached any terms of an Injunction as described in Part 1 of this Act.
- (iii) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under Section 30 of this Act – committing an act which is prohibited by a criminal behaviour order or fails to do something they are required to do by a criminal behaviour order.
- (iv) If the property is, or has been, subject to a Closure Order.
- (v) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under the Environmental Protection Act 1990. Offences would be condition of the property, smoke, fumes or gases from the property, animals kept in the property, artificial light emitted from the property and noise emitted from the property that is prejudicial to health or a nuisance.

1.5.4 You will be served with a Notice informing you of our decision to apply for possession. If we are relying on an absolute ground, you have the right to request a review of the decision to serve this Notice but the timescales involved are limited:

- (i) **Possession Proceedings** - You must inform us in writing of your request to review the Notice within 7 days of the Notice being served on you.
- (ii) You can choose to have your review conducted in person or without you being present.
- (iii) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you.
- (iv) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession.

1.5.5 We can choose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (i) Sending or posting it to, or leaving it at the Property;
- (ii) By affixing it to a prominent part of the Property such as window or door;
- (iii) By giving it to you or anyone at the address; or
- (iv) By sending it to your last known address.

1.5.6 Any costs incurred in taking legal proceedings against you will be recharged to you.

1.5.7 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

1.6 Rights of Third Parties.

1.6.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

2. RENT

2.1 Payment of rent.

2.1.1 You must pay the rent (including all service charges) on time for the use of your home. The rent will be charged weekly.

- 2.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. The Notice will tell you how much you have to pay and when you must start paying it.
- 2.1.3 ***If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.***
- 2.2 **Breach of Terms.**
- 2.2.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 2.2.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

3. REPAIRS

3.1 If you discover a defect.

- 3.1.1 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.
- 3.1.2 ***If you fail to notify us of a defect, which is our responsibility to repair, as per 3.1.1, we may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.***

3.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985.

- 3.2.1 We will maintain all aspects of the structure of the property.
- 3.2.2 We will maintain gas, water, electricity and sanitary systems in the property.
- 3.2.3 We will maintain space and water heating systems in the property.
- 3.2.4 We will maintain structures and water and electricity systems for shared areas.

3.3 Allowing us access.

- 3.3.1 ***You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.***
- 3.3.2 ***We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.***
- 3.3.3 ***If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.***

3.4 Decanting.

3.4.1 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

3.5 If you are not satisfied with our work.

3.5.1 If you are not satisfied with work carried out by us you must inform us and allow us the opportunity to put it right. Further details can be obtained from the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

3.6 Your responsibilities.

3.6.1 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.

3.6.2 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.

3.6.3 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.

3.6.4 You are responsible for insuring the contents of the property. We are **not** responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

3.7 Property Alterations and additions.

3.7.1 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the property or pay our costs or doing so.

3.7.2 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.

3.7.3 You must not undertake any external decoration to the property without having our written permission to do so.

3.7.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.**

3.8 Recharges and breach of terms.

3.8.1 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.

3.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.

3.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.

3.8.4 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

3.8.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property.

- 4.1.1 You must keep the property clean and tidy.
- 4.1.2 You must not store excessive amounts of furniture or material in the property.
- 4.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas.

- 4.1.4 ***You must comply with any health and safety directions we give you, including:***
 - (i) ***Not smoking in the property when our staff, agents or contractors are visiting;***
 - (ii) ***Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;***
 - (iii) ***Not smoking or drinking alcohol in internal communal areas;***
 - (iv) ***Not using electrical sockets in communal areas;***
 - (v) ***Ensuring that fire doors are remained closed when not in active use;***
 - (vi) ***Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;***
 - (vii) ***Keeping escape routes clear and following evacuation procedures displayed in communal areas;***
 - (viii) ***Any directions about not using loft spaces;***
 - (ix) ***Not overloading electrical plug sockets within the property; and***
 - (x) ***Removing an excess hoarded belongings when asked to do so.***

4.2 Garden.

- 4.2.1 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.
- 4.2.2 ***If you live in Sheltered Accommodation, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.***
- 4.2.3 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.
- 4.2.4 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.
- 4.2.5 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.
- 4.2.6 ***You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.***

4.2.7 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

4.3 Communal areas.

4.3.1 If you have shared hallways and gardens you must keep those areas clean and tidy.

4.3.2 *If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.*

4.3.3 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.

4.3.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

4.4 Vehicles and driveways.

4.4.1 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.

4.4.2 *You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.*

4.4.3 *You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.*

4.4.4 *You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on the property or any land that we own.*

4.4.5 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

4.5 Operating a business.

4.5.1 *You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.*

4.5.2 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

4.6 Allowing us access.

4.6.1 *We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You*

must allow us access to the property to conduct these inspections, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.

4.6.2 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it our Officers and Contractors may request other evidence to prove your identity.

4.7 Breach of terms.

4.7.1 *Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.*

4.7.2 *You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement action against you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.*

4.7.3 Any costs incurred in taking legal proceedings against you will be recharged to you.

5. BEHAVIOUR

5.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas.

5.2 Community responsibilities.

5.2.1 *You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more persons in the locality of the property. Nuisance or annoying behaviour includes, but is not limited to:*

- ***Playing loud music or amplified sound;***
- ***Shouting, banging or slamming doors;***
- ***DIY or operating domestic machinery between the hours of 9:00 p.m. and 6:00 a.m.;***
- ***Being abusive to others, including (but not limited to) racist, homophobic, disability, religious or sex-based abuse;***
- ***Behaving in an intimidating or threatening manner to others;***
- ***Regularly using foul language so that others can hear it;***
- ***Allowing dogs to bark excessively;***
- ***Not cleaning up any mess left by your pets;***
- ***Causing damage to property belonging to other people;***
- ***Gang related activity;***
- ***Rubbish dumping;***

- **Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property.**

5.2.2 Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:

- **psychological**
- **physical**
- **sexual**
- **financial**
- **emotional**

5.2.3 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.

5.2.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.

5.2.5 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.

5.2.6 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.

5.2.7 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

5.3 Using the property.

5.3.1 You must not use the property for the purpose of distribution, storing, growing, making or consuming illegal drugs.

5.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.

5.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

5.4 Pets and Livestock.

5.4.1 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.

- 5.4.2 You must ensure that any pet you are responsible for:
- (i) Is under proper control at all times.
 - (ii) Is kept in a safe and hygienic manner.
 - (iii) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
 - (iv) Does not damage property belonging to Stroud District Council or our Contractors.
- 5.4.3 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.
- 5.4.4 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 5.4.5 *If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.***
- 5.4.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.
- 5.4 Breach of terms.
- 5.5.1 *Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.***
- 5.5.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

6. CHANGES TO YOUR TENANCY

- 6.1 Assigning your tenancy.
- 6.1.1 ***There are a number of ways you may be able to assign your tenancy.***
- 6.1.2 ***The Court can order you to transfer your tenancy to your spouse or civil partner.***
- 6.1.3 ***With our written permission you may assign your tenancy to a person qualified to succeed to your tenancy (see clause 6.2 below).***
- 6.1.4 ***A person who qualifies to be assigned your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying assignee to transfer to a property more suitable to their needs.***
- 6.1.5 ***You may assign your tenancy by way of mutual exchange. You must have our written permission before you assign your tenancy or move home in relation to a mutual exchange.***
- 6.1.6 ***We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.***
- 6.1.7 ***If you live in Sheltered Accommodation your right to assign the tenancy may be limited or restricted due to the nature of such a tenancy and the need to carefully control those who occupy such accommodation. Stroud District Council reserves the right to refuse consent to assign a Sheltered Accommodation tenancy where the***

proposed assignment would be to a person who does not qualify for such accommodation.

6.2 Succession (when a tenant dies).

6.2.1 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.2.2 *If your tenancy commenced prior to 1st April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:*

(i) Are your spouse or partner and occupied the property as their only or principal home at the time of your death and throughout the 12 month period preceding your death; or

(ii) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.

6.2.3 *If your tenancy commenced on or after 1st April 2012, if you are a sole tenant, if you die your spouse or partner may succeed to your tenancy as long as they have occupied the property as their only or principal home at the time of your death.*

6.2.4 *A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.*

6.2.5 Only one succession throughout the life of a tenancy will be considered.

6.3 Right to buy.

6.3.1 If you live in sheltered accommodation you are excluded from exercising the Right To Buy your home. This is based on the Housing Act 1985, Schedule 5, Section 10.

6.3.2 For those not living in sheltered accommodation you may be eligible for the Right To Buy your home. You must notify us in writing if this is your intention.

6.4. Changes to the tenancy conditions.

6.4.1 *We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, we will seek your views and take account of them.*

7. ENDING YOUR TENANCY

7.1 Giving us notice.

7.1.1 *You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.*

7.1.2 *The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.*

7.2 Your responsibilities after giving us notice.

- 7.2.1 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.
- 7.2.2 *If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession and change the locks, which we will also charge you for.***
- 7.2.3 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.
- 7.3 If you don't give us notice.**
- 7.3.1 *If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.***
- 7.3.2 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.
- 7.4 If you breach your tenancy conditions.**
- 7.4.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 7.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.
- 7.5 *Other reasons why we may seek to end your tenancy.***
- 7.5.1 *You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.***



STROUD DISTRICT COUNCIL

Council Offices • Ebley Mill • Ebley Wharf • Stroud • GL5 4UB
Telephone 01453 766321 • Facsimile 01453 750932
www.stroud.gov.uk

Introductory Tenants

Preliminary Tenancy Variation Notice

To: All tenants of Stroud District Council

From: Stroud District Council

This notice is given pursuant to section 103(2) of the Housing Act 1985.

Stroud District Council, intends varying the terms and conditions of all of its residential tenancies. The Council intends to vary your tenancy by serving a notice of variation on you pursuant to section 103 (1) of the Housing Act 1985. Details of the proposed variations are set out below together with reasons for the proposals.

Should you wish to do so, you may comment on the proposed variation of your tenancy. You should make any comments in writing before the Council makes a final decision and serves individual tenants with formal notices of variation, the Council will consider all comments, provided they are received in writing by the date given above.

Please send your comments on the proposed variation to Patricia Andrade, Tenancy Operations Manager, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, Gloucestershire, GL5 4UB or via email to Tenant.Consultation@stroud.gov.uk no later than 22 July 2019.

Subject to changes in the timetable, it is envisaged that the new tenancy agreement will commence on 7 October 2019.

A copy of the proposed tenancy terms and conditions is enclosed, which shows the proposed new sections and clauses.

A comparison document is enclosed, which details each clause in the proposed new agreement and compares the effect of it to the equivalent existing clauses in the current tenancy agreements.

A summary of the effect of the proposed variations from the existing agreement is detailed below and is in bold and italics:

GLOSSARY:

Page 1, The property, home, dwelling house the word garage is the addition.

Page 1, Closure Order, a full revision of this section.

1. SECURITY OF YOUR TENANCY:

Page 2, subsection 1.1.1, further explanation given with additional information.

Page 2, subsection 1.1.5, further explanation given with additional information.

Pages 3 and 4, subsections 1.4 to 1.4.5, new information on data sharing and being compliant with the Data Protection Act 1998 and General Data Protection Regulations.

2. RENT:

Page 5, subsection 2.1.3, further explanation given in this area.

3. REPAIRS:

Page 6, subsection 3.1.2, further explanation given in this area.

Page 6, subsections 3.3 to 3.3.3, Allowing us access, more details supplied in this area.

4. THE PROPERTY:

Page 8, subsection 4.1.4, Health and Safety in the property and communal areas, new addition.

Page 8, subsection 4.2.2, sheltered tenants only, new addition.

Page 9, subsection 4.2.5, new addition.

Page 9, subsection 4.3.2, further explanation given in this area.

Page 9, subsections 4.4.2 to 4.4.4 further explanation given in this area and additional information.

Page 9, subsection 4.5.1, further explanation given in this area and additional information.

Page 10, subsection 4.6.1, further explanation given in this area and additional information.

Page 10, subsections 4.7.1 and 4.7.2, further explanation given in this area and new addition.

5. BEHAVIOUR:

Pages 10 and 11, subsections 5.2 to 5.2.2, Community responsibilities, further explanation given with examples and additional information

Page 12, subsections 5.4.5 and 5.5.1, further explanation given in this area and additional information.

6. CHANGES TO YOUR TENANCY:

Page 13, subsections 6.1.1, 6.1.2 and 6.1.4, further explanation given in this area additional information.

Page 13, subsections 6.3 to 6.3.2, further explanation given in this area and additional information.

7. ENDING YOUR TENANCY:

Pages 13 and 14, subsections 7.1.1 to 7.1.2, further explanation given in this area and additional information.

Page 14, subsection 7.2.2, further explanation given in this area and additional information.

Page 14, subsection 7.3.1, further explanation given in this area and additional information.

Pages 14 and 15, subsections 7.5.1 to 7.5.2, new additional information.

Revised Introductory Tenancy Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
<i>The Property, home, dwelling house</i>	<i>The accommodation and any garage and grounds which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
<i>Closure Order</i>	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Total Rent	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 2 of this agreement.
Sheltered Accommodation	Accommodation provided to you that is let for the purposes of sheltered accommodation and where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

CONTENTS

Section 1: Security of your tenancy.....	Page 2
Section 2: Rent.....	Page 5
Section 3: Repairs.....	Page 6
Section 4: The property.....	Page 8
Section 5: Behaviour.....	Page 10
Section 6: Changes to your tenancy.....	Page 13
Section 7: Ending your tenancy.....	Page 13

1. SECURITY OF YOUR TENANCY

1.1 Using the property

1.1.1 *Your introductory tenancy will last for 12 months unless it is extended by us in accordance with the procedure set out at Clause 1.5.4 below. If you have not breached any of your tenancy conditions during the 12 months your tenancy will automatically become secure.*

1.1.2 You must live in the property we have let to you under this agreement and make it your only or principal home.

1.1.3 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.

1.1.4 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy, or unless a court orders you should be excluded or unless possession is ordered.

1.1.5 *Whilst you are an introductory tenant you have no right to sublet any part of the property. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit.*

1.1.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

1.2 Occupants and Visitors to the property.

1.2.1 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.

1.3 When we visit the property.

1.3.1 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

1.4 Information sharing – in compliance with the Data Protection Act 1998 and General Data Protection Regulations.

1.4.1 Meaning of “Personal Information”: *For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.*

1.4.2 What we may use personal information for: *By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:*

- *to carry out our obligations under this agreement;*
- *to carry out our obligations for general management of the estate and your property;*
- *to enforce our rights under this agreement;*
- *to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);*
- *to carry out our obligations to our other tenants;*
- *to comply with any other legal obligation; and*
- *for research, consideration of and implementation of new services for tenants.*

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.

1.4.3 Who we may pass personal information to: *In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:*

- *any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;*
- *law enforcement officers;*
- *social services;*
- *local authorities;*
- *support agencies, and*
- *professional advisers.*

1.4.4 *If you leave your home owing rent or any other money to us, you also acknowledge that 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, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.*

1.4.5 Seeing your personal information: You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example:

- **information which identifies a third party who has not given their consent for the information to be passed on;**
- **information provided by an external agency on the understanding that it will not be disclosed;**
- **information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or us;**
- **information which could cause physical or mental harm to an individual;**
- **information which could cause commercial or financial damage to us.**

We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

1.5 Legal proceedings.

1.5.1 We will not seek possession of the property unless we feel it is reasonable and proportionate to do so. We can obtain possession of the property:

(iii) By accepting a notice of termination from you (See Section 7).

(iv) By accepting a surrender of tenancy from you (See Section 7).

1.5.2 We may also seek possession of your property for breach of tenancy based on the Housing Act 1996. For example, possession may be sought if:

(v) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.

(vi) The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable or serious offence committed in, or in the locality of, the dwelling-house.

(vii) The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as they ought reasonably to have taken for the removal of the lodger or sub-tenant.

1.5.3 If you breach any of your tenancy conditions we may consider extending your introductory tenancy for 6 months.

1.5.4 You will be served with a Notice informing you of our decision to apply for possession or to extend your introductory tenancy. You have the right to review the decision to serve this Notice but the timescales involved are limited:

- (v) You must inform us either in writing or verbally of your request to review the Notice within 14 days of the Notice being served on you.
- (vi) You can choose to have your review conducted in person or without you being present.
- (vii) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you.
- (viii) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession or your tenancy may be extended for a further 6 months.

1.5.5 We can choose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (v) Sending or posting it to, or leaving it at the Property;
- (vi) By affixing it to a prominent part of the Property such as window or door;
- (vii) By giving it to you or anyone at the address; or
- (viii) By sending it to your last known address.

1.5.6 Any costs incurred in taking legal proceedings against you will be recharged to you.

1.5.7 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

1.6 Rights of Third Parties.

1.6.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

2. RENT

2.1 Payment of rent.

2.1.1 You must pay the rent (including all service charges) on time for the use of your home. The rent will be charged weekly.

2.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. The Notice will tell you how much you have to pay and when you must start paying it.

2.1.3 *If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.*

2.2 Breach of Terms.

2.2.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

2.2.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

3. REPAIRS

3.1 If you discover a defect.

3.1.1 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.

3.1.2 *If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.*

3.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985.

3.2.1 We will maintain all aspects of the structure of the property.

3.2.2 We will maintain gas, water, electricity and sanitary systems in the property.

3.2.3 We will maintain space and water heating systems in the property.

3.2.4 We will maintain structures and water and electricity systems for shared areas.

3.3 *Allowing us access.*

3.3.1 *You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.*

3.3.2 *We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.*

3.3.3 *If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.*

3.4 Decanting.

3.4.1 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

3.5 If you are not satisfied with our work.

3.5.1 If you are not satisfied with work carried out by us you must inform us and allow us the opportunity to put it right. Further details can be obtained from the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

3.6 Your responsibilities

- 3.6.1 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.
- 3.6.2 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.
- 3.6.3 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.
- 3.6.4 You are responsible for insuring the contents of the property. We are **not** responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

3.7 Property Alterations and additions.

- 3.7.1 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the property or pay our costs or doing so.
- 3.7.2 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 3.7.3 You must not undertake any external decoration to the property without having our written permission to do so.
- 3.7.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.**

3.8 Recharges and breach of terms.

- 3.8.1 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.
- 3.8.4 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property.

- 4.1.1 You must keep the property clean and tidy.
- 4.1.2 You must not store excessive amounts of furniture or material in the property.
- 4.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas.

4.1.4 You must comply with any health and safety directions we give you, including:

- (xi) Not smoking in the property when our staff, agents or contractors are visiting;**
- (xii) Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;**
- (xiii) Not smoking or drinking alcohol in internal communal areas;**
- (xiv) Not using electrical sockets in communal areas;**
- (xv) Ensuring that fire doors are remained closed when not in active use;**
- (xvi) Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box;**
- (xvii) Keeping escape routes clear and following evacuation procedures displayed in communal areas;**
- (xviii) Any directions about not using loft spaces;**
- (xix) Not overloading electrical plug sockets within the property; and**
- (xx) Removing an excess hoarded belongings when asked to do so.**

4.2 Garden.

- 4.2.1 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.
- 4.2.2 *If you live in Sheltered Accommodation, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.***
- 4.2.2 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.
- 4.2.3 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.
- 4.2.4 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.

- 4.2.5** *You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.*
- 4.2.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.
- 4.3** **Communal areas.**
- 4.3.1 If you have shared hallways and gardens you must keep those areas clean and tidy.
- 4.3.2** *If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.*
- 4.3.2 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.
- 4.3.3 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.
- 4.4** **Vehicles and driveways.**
- 4.4.1 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.
- 4.4.2** *You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.*
- 4.4.3** *You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.*
- 4.4.4** *You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on the property or any land that we own.*
- 4.4.5 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.
- 4.5** **Operating a business.**
- 4.5.1** *You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.*

4.5.2 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to housing.management@stroud.gov.uk.

4.6 **Allowing us access.**

4.6.1 *We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You must allow us access to the property to conduct these inspections, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.*

4.6.2 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it, our Officers and Contractors may request other evidence to prove your identity.

4.7 **Breach of terms.**

4.7.1 *Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.*

4.7.2 *You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement action against you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.*

4.7.3 Any costs incurred in taking legal proceedings against you will be recharged to you.

5. BEHAVIOUR

5.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas.

5.2 **Community responsibilities.**

5.2.1 *You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more persons in the locality of the property. Nuisance or annoying behaviour includes, but is not limited to:*

- *Playing loud music or amplified sound;*
- *Shouting, banging or slamming doors;*
- *DIY or operating domestic machinery between the hours of 9:00 p.m. and 6:00 a.m.;*

- **Being abusive to others, including (but not limited to) racist, homophobic, disability, religious or sex-based abuse;**
- **Behaving in an intimidating or threatening manner to others;**
- **Regularly using foul language so that others can hear it;**
- **Allowing dogs to bark excessively;**
- **Not cleaning up any mess left by your pets;**
- **Causing damage to property belonging to other people;**
- **Gang related activity;**
- **Rubbish dumping;**
- **Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property.**

5.2.2 Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:

- **psychological**
- **physical**
- **sexual**
- **financial**
- **emotional**

5.2.3 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.

5.2.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.

5.2.5 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.

5.2.6 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.

5.2.7 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

5.3 Using the property.

5.3.1 You must not use the property for the purpose of distribution, storing, growing, making or consuming illegal drugs.

5.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.

5.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

5.4 Pets and Livestock.

5.4.1 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.

5.4.2 You must ensure that any pet you are responsible for:

(v) Is under proper control at all times.

(vi) Is kept in a safe and hygienic manner.

(vii) Does not cause nuisance, annoyance or harm to local residents, staff or contractors.

(viii) Does not damage property belonging to Stroud District Council or our contractors.

5.4.3 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.

5.4.4 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.

5.4.5 If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.

5.4.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**.

5.5 Breach of terms.

5.5.1 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.

5.5.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

6. CHANGES TO YOUR TENANCY

6.1 Assigning your tenancy.

6.1.1 *While you are an introductory tenant you do not have the right to assign your tenancy to another person, you can pass your tenancy on to anyone who would have the right to succeed to it if you died (see clause 6.3.2 below).*

6.1.2 *The Court can also order you to transfer your tenancy to your husband wife or civil partner.*

6.1.3 While you are an introductory tenant you do not have the right to mutual exchange with another tenant.

6.1.4 *We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.*

6.2 Right to buy.

6.2.1 While you are an introductory tenant you do not have the right to buy.

6.3 When a tenant dies (succession).

6.3.1 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.3.2 *If you are a sole tenant, a person may qualify to succeed to your tenancy if they:*

(iii) Are your spouse or partner and occupied the property as their only or principal home at the time of your death; or

(iv) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.

6.3.3 A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.

6.3.4 Only one succession throughout the life of a tenancy will be considered.

6.4 Changes to the tenancy conditions.

6.4.1 If we are going to update, change or amend these tenancy conditions we will provide a 28 day notification period to all tenants affected.

7. ENDING YOUR TENANCY

7.1 Giving us notice.

7.1.1 *You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.*

7.1.2 The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.

7.2 Your responsibilities after giving us notice.

7.2.1 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.

7.2.2 If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession and change the locks, which we will also charge you for.

7.2.3 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

7.3 If you don't give us notice.

7.3.1 If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

7.3.2 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.

7.4 If you breach your tenancy conditions.

7.4.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

7.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

7.5 Other reasons why we may seek to end your tenancy.

7.5.1 There are a few examples of situations that may result in legal proceedings to evict you, even if you are keeping to the tenancy agreement. These include:

- **If you, or a person acting at your instigation has made a false statement, knowingly or recklessly which has induced us to grant this tenancy to you;**
- **we need to move you to redevelop your home and you refuse to move;**
- **your home becomes unsafe because major repairs are needed and you refuse to move out so that we can do the repairs;**
- **you have, or become the owner of, another home, which would, in our view, be reasonable for you to live in;**
- **the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.**

7.5.2 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.

Results of the Road Show Consultation

Venue	Tenants present	Home Visit
Hazelwood Stonehouse	14	
Malvern Gardens	11	
Walter Preston Court	12	
Grange View	11	
Grove Park Road	9	
Sherborne House	12	1
St Nicholas Court	16	
Jenner Court	9	
Hamfallow Court	14	4
Willow Road	6	
Dryleaze House	40	
Burdett House	8	
The Beeches	6	
Ashcroft House	6	
Concorde	10	
Springfields Court	14	
Chapel Lane	6	
Archway Gardens	15	
George Pearce House	17	
Ashwell House	10	
Draycott	13	
Vizard Close	13	
The Corriett	17	
Stroud Bowling Club	28	
Dursley Library	25	
Total Attendance S Housing	342	5

Please note the revision of the terms and conditions were sent to a total of 4887 tenancies; the above figures constitutes an overall attendance of 7% of tenancies.

Appendix 3

I would like to suggest that we consider adding a clause to the Tenancy agreement such as:

"If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must get written permission first. This permission will not unreasonably be withheld".

I received in today's post a preliminary tenancy variation notice for secure tenants.

I am particularly concerned by section 7.5.1 - ending your tenancy. The first sentence is left open to interpretation by the council to include removing a tenant from their family sized home due to the property being under-occupied if the council were to offer them what it considered to be 'reasonably suitable for your (their) occupation'. The first sentence states, 'You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy.

A tenant whose children had grown up and left home or had died would fall into this category. Whilst the paragraph then goes on to refer to those who had become an owner, leaseholder or tenant of another property this sentence is stated again in relation to that aspect. Therefore it is reasonable to draw the conclusion that the council has the intention of using the first sentence of section 7.5.1. to force tenants from their homes by offering accommodation which it deems suitable. If this is the case then they are going about it in a very underhanded manner and one which many will not notice or understand the repercussions of.

A person's reasons for staying in their existing home are varied and complex. For an older person, it is well documented that forced removal from their home of many years frequently results in their dying a short time after. For those with mental health problems including anxiety and PTSD, their home and it's locality can be the only place they feel safe. Forced removal can and does result in a deterioration of their mental health and also to suicides. For others, being moved to accommodation the council considers suitable for them on paper may be very unsuitable for the tenant. Their support network of family, friends and services may become too far removed from them, to be maintained.

If the primary reason for this proposed terms of tenancy variations is to free up larger properties for families then the council would do better to look at the current system those wishing to mutually exchange are faced with. For example, a single person in a 3 bedroom house where 1 room is allowed for a carer, wishes to move to a two bedroomed property. A family of four wishes to move from their two bedroomed property into the 3 bedroomed house but isn't allowed to by the tenancy officer because their children are of the same sex and both under the age of 16. The property is in an area with no schools, no health services, no stores and in addition, has no parking despite being on the main road. Tenants are stuck in properties because of the councils' resistance to relaxing rules where properties are in less than favourable locations for the modern family.

When the final copy of the revised tenancy terms is announced by the council, will tenants be asked to sign a new tenancy agreement or with the council put it through without our agreeing to it?

I would like the council to clarify the points I've raised and suggest that the paragraph referenced be reworded to prevent that section being used to remove tenants from their homes because they are deemed to be under-occupying.

I received notification today regarding the preliminary tenancy variation.

I have read through and i am happy with the proposed changes, however i would like to ask a few questions please in relation to the below.

Section 4. The Property, paragraph 4.2.6 Must not commence any earth works. During my 12 month building inspection in 2017, i spoke with Ben Smith from the council and pointed out the sink-age in my garden - this has now been rectified, during his visit i asked if i could gravel my rear garden and Ben gave verbal permission to do so. My garden was graveled towards the end of 2018, i did not dig up any soil, i just laid black weed kill sheeting and placed the gravel on top, i also planted a small Nana Bush and a small Nishiki Tree at the end of the garden which is at least 30ft away from the property.

Paragraph 4.4.2. no parking of vehicles or caravans on gardens - does this include your own garden? as number 27 has a caravan in their back garden.

Paragraph 4.6.1 how often will regular tenant and property inspections take place? as no-one has been out since 2017's inspection.

Section 5. Behaviour paragraph 5.4.1 permission to have pets, when i took up the tenancy in September 2016, i informed at the time of my application that i had a dog, which was fine, sadly in July 2017 he passed away, i now have another dog purchased December 2017 and two cats purchased August 2017.

Because i didn't receive any written permission for the above (garden works and pets) am i liable to have warning on my tenancy, to put the garden back to lawn and re-home my pets? or because these things happened before the changes take place am i okay and no further action will be taken against me and my tenancy?

I hope you will be able to answer and respond to my enquiry.

Thank you for sending us the Preliminary Tenancy Variation Notice. Please find attached our comments which we hope you'll consider. My husband and I will also be attending the consultation meeting to discuss these comments.

We have also sent you a copy of this letter with our comments in the post.

IN response to your letter of 4th June I man extremely concerned regarding some of the changes. The Main issue being the new clause 7.5.1. Please could you clarify if this relates to current tennants who may already have acquired another property since their tenancy began? Or is it relating to any property in the future that is acquired albeit inherited or purchased?
If I already have another property and remain in a council property even if the tenancy came first then I would be in breach if this new clause Is accepted?
Please can you clarify this?

Thank you for the preliminary notice of SDC intention to revise the current terms and conditions of our tenancy agreements.

It all looks fairly straightforward, however I would like to make the following comments:

Section 4.2 Garden

Clause: 4.2.2

Retrospective – planting

I live in sheltered and I have a communal garden. When I moved into Hazlewood I inherited a mess in the form of 2 areas of garden which had been dug over and plants planted. The area was totally over grown and it took 7 garden waste bags to the tip to make it tidy. I have put some plants in there but bedding, and the sight manager has seen the area and seems quite happy with it. Is this going to now cause me an issue? As technically I do not have the rights to a garden.

Also where is the responsibility of SDC written in the form of keeping the communal area free of weeds which are becoming hazardous for me as they are growing all over the patio area where the washing lines are kept. Also there are weeds everywhere growing in my area on the brick patio area, and again I have paid to have them removed to make the area look nice to my own expense.

Also the grass area is also dangerous with regard to Health and Safety in the property and communal areas 4.1.4.

I have enclosed a video I took yesterday. To access the communal garden area I walk straight out onto it, and the grass area is totally uneven I am right on a sleep bank, and the grass is so bad that it makes it very hard for me to walk across in either direction. To access the washing lines, I have to use my roll paving slabs are very uneven and full of weeds,, some thick areas which are total trip hazards. I has to walk across to get to the path to access the washing lines if she just wants to put washing, make it easier all round if there was steps down the middle with hand rails and a ramp for a wheelchair as I could access it by a wheelchair quite safely without having to push across uneven ground. It is compromising my health and safety and making my mobility issues worse.

So where is it written that SDC is totally responsible for the maintenance of the communal gardens? The grass was cut yesterday and all the leavings left on the ground, and the grass was again cut very badly and it has left tufts of hard grass areas which again makes it hard to me to walk across.

The area where the washing line is full of weeds, some of which are quite thick and makes it hard for me to walk through them with my rollator.

The grass was cut yesterday, please see the second video.

I am happy to pay to have my area removed of weeds as I love my flat and take great care with it.

I make an observation in the tenancy agreement. There is no mention of recycling bins. I have often had the misfortune of going to put rubbish in the rubbish green bins we have at the sheltered only to be met with dirty incontinence pads, and food as well. This makes the bins smell bad and it is an environmental issue. The flies are bad in the summer because of it. Could there not be signs on the bins reminding tenants what is allowed to go in them? This happens a lot.

Also community laundry's, a small section on only using your allocated slot, and perhaps leaving the filters clean. It seems to be the number one problem for example here and many arguments have ensued over the wrongful misuse of the facilities.

I have no issues with repair men or the system for reporting, I think it all works very well actually, the workmen who have attended my flat have all been very respectful and helpful too.

I do think with sheltered though there should be a committee voted in who can be spokes person for the rest of the tenants, and meetings should have official minutes signed by the member of SDC who is present at the time, as I find a lot of discord is down to too many people who seem to feel they are running the place and giving out wrong messages which ends up causing arguments.

The above is my observations I have been here since January and overall very happy it's just not knowing what I can or cannot do or being told different things by different people I find exasperating.

Yours faithfully

Dear Patricia Andrade

In the revised terms and conditions to the tenancy agreement, under section 5 Behaviour 5.2.1 'DIY or operating domestic machinery between the hours of 9pm and 6am. This might work in a house but what about flats? Don't you fell 6am is a little early for someone to start drilling or any DIY? I think these times would server better betwenn 10pm and 7am.

Kind regards

Dear Sir/Madam:

4.2.6 I have read the above and wish to make a few points. First thing I want to ask is I've notice are changing about what we can do in the garden and am assuming that any work carried out pr (within the last twenty years) will not mean raised beds etc. will have to be removed. Can you confirm this please?

4.6.1 You mention inspections, but do not mention how often they would be. Also, I feel very unhappy about you being able to take photos inside my home and wonder what is the reason for this?

5.4.1 When I moved in in 1998, I had a dog which I notified you of and I still have a dog. I did not obtain permission. Is this a problem? Should I obtain one retroactively?

Yours fathfully,

Dear Patricia Andrade/Lynne Mansell

I noticed that a small camera above the exit of the building leading to where the bins are kept, though it had been there for a couple of days, I noticed it had been taken down,(Wednesday 12th June) we were not consulted about this camera and I want this mentioned at the meeting, this maybe taken further, I will not be filmed without my knowledge, unfortunately I am working on the day of the meeting, why do these meeting always take place when everyone are unable to attend.

The heading and some of the notices say that we are still Sheltered, I had been informed sometime ago that we are now Independent Living, can you make it clear which, either Sheltered or Independent Living.

Property Inspection, I was given a time and date for an inspection to take place on 16th May 2019 between 1pm and 5pm, I was asked if I could leave the key with a neighbour if I was unable to be here, as it was I had a doctor appointment in the morning of the same day, I was in all afternoon, though nobody turned up to do the inspection, nobody made a phone call to say they could not make the appointment, nor an apology the

day after, I received a phone call 2 weeks later apologising for not turning up and to make another date, good job I never asked my neighbour to stay in to wait for a no show.
There is a person (I will not name him) saying that residents living here in Hazelwood are not allowed to have visitors, is this true? or is he spreading malicious rumours.

Dear Pat

It is good to see under 5 Behaviour 5.2.1 firm clarity around behaviours in communal areas inter alia point 4.1.4 (iii) no drinking alcohol in internal communal areas in sheltered is welcomed due to intimidation possibilities. If agreed the insurance form we should complete when booking the communal rooms would need to state this. I believe there should be some form of clause which allows SDC to review those in sheltered who are renting social or affordable homes from Council but who are also renting out their own properties or flats.

Thank you very much for the invitation to review the variation notices it was very informative and helpful.

Best regards

Hello SDC

I received the letter regarding Revised Terms and Conditions of Your Tenancy Agreement.

I know there are meetings regarding this but I suffer from ill health. I just had one question regarding the document, if you are able to answer it for me?

Will this effect my right to buy, I have had a tencany with the council/ housing association pre 201 something that I might consider in the future.

Many thanks

I am writing regarding Garden 4.2.1 in the tenancy agreement. My back garden borders on to another property. I am writing as I am not happy with the state of their garden. They have a massive bramble bush which they are doing nothing with and it has already gone over my adjoining neighbours property and is now coming over the top of my fence as well as underneath. Referring to 4.2.1. The last line says You must not let it become overgrown. I hope you will take the appropriate action and ask them to cut this down and remove it.

Dear

In response to your proposed changes I would like to raise the following concerns regarding clause 7.5.1

1) I feel that it would be unfair if I were asked to leave the home I have been a tenant of for many years just because of a change in my circumstances.

At the time I applied for my council house I clearly fulfilled the criteria (for a secure life long tenancy).

However over the years if I had obtained by whatever means another property, should that forfeit the right to stay in my council home.

Even if I bought another property to rent to others, it doesn't necessarily mean that I could afford to stay in that property myself. It could be that years ago I was in a good financial position to enable me to buy another house, and now I am not, and the only way to keep my other property would be to rent it to pay a mortgage..

2) if I were to/or have inherit a property should I not have the rite to chose where I stay or at least be given the option to sell my share (if not 100%) of the inherited property?

3) this clause seems to be covering council house entitlement, if this were the case then surely ones income should also be reviewed and included ?

4) if anything this clause should only cover concerns going forward and not retrospectively, as this is technically 'pulling the rug' from under a tenants feet who may have acquired a property in the past since acquiring their secure tenancy with you.

However I believe that this clause is unfair and inappropriate for existing secure tenancy holders and I strongly object to this, I hope you will be removing this proposal.

Regards
Tenancy Agreement is quite intimidating compared to the original
Has legislation changed to warrant all changes
Need to differentiate between communal areas and communal lounges
1.4.4 is this a breach to give information to 3rd parties where money is concerned
<p>It was very nice to meet you at Dryleaze House in Wotton-under-Edge on 01 July. Thank you so much for listening to our concerns.</p> <p>Please find below an outline of the issues we discussed in the meeting. We have also added a couple more issues we forgot to mention when we were speaking to you:</p> <ul style="list-style-type: none"> ❖ In regards to point 5.2.1: After speaking to various people in Wotton-under-Edge (when we walk our dog) everyone agrees 6:00 a.m. is too early for DIY or operating domestic machinery. We think the hours you can start machinery during the week should be 8:00 a.m. (the same hours as building contractors) and finish at 10:00 p.m. On the weekend, the hours should be from 10:00 a.m. to 10:00 p.m. Not everyone works during the day and many people need to sleep until at least eight in the morning. People also deserve a sleep in on the weekends. ❖ Could you also please stress how important it is for people to be aware of other tenants and to not domestic machinery excessively, especially when they live above other tenants? ❖ We think the tenancy agreement should include a section explaining that tenants cannot put anything their driveway that acts as an obstruction or something that could damage cars parked in that driveway. The area should remain clear for cars only at all times. ❖ Could you please include a section in "Behaviour" telling parents they can't encourage their children to be anti-social? We have had a couple of situations when our door bell has been rung and when we open the door a child is standing there and the mother is around the corner with her phone on record hoping to record us being rude to her child. Another mother, who is no longer living above us, was encouraging her child to yell out nasty words at our front door even though the child clearly didn't want to get involved. We have to be very careful leaving our flat because of these parents being anti-social and we have always tried to ignore this behaviour. ❖ Even though you have clearly stated in your tenancy agreement that shared hallways and gardens must be kept clean and tidy, the agreement does not say anything about the grassed areas that belong to the council between the flats and the road. Tenants are leaving unwanted sofas etc. on this grass area and it remains there for a long time because they do not want to pay the council to come and take it away and dispose of it. Could you please add a section about this in the tenancy agreement? ❖ Could you please include an extra section telling tenants not to use their garden as a rubbish dump?

Revised Secure Tenancy Conditions**GLOSSARY**

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
Absolute Ground for Possession	Where the Court must grant the landlord possession as long as they acted in line with the law
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Mutual Exchange	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes
Total Rent	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 2 of this agreement.
Sheltered Accommodation	Accommodation provided to you that is let for the purposes of sheltered accommodation and where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

CONTENTS

Section 1: Security of Your Tenancy.....	Page 2
Section 2: Rent.....	Page 6
Section 3: Repairs.....	Page 6
Section 4: The Property.....	Page 8
Section 5: Behaviour.....	Page 10
Section 6: Changes To Your Tenancy.....	Page 13
Section 7: Ending Your Tenancy.....	Page 14

1. SECURITY OF YOUR TENANCY

1.1 Using the property

- 1.1.6 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.7 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.
- 1.1.8 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy or unless a court orders you should be excluded or unless possession upon a ground for possession under Schedule 2 of the Housing Act 1985 is made out.
- 1.1.9 Unless you live in Sheltered Accommodation, you may sublet part of the property but not all of it. You must obtain our written permission before doing so. If you live in Sheltered Accommodation you have no right to sublet any part of the property at any time. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit. In addition to seeking to evict you, we will also consider applying to the court for an unlawful profit order, requiring you repay to us the profits of your unlawful subletting.
- 1.1.10 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

1.2 Occupants and Visitors to the property

- 1.2.3 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.
- 1.2.4 If you live in Sheltered Accommodation you may not allow, permit or encourage any person to reside at the property, save for those expressly authorised by Stroud District Council, following the grant of the tenancy. If you allow any other person to reside at the property without Stroud District Council's consent, it will constitute a breach of tenancy and you could face eviction.

1.3 When we visit the property

1.3.2 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

1.4 Information sharing – in compliance with the Data Protection Act 1998 and General Data Protection Regulations.

1.4.1 **Meaning of “Personal information”:** *For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.*

1.4.2 **What we may use personal information for:** *By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:*

- *to carry out our obligations under this agreement;*
- *to carry out our obligations for general management of the estate and your property;*
- *to enforce our rights under this agreement;*
- *to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);*
- *to carry out our obligations to our other tenants.*
- *to comply with any other legal obligation; and*
- *for research, marketing, consideration of and implementation of new services for tenants.*

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.

1.4.3 **Who we may pass personal information to:** *In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:*

- *any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;*
- *law enforcement officers;*
- *social services;*
- *local authorities;*
- *support agencies, and*
- *professional advisers.*

1.4.4 **If you leave your home owing rent or any other money to us, you also acknowledge that 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, you agree that we may**

pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

1.4.5 Seeing your personal information: You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example :

- ***information which identifies a third party who has not given their consent for the information to be passed on,***
- ***information provided by an external agency on the understanding that it will not be disclosed,***
- ***information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or Us***
- ***information which could cause physical or mental harm to an individual,***
- ***information which could cause commercial or financial damage to Us.***

We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

1.5 Legal proceedings

1.5.8 We will not seek possession of the property unless we feel it is reasonable and proportionate to do so. We can obtain possession of the property:

(v) By accepting a notice of termination from you (See Section 7).

(vi) By accepting a surrender of tenancy from you (See Section 7).

1.5.9 We may also seek possession of your property using any of the grounds set out in Schedule 2 of the Housing Act 1985 as may be amended, from time to time. They currently include:

(viii) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed

(ix) Ground 2: The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence committed in, or in the locality of, the dwelling-house.

(x) Ground 3: The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

(xi) Ground 5: The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant, or a person acting at the tenant's instigation.

1.5.10 In line with The Anti-Social Behaviour, Crime and Policing Act 2014 the Council may also consider using the absolute ground for possession, as may be amended from time to time. This currently means that the Court **must** make a possession order unless to do so would

be wrong under human rights, public or equality law. In the event of any of the following circumstances the Council may apply for possession:

- (vi) If the tenant, someone residing at the property, or a visitor to the property is convicted of a serious criminal offence
- (vii) If the tenant, someone residing at the property, or a visitor to the property is found by a Court to have breached any terms of an Injunction as described in Part 1 of this Act
- (viii) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under Section 30 of this Act – committing an act which is prohibited by a criminal behaviour order or fails to do something they are required to do by a criminal behaviour order
- (ix) If the property is, or has been, subject to a Closure Order
- (x) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under the Environmental Protection Act 1990. Offences would be condition of the property, smoke, fumes or gases from the property, animals kept in the property, artificial light emitted from the property and noise emitted from the property that is prejudicial to health or a nuisance

1.5.11 You will be served with a Notice informing you of our decision to apply for possession. If we are relying on an absolute ground, you have the right to request a review of the decision to serve this Notice but the timescales involved are limited:

- (ix) **Possession Proceedings** - You must inform us in writing of your request to review the Notice within 7 days of the Notice being served on you
- (x) You can choose to have your review conducted in person or without you being present
- (xi) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you
- (xii) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession

1.5.12 We can chose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (ix) Sending or posting it to, or leaving it at the Property;
- (x) By affixing it to a prominent part of the Property such as window or door;
- (xi) By giving it to you or anyone at the address; or
- (xii) By sending it to your last known address.

1.5.13 Any costs incurred in taking legal proceedings against you will be recharged to you.

1.5.14 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

1.6 Rights of Third Parties

1.6.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

2. RENT

2.1 Payment of rent

- 2.1.1 You must pay the rent (including all service charges) on time for the use of your home. The rent will be charged weekly.
- 2.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. The Notice will tell you how much you have to pay and when you must start paying it.
- 2.1.3 If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.**

2.2 Breach of Terms

- 2.2.3 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 2.2.4 Any costs incurred in taking legal proceedings against you will be recharged to you.

3. REPAIRS

3.1 If you discover a defect

- 3.1.3 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.
- 3.1.4 If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.**

3.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985

- 3.2.5 We will maintain all aspects of the structure of the property.
- 3.2.6 We will maintain gas, water, electricity and sanitary systems in the property.
- 3.2.7 We will maintain space and water heating systems in the property.
- 3.2.8 We will maintain structures and water and electricity systems for shared areas.

3.3 Allowing us access

- 3.3.1 You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.**
- 3.3.2 We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.**

3.3.4 *If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.*

3.4 Decanting

3.4.2 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

3.5 If you are not satisfied with our work

3.5.2 If you are not satisfied with work carried out by us you must inform us and allow us the opportunity to put it right. Further details can be obtained from the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

3.6 Your responsibilities

3.6.5 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.

3.6.6 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.

3.6.7 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.

3.6.8 You are responsible for insuring the contents of the property. We are **not** responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

3.8 Property Alterations and additions

3.7.5 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the Property or pay our costs or doing so.

3.7.6 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.

3.7.7 You must not undertake any external decoration to the property without having our written permission to do so.

3.7.8 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

3.8 Recharges and breach of terms

3.8.6 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.

- 3.8.7 You may be recharged for any works reported as an emergency, which on inspection prove not to be an emergency.
- 3.8.8 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.
- 3.8.9 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.10 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property

- 4.1.5 You must keep the property clean and tidy.
- 4.1.6 You must not store excessive amounts of furniture or material in the property.
- 4.1.7 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas

- 4.1.8 ***You must comply with any health and safety directions we give you, including:***
 - (xxi) ***Not smoking in the property when our staff, agents or contractors are visiting;***
 - (xxii) ***Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;***
 - (xxiii) ***Not smoking or drinking alcohol in internal communal areas (save for where Stroud District Council have given permission for a function held in communal areas of sheltered accommodation);***
 - (xxiv) ***Not using electrical sockets in communal areas;***
 - (xxv) ***Ensuring that fire doors are remained closed when not in active use;***
 - (xxvi) ***Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;***
 - (xxvii) ***Keeping escape routes clear and following evacuation procedures displayed in communal areas;***
 - (xxviii) ***Any directions about not using loft spaces (loft spaces must not be used in any circumstances save for where you have the express permission of Stroud District Council);***
 - (xxix) ***Not overloading electrical plug sockets within the property; and***
 - (xxx) ***Removing an excess hoarded belongings when asked to do so.***

4.2 Garden

- 4.2.8 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.
- 4.2.9 ***If you live in Sheltered Accommodation, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.***

- 4.2.10 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.
- 4.2.11 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.
- 4.2.12 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.
- 4.2.13 *You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.***
- 4.2.14 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

4.4 Communal areas

- 4.4.1 If you have shared hallways and gardens you must keep those areas clean and tidy.
- 4.3.2 *If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.***
- 4.3.5 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.
- 4.3.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

4.4 Vehicles and driveways

- 4.4.2 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.
- 4.4.6 *You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.***
- 4.4.7 *You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.***
- 4.4.8 *You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on the property or any land that we own.***

- 4.4.9** *If you wish to keep a mobility aid such as a scooter, motorised wheelchair, mobility scooter (or any other similar type of mobility aid), you must get our written permission first. This permission will not be unreasonably withheld and will be based on any relevant health and safety requirements being kept to.*
- 4.4.10 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**
- 4.5** **Operating a business**
- 4.5.3** *You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.*
- 4.5.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**
- 4.6** **Allowing us access**
- 4.6.3** *We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You must allow us access to the property to conduct these inspection, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.*
- 4.6.4 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it our Officers and Contractors may request other evidence to prove your identity.
- 4.7** **Breach of terms**
- 4.7.4** *Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.*
- 4.7.5** *You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement against action you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.*
- 4.7.6 Any costs incurred in taking legal proceedings against you will be recharged to you.

5. BEHAVIOUR

5.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas.

10.2 Community responsibilities

10.2.1 *You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more persons in the locality of the property. Nuisance or annoying behaviour includes, but is not limited to:*

- *Playing loud music or amplified sound;*
- *Shouting, banging or slamming doors;*
- *DIY or operating domestic machinery **at anti-social times** ~~between the hours of 9pm and 6am~~*
- *Being abusive to others, including racist, homophobic, disablist, religious or sex-based abuse;*
- *Behaving in an intimidating or threatening manner to others;*
- *Regularly using foul language so that others can hear it;*
- *Allowing dogs to bark excessively;*
- *Not cleaning up any mess left by your pets;*
- *Causing damage to property belonging to other people;*
- *Gang related activity;*
- *Rubbish dumping;*
- *Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property.*

5.2.2 *Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:*

- *psychological*
- *physical*
- *sexual*
- *financial*
- *emotional*

5.4.3 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.

5.4.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.

5.4.5 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.

5.4.6 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.

5.4.7 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

5.5 Using the property

5.3.1 You must not use the property for the purpose of storing, growing, making or consuming illegal drugs.

5.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.

5.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

5.4 Pets and Livestock

5.4.7 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.

5.4.8 You must ensure that any pet you are responsible for:

- (ix) Is under proper control at all times.
- (x) Is kept in a safe and hygienic manner.
- (xi) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
- (xii) Does not damage property belonging to Stroud District Council or our Contractors.

5.4.9 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.

5.4.10 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.

5.4.11 If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.

5.4.12 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

5.5 Breach of terms

5.5.1 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.

5.5.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

6. CHANGES TO YOUR TENANCY

12.2.1 Assigning your tenancy

6.1.1 *There a number of ways you may be able to assign your tenancy.*

6.1.2 *The Court can order you to transfer your tenancy to your spouse or civil partner*

6.1.3 *With our written permission you may assign your tenancy to a person qualified to succeed to your tenancy (see clause 6.2 below).*

6.1.4 *A person who qualifies to be assigned your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying assignee to transfer to a property more suitable to their needs.*

6.1.5 *You may assign your tenancy by way of mutual exchange. You must have our written permission before you assign your tenancy or move home in relation to a mutual exchange.*

6.1.6 *We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.*

6.1.7 *If you live in Sheltered Accommodation your right to assign the tenancy may be limited or restricted due to the nature of such a tenancy and the need to carefully control those who occupy such accommodation. Stroud District Council reserves the right to refuse consent to assign a Sheltered Accommodation tenancy where the proposed assignment would be to a person who does not qualify for such accommodation.*

6.2 Succession (when a tenant dies)

12.2.1 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.2.5 *If your tenancy commenced prior to 1st April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:*

(v) Are your spouse or partner and occupied the property as their only or principal home at the time of your death and throughout the 12 month period preceding your death; or

(vi) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.

6.2.6 *If your tenancy commenced on or after 1st April 2012, if you are a sole tenant, if you die your spouse or partner may succeed to your tenancy as long as they have occupied the property as their only or principal home at the time of your death.*

6.2.7 *A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.*

6.2.5 Only one succession throughout the life of a tenancy will be considered

6.3 Right to buy

6.3.1 If you live in sheltered accommodation you are excluded from exercising the Right To Buy your home. This is based on the Housing Act 1985, Schedule 5, Section 10.

6.3.2 For those not living in sheltered accommodation you may be eligible for the Right To Buy your home. You must notify us in writing if this is your intention.

6.4. Changes to the tenancy conditions

6.4.2 *We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, we will seek your views and take account of them.*

7. ENDING YOUR TENANCY

7.1 Giving us notice

7.1.3 *You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.*

7.1.4 *The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.*

7.2 Your responsibilities after giving us notice

7.2.4 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.

7.2.5 *If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession and change the locks, which we will also charge you for.*

7.2.6 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

7.3 If you don't give us notice

7.3.3 *If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.*

7.3.4 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.

7.4 If you breach your tenancy conditions

7.4.2 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

7.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

7.5 Other reasons why we may seek to end your tenancy

7.5.1 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.

Revised Introductory Tenancy Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds, which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Total Rent	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 2 of this agreement.
Sheltered Accommodation	Accommodation provided to you that is let for the purposes of sheltered accommodation and where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

CONTENTS

Section 1: Security of Your Tenancy.....	Page 2
Section 2: Rent.....	Page 5
Section 3: Repairs.....	Page 6
Section 4: The Property.....	Page 8
Section 5: Behaviour.....	Page 11
Section 6: Changes To Your Tenancy.....	Page 13
Section 7: Ending Your Tenancy.....	Page 14

1. SECURITY OF YOUR TENANCY

1.1 Using the property

1.1.7 *Your introductory tenancy will last for 12 months unless it is extended by us in accordance with the procedure set out at Clause 1.5.4 below. If you have not breached any of your tenancy conditions during the 12 months your tenancy will automatically become secure.*

1.1.8 You must live in the property we have let to you under this agreement and make it your only or principal home.

1.1.9 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.

1.1.10 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy, or unless a court orders you should be excluded or unless possession is ordered.

1.1.11 *Whilst you are an introductory tenant you have no right to sublet any part of the property. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit.*

1.1.12 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

1.3 Occupants and Visitors to the property

1.2.2 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.

1.3 When we visit the property

1.3.2 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

1.4 Information sharing – in compliance with the Data Protection Act 1998 and General Data Protection Regulations.

1.4.1 Meaning of “Personal information”: *For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.*

1.4.2 What we may use personal information for: *By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:*

- *to carry out our obligations under this agreement;*
- *to carry out our obligations for general management of the estate and your property;*
- *to enforce our rights under this agreement;*
- *to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);*
- *to carry out our obligations to our other tenants.*
- *to comply with any other legal obligation; and*
- *for research, marketing, consideration of and implementation of new services for tenants.*

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.

1.4.3 Who we may pass personal information to: *In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:*

- *any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;*
- *law enforcement officers;*
- *social services;*
- *local authorities;*
- *support agencies, and*
- *professional advisers.*

1.4.4 If you leave your home owing rent or any other money to us, you also acknowledge that 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, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

1.4.5 Seeing your personal information: *You have the right to inspect your file and computer information, and to record in writing any inaccuracies or*

disagreements. We may withhold information where we have the legal right to do so, for example :

- **information which identifies a third party who has not given their consent for the information to be passed on,**
- **information provided by an external agency on the understanding that it will not be disclosed,**
- **information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or Us**
- **information which could cause physical or mental harm to an individual,**
- **information which could cause commercial or financial damage to Us.**

We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

1.5 Legal proceedings

1.5.8 We will not seek possession of the property unless we feel it is reasonable and proportionate to do so. We can obtain possession of the property:

(vii) By accepting a notice of termination from you (See Section 7).

(viii) By accepting a surrender of tenancy from you (See Section 7).

1.5.9 We may also seek possession of your property for breach of tenancy based on the Housing Act 1996. For example, possession may be sought if:

(xii) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed

(xiii) The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable or serious offence committed in, or in the locality of, the dwelling-house.

(xiv) The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant

1.5.10 If you breach any of your tenancy conditions we may consider extending your introductory tenancy for 6 months.

1.5.11 You will be served with a Notice informing you of our decision to apply for possession or to extend your introductory tenancy. You have the right to review the decision to serve this Notice but the timescales involved are limited:

(xiii) You must inform us either in writing or verbally of your request to review the Notice within 14 days of the Notice being served on you

- (xiv) You can choose to have your review conducted in person or without you being present
- (xv) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you
- (xvi) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession or your tenancy may be extended for a further 6 months.

1.5.12 We can choose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (xiii) Sending or posting it to, or leaving it at the Property;
- (xiv) By affixing it to a prominent part of the Property such as window or door;
- (xv) By giving it to you or anyone at the address; or
- (xvi) By sending it to your last known address.

1.5.13 Any costs incurred in taking legal proceedings against you will be recharged to you.

1.5.14 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

1.6 Rights of Third Parties

1.6.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

2. RENT

2.1 Payment of rent

2.1.1 You must pay the rent (including all service charges) on time for the use of your home. The rent will be charged weekly.

2.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. The Notice will tell you how much you have to pay and when you must start paying it.

2.1.3 If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.

2.2 Breach of Terms

2.2.3 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

2.2.4 Any costs incurred in taking legal proceedings against you will be recharged to you.

3. REPAIRS

3.1 If you discover a defect

3.1.3 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.

3.1.4 *If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.*

3.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985

3.2.5 We will maintain all aspects of the structure of the property.

3.2.6 We will maintain gas, water, electricity and sanitary systems in the property.

3.2.7 We will maintain space and water heating systems in the property.

3.2.8 We will maintain structures and water and electricity systems for shared areas.

3.3 Allowing us access

3.3.1 *You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.*

3.3.2 *We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.*

3.3.4 *If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.*

3.4 Decanting

3.4.2 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

3.5 If you are not satisfied with our work

3.5.2 If you are not satisfied with work carried out by us you must inform us and allow us the opportunity to put it right. Further details can be obtained from the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

3.6 Your responsibilities

- 3.6.5 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.
- 3.6.6 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.
- 3.6.7 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.
- 3.6.8 You are responsible for insuring the contents of the property. We are **not** responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

3.7 Property Alterations and additions

- 3.7.5 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the Property or pay our costs or doing so.
- 3.7.6 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 3.7.7 You must not undertake any external decoration to the property without having our written permission to do so.
- 3.7.8 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk**

3.8 Recharges and breach of terms

- 3.8.6 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.7 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.8 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.
- 3.8.9 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.10 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property

- 4.1.4 You must keep the property clean and tidy.
- 4.1.5 You must not store excessive amounts of furniture or material in the property.
- 4.1.6 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas

- 4.1.5 ***You must comply with any health and safety directions we give you, including:***
 - (xxxi) Not smoking in the property when our staff, agents or contractors are visiting;***
 - (xxxii) Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;***
 - (xxxiii) Not smoking or drinking alcohol in internal communal areas (save for where Stroud District Council have given permission for a function held in communal areas of sheltered accommodation);***
 - (xxxiv) Not using electrical sockets in communal areas;***
 - (xxxv) Ensuring that fire doors are remained closed when not in active use;***
 - (xxxvi) Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;***
 - (xxxvii) Keeping escape routes clear and following evacuation procedures displayed in communal areas;***
 - (xxxviii) Any directions about not using loft spaces (loft spaces must not be used in any circumstances save for where you have the express permission of Stroud District Council);***
 - (xxxix) Not overloading electrical plug sockets within the property; and***
 - (xl) Removing an excess hoarded belongings when asked to do so.***

8.2 Garden

- 4.2.1 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.
- 4.2.3 ***If you live in Sheltered Accommodation, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.***
- 4.7.2 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.
- 4.7.3 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.

4.7.4 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.

4.7.5 You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.

4.7.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

4.8 Communal areas

4.3.2 If you have shared hallways and gardens you must keep those areas clean and tidy.

4.3.2 If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.

4.8.2 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.

4.8.3 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

4.9 Vehicles and driveways

4.4.1 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.

4.9.2 You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.

4.9.3 You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.

4.9.4 You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on the property or any land that we own.

4.9.5 If you wish to keep a mobility aid such as a scooter, motorised wheelchair, mobility scooter (or any other similar type of mobility aid), you must get our written permission first. This permission will not be unreasonably withheld and will be based on any relevant health and safety requirements being kept to.

4.9.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

4.10 Operating a business

4.5.1 You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.

4.10.2 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

4.11 Allowing us access

4.6.1 We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You must allow us access to the property to conduct these inspection, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.

4.11.2 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it, our Officers and Contractors may request other evidence to prove your identity.

4.12 Breach of terms

4.7.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.

4.7.2 You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement against action you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.

4.7.3 Any costs incurred in taking legal proceedings against you will be recharged to you.

5. BEHAVIOUR

5.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas.

10.2 Community responsibilities

10.2.1 *You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more persons in the locality of the property. Nuisance or annoying behaviour includes, but is not limited to:*

- *Playing loud music or amplified sound;*
- *Shouting, banging or slamming doors;*
- *DIY or operating domestic machinery **at anti-social times** ~~between the hours of 9pm and 6am~~*
- *Being abusive to others, including racist, homophobic, disablist, religious or sex-based abuse;*
- *Behaving in an intimidating or threatening manner to others;*
- *Regularly using foul language so that others can hear it;*
- *Allowing dogs to bark excessively;*
- *Not cleaning up any mess left by your pets;*
- *Causing damage to property belonging to other people;*
- *Gang related activity;*
- *Rubbish dumping;*
- *Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property.*

5.2.2 *Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:*

- *psychological*
- *physical*
- *sexual*
- *financial*
- *emotional*

5.3.3 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.

- 5.3.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.
- 5.3.5 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.
- 5.3.6 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.
- 5.3.7 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk**

5.4 Using the property

- 5.3.1 You must not use the property for the purpose of storing, growing, making or consuming illegal drugs.**
- 5.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.**
- 5.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

5.4 Pets and Livestock

- 5.4.1 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.
- 5.5.3 You must ensure that any pet you are responsible for:
- (xiii) Is under proper control at all times.
 - (xiv) Is kept in a safe and hygienic manner.
 - (xv) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
 - (xvi) Does not damage property belonging to Stroud District Council or our Contractors.
- 5.5.4 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.
- 5.5.5 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 5.5.6 If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.**

5.5.7 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

5.6 Breach of terms

5.5.1 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.

5.6.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

6. CHANGES TO YOUR TENANCY

6.2 Assigning your tenancy

6.1.1 While you are an introductory tenant you do not have the right to assign your tenancy to another person, save you can pass your tenancy on to anyone who would have the right to succeed to it if you died (see clause 6.4.2 below).

6.2.2 The Court can also order you to transfer your tenancy to your husband wife or civil partner.

6.2.3 While you are an introductory tenant you do not have the right to mutual exchange with another tenant.

6.1.4 We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.

6.3 Right to buy

6.2.1 While you are an introductory tenant you do not have the right to buy

6.3 When a tenant dies (succession)

6.3.1 A joint tenant will succeed to the tenancy as a sole tenant.

6.3.2 If you are a sole tenant, a person may qualify to succeed to your tenancy if they:

(vii) Are your spouse or partner and occupied the property as their only or principal home at the time of your death; or

(viii) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.

6.3.3 A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.

6.3.5 Only one succession throughout the life of a tenancy will be considered

6.4 Changes to the tenancy conditions

- 6.4.1 If we are going to update, change or amend these tenancy conditions we will provide a 28 day notification period to all tenants affected.

7. ENDING YOUR TENANCY

7.2 Giving us notice

- 7.1.1** *You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.*

- 7.4.2** *The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.*

7.5 Your responsibilities after giving us notice

- 7.2.1 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.

- 7.5.2** *If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession and change the locks, which we will also charge you for.*

- 7.5.3 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

7.6 If you don't give us notice

- 7.3.1** *If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.*

- 7.6.2 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.

7.7 If you breach your tenancy conditions

- 7.4.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

- 7.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

7.5 Other reasons why we may seek to end your tenancy

7.5.1 There are a few examples of situations that may result in legal proceedings to evict you, even if you are keeping to the tenancy agreement. These include if:

- **If you, or a person acting at your instigation has made a false statement, knowingly or recklessly which has induced us to grant this tenancy to you;**
- **we need to move you to redevelop your home and you refuse to move;**
- **your home becomes unsafe because major repairs are needed and you refuse to move out so that we can do the repairs;**
- **you have, or become the owner of, another home, which would, in our view, be reasonable for you to live in;**
- **the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.**

7.5.2 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.