

## Revised Introductory Tenancy Conditions

### **GLOSSARY**

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

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## 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, 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**

1.5.1 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 for breach of tenancy based on the Housing Act 1996. For example, possession may be sought if:

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

1.5.3 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:

- (i) 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.
- (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 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:

- (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 (save for where Stroud District Council have given permission for a function held in communal areas of sheltered accommodation);
- (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 (loft spaces must not be used in any circumstances save for where you have the express permission of Stroud District Council);
- (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.
- 4.2.2 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 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.
- 4.4.6 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](mailto: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](mailto: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 inspection, 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 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.**

#### **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 at anti-social times;
- 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

5.2.3 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 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**

## 5.5 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, 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).
- 6.1.2 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:

- (i) Are your spouse or partner and occupied the property as their only or principal home at the time of 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.

6.3.3 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:
- 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.