

## 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 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>Absolute Ground for Possession</b>	Where the Court has little choice but to grant the landlord possession as long as they acted in line with the law and their own procedures
<b>Closure Order</b>	A court order resulting in the property being shut down and all access denied for at least 6 months.
<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>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>Mutual Exchange</b>	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes

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## 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.
- 1.1.4 You may sublet part of the property, but not all of it. You must have our written permission before doing so.
- 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 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

- 1.4.1 With your consent we may share your personal information with third parties to support you in sustaining your tenancy
- 1.4.2 In certain circumstances, for your wellbeing or the wellbeing of others or for the purposes of criminal investigations, we may share your personal information without your consent

## 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 in the following ways:

- (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 the grounds outlined in Schedule 2 of the Housing Act 1985. The most common reasons we would seek possession are, but not limited to:

- (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 he ought reasonably to have taken for the removal of the lodger or sub-tenant.

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. This means that the Court has limited discretion if we make an application for possession. 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 using the absolute ground. You have the right to review 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 Legal Notices will be served on you either in person, by hand delivery at the property or by post.
- 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.

## 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. After this you must pay the new amount.
- 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.

### 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 recharge you.

### **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 reasonable access to us and our contractors to carry out a repair, inspection, test or improvement to the property.
- 3.3.2 We will provide you with reasonable notice to access the property.
- 3.3.3 In the case of an emergency it may not be possible to provide reasonable notice in order to access the property to prevent damage to people and property.

### **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.

### **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.
- 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 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).

### **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 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 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 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.
- 4.4.3 You must not carry out major vehicle repairs on the property.
- 4.4.4 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**

### **4.5 Operating a business**

- 4.5.1 You must not operate any business from the property without receiving written permission from us to do so.
- 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.
- 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 for breach of tenancy. You may be evicted.
- 4.7.2 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.

5.2.2 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.

5.2.3 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.

5.2.4 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.

5.2.5 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.

5.2.6 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**

### **5.3 Using the property**

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

5.3.2 You must not park a caravan, motor home, or vehicle weighing over 2,500 kilograms or a trailer or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.

5.3.3 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 any land that we own.

5.3.4 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**

## **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.
- 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. 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 If your tenancy commenced prior to 1<sup>st</sup> April 2012 you may pass your tenancy to a person who would qualify to have your tenancy assigned to them as referred to in the Housing Act 1985 Part IV.
- 6.1.2 You must have our written permission to assign your tenancy to another person. A person may qualify to be assigned your tenancy if they:
- (i) Are your partner and have used the property as their main home for the 12 month period preceding your request for assignment.
  - (ii) Are a member of the tenant's family, over 18 years of age and have used the property as their main home for the 12 month period preceding the request for assignment.

- 6.1.3 If your tenancy commenced on or after 1<sup>st</sup> April 2012, with our written permission you may assign your tenancy to your partner who has used the property as their main home for the 12 month period preceding your request for assignment.
- 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.

## **6.2 Succession (when a tenant dies)**

- 6.2.1 If your tenancy commenced prior to 1<sup>st</sup> April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:
  - (i) Inform us within 28 days of your death of their request to succeed to your tenancy
  - (ii) Are your partner and used the property as their main home for the 12 month period preceding your death.
  - (iii) Are a member of the tenant's family, over 18 years of age and used the property as their main home for the 12 month period preceding your death.
- 6.2.1 If your tenancy commenced on or after 1<sup>st</sup> April 2012 and you die your partner may succeed to your tenancy as long as they have used the property as their main home for the 12 month period preceding your death.
- 6.2.2 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.
- 6.2.3 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 exercise your 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 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.
- 7.1.2 The tenancy may be ended by the sole tenant or any one of two joint tenants 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.
- 7.2.3 If you want to cancel your notice to terminate your tenancy you must do so in writing before the four weeks notice period expires. We will consider any request and provide a written response.
- 7.2.4 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 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.