

HOUSING COMMITTEE

9 APRIL 2019

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Report Title	REVISION OF THE INTRODUCTORY AND SECURE TENANCY AGREEMENTS AND CONDITIONS
Purpose of Report	To inform members of proposed changes to the Tenancy Agreement terms and conditions and to seek authority to issue formal notice of change.
Decisions	It is RESOLVED that: Officers are authorised to undertake formal notice of change to the terms and conditions of the Council's tenancy agreement.
Consultation and Feedback	Chair and Vice Chair of HC and the Independent Tenant's Representatives to the Housing Committee on HC on 9 August 2018
Financial Implications and Risk Assessment	There are no significant financial implications. The cost of consultation and issuing new tenancy agreements has been included in the 2019/20 budget. Lucy Clothier, Principal Accountant Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk 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. <ul style="list-style-type: none"> • The existing introductory and secure Tenancy Agreements contain ambiguity which need to be resolved. • Changes introduced by the GDPR need to be incorporated into the Tenancy Agreements.
Legal Implications	By virtue of Section 103 Housing Act 1983, the Council is permitted to change the terms of a periodic secure tenancy. This is achieved by serving a notice upon the tenant. However, the Council must first serve a preliminary notice setting out the proposed variation and invite tenants to comment on the proposed changes. The Council will then take any comments into account before issuing final notice. Patrick Arran – Interim Monitoring Officer Tel: 01454 754369 Email: patrick.arran@stroud.gov.uk

Report Author	Patricia Andrade - Tenancy Operations Manager Tel: 01453 754163 Email: patricia.andrade@stroud.gov.uk
Performance Management Follow Up	If approved the following actions will be undertaken: <ul style="list-style-type: none"> • Consultation to take place for a period not less than 30 days, complying with the section 105 of the Housing Act 1985. • Updates to be presented to Housing Committee from the consultation process at its meeting on 10 September 2019 . • The revised Tenancy Agreement and Conditions to be effective from 1st April 2020. • New tenants to be signed up with immediate effect using the revised Tenancy Agreement and Conditions from Variation notice to be issued to all secure tenants by The revised Tenancy Agreement to be legally binding from 1st April 2020.
Background Papers/ Appendices	Appendix A - Report to Housing Committee 29 th March 2016 Appendix B – Existing Secure and Introductory Tenancy Agreements and Conditions. Appendix C - Revised Secure and Introductory Tenancy Agreements and Conditions.

1. Background

- 1.1 On the 29 March 2016, Housing Committee gave approval to a revision of the Tenancy Agreement and Conditions. The original terms and conditions of these document were as a result of a working group, which comprised of both tenants and Officers. This was ground breaking for Tenant Services, however the resulting document once in circulation was either open to misinterpretation or silent in key areas of the Landlord and Tenant relationship.
- 1.2 Section 103 of the Housing Act 1985 requires social landlords to serve a formal notice to change the terms of a Tenancy Agreement.

2. Introduction

- 2.1 The existing Tenancy Agreement and Conditions was reviewed via a “fit for purpose” regime to ensuring that the landlord and tenant relationship remains compliant within the Housing Act 1985.
- 2.2 This identified a number of changes needed to the existing Tenancy Agreements and Conditions, which would place the landlord and tenant relationship in a much stronger position minimising the ambiguity contained in these current documents.
- 2.3 In addition, the requirements of the General Data Protection Act Regulation require some changes to be made and it makes sense to

make any other changes to update the current Tenancy Agreements and Conditions at the same time.

3. The Suggested Changes

- 3.1 The suggested changes required to the Secure Tenancy Agreement are highlighted below and are shaded in the revised Tenancy Agreements and Conditions.

4. Glossary

- 4.1 The property, home, dwelling home - this definition has been widened to include garages.
- 4.2 Closure Order – this has been amended to reflect the changes which could be for a specified period.

5 Conditions

- 5.1 Information Sharing, revised the information on the Data Protection Act 1998 and incorporated the recent requirements of the General Data Protection Regulations, May 2018, widen the scope for the service of legal notices.
- 5.2 Rent - subsection 2.1.3, provision made of the repayment for former tenancy arrears on a weekly basis.
- 5.3 Repairs - subsection 3.1.2, amended the suggestion that failure to repair removes the landlord's responsibility to repair, allowing for additional costs associated from the tenants breach can be recharged.
- 5.4 Allowing access – this section has been bolstered, strengthening the landlord's position to gain access in emergency cases and the actions required for this.

6 The Property

- 6.1 The addition of health and safety which deals with a variety of issues. Subsection 4.2.5, restricting the type of garden work which requires the landlord's permission.
- 6.2 Subsection 4.4, vehicles and driveways, the addition of vehicle length which must not be parked.
- 6.3 Subsection 4.5.1, operating a business, the addition of permission which can be refused or revoked.
- 6.4 Subsection 4.6.1, allowing us access, the addition of taking photographs.

7 Behaviour

- 7.1 Subsection 5.3.2 has been removed as it is repetitive wording in the document. Subsection 5.2.1, an expansion and examples of nuisance /

annoyance. Subsection 5.2.2 is an addition. Subsection 5.3.3 has moved to subsection 4.4.4. The whole of subsection 5.3 has been revised to include illegal / immoral use of the property. Subsection 5.4.5 has been expanded to include legal action if pets are not removed.

8 Changes to Your Tenancy

- 8.1 Revision on subsection 6.1.1 through to 6.1.6 to reflect current law and pre 2012, restricting assignment beyond 1.

9 Ending Your Tenancy

- 9.1 Subsection 7.1.1 the addition to accept short notice or ending on a different day with discretion. Subsection 7.1.2, clarified the position of ending a joint tenancy. Subsection 7.2.3 the removal of cancelling a termination notice, this is questionable by law. Subsection 7.3.1, amended to reflect the serving of the notice to quit, if it ceases to be the tenant's only or principal home. Subsection 7.5, is a new addition reflecting tenants who come into a second home and the addition of the Rights of Third Parties Act to prevent those not party to the tenancy trying to claim any rights under the contract.

- 9.2 The suggested changes required to the Introductory Tenancy Agreement are the same as the Secure Tenancy Agreement with the exception of:

10 Conditions

- 10.1 Using the Property, subsection 1.1.1, amended to include an extension to this agreement. Subsection 1.1.5, amended the position on subletting and made clearer the loss of security for total subletting.
- 10.2 Subsection 7.5, other reasons why we may seek to end your tenancy is a new addition, giving transparency to the introductory tenants on reasons the landlord would consider terminating a tenancy.

11 Notice

- 11.1 In order to change tenancy terms, formal notice must be given which is preceded by a preliminary notice. The tenant must be given details of the proposed changes and allowed an opportunity to comment. The Authority should then take any comments into account before issuing the formal notice. A period of least 28 days must then elapse before the changes are brought into effect.
- 11.2 The preliminary notice will be issued in mid June 2019 and concluding by mid July 2019, to feed back the response to Housing Committee for consideration on 10 September 2019 Housing Committee Meeting.
- 11.3 In order to better explain the proposed changes hard copies will be sent via the post, however due to the nature of the diverse make up of Tenant Services tenants; there will be officer attendance at coffee morning meetings for sheltered tenants and open evenings in key areas of the

district to capture comments being made on this document, inviting the recognised community groups.

- 11.4 These dates will be advertised on Stroud District Council's website and through Facebook and twitter.

12 Summary

- 12.1 The existing Tenancy Agreements and Conditions are open to potential challenge due to their ambiguity and silence in areas of the landlord and tenant relationship.
- 12.2 This situation is also compounded by the changes in the General Data Protection Regulations, where the current agreements are outdated.

HC.2015/16



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HOUSING COMMITTEE

29 March 2016

7.00 pm – 8.10 pm

Council Chamber, Ebley Mill, Stroud

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Minutes

Membership:

Councillor Mattie Ross**	P	Councillor Elizabeth Peters	P
Councillor Doina Cornell *	P	Councillor Gary Powell	P
Councillor Miranda Clifton	P	Councillor Lesley Reeves	P
Councillor Gordon Craig	P	Councillor Mark Rees	A
Councillor Kevin Cranston	A	Councillor Emma Sims	P
Councillor Jonathan Edmunds	P	Councillor Debbie Young	A

** = Chair * = Vice Chair

P = Present A = Absent

Officers in Attendance

Strategic Head (Tenant & Corporate Services)	Head of Asset Management
Strategic Head (Finance & Business Services)	Sheltered Housing Project Manager
Head of Housing Contracts	Housing Advice Manager
Head of Housing Management	Interim Business Development Manager
Tenancy Operations Manager	Sheltered Housing Team Leaders
	Communications Officer
	Democratic Services Officer

Others Present

Ian Allan – Chair of Stroud Council Housing Forum

HC.043

APOLOGIES

Apologies of absence were received from Councillors Kevin Cranston, Mark Rees and Debbie Young.

HC.044

DECLARATIONS OF INTEREST

There were no declarations of interest.

HC.045

PUBLIC QUESTION TIME

There were none.

Housing Committee
29 March 2016

Subject to approval
at the next meeting

HC.046 **MINUTES – 2 FEBRUARY 2016**

RESOLVED That the minutes of the meeting held on 2 February 2016 are confirmed and signed as a correct record.

HC.047 **COUNCIL NEW HOMES AND REGENERATION PROGRAMME UPDATE**

The Interim Business Development Manager outlined the above report and provided an update on completions. Prospective tenants were currently bidding for properties at Mankley Road, Leonard Stanley. The Medium Term Financial Plan has sufficient funds for the purchases at Top of Town and some more shared ownership may be introduced as an option to increase income into the scheme.

RESOLVED To delegate authority to the Head of Asset Management to:-

- (a) Purchase up to 3 owner occupied properties at Mason Road, Stroud; and
- (b) Dispose of up to 2 properties at Daniels Road, Stroud

as part of the Top of Town regeneration project.

HC.048 **SHELTERED HOUSING UPDATE**

In outlining the above report the Sheltered Housing Project Manager highlighted the principles and progress made in sheltered housing to date. Officers were looking at the options appraisals on all 6 red schemes and would present an update report at the next Committee meeting outlining recommendations and the associated programme. Each void would be looked at on an individual basis before a decision would be made whether to re-let it or not.

An amendment to the fourth bullet point to page 21 of the Decant Policy was proposed by the Sheltered Housing Project Manager and accepted by Committee. The words ", if a suitable property is available." be added at the end of the sentence.

The two Sheltered Housing Team Leaders had contacted sheltered housing tenants to give them the necessary support to register onto Gloucestershire Homeseekers. Some tenants had their own computers and were IT literate whilst others were visited by officers to ensure that properties of interest had bids submitted on their behalf. Contact via telephone to provide updates was also undertaken. A lot of communication and consultation was currently taking place between officers and sheltered housing tenants. A log of all communications is being kept and will be published.

In reply to questions it was confirmed that:-

- It was anticipated that there would be a gap of between 2-3 years between phases, subject to which option is recommended and approved.
- The number of voids at affected sheltered housing schemes would not be included within the normal voids reporting figures so as not to distort figures.

It was highlighted that voids already closed down on 'red' schemes such as those at Dryleaze Court would be removed from the system.

- The Communications Officer will be working on literature which promoted all sheltered schemes within the district. Many sheltered housing scheme tenants were unaware of other schemes within the Stroud district.
- Support is given by the two Sheltered Housing Team Leaders to all affected sheltered housing tenants on the Gloucestershire Homeseeker register. All tenants at Dryleaze Court, Wotton-under-Edge had been registered and half of the tenants at Ringfield Close, Nailsworth. The officers worked closely with the Housing Advice Manager and track the bids ensuring that channels of communication are kept open.

- RESOLVED**
- (a) To approve the prioritisation for the sheltered schemes set out in section 3 of this report.
 - (b) To approve the amended Decant Policy at Appendix A to this report.
 - (c) For the sheltered schemes at Dryleaze Court Wotton-Under-Edge, Ringfield Close, Nailsworth, Cambridge House, Dursley and Glebelands, Cam:
 - (i) The Decant Policy in Appendix A apply to tenants being moved out of these four schemes;
 - (ii) A repairs limit of £2,500 be approved on properties within these schemes and delegated authority be given to the Sheltered Housing Project Manager to agree any exceptions to this.

RECOMMENDED TO STRATEGY AND RESOURCES COMMITTEE That delegated authority be given to the Head of Asset Management to acquire land (including dwellings) at Ringfield Close, Nailsworth and that the cost of the acquisitions is funded from both the Sheltered Housing Review Reserve and from savings within the HRA budget identified in 2015/16 outturn (subject to the Strategic Head's (Finance & Business Services) confirmation that sufficient funds are available).

HC.049 TENANCY AGREEMENT AND CONDITIONS REVIEW

The Tenancy Operations Manager introduced the above report and confirmed that following the review the new documents had been written in plain English and robustly reflected our position today.

In response to a Member's question the officer confirmed that if a tenant had an excessive amount of furniture or possessions thus creating a health and safety issue the matter would be dealt with as sensitively as possible to support that individual. This may be with the assistance of family members, other agencies or a case conference.

RESOLVED To approve the new tenancy agreement and tenancy conditions for use from 2 May 2016.

HC.050 **ASSET STRATEGY OVERVIEW**

The Head of Housing Contracts outlined the above report confirming that the validation of the Stock Condition Survey was due to be completed this week. A report was expected to be published during the second week of April 2016.

Members would be updated on the Asset Strategy and Action Plan at the beginning of the new civic year.

In reply to Members' questions the following was confirmed:-

- The asset data system will hold information on each property on all works undertaken, outstanding, both planned and cyclical maintenance. This information would form the basis in decision making on each property.
- All tenants at Queens Court had been registered onto Gloucestershire Homeseekers and 3 tenants currently had received offers.
- Negotiations were currently ongoing to buy back a property from their owners.
- Officers provided a lot of support to tenants during the decanting process.

RESOLVED **To note the report.**

HC.051 **MEMBERS' QUESTIONS**

There were none.

The meeting closed at 8.10 pm.

Chair

Existing Secure Tenancy Agreement

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The property, home, dwelling house	The accommodation and any grounds, which has been let to you under the terms of this agreement.
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
Absolute Ground for Possession	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
Closure Order	A court order resulting in the property being shut down and all access denied for at least 6 months.
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
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

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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 1st 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 1st 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 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) 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.
- 6.2.2 If your tenancy commenced on or after 1st 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.
- 6.2.3 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.
- 6.2.4 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.

Existing Introductory Tenancy Agreement

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The property, home, dwelling house	The accommodation and any grounds which has been let to you under the terms of this agreement.
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	An offer by you to end your tenancy

Tenancy	
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
(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	A court order resulting in the property being shut down and all access denied for at least 6 months.
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

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1. SECURITY OF YOUR TENANCY

1.1 Using the property

- 1.1.6 Your introductory tenancy will last for 12 months. If you have not breached any of your tenancy conditions during the 12 months your tenancy will automatically become secure.
- 1.1.7 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.8 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.
- 1.1.9 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy.
- 1.1.10 You may sublet part of the property, but not all of it. You must have our written permission before doing so.
- 1.1.11 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. The only way we can obtain possession of the property is:
 - (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:
 - (iv) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed

- (v) 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.
 - (vi) 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:
- (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 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 fortnight.

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

3.1.1 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 will cease to be responsible for the repair of that defect.

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

3.8.6 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 You must keep the property clean and tidy.

5 You must not store excessive amounts of furniture or material in the property.

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).

4.2 Garden

4.2.6 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.

- 4.2.7 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.
- 4.2.8 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.
- 4.2.9 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.
- 4.2.10 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**

4.3 Communal areas

- 4.3.5 If you have shared hallways and gardens you must keep those areas clean and tidy.
- 4.3.6 If you have shared gardens you must not undertake any planting without receiving permission from us to do so.
- 4.3.7 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.
- 4.3.8 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**

4.4 Vehicles and driveways

- 4.4.5 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.
- 4.4.7 You must not carry out major vehicle repairs on the property.
- 4.4.8 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**

4.5 Operating a business

- 4.5.3 You must not operate any business from the property without receiving written permission from us to do so.
- 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 inspections.
- 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

- 4.7.1 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

- 5.2.7 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.
- 5.2.8 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.
- 5.2.9 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.
- 5.2.10 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.
- 5.2.11 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.
- 5.2.12 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**

5.3 Using the property

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

- 5.3.6 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.
- 5.3.7 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.
- 5.3.8 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**

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.
- 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 While you are an introductory tenant you do not have the right to assign your tenancy to another person
- 6.1.2 While you are an introductory tenant you do not have the right to mutual exchange with another tenant

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 If 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.

6.3.2 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.

6.3.3 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.

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.

DRAFT

Revised Secure Tenancy Agreement

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	The accommodation and any garage and grounds which has been let to you under the terms of this agreement.
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	A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time
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.

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1. SECURITY OF YOUR TENANCY

1.1 Using the property

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

1.1.13 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.

1.1.14 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.

1.1.15 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.

1.1.16 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**

1.5 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.

1.2.3 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

1.3.2 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:

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

- (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.

1.5.13 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.

Rights of Third Parties

1.6 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

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

2.2.6 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 will 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.

3.3.3 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

3.4.2 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

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

- 3.8.12 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.13 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.
- 3.8.14 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.15 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

- 4.1.7 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

- 4.2.11 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.
- 4.2.12 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.
- 4.2.13 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.

- 4.2.14 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.
- 4.2.15 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.
- 4.2.16 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.
- 4.2.17 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

- 4.3.9 If you have shared hallways and gardens you must keep those areas clean and tidy.
- 4.3.10 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.
- 4.3.11 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.
- 4.3.12 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**

4.4 Vehicles and driveways

- 4.4.9 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

- 4.5.5 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.
- 4.5.6 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**

4.6 Allowing us access

- 4.6.5 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.
- 4.6.6 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.

4.8 Breach of terms

- 4.8.1 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.
- 4.8.2 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.

15.2 Community responsibilities

- 15.2.1 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 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

5.2.3 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

- 5.4.7 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

- 5.5.3 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.
- 5.5.4 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 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).
- 6.2.4 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.
- 6.2.5 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.

- 6.2.6 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.
- 6.2.7 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.

6.3 Succession (when a tenant dies)

- 12.1.1 A joint tenant will succeed to the tenancy as a sole tenant.
- 12.1.2 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:
- (iv) 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
 - (v) 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.
- 12.1.3 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.
- 12.1.4 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.
- 6.2.3 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 be eligible for the Right To Buy your home. You must notify us in writing if this is your intention.

6.5 Changes to the tenancy conditions

- 6.5.1 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

- 7.1.3 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

- 7.2.5 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.
- 7.2.6 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.
- 7.2.7 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

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

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	The accommodation and any garage and grounds which has been let to you under the terms of this agreement.
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	A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time
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.

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1. SECURITY OF YOUR TENANCY

1.1 Using the property

1.1.17 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.

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

1.1.19 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.

1.1.20 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.

1.1.21 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.

1.1.22 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**

1.6 Occupants and Visitors to the property

1.2.4 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

1.3.3 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

1.5.15 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).

1.5.16 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:

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

(xii) 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.

(xiii) 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

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

1.5.18 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.

1.5.19 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.

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

1.5.21 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.

Rights of Third Parties

1.6 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

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

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

3. REPAIRS

3.1 If you discover a defect

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

3.1.6 If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we will 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

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

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

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

3.2.12 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

3.4.3 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

3.5.3 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

- 3.6.9 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.
- 3.6.10 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.
- 3.6.11 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.
- 3.6.12 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

- 3.7.9 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.
- 3.7.10 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 3.7.11 You must not undertake any external decoration to the property without having our written permission to do so.
- 3.7.12 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**

3.8 Recharges and breach of terms

- 3.8.16 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.17 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.18 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.
- 3.8.19 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.20 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property

- 4.1.8 You must keep the property clean and tidy.

- 4.1.9 You must not store excessive amounts of furniture or material in the property.
- 4.1.10 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

- 4.1.11 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

- 4.2.18 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.
- 4.2.19 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.
- 4.2.20 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.
- 4.2.21 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.
- 4.2.22 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.
- 4.2.23 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

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

- 4.3.14 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.
- 4.3.15 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.
- 4.3.16 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

- 4.4.10 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 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

- 4.5.7 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.
- 4.5.8 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**

4.6 Allowing us access

- 4.6.7 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.

- 4.6.8 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.

4.9 Breach of terms

- 4.9.1 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.

- 4.9.2 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.**

20.2 Community responsibilities

- 20.2.1 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 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

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

5.4.14 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.

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

- 5.4.16 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 5.4.17 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.
- 5.4.18 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

- 5.5.5 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.
- 5.5.6 Any costs incurred in taking legal proceedings against you will be recharged to you.

6. CHANGES TO YOUR TENANCY

18.1 Assigning your tenancy

- 18.1.1 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).
- 18.1.2 The Court can also order you to transfer your tenancy to your husband wife or civil partner.
- 18.1.3 While you are an introductory tenant you do not have the right to mutual exchange with another tenant.
- 6.2.4 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

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

6.4 When a tenant dies (succession)

- 6.4.1 A joint tenant will succeed to the tenancy as a sole tenant.
- 6.4.2 If you are a sole tenant, a person may qualify to succeed to your tenancy if they:
- (vi) Are your spouse or partner and occupied the property as their only or principal home at the time of your death; or

- (vii) 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.

6.4.3 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.

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

6.5 Changes to the tenancy conditions

6.5.1 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

7.1.5 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.

7.1.6 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

7.2.8 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.

7.2.9 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.

7.2.10 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

7.3.5 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.

7.3.6 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

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

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.