



Tenancy Agreement

for secure tenancies



**WELWYN
HATFIELD**

Tenancy agreement details

This secure tenancy agreement is between the landlord,
Welwyn Hatfield Borough Council, Council Offices, The Campus, Welwyn Garden City, Hertfordshire, AL8 6AE, and

The tenant(s):

In the case of joint tenants, the term 'tenant' applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this secure tenancy agreement.

In respect
of address:

.....

..... Postcode

Description of
your home:

Your home is:

Property type Floor number

Store shed Car port Parking

Date of start of tenancy agreement

(the terms of which are set out in the Standard Terms and Conditions):

/ /

At the time of signing this agreement, the weekly payments for this property are:

Gross Rent	£
	£
	£
	£
	£
	£
	£
	£
Total Service Charges	£
Community Facility Charges	£
TOTAL	£

Former arrears outstanding accrued at prior WHBC property including rent, use and occupation, court costs or rechargeable repairs.

TOTAL	£
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Signatures

By signing this agreement, you confirm that:

- 1) You have read, understood, and accept the terms and conditions of this tenancy.
- 2) The information given on your housing application, transfer, or mutual exchange form is still correct, apart from any subsequent changes in circumstances which have since been notified to us. If you have (or anyone on your behalf has) knowingly or recklessly made a false statement in order to obtain this tenancy we will take possession action against you and may refer your case for prosecution.
- 3) The Council may use the information you have given us, whether in the documents stated above or otherwise, to recover any outstanding arrears on your former rent and/or use and occupation and/or recharge accounts. You agree to pay the arrears outstanding in the sum stated above.
- 4) You understand that The Council may contact other organisations and hereby give your permission for any relevant information to be disclosed by such organisations to The Council upon request.
- 5) You understand that The Council will store and use personal data about you in accordance with GDPR regulations and in accordance with our Privacy Notice, details of which can be found on our website.

Full name of tenant(s):

Signature of tenant 1:

Date:

Signature of tenant 2:

Date:

Signed on behalf of The Council by (full name):

Job title:

Signature:

Date:

Emergency contact / Next of kin

Name:

Relationship to you:

Contact number(s):

Address:

 Postcode

Authority to discuss your tenancy

Some tenants like to give permission for others to talk to us about their tenancy, such as family members, carers, or support workers. If you would like to give permission for someone else to be able to discuss your tenancy, please complete below.

Name:

Relationship to you:

Contact number(s):

Address:

 Postcode

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1. About your secure tenancy agreement

Please read this agreement in conjunction with your Tenant Information Pack

1.1 Type of tenancy

Your tenancy may be a flexible (fixed-term) tenancy or a periodic tenancy. In either event it will be a secure tenancy unless you lose security of tenure, whether temporarily or permanently.

- a) If your tenancy is a flexible tenancy, it will, by operation of law, automatically become a periodic tenancy when the original term comes to an end. In an individual case, we may agree to convert your tenancy into a periodic tenancy before the term of your flexible tenancy comes to an end.
- b) If your tenancy is a periodic tenancy, it will remain a periodic tenancy until we or you cause it to come to an end.

1.2 What your tenancy agreement means

This agreement gives you the right to live in the property named on page 3 of this document. We will not interfere with this right unless any of the following apply and/or any other right to do so under this agreement arises with further information re 6.1:

- a) you break any terms or conditions of the agreement. If you do so, we can take legal action to force you to meet them or we can get a court order to evict you;
- b) you stop occupying the property as your only or principal home, including because you have died, and/or you have parted with possession or sublet the whole of the property;
- c) you have given false or misleading information to obtain the tenancy;
- d) we need to carry out redevelopment or major repairs to the property, which we cannot do unless you move out.

1.3 Joint and several liability

If you are a joint tenant, each tenant is individually responsible for any monies payable under this agreement, whether expressed as rent or otherwise, and including any arrears, whether accruing in respect of the property or prior property. We can recover all arrears owed in respect of the property from any individual joint tenant. Merely because one joint tenant no longer occupies the property does not discharge that tenant from responsibility under the tenancy. If one joint tenant leaves and

we agree that the person should no longer be a named tenant on the tenancy agreement, the remaining tenant or tenants will be responsible for any monies payable under this agreement, and for all ongoing payments.

1.4 Changes to the tenancy

Other than changes in monies payable under this agreement, all of which we can alter unilaterally, this agreement can only be altered by agreement in writing by both you and us or following service by us of notice of variation of periodic tenancy.

1.5 Our costs

By signing this agreement, you agree that you are responsible for any reasonable costs of enforcing this agreement. This means that if you break the agreement and we take action as a result, you will pay the reasonable costs arising from that action, including our reasonable legal costs.

1.6 Serving notices

Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that our address for the receipt of legal notices, and any other communication arising from this agreement, is:

**Welwyn Hatfield Borough Council
The Campus
Welwyn Garden City
Hertfordshire
AL8 6AE**

Any notice and/or any other communication arising from this agreement will be deemed validly served on you if it is posted or delivered to or left at (including by handing it to someone within) the property or your last known address; for the avoidance of doubt, the mere fact that we have been informed that your last known address is not the property does not prevent us validly serving notice and/or other communication on you at the property.

2. Paying your rent

2.1 Rent and service increases

The rent, whether being the sum stated on page 3 of this document or the sum calculated in accordance with the below, is payable weekly in advance from the tenancy start date. If you prefer to pay your rent in respect of longer periods, you must still make payment in advance.

- a) At the beginning of your tenancy, we will inform you of the amount of rent and service charges which are payable for your property. During the course of your tenancy, we will give you at least 28 days' notice of any change in your rent and/or service charges and when your new rent and service charges will apply.
- b) The first increase of your rent and/or service charges may take place at any time within the first year after you enter into this agreement. After that first increase, there will be no further increase in your rent and/or service charges for at least 52 weeks (unless the service charge element of the rent is changed in accordance with clause 3.3 below, in which case we may further increase your service charges notwithstanding less than 52 weeks having elapsed).
- c) If you are receiving benefits from the government to help you pay your rent and other charges, including service charges, you must make sure that we receive the benefit on or before the date your rent is due. You are responsible for informing the relevant authority (for example the Department for Work and Pensions) if your circumstances change in a way that may affect your entitlement to benefits.
- d) You are required to pay any charges (including but not limited to arrears of rent, service charges, use and occupation charges, court costs, and rechargeable repairs) outstanding from previous tenancies with WHBC. The amount to be paid will be the amount agreed with us. If an amount is not, or cannot be, agreed, the amount to be paid will be the amount we assert is outstanding.
- e) If your tenancy becomes a periodic tenancy after having been a fixed-term, including flexible, tenancy, we may treat any arrears accruing under the fixed-term tenancy as having accrued under the periodic tenancy and may, in particular, recover possession during the periodic tenancy by reason of arrears accrued under the fixed-term tenancy.

3. Services, housing-related support charges and other charges

3.1 Service charges

A service charge is a charge levied by us towards the costs of providing and maintaining services and benefits to tenants beyond the occupation of the dwelling. Examples of service charges could include but are not restricted to the provision of furniture, communal cleaning, concierge services, maintenance, servicing improvement and replacement of heating systems, digital TV, fencing improvements caretaking and grounds maintenance services.

3.2 Changes to community facility charges

If we provide any community facility services then you will pay a Community Facility Charge (CFC) for that service, in addition to any service charges.

We may change the services underlying the CFC and the amount you must pay by way of CFC by giving you at least 28 days' notice. We will also inform you of the date on which your new charges will apply.

When setting the CFC, we will consider the sum we are likely to spend in providing housing-related support services to you over the coming year.

3.3 Changes to services and/or housing-related support services

We may terminate, introduce, or vary the services we provide to you and the corresponding charges by:

- a) agreement in writing by both you and us; or
- b) by us only after we have:
 - written to you setting out the changes to the services and service charge or housing-related support services and housing-related support charges we propose to make, and that we intend to serve a notice of variation,
 - given you as much information as we consider necessary to explain why we wish to make such changes and what effect the changes would have on you, including any change in service charge or housing-related support charges,
 - given you (or someone on your behalf) a reasonable period of time (we shall tell you what we have concluded will be a reasonable period of time when we write to you, as this will depend on the circumstances) to make representations to us about the changes,

- considered any representations made by you (or someone on your behalf) during that reasonable period of time; and sent a notice of variation to you,
- set out the changes we are making to the services or housing-related support services (the 'new services') and any revised service charge or housing-related support charges,
- given you such information as we consider necessary to explain why we wish to make the new services and what effect the new services will have on you, and
- stated the date on which the new services will take effect.

Any new services and any change in service charge or housing-related support charge will not take effect until at least 28 days after the notice of variation is sent.

4. Ending your tenancy

4.1 Giving up your tenancy

If you want to give up your tenancy you must give us at least 28 days' written notice.

Once you have given notice, you must:

- allow staff to carry out an inspection of the property, by appointment, and in advance of expiry of the notice (being the day the tenancy ends),
- provide us with a forwarding address,
- pay all rent and any other charges up to the date of the end of your tenancy in advance of the day the tenancy ends,
- return all keys for the property by 12 noon on the day the tenancy ends. If the keys are returned after this time, you may be charged another week's rent, in respect of use and occupation of the property, whether or not you vacate the property within that week. If you vacate the property but do not return the keys we may in our absolute discretion, choose to fit new locks, and we will charge you for the cost of this work.
- ensure your property is left in good decorative order. You will be recharged for the full cost of repairing any damage you have caused to the property during your tenancy,
- leave all areas inside and out of your property clean and clear of rubbish and belongings. You will be recharged for the cost of clearing items you leave behind in your home, loft, sheds, and garden,

- you must make sure that everyone leaves the property when the tenancy ends. This is called giving us back vacant possession. Otherwise, your account cannot be closed, and we will continue to make a daily charge for use and occupation equivalent to the rent. We will also charge you for the cost of evicting anyone who remains in your property and does not leave.

Notice by one joint tenant that the tenancy is to be given up will cause it to come to an end for both tenants. A notice to quit cannot be withdrawn once it has been given.

If your tenancy is a flexible tenancy, it will not come to an end unless we consent to it doing so if there are any outstanding arrears under the tenancy and/or you are otherwise materially in breach of a term of the tenancy.

4.2 The council ending your tenancy

Unless we obtain dispensation from the same, which we may seek in an appropriate case, we cannot bring your tenancy to an end without first serving a Notice. This includes a NOSP (Notice of Seeking Possession) or NTQ (Notice to Quit) and, in the case of a flexible tenancy, notices within the meaning of s.107D Housing Act 1985.

We can seek to end the tenancy if you do not keep to the terms of this Tenancy Agreement, or if you do not occupy the property as your only and principal home, or because any of the statutory management grounds arise. We can rely on any of the grounds for possession provided in Schedule 2 and/or in section 84A of the Housing Act 1985 (as amended) and will, unless we seek dispensation from the requirement to serve notice at all, give you written notice of at least the period required by the statute in the particular case. If we rely on Ground 2 because you or members of your household or visitors have been responsible for anti-social behaviour or have been convicted of a serious offence in the locality of the property, we can start court proceedings for possession immediately after the service of the notice. We cannot force you to leave your home unless we obtain an Order from the County Court.

In the case of a flexible tenancy, the mere fact that the fixed term has expired entitles us to recover possession, without needing to establish any statutory ground or otherwise any breach of tenancy.

If the tenancy ceases to be a secure tenancy, we may end the tenancy by giving you at least 4 weeks' notice in writing.

4.3 Modes of termination

Without prejudice to the foregoing, we may end your tenancy as follows:

- a) If your tenancy is a fixed term, including flexible, tenancy.

During the term we may recover possession at any time if you are in breach of any of the terms of this agreement and/or any of the statutory grounds arise, whether or not the ground(s) relied upon require(s) fault on your part.

In the event that we seek possession on the basis that you are in breach of the terms of this agreement and/or any of the grounds requiring fault on your part arises, we will first seek a termination order, and we may then (in reliance on breaches committed during the fixed-term tenancy) seek a possession order.

In the event that we seek possession on the basis of any grounds that do not require fault on your part, we will do so by seeking a possession order.

- b) If your fixed-term, including flexible, tenancy has come to an end.

On or after the coming to an end of the fixed term we may recover possession as long as we have not granted you a further non-periodic tenancy; we have given you not less than six months' notice in writing that, and why, we do not intend to grant you another tenancy; and we have given you not less than two months' notice in writing that we require possession.

- c) If your tenancy is a periodic tenancy.

We may recover possession by obtaining and executing a possession order.

- d) If your tenancy is a demoted tenancy.

We may recover possession by obtaining and executing a possession order. For the avoidance of doubt, we may seek a demotion order at any time, irrespective of the form of tenancy you have.

- e) If your tenancy is a non-secure tenancy.

In the event that you cease to occupy the property as your only or principal home, including because you have died, you will lose security of tenure. In the event that you sub-let and/or part with possession of the property you will irrevocably lose security of tenure within the meaning of the applicable Act. In either circumstance we will be entitled to recover possession.

If your tenancy is periodic, we may terminate the resultant non-secure tenancy by giving you (or your executors or personal representatives) not less than four weeks' notice.

If your tenancy is for a fixed term, we may terminate the resultant non-secure tenancy by re-entering upon any part of the property, which will be treated as re-entry upon the whole, and/or by forfeiting the tenancy by action.

5. Changes to the tenancy

5.1 Succession

- a) If you are a sole tenant and you were not a successor, your tenancy will pass to your spouse, civil partner, or partner if they are living in the property at the time of your death. This is called succession. In law we are obliged to agree to only one succession.
- b) Where a succession has already occurred, we may decide in certain circumstances to make an offer of suitable alternative accommodation to the survivor: this is entirely at our discretion and is not a right of succession. We will do so in accordance with our Succession Policy.
- c) For the purpose of clauses 5.1 you are successor if you:
- are a person who was a joint tenant and have become a sole tenant,
 - became the tenant on the tenancy being vested in you on the death of the previous tenant,
 - as otherwise described in the Housing Act 1985.

For tenancies granted before 1 April 2012

One succession is allowed. Your spouse or civil partner will have the right to succeed provided that they were in occupation of the property as their only or principal home at the date of your death. If you hold the tenancy as a joint tenant with your spouse or civil partner, a succession will take place if one of you dies and this will count as the one succession which is allowed. Another close family member may succeed provided there has been no previous succession and they have lived at the property with you for at least one year on a continuous basis, before and up to the time of your death.

Someone who is a member of your family includes: husband, wife, or partner (including a same sex partner), and a parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew, or niece whether by blood or marriage.

For tenancies granted from 1 April 2012

Only one succession is allowed. Your spouse or civil partner will have the right to succeed provided that they were in occupation of the property as their only or principal home at the date of your death. If you hold the tenancy as a joint tenant with your spouse or civil partner, a succession will take place by operation of law if one of you dies. Family members other than your spouse or civil partner are not entitled to succeed to your tenancy.

If a person succeeds to the tenancy while it is a fixed-term, including flexible, secure tenancy then the term is unchanged until it is vested or otherwise

disposed of in the course of the administration of the tenant's estate or it is known that when it is so vested or disposed of it will not be a secure tenancy, whereupon it will cease to be a secure tenancy.

5.2 Assigning your home/mutual exchange

Your tenancy cannot be assigned except in cases where:

- The Court makes an order as part of a divorce or separation.
- You are assigning to a would-be successor.
- You are mutually exchanging your tenancy with someone else. We are unlikely to agree to such an exchange if you have rent arrears and/or are otherwise in breach of this agreement.

You must not accept payment in money or kind for any assignment of your home. If you assign your property without our permission, we will take legal action to take possession of the property.

The above relates to periodic tenancies. The circumstances in which a fixed-term tenancy may be assigned are substantially more limited and delineated by s.91 Housing Act 1985.

5.3 Joint tenancies

There is no provision in law that compels us to grant a joint tenancy from a sole tenancy or vice versa. All requests will be at the discretion of The Council and in line with the tenancy change policy at the time.

6. Our obligations

6.1 Your right to occupy

We will give you possession of the property to occupy as your home at the start of the tenancy and will not interrupt or interfere with your right to peacefully occupy your home unless:

- a) any of the circumstances under cl.1.2 apply or
- b) access is needed to inspect the condition of your home or to carry out repairs or other works to your home or to an adjoining property. We will give you reasonable notice of at least 24 hours unless there is an emergency, to be considered in our absolute discretion, which could endanger lives. Please see clause 7.17 of this agreement for further details.

6.2 Repair of structure and exterior

We will keep the structure and exterior of your home in repair, including:

- drains, gutters, and external pipes,
- the roof,

- outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating, internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration,
- chimneys, chimney stacks and flues but not including sweeping,
- pathways, steps, or other means of access and egress,
- plasterwork,
- any integral garages and stores and
- boundary walls and fences.

Our obligation to repair will not arise if you, a member of your household, a visitor to your property, or any pet has caused, whether intentionally or otherwise, the damage. In such circumstances if we elect, at our discretion, to remedy the damage, you will be charged for the work. We also cannot be liable to conduct repairs in respect of anything of which we have not been given notice, and you are therefore required to report any disrepair to us immediately.

6.3 Repairs of installations

Any installation provided by us for central heating, water heating, water, and sanitation, and for the supply of gas and electricity, will be kept in repair and proper working order. Including:

- basins, sinks, baths, toilets, flushing systems, water pipes, and water heaters,
- electric wiring; including sockets and switches,
- gas pipes, fireplaces, fitted fires and central heating installations.

6.4 Repair of common parts

We will take care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including lighting, in repair and fit for use by you and other occupiers of and visitors to your home.

6.5 External decorations

The garden and/or balcony, if you have one, is your own responsibility. We will keep the rest of the outside of your home, and any common parts, in a good state of decoration and normally decorate these areas periodically within published timescales. We are not required to ensure that any such decoration matches the existing.

6.6 Housing management

We will provide you with information about the services we deliver and our standards, our housing management policies, our statutory requirements and how we are performing as a landlord. We will also provide an annual report.

7. Your obligations

7.1 Possession

You will take possession of the property at the start of the tenancy, you will occupy it throughout the tenancy as your only or principal home, and you will not part with possession of it, nor sub-let the whole of it.

7.2 Payments

You will pay the rent, services charges and any housing-related support charge (if applicable) and other charges (if applicable) weekly in advance.

7.3 Outgoings

You will meet all outgoing applying to your home, including Council Tax, water charges and other costs whether metered or billed.

7.4 Use of property

- a) You must occupy the property as your only or principal home. We will take steps to recover possession of the property if you are not living there.
- b) You must use the property only as a dwelling unless consent is given under clause 7.10.
- c) You must not use the property for any improper, illegal, immoral, or anti-social purpose.
- d) We will take immediate steps to recover possession of the property from you if you are convicted of any of the serious offences as described under Schedule 2A of the Housing Act 1985. This includes but not is not limited to being convicted of supplying or cultivating controlled drugs or other illegal substances from your home.
- e) You are responsible not only for your own behaviour, but also for the behaviour of members of your household and visitors to your home (including children and pets).

7.5 Anti-social behaviour

Anti-social behaviour includes but is not limited to behaviour which causes or is likely to cause disturbance, distress, harm, or fear to others, and which may have a significant effect on people's lifestyles and routines. Persistence, intensity, and the numbers involved are relevant, but not decisive, factors. The behaviour need not be a breach of the criminal law for us to consider it anti-social.

You agree not to act, nor to allow members of your household or visitors (including children and pets) to act, either directly or indirectly, antisocially

and/or in a way which causes nuisance, annoyance, disturbance, distress, harm or fear to other persons in the local area or to any council tenants, staff or contractors. This includes conduct in your home, on surrounding land, in communal areas and in the local area around your home.

It includes, but is not limited to:

- using or threatening to use violence,
- verbal abuse,
- use or supply of any illegal substance,
- excessive noise e.g., music,
- dumping rubbish,
- not keeping your pets under control,
- graffiti,
- offensive drunkenness,
- shouting and arguing.

7.6 Racial and other harassment

You will not commit, nor allow members of your household or visitors (including children and pets) to commit, any harassment, or threat of harassment, on any grounds including those of race, colour, religion, sex, sexual orientation, age or disability or any other characteristic that may be protected by the Equality Act 2010 ("protected characteristic") that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any council tenants, representatives or contractors.

It includes, but is not limited to:

- harassing or intimidating any person because of their race, colour, ethnic origin, nationality, age, gender, sexuality, religion, or disability, or any other protected characteristic
- violence or threats of violence towards any person, abusive or insulting words or behaviour, damage, or threats of damage to property belonging to another person, including any damage to any part of a person's home
- writing and/or drawing threatening, abusive or insulting graffiti.

7.7 Respecting council employees and representatives

- a) You will treat our employees and representatives politely and with respect.
- b) You will not threaten, abuse, or commit any act of violence against our employees or representatives. Nor will you allow any members of your household or your visitors (including children and pets) to do so. This includes acts which are likely to injure, intimidate, cause alarm or distress.

- c) We operate a zero-tolerance approach to abuse of our employees and representatives meaning that we will take immediate firm action in response to any such behaviour.

7.8 Domestic abuse

- a) You must not use or threaten to use violence or abuse, against any other person living with you, nor against your or their children. Domestic violence and abuse include 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
- b) WHBC will take firm action against anyone perpetrating domestic abuse which may include civil action such as an injunction or possession proceedings.

If we consider acts of domestic abuse against a joint tenant are substantiated, we may consider offering a sole tenancy to the victim.

7.9 Noise

- a) You will not play, nor allow to be played, any radio, television, CD player, amplifiers, loudspeakers, record or tape recording or musical instrument so loudly that it causes or is likely to cause a nuisance or annoyance to other persons in the neighbourhood, or so that it can be heard outside your home.
- b) You will not use any domestic machinery or DIY equipment in such a way or at such times that it causes nuisance and annoyance to other people.

7.10 Running a business

- a) You may only run a business from your home with our prior written permission. We will give permission if we consider the business is unlikely to cause a nuisance or annoyance to your neighbours or damage the property, including by affecting its valuation. If we give permission and the business does cause a nuisance, we will withdraw permission and give you 28 days' notice to stop running your business, which you must do.
- b) While it will be in our absolute discretion in any particular case, some examples of the businesses we will not allow include car repair and

maintenance, printing, shops, businesses that involve the use of hydraulic equipment, industrial machines or controlled substances or chemicals.

- c) You may also need planning permission from The Council for some businesses. Merely having obtained planning permission does not mean that you have The Council's permission as your landlord, and vice versa.

7.11 Pets

- a) If you want to keep a pet at the property you must ask our permission by completing an application form, telling us the type and breed and number and meeting all other conditions listed in our pet policy. We will not unreasonably withhold permission. You have the right to appeal if permission is not granted.
- b) You will keep all animals that are kept at the property under control, whether or not they are at the property. You will not keep any animals that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood, anyone visiting your home or a neighbouring property. We reserve the right to require you to remove any pet from the property permanently (for example where it is causing a nuisance), even if permission was originally given or not needed.
- c) You will keep your dog/s on leads and under proper control in all common parts including internal and external areas and ensure they are microchipped and wearing an identity tag with your contact details, as is a legal requirement.
- d) You will not keep any animals for commercial breeding purposes, nor will you use or allow your property to be used for such purposes.
- e) If any animal in your care fouls in your home, garden, or the shared areas outside the property, for example, on roads, footpaths, communal gardens or play areas in the local area, you will immediately clear the foul and ensure that the area is clean. You will be recharged for any damage caused to your home or any other council property, including others' homes, by your pets.
- f) You will ask for our permission if you want to keep livestock, such as chickens, ducks, geese, pigeons, goats etc. You will not keep any animal which we say is unsuitable or dangerous.
- g) In accommodation designated for 60yrs+ you will not allow your pets in indoor communal socialising areas, e.g., communal lounges, kitchens etc.

7.12 Internal decoration and laminate/hardwood flooring

- a)** You will keep the inside of your home in clean condition and will decorate as often as is necessary to keep your home in good order.
- b)** You will make sure that adequate floor covering is fitted within the property.
- c)** If you live above someone you must have written permission from us if you wish to install laminate or hardwood flooring in your home. We will need to know, and approve, what underlay you intend to use. We will not unreasonably refuse permission. If noise issues arise, we will require you to replace your flooring with a more suitable product, which will be at your expense.
- d)** If your floor covering needs to be lifted to access services (e.g., pipes) you are responsible for lifting it and for any damage caused to it. If you fail to lift it, we may do so, at your expense.

7.13 Gardens, balconies, boundaries, trees, fencing and outbuildings

- a)** If your home has its own garden, you are responsible for maintaining it and keeping it neat and tidy, including but not limited to trees, grass, hedges, shrubs, fencing, walls, paths, pavements, patios, hard standings, sheds, and outbuildings. Gardens must be kept safe and hazard free. Breach of this condition may result in us clearing your garden and charging you for the work. You must clear up any dog or cat mess from your garden. You must obtain written permission first before cutting down or removing trees of any size.
- b)** It is your responsibility to advise us if a tree within your boundary is dead, damaged, or diseased, causing damage to your property or neighbouring properties or if it is dangerous. If you fail to inform us of any danger within your boundary from a tree, fence or wall or other hazard and it causes damage, injury, or death you may be held responsible. You will remain responsible for the removal of such trees from within your property's boundaries and if we need to remove them you will be recharged.
- c)** You must not allow Ivy, Russian Vine or similar to grow out of control over our properties or where it might cause damage to the fabric of the building. You must not allow Japanese knotweed to grow at all and must seek specialist assistance and removal if you suspect it. You must not plant Leylandii or any similar fast-growing trees. There are laws relating to tall hedges and trees, which you must comply with.
- d)** You will not build, permanently or otherwise, a garage, pigeon loft, shed, dog kennel, bird

aviary, beehive, greenhouse, fence or any other building or erection without written permission from us and all other necessary approvals. Approval or consent from the local planning authority and/or within the meaning of the building regulations does not mean that you have the authority's consent as landlord, and vice versa.

- e)** Failure to ask our permission or to meet our conditions will be a breach of your obligations under this agreement. If any such construction causes or is likely to cause nuisance or annoyance to anyone in the local area, or is deemed by us to be dangerous, we may ask you to remove it, which you must do.
- f)** You must not store any rubbish in your garden, except for your normal domestic waste, which should be kept in a suitable sealed container. We will require you to remove any items of rubbish that we consider to be unsightly or a risk to health and safety. If you do not remove the rubbish, we will remove it ourselves and charge you the removal costs.
- g)** You will request permission from us if you wish to put any structure in the garden. If we do not grant permission, you will not do so.
- h)** If your home has a balcony, you must not use this for barbecues or bonfires, storage, erect flags, hang washing/laundry from the balcony wall or rails, keep bikes or other large equipment on them, store rubbish or use them for toileting pets. Space permitting you may use them for outdoor furniture, a small clothes horse, or plants in pots.

7.14 Adaptations and additions to external areas

- a)** You will not make any additions or adaptations to the internal or external walls of your home, or remove any walls, without first getting our written permission and all other necessary approvals including, where relevant, planning permission. This includes satellite dishes, CCTV cameras, notices, and signs, etc. Permission is not required for analogue television aerials fitted to chimney breasts on houses. For the avoidance of doubt, obtaining planning permission does not entitle you to carry out any alterations, without also separately obtaining our consent as landlord.
- b)** If you live in a flat, you will not replace the front door of your home without first getting our written permission.
- c)** If any installation, alteration, or addition is unsightly, causes nuisance or annoyance to anyone in the local area, or is deemed to be dangerous, we may ask you to remove it, which you must do.

- d) As well as obtaining our permission you must apply for and obtain any planning, building control, and other permissions that are needed.
- e) If you carry out any alterations without our consent, we may require you to reinstate the property into its prior position and/or conduct the work ourselves, at your expense.

7.15 Damage

- a) You will make good any damage to your home, or the fixtures and fittings, which has been caused by you or any member of your household or any visitor to your home or any pets.
- b) You will replace all broken glass promptly with glass of the same quality, where you or any member of your household or any visitor to your home or any pet has caused breakage, including cracking.
- c) You will pay any costs reasonably incurred by us in carrying out works to rectify damage to your home, the fixtures and fittings, or any common parts of the building caused by you or any member of your household or any visitor to your home or any pets.

7.16 Reporting repairs

- a) You will immediately report to us any repair for which we are responsible in your home or the common parts.
- b) You are responsible for some repairs which include, but are not limited to:
 - lost, stolen or broken keys/door entry fobs (this includes gaining entry),
 - decoration and floor coverings,
 - light bulbs,
 - washing line posts and rotary driers,
 - replacement toilet seats.

A full list of repair items that we are responsible for carrying out and those that you are responsible for as a tenant can be found by contacting our Housing Maintenance Team or visiting the council's website www.welhat.gov.uk/council-social-housing/housing-repairs-maintenance.

- c) You are responsible for moving furniture and belongings to enable repairs to be carried out.
- d) You must adequately heat and ventilate your home to prevent condensation and mould from occurring.

7.17 Access

- a) You will allow our representatives and/or contractors into your home to inspect the condition of your home or any installations or to

carry out repairs, electrical, gas, and other safety and compliance checks or other works to your home or adjoining property, in accordance with clauses 6.2 to 6.5.

- b) We will arrange such visits at reasonable times and with reasonable notice of at least 24 hours. If we have no response and/or you do not allow reasonable access for health and safety and compliance matters, such as annual gas safety check, we will take legal action against you, including to force entry, and recharge any costs.
- c) We, or our contractors, may enter your home by any means necessary, including a forced entry, if either:
 - it is an emergency
 - we have been unable to contact you despite all reasonable efforts (including, where we know of them, contact through your next of kin and any social or other support worker), and have reason to believe either that you are not in occupation of your home or that your well-being is at risk.
- d) If we have to force entry because of suspected neglect or misuse of the property, or your failure to report repairs, we will charge you the cost of repairing any damage. If you are not at fault, we will secure the property and repair any damage caused by the entry.
- e) If your property is found not to be secure and we are unable to contact you, we will enter your property to make it safe. You will need to contact us to regain entry.

7.18 Parking

You will not allow members of your household, including yourself, or visitors to your home to:

- a) park a boat, caravan, trailer, motor home, loader, or similar commercial vehicle at your home or on any communal parking areas without first getting written permission from us,
- b) park on any road, verge, highway, or footpath adjacent to or near to your home in a way that might obstruct:
 - the emergency services,
 - other road users,
 - anyone who uses pavements,
 - footpaths, access ways and so on,
 - the access to any home in the area,
 - the access to any garage,
 - access for domestic utility suppliers or their agents,
 - local roadways and other vehicular accesses,
 - keeping car parking spaces clear of unroadworthy vehicles and other obstructions.

- c) park or leave any illegal, untaxed, or unroadworthy vehicle in the neighbourhood around your home or elsewhere on our land, including authorised parking areas,
- d) park or drive any vehicle on or over a grass verge, communal garden, communal open space, or similar piece of land in the neighbourhood around your home,
- e) carry out major repairs to any car, motorcycle, or other motor vehicle at your home or on any council land including authorised car parking spaces, or allow engine oil or any similar substance to pour down any drains or over any road or other surface,
- f) carry out any repairs to any car not owned by a member of your household,
- g) sell, rent, license, or give away any parking space or garage which we provide for you, or attempt to do so; and
- h) by signing this agreement, you authorise us to remove any vehicle that we consider you have left abandoned at or near your home which breaks these conditions, or which we think has been abandoned or is dangerous. You will be charged for the cost of removing and disposing of any such vehicle.
- f) You will keep washing and drying areas and any other shared areas clear of rubbish and obstacles.
- g) You will not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres).
- h) You will not use any portable oil, paraffin, or gas appliances, or store any flammable materials such as gas, paraffin, or oil, in the property, garden, balcony or communal areas.
- i) You will not store any vehicles powered by electric, petrol, diesel, or paraffin in shared areas such as hallways or on balconies.
- j) You will not throw anything from balconies or windows of any part of the property including shared areas.
- k) You will not let anyone who you do not know into the building, and you will not jam open any communal entrance or fire safety doors.
- l) You will not tamper with or interfere with or alter the electrical or gas systems, installations, or meters in or serving the property.
- m) In certain properties and buildings, we may have to restrict access to certain areas for your own health and safety. You will be notified of any such areas at the tenancy sign up. By signing this agreement, you agree not to enter any restricted areas highlighted by us.

7.19 Absence from your home

You will tell us, in writing and in advance, if you are or expect to be absent from your home for 28 days or more, so that we know you have not abandoned your home.

7.20 Health, safety, and hygiene

- a) You will keep the property clean and tidy, including any balcony and garden. If we have to do work to bring any part of the property back to a reasonable standard, such as removing rubbish, we will charge you for this.
- b) You will keep all shared areas such as entrances, stairways, corridors, lifts, landings and means of escape, clean and free from obstructions. If we consider that any item is an obstruction or a hazard, we may remove it and charge you for doing this.
- c) You will not smoke or vape inside any communal area.
- d) You will put all rubbish in appropriate bin bags and dispose of it in the bins, chutes, containers, or communal bin areas used for this purpose. You will make sure that only recyclable products are put in the appropriate recycling bins. You must not put hot ash in the bins, nor other materials likely to damage them.
- e) You must not burn anything in the bins.
- n) In properties where there is a shared alleyway leading to the rear gardens, it is the responsibility of the tenants living next to the alleyway to keep it clear and tidy. If we are required to clear any such area, we will re-charge you for this.
- o) You will report any infestation for example, bugs, vermin, wasps to us as soon as you can. We will not generally be responsible for infestations but will be able to advise you on the best course of action.

7.21 Insurance

You are responsible for insuring your home and its contents against deliberate, malicious, criminal, or accidental damage. We will not accept any responsibility for costs incurred as a result of damage caused by you, people living in your home or by people visiting your home. You are strongly advised to take out full contents and tenants' liability insurance for your home. We can recommend an affordable insurance scheme for tenants, please ask for details.

8. Your rights summarised

8.1 Right to occupy

- a) You have the right to occupy your home without interruption or interference from us for the duration of this tenancy, except to give access to our representatives or contractors as set out in clause 7 of this agreement.
- b) Your right to occupy your home is at risk if you do not meet the conditions of this agreement or if you do not have proper respect for the rights of other tenants and other persons in the neighbourhood.

8.2 Tenure

- a) We cannot generally bring your tenancy to an end without first serving a Notice Seeking Possession, or other relevant notice, unless we seek dispensation from the requirement to do so. We can only get possession if:
 - we prove one of the grounds/reasons for possession listed in Schedule 2 to the Housing Act 1985 (as amended) or any grounds amended or added under future legislation; and
- b) If we intend to seek possession of your home, we will, unless we seek dispensation from the requirement to serve notice, give you written notice of at least the period prescribed by statute.
- c) As well as seeking a possession order, we can ask the court for an injunction and other remedies under the Anti-social Behaviour, Crime and Policing Act 2014. This may include a power of arrest and an exclusion order to make you meet the terms of this tenancy. We may also apply for an injunction against any member of your family or any visitor to your home, for anti-social behaviour.

8.3 End of secure tenancy

If the tenancy ceases to be a secure tenancy, we may end the tenancy by giving you at least 4 weeks' notice in writing.

8.4 Right to exchange

- a) You have in the circumstances detailed above the right to exchange this tenancy for another with us, or with another housing association or a local authority. This is through our Mutual Exchange policy, and you must have our written consent. This will only be withheld on specified grounds.

- b) You must not charge any premium in relation to an exchange of this tenancy.

8.5 Right to take in lodgers

You have the right to take in lodgers as long as this does not make the property overcrowded. The lodger must have the right to remain in the UK and it is your responsibility to ensure that this is the case. You must also have our written permission (which will not be unreasonably withheld) before taking in a lodger. If you are getting housing benefit / Universal Credit, you must tell the relevant authority immediately as your entitlement may be affected.

8.6 Sub-letting

- a) You must have our written permission to sub-let part of your home. We would not unreasonably refuse your request and would inform you of the reasons of our decision.
- b) You must not sub-let all of your property. If you do your security of tenure will end and we would take legal action to evict you and the unauthorised occupier(s).

8.7 Right to make improvements

- a) If you have a periodic tenancy, you have the right to make improvements, alterations, and additions to your home provided that you have written permission from us via the tenant alteration request form and all other necessary approvals, such as planning permission and Estate Management Scheme consent and building regulations.
- b) Any alterations without permission may be retrospectively approved but if they are not, we will require you to return the property back to its original condition at your own expense. Where this is refused, we may undertake the works and recharge you and/or take court action to require you to return the property to its original condition or to recover charges.

8.8 Right to buy your home

You may have the right to buy your home unless you live in sheltered accommodation or other types of housing excluded from these rights. We can tell you if you qualify and provide you with further details upon request.

8.9 Right to repair

Under the Right to Repair scheme, we must pay you compensation if certain repairs are not completed within a reasonable time. You have the right to have certain urgent minor repairs done quickly and at no cost to you, where the repair may affect health, safety, or security, and where the

repair has not been completed within a specified timescale. On request, we will supply full details of the Right to Repair scheme including a list of those repairs which qualify.

8.10 Right to consultation

We will consult you on matters affecting your home and your tenancy, before making changes in housing management or maintenance which are likely to have a substantial effect on your tenancy.

8.11 Right to information

You have a right to information about the terms and conditions of this tenancy and about our repair obligations, policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

8.12 Complaints

We have a policy for dealing with complaints on any matter arising from this tenancy. The policy meets the requirements of the Housing Ombudsman Service. If you are still dissatisfied after the complaint procedure has been exhausted, you have the right to refer the matter to the Housing Ombudsman Service:

Housing Ombudsman Service

Telephone: **0300 111 3000**

Email: info@housing-ombudsman.org.uk

9. Independent advice

You can get independent advice about this tenancy and your rights from a solicitor. There may be a charge for this. You may be able to obtain free independent advice from agencies such as the Citizens Advice or Shelter.

10. Definitions

Agreement refers to this tenancy agreement.

We, our, us, The Council, refers to the landlord.

You and your refers to the sole tenant or all joint tenants.

Joint tenancy is a tenancy granted to more than one adult. We will normally offer joint tenancies to all married couples, civil partners and couples who live together as if they are married at the time when a new tenancy is created.

Joint tenants have a shared interest in their home for the whole of the tenancy. Each individual tenant is wholly responsible for ensuring that all the charges are paid in full and that the conditions of this tenancy agreement are met.

Partner refers to your husband, wife, or the person with whom you cohabit (live with).

Divorce is a form of legal separation of partners in a marriage.

Assign – This term means to legally transfer the whole or part of your tenancy to another person.

Succession – This is where a tenancy passes to your partner or to a close family member when you die. Only one succession is allowed per tenancy.

Sub-let – To let whole or part of your home to another person.

Property includes the accommodation which you occupy, all fixtures and fittings, plus any garden, shed, fence or wall let under the tenancy.

Communal areas refer to entrances, passages, stairways, walkways, lifts, gullies, drives, yards, parking areas, gardens and any other areas that are provided by us for communal use.

Communal facilities charge (CFC's) refers to charges made in sheltered/over 60's accommodation for services provided, such as support and maintenance of communal areas.

Any other charges may include storage charges, water rates, heating, parking, cleaning, Independent Living Officers, mobile warden and community services or other support services and any other charges legally due.

Notice Seeking Possession – This is a Notice which allows us to enter a case into court. It explains the reasons why we are taking legal action and is valid for 12 months.

Injunction – This is a court order which requires someone to do or not to do something.

Exclusion order – This is a court order which stops a person from going to a certain place, this can be their own home.

Housing Act 1985 – This is the Housing Act 1985 as amended and includes future enactments.

Secure tenancy – Secure tenants have 'security of tenure'. This means that your tenancy can only be ended with a court order if it is proven to the court that there is a good reason to evict you.

Periodic tenancy – A periodic tenancy is the legal name for a rolling tenancy with no specific end date. All secure tenants are given this type of tenancy.

Demoted tenancy – When a secure tenant causes nuisance through antisocial behaviour, their landlord can apply to court to demote the tenancy to a 12-month probationary tenancy. The tenant has reduced security of tenure during the probationary period.

Non-Secure – Non-Secure tenancies do not have all the rights that secure tenants have including Right to Buy, Right to Exchange, Right to Succession, Right to Take in Lodgers or to Sublet.

How to contact us

In an emergency:

Out of office hours contact us on 0800 111 4484

During office hours:

✉ contact-whc@welhat.gov.uk

☎ 01707 357 000

🌐 www.welhat.gov.uk

To report a repair:

✉ housingmaintenance@welhat.gov.uk

☎ 0800 111 4484

Our offices:

Welwyn Hatfield Borough Council Offices
The Campus
Welwyn Garden City
Hertfordshire
AL8 6AE

White Lion House
Town Centre
Hatfield
Hertfordshire
AL10 0JL