

CABINET

26 March 2008

REVIEW OF TENANCY CONDITIONS

REPORT OF HEAD OF LANDLORD SERVICES

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RECENT REFERENCES:

None

EXECUTIVE SUMMARY:

Following a detailed review of the Council's Secure Tenancy Conditions, a revised set of conditions have been drafted and are appended to this report. The review process has been undertaken by both Council officers and tenant representatives from TACT (Tenants and Council Together).

What has changed?

- The presentation and layout of the conditions has been improved to make them clearer and easier to follow for tenants.
- New clauses have been added relating to maintenance and the tenant's responsibilities for looking after their property
- New clauses have been added relating to storing and disposing of items
- A new clause has been added allowing the Council access to properties when notice to end a tenancy has been given
- New clauses regarding mutual exchanges have been added
- Clauses relating to nuisance and anti-social behaviour have been strengthened.

All tenants are currently being consulted on the draft conditions. Provided no significant omissions are highlighted through the consultation process, it is proposed that the new conditions become effective from April 2008.

The new conditions would apply to all existing tenants. All the draft conditions would equally apply to "introductory tenants" signed up after April 2008 in their first year of tenancies, albeit they do not become secure tenants as set out in condition 1 until 12 months have elapsed.

**RECOMMENDATIONS:**

- 1 That the draft Secure Tenancy Conditions at Appendix 1 are approved, subject to the outcome of the tenant consultation process currently underway.
- 2 That the Portfolio Holder for Housing and Communities be given delegated authority to make any minor wording amendments to the conditions in light of the consultation process.

**1 RELEVANCE TO CORPORATE STRATEGY**

- 1.1 The amended conditions contribute to the key Corporate Strategy aims of “Promoting Freedom from Fear” by dealing promptly and effectively with anti-social behaviour and “Promoting an Inclusive Society” by promoting good relationships between all sections of the community.

**2 RESOURCE IMPLICATIONS**

- 2.1 The revised conditions will not result in additional resource implications, other than the cost of the annual reprint of conditions and handbooks, provision for which is already included in the Housing Revenue Account for 2008/09.

**3 TACT COMMENT**

- 3.1 TACT has attended regular meetings with Council officers to review and amend the existing tenancy conditions and support the recommended conditions included in this report.

**Appendices:**

Appendix 1 Draft Secure Tenancy Conditions

## SECURE TENANCY CONDITIONS

This document should be read in conjunction with the Tenants Handbook, which provides detailed information on all aspects of your tenancy.

This is a legal contract between you, the tenant, and the landlord, Winchester City Council. It sets out the responsibilities of the tenant and the landlord. Once you have signed this Tenancy Agreement you are bound by these Tenancy Conditions.

If there is anything you do not understand, please ask your Area Housing Manager. You can also get advice from the Citizens Advice Bureau or a Law Centre.

If you have any particular needs which affect how you are able to use or be involved in our services, or how you would like to receive information, for example, translation, interpreters, Braille, audio tape, large print, sign language, please contact the Customer Service Centre either by telephone on 01962 840222 or by e-mail to [customerservice@winchester.gov.uk](mailto:customerservice@winchester.gov.uk).

| THE SECURE TENANCY              |   |
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| 1.                              | The tenant will have a secure tenancy. For the tenancy to be a secure one, the tenant will occupy the property as their only or principal home.   |
| 2.                              | The tenancy will commence any day, between Monday and Friday. Rent and other charges are due weekly.  |
| 3.                              | The tenant has the right to remain in the property unless ordered to leave by the court. The landlord will only take court action to repossess the property if the tenant has broken the conditions as set out in this document. Where this course of action is deemed appropriate, the landlord will serve a Notice of Seeking Possession on the tenant on one of the specific grounds as listed in Schedule 2 of the Housing Act 1985. The Notice will specify a date, normally not less than four weeks from service of the Notice (forthwith in the case of nuisance), when the landlord could apply to the court for a possession order. |
| 4.                              | The landlord will enforce any breach of the tenancy conditions if it is deemed reasonable to do so.   |
| 5.                              | The landlord may, without terminating the tenancy, vary the terms of the tenancy and the rent and charges by giving the tenant four weeks' notice in writing.   |
| 6.                              | To end the tenancy, the tenant must give four weeks' notice in writing to the landlord. The notice period starts from the date of receipt of the notice by the landlord (Monday to Friday). In the case of a joint tenancy, one tenant can terminate the tenancy on behalf of both tenants.   |
| 7.                              | The tenant or the tenant's representative will allow the landlord access to the property during the four weeks' notice period to carry out an inspection, which may include taking a video or photographs to record the condition of the property.  |
| THE LANDLORD'S RESPONSIBILITIES |   |
| 8.                              | The landlord will give the tenant possession of the property at the start of the tenancy and will not interrupt or interfere with the tenant's quiet enjoyment unless in an emergency.  |
| 9.                              | The landlord will provide an out of hours call out service in the event of emergency repairs being required at the property. The landlord defines a genuine emergency as danger to life or limb, serious risk to health or where there is considerable risk of damage to the property. In exceptional circumstances, the landlord may also regard a repair as an emergency where it believes by not doing so would cause undue anxiety or stress, or would cause significant inconvenience over a prolonged period. Misuse of the call out service will result in the tenant being recharged for the cost of the call out.                    |

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| 10.                                  | The landlord will keep the structure, its fixtures and fittings and the exterior of the building in repair.  |
| 11.                                  | The landlord will keep the installations for the supply of water, gas, electricity, sanitation and space and water heating in repair and in proper working order.  |
| 12.                                  | The landlord will ensure that all open chimneys in use are swept as required.  |
| 13.                                  | The landlord will keep in repair the communal areas of flats and maisonettes.  |
| 14.                                  | The landlord will, for property maintenance purposes, survey the exterior and internal communal areas of the property at least once every five years and will carry out repairs and painting deemed necessary by the landlord.   |
| 15.                                  | The landlord will ensure that the property meets defined "Property Standards at Commencement of Tenancy", except when a mutual exchange has occurred.  |
| 16.                                  | The landlord will allow the tenant, at his/her expense to improve, redecorate and extend the property, subject to gaining all the necessary approvals. Restricted work must be carried out by an approved contractor.  |
| 17.                                  | The landlord will, for estate management purposes, inspect all communal areas on the estate at least annually.   |
| 18.                                  | If the landlord intends on serving a notice on the tenant for any reason, the landlord will do so by serving it on the tenant in person, leaving it at the tenant's property or last known address, or sending it by first-class or registered post. The notice will be effective on the day following service of the notice at the property or the last known address, or two working days after posting.   |
| 19.                                  | <p>The landlord will distribute information to tenants about particular aspects of its housing policies that affect them and will keep the tenant informed by:</p> <ul style="list-style-type: none"> <li>• Issuing a Tenants Handbook which gives more information about the tenancy conditions and other relevant information, as well as issuing regular updates.</li> <li>• Sending an annual housing report.</li> <li>• Publishing a regular newsletter about the Council's housing service.</li> <li>• Publishing information leaflets.</li> <li>• Regularly reviewing and updating the Tenants Compact.</li> </ul> <p>The landlord will also carry out regular surveys and questionnaires to ask for tenants' views on services provided and to update information on tenants' needs.</p> |
| 20.                                  | The landlord will allow the tenant to inspect his/her tenancy file on receipt of a written request and upon payment of the appropriate fee.  |
| 21.                                  | The landlord's officers and agents will carry identification at all times and will present it to you.  |
| <b>THE TENANT'S RESPONSIBILITIES</b> |  |
| 22.                                  | The tenant must not obstruct, abuse, harass, threaten or assault any of the landlord's officers or agents in the course of their duties and must not encourage any other person to do so.  |
| 23.                                  | The tenant is responsible for his/her behaviour and that of every person, including children and lodgers, and animals living in or visiting the property.  |

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|     | <b>THE PROPERTY</b>   |
|     | <b>Rent &amp; Charges</b>   |
| 24. | The tenant must pay the rent and charges weekly or in advance in agreement with the landlord.   |
|     | <b>Looking After The Property</b>   |
| 25. | The tenant must keep the property clean and in a habitable condition to the reasonable satisfaction of the landlord and will not allow waste to accumulate in the property.   |
| 26. | The tenant must take reasonable measures to care for the property and the fixtures and fittings throughout the tenancy.   |
| 27. | The tenant shall take all reasonable precautions to prevent damage to the property by fire, frost, water or other causes.   |
| 28. | The tenant is entirely responsible for the internal decoration of the property and must keep it to the satisfaction of the landlord. The tenant may be recharged for the cost of re-decoration if he/she fails to do so.  |
| 29. | The tenant has a duty to minimise levels of condensation within the property.   |
| 30. | The tenant is responsible for unblocking toilets, sinks and drains where the tenant has caused the blockage. The tenant will be re-charged for any costs incurred by the Council for unblocking toilets, sinks and drains where the tenant has negligently, recklessly or intentionally caused a blockage.                              |
| 31. | The tenant must report any defects to the property as soon as is practical to the landlord. The tenant has an obligation to co-operate with the landlord to allow access to the property to remedy the defect.  |
| 32. | Any repair or replacement needed to the property or the fixtures and fittings, including glass, as a result of recklessness, accidental or wilful damage or neglect by the tenant must be paid for by the tenant.   |
| 33. | At the end of the tenancy, the tenant will return the property to the landlord in at least the same condition in which it was let. Fair wear and tear will be taken into account. The tenant will be recharged for any repairs, replacements and associated charges deemed necessary by the landlord at the end of the tenancy.         |
| 34. | If the tenant applies to undertake a mutual exchange, access must be given to the landlord to inspect the property at least two weeks prior to the exchange taking place. Video or photographic records may be made of the condition of the property.   |
| 35. | The tenant must allow the landlord access to the property within one week of the date of the mutual exchange in order to carry out gas and electrical safety checks.  |
| 36. | If the tenant carries out a mutual exchange, the tenant will assume responsibility for the state and condition of the property they exchange to. The tenant will also be responsible for maintaining any alterations or improvements made by the previous tenant, unless the landlord has agreed, in writing, to accept responsibility. |
| 37. | The tenant must allow the landlord's officers or agents to enter the property in order to inspect it, carry out repairs or to ensure compliance with the tenancy conditions. The landlord will usually give the tenant at least 24 hours' notice.   |

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| 38.         | The tenant must allow the landlord's officers or agents access to the property in order to carry out annual servicing of gas pipe work and associated Council-owned heating and/or hot water appliances.  |
| 39.         | Tenants who leave the landlord's officers or agents alone in the property in the course of their duties do so entirely at their own risk.   |
| 40.         | In an emergency, the landlord's officers or agents will enter the property using reasonable force if, in the opinion of the Head of Landlord Services or another authorised officer, there is a risk of personal injury or damage to the property or any other property. The tenant may be charged for the cost of carrying out repairs and securing the property.  |
| 41.         | The tenant must request permission from the landlord to erect any garage, shed or other building, or to carry out any other alterations or improvements to the property. The tenant must obtain the relevant permissions in respect of Planning and Building regulations. At the end of the tenancy, the tenant must remove any structures or improvements, where permission for them to remain has not been granted by the landlord. |
| 42.         | The tenant must keep the garden tidy and properly maintained to the landlord's reasonable satisfaction. The tenant must not, without the landlord's consent, cut down any trees.  |
| 43.         | The tenant must not encroach onto any land adjoining the property.  |
| 44.         | The tenant must not without the landlord's prior consent, install any object on the exterior of the property or on any part of the internal communal area.  |
| 45.         | A tenant living in a flat or maisonette is not permitted to use or store liquid petroleum gas or paraffin heaters in the property.  |
| 46.         | The tenant must not use or store any harmful, hazardous or inflammable materials anywhere within the property or it's immediate vicinity, except those that can reasonably be put to domestic use. Such materials must be stored in a locked shed or container well away from the property when not in use.   |
| 47.         | The tenant must not site a barbeque, bonfire, patio heater or other heat source anywhere that will endanger the property or other properties, buildings, fences or sheds.   |
| 48.         | The tenant must not interfere with security and safety equipment in communal areas.   |
| 49.         | The tenant must not smoke in any internal communal area.  |
| 50.         | The tenant must not obstruct any rights of way.   |
| 51.         | The tenant is responsible for his/her belongings and personal possessions, including household contents. The tenant is advised to obtain insurance for his/her risks, such as contents insurance. There are many schemes available in the insurance market although we are not able to recommend any specific insurer or insurance scheme.  |
| <b>Pets</b> |   |
| 52.         | <p>The tenant must formally request permission from the landlord to keep a pet. The landlord will consider granting permission for dogs, cats and small caged and tanked pets, depending on the suitability of the property. The landlord can withdraw permission for the tenant to keep a pet at any time if the pet causes a nuisance or annoyance.</p> <p>(see clauses 56 and 62)</p>  |

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|     | <b>Running a Business</b>   |
| 53. | The tenant must not use any part of the property or any communal area for business or trade. In exceptional circumstances and subject to planning consent, the landlord may grant permission if the business or trade would not cause any inconvenience or nuisance to neighbours or cause damage to the property.  |
|     | <b>Parking</b>  |
| 54. | The tenant shall only park a vehicle on the property where there is a properly constructed drive and access crossing or dropped curb. The tenant must formally request the relevant permissions from the landlord for any of these installations. Permission will also need to be sought from Hampshire County Council for a dropped curb and where access over a pavement is required.<br><br>(see clauses 67 to 71)   |
|     | <b>Information</b>  |
| 55. | The tenant shall give information regarding persons living in the property to the landlord, as is reasonably required for management and or administrative purposes. The Council will deal with any information obtained in line with current data protection guidelines.   |
|     | <b>THE COMMUNITY</b>  |
|     | <b>Nuisance &amp; Anti-Social Behaviour</b><br><br>(see clauses 22 and 23)  |
| 56. | <p>The tenant must not do or threaten to do anything which causes or is likely to cause a nuisance, annoyance or disturbance to anyone living in, visiting or engaging in a lawful activity in the locality of the property.</p> <p>Actions which would constitute a nuisance, annoyance or disturbance include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• loudly playing a musical instrument or audio equipment such as a television, radio or stereo</li> <li>• dog barking</li> <li>• shouting, arguing and door slamming</li> <li>• use of noisy machinery or appliances</li> <li>• repairing and dismantling motor vehicles</li> <li>• playing games in unsuitable areas</li> <li>• overgrown gardens</li> <li>• accumulations of waste</li> </ul> <p>The time, duration and frequency of the behaviour/activity will determine whether it constitutes a nuisance.</p> |
| 57. | <p>The tenant must not use or threaten to use menacing, abusive or violent behaviour towards anyone living in, visiting or engaging in a lawful activity in the locality of the property.</p> <p>Examples of such behaviour would include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• foul and/or abusive language</li> <li>• drunken behaviour</li> <li>• intimidation, threats of violence, bullying, victimisation and attacks or assault on the person, property or home</li> </ul>   |

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| 58.                                     | <p>The tenant must not inflict or threaten violence against anyone who lives in the property, or harass or use mental, emotional, physical or sexual abuse, so as to make anyone living at the property feel they can no longer live peacefully or safely in the property.</p> <p>Actions which would constitute domestic abuse include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• intimidation</li> <li>• degradation</li> <li>• humiliation</li> <li>• deprivation</li> </ul>  |
| 59.                                     | <p>The tenant must not commit or threaten any form of harassment on the grounds of race, colour, religion, gender, age, disability or sexual orientation, which may interfere with the peace and comfort of, or cause offence to, anyone living in, visiting or engaging in a lawful activity in the locality of the property, or which is likely to do so. Harassment is interpreted as any incident where the victim or any other person perceives the incident to be harassment.</p> <p>Actions which would constitute harassment include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• abusive or insulting words or behaviour</li> <li>• display and/or circulation of offensive printed literature or material</li> <li>• intimidation, threats of violence, bullying, victimisation and attacks or assault on the person, property or home</li> <li>• threatening or insulting graffiti</li> <li>• arson or attempted arson</li> <li>• stalking</li> </ul> |
| 60.                                     | <p>The tenant must not use or threaten to use the property or anywhere in the block or in the locality for any illegal or immoral activity.</p> <p>Examples of such activities are, but are not limited to:</p> <ul style="list-style-type: none"> <li>• taking, receiving or selling illegal drugs</li> <li>• prostitution</li> <li>• storing and/or distributing offensive material</li> <li>• storing and/or selling stolen goods</li> <li>• sexual offence</li> </ul>   |
| 61.                                     | <p>The tenant must not damage, deface or graffiti any part of the property or the locality in which the tenant lives. Any repair or replacement deemed necessary by the landlord must be paid for by the tenant.</p>  |
| 62.                                     | <p>The tenant must not allow his/her pet to foul any part of the locality or property and it must be kept under proper control at all times.</p>  |
| <b>Storing &amp; Disposing of Items</b> |   |
| 63.                                     | <p>The tenant must not leave rubbish or hazardous materials in any communal area or in the locality.</p>  |
| 64.                                     | <p>The tenant must obtain the landlord's permission to keep any belongings in communal areas. Tenant's belongings must not block or obstruct corridors, walkways or emergency exits. Permission shall be given at the landlord's discretion. Any items left in communal areas are the responsibility of the tenant.</p>   |



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| 65.                     | The tenant must dispose of household and recyclable refuse in the designated wheeled bins, large collection bins or other designated areas only. It is not acceptable to put rubbish near the bins.  |
| 66.                     | The tenant must store the wheeled bin on the property. Bins must not be left on any part of the estate, apart from on collection day.  |
| <b>Parking</b>          |  |
| 67.                     | All vehicles must be parked on the highway or in a designated parking area or garage. The tenant must park considerately so as not to cause an obstruction. The tenant must not park on any other parts of the estate, including grass verges and open spaces.   |
| 68.                     | The tenant must not block any access routes, driveways and garages in the locality.  |
| 69.                     | The tenant must not park an illegal, untaxed or unroadworthy vehicle on the property or in the locality unless the appropriate permissions have been obtained. Any such vehicles will be removed and disposed of by the landlord and the cost of doing so will be recharged to the registered keeper.  |
| 70.                     | The tenant must not park any trade or commercial vehicle of greater than three and half tonne gross weight in any part of the locality or property unless the landlord has given written permission.   |
| 71.                     | The tenant must not park a caravan, boat or trailer in any part of the locality or property, unless the landlord has given written permission.   |
| <b>Local Agreements</b> |  |
| 72.                     | The tenant must comply with any local regulations or agreements applying to the locality or block in which the property is located. The landlord can make local regulations or agreements after consultation with tenants or tenants' representatives. The landlord can change the terms of the regulations and agreements after consultation with tenants or tenants' representatives. A copy of the regulations or agreements will be issued to every tenant affected. |

A Glossary of Terms will be attached to the final version.