

Summary Sheet

Cabinet and Commissioners' Decision Making Meeting – 11 July 2016

Title:

Introduction of the new Tenancy Agreement for Rotherham Council Tenants.

Is this a Key Decision and has it been included on the Forward Plan?

Yes, for consideration by Cabinet & Commissioner's decision making meeting on 11th July 2016

Strategic Director Approving Submission of the Report

Graeme Betts, Adult Care and Housing.

Report Author(s)

Alan Heppenstall. Housing Projects Coordinator

Ward(s) Affected

All

Summary

The purpose of this report is to seek Cabinet approval of the new tenancy agreement.

Recommendations

That Cabinet:

- Approves the new tenancy agreement.
- Note the proposed next steps identified in section 6.1

List of Appendices Included

Appendix 1 – Rationale behind amending the Firearms clause

Appendix 2 – Proposed Tenancy Agreement

Background Papers

RMBC tenancy agreement 2008.

Consideration by any other Council Committee, Scrutiny or Advisory Panel

Scrutiny – Improving Places Select Commission on 15th June 2016

Council Approval Required

No

Exempt from the Press and Public

No

Title:

Introduction of the new Tenancy Agreement for Rotherham Council Tenants.

1. Recommendations

1.1 That Cabinet:

- (a) Approves the new tenancy agreement.
- (b) Note the proposed next steps identified in section 6.1

2. Background

- 2.1 The Council, in consultation with its tenants, periodically revises its tenancy agreement to reflect changes in legislation and also adapt to changes in lifestyles and aspirations. The tenancy agreement was last revised in 2008 at which time operational management of the councils housing stock was undertaken by the Arm's length Management Organisation (ALMO); 2010 Rotherham Ltd.
- 2.2 The housing stock transferred back to the Council on 1st July 2011 when the functions of the ALMO were realigned with existing Council services. The current tenancy agreement remained in force throughout that period up to present date.
- 2.3 The tenancy agreement remains an important document as it represents the contract between the Council and each tenant; setting out the respective rights and responsibilities of each party. Currently, Rotherham Council has 20661 properties.

3. Key Issues

- 3.1 The proposed tenancy agreement seeks to address recurring operational issues. This will be done by bringing clarity to the responsibilities of households and introducing a robustness to the operational management of properties and tenants.
- 3.2 The tenancy agreement also deals with any relevant legislative changes. For example, Localism Act 2011 changed the rules around who could succeed to a tenancy following the bereavement of a tenant. The 2011 Act gives the Council the flexibility to determine who will be permitted to succeed to a tenancy, and the opportunity has been taken to make this clear in the new proposed tenancy agreement.

4. Options considered and recommended proposal

- 4.1 The Council agreed on the 21st October 2014 that an updated Tenancy Agreement was necessary. Consequently the new agreement, along with the required preliminary Notice of Variation highlighting the proposed changes, was issued to all tenants on the 21st November 2014. A copy of the preliminary Notice of Variation is attached as Appendix 1 together with the proposed tenancy agreement attached as Appendix 2.
- 4.2 This preliminary Notice of Variation, as required under s103 of the Housing Act 1985, provided council tenants with a 12 week consultation period to reflect and comment upon the changes the Council were proposing. This period closed on 13th February 2015.

5. Consultation

5.1 Feedback

- 5.1.1 At the close of the consultation period the Council received 545 feedback documents from tenants. Of these, 6% (31) of respondents either returned a blank consultation document or used it to contact the Council on matters unrelated to the proposed tenancy agreement such as insect infestation or to report neighbourhood issues. Each reporter was referred to the appropriate housing or maintenance department but for the purpose of the consultation exercise, these responses have been set aside. One respondent contacted the Council to say that she was short sighted and

unable to read the consultation documents properly. Contact was made directly with this individual and the blind group she is a member of, and the proposed new agreement has been discussed at length and accepted.

- 5.1.2 Overall, 88% (479) of all respondents were in favour of the new tenancy agreement and happy to accept the prescribed changes; however 6% (35) were not happy with the new proposal. Of those that were unhappy with the proposed changes:
- 5.1.3 50% (18) were unhappy about the switch from a 48 week rent collection period to 52 weeks, concerned that this change marked an annual rent increase. In reality however, there is no increase in the annual rent, rather the collection period has simply been extended to better suit continuous Direct Debit banking facilities and Universal Credit payments. Feedback and clarity has been given by housing officers to those that had raised the change to 52 weeks as an issue.
- 5.1.4 21% (7) had concerns that they would have to maintain their own sheds. The proposed agreement clarifies that the tenant rather than the Council are responsible for the upkeep of wooden sheds. This includes structures that pre-existed at the property at the time the tenancy agreement was signed; where the tenant took the option to accept the tenancy with the shed in situ on the basis that they were responsible for the maintenance of the shed. In addition, it includes the situation where a shed is erected by the tenant after moving in. The Council will remain responsible for the maintenance of outbuildings that are not of wooden construction, eg. brick built outhouses. However the tenant will be responsible for keeping all such outbuildings clean and tidy.
- 5.1.5 8% (3) expressed dissatisfaction that only tenants living in properties with their own outdoor space and with private rather than shared access could keep pets that require time outdoors such as cats and dogs. While this dissatisfaction is noted, this policy is consistent with the outgoing agreement. The proposed tenancy agreement simply seeks to clarify the circumstances in which permission will be granted to keep pets and that where reasonable, permission will not be refused.
- 5.1.6 6% (2) of tenants suggested that the clauses relating to nuisance and annoyance should be stricter but offered no further clarification or examples. It is felt that the clauses are sufficiently robust, however additional examples of nuisance and annoyance have been included in this clause to provide further clarification; for example in relation to smoke from garden fires. Although examples of nuisance are given in both the proposed and outgoing tenancy agreements, wider examples of what constitutes nuisance and annoyance will be included in the '2016 Tenant's Guide to your home'
- 5.1.7 6% (2) of respondents were confused by the term 'Flexible tenancies'; raising concerns that they would lose their 'secure' status as tenants. These respondents were referred through to their related Housing Officers so that this confusion could be clarified; namely that Flexible Tenancies are tenancies for a fixed period, granted to new rather than existing tenants in specific archetypes of properties (ie properties with 4 or more bedrooms)
- 5.1.8 Of the remaining 9% (3) of respondents that disapproved of the proposed tenancy agreement:
- 5.1.9 1 tenant felt that the new agreement was oppressive overall. No response was offered as there was no clear line of reasoning to this tenant's input.
- 5.1.10 1 tenant felt that he should be allowed to use his air-rifle in his garden without seeking permission from the council as suggested in the proposed agreement. As a responsible gun owner and user, this tenant felt that this was unfair in the context of owner / occupying neighbours that did not need such permission from the Council. Taking this into consideration, this comment was upheld. The proposed tenancy agreement now simply states that air-weapons must not be used to cause or threaten

to cause a nuisance to others; removing the requirement to seek permission to own one.

- 5.1.11 1 tenant suggested that it should be the responsibility of the council rather than tenants to change lightbulbs. Such home maintenance has always been the tenant's responsibility and the new agreement simply offers clarity on this point rather than making any substantive change.

5.2 Further development post tenant consultation.

5.2.1 Following input from officers and elected members the opportunity was taken to make further variations / additions to the tenancy agreement to make reference to relevant legislation and to offer some clarification or advice on common tenancy related issues or policies.

5.2.2 On the 15th of June 2016, this report was considered by the Improving Places Select commission. The members of the Commission asked various questions to improve their understanding of the rationale and operation of the tenancy agreement. They also made a small number of suggestions for variation and these have been included in the agreement, with the exception of one proposal that the Tenancy Agreement should require tenants to install curtains. This was felt to be outside the remit of the Agreement.

6. Timetable and Accountability for Implementing this Decision

- 6.1 If ratified, the formal Notice of Variation will be issued in the week commencing 1st August 2016; replacing the outgoing agreement with effect from the 12th September 2016. From this time all Council tenants will be bound by the terms and conditions of the new tenancy agreement. It will not be necessary to ask current tenants to sign the new document, however going forward; new tenants will be required to sign the latest version from 1st August 2016.

The steps for the completion and implementation of the new tenancy agreement are as follows:

Stage 1	Tenants Handbook 'A Guide to Your Home' amended to reflect new Tenancy Agreement'	June/July 2016
Stage 2	Final draft of Tenancy Agreement approved by Dave Richmond and Strategic Director	20 th May 2016
Stage 3	SLT deadline	24 th May 2016
Stage 4	SLT	31 st May 2016
Stage 5	Update IHMS record maintenance / customer management / document templates	June-Dec 2016
Stage 6	Deadline for Scrutiny	6 th June 2016
Stage 7	Scrutiny – Improving Places Select Committee	15 th June 2016
Stage 8	Cabinet deadline	6 th July 2016
Stage 9	Cabinet decision making meeting	11 th July 2016
Stage 10	Statutory Variation notice served with new agreement and handbook (4 weeks' notice required)	w/c 1 st Aug 2016 (TBC)
Stage 11	New Tenancy Agreement 'go-live' date	12 th Sept 2016 (TBC)

7. Financial and Procurement Implications

- 7.1 Tenants will receive a notice of Variation to their tenancy agreement and a revised Tenants handbook. A budget has been identified within the Housing Revenue Account to meet the cost of these changes. The estimated total cost including the consultation with Tenants is £60,000. Extra capacity has been built into the IHMS project so that the changes introduced by the new agreement can be built into the test environment.

8. Legal Implications

- 8.1 Section 103 of the Housing Act 1985 provides a procedure to allow the Council to vary existing residential tenancy agreements. The procedure involves serving a preliminary notice on all tenants setting out the intention to make the proposed changes; giving details of the proposed changes and their effect, and inviting comments from tenants within a reasonable time period. The Council must consider any comments received from tenants within the specified timescale. The Council can implement the proposed changes by serving a notice of variation on all tenants giving information as to the nature and effect of the proposed changes and the date on which they will take effect. The date must not be less than 4 weeks from the date the notice of variation is served.

9. Human Resources Implications

- 9.1 There are no HR implications brought about by the new tenancy agreement.

10. Implications for Children and Young People and Vulnerable Adults

- 10.1 The new Tenancy Agreement and accompanying handbook clarify how new legislation such as the ASB, Crime and Policing Act 2014 introduces absolute grounds for possession. These grounds introduce a lean process to the ending of tenancies for those households that commit Anti-social Behaviour. Highlighting the robustness of the new legislation and its use by Rotherham Council will act both as a deterrent to perpetrators and reassure victims and witnesses that such issues will not be tolerated by the Council.

11 Equalities and Human Rights Implications

- 11.1 The proposed agreement, as with the outgoing version, underpins Article 8 of the Human Rights Act 1998 and seeks to protect the individual's right to a private and family life. While the proposed agreement addresses legislative changes it also supports this article by defining how such new legislation will be used by the council to protect the private and family lives of residents.

12. Implications for Partners and Other Directorates

- 12.1 The new Tenancy Agreement continues to define the relationship between the Council and its tenants. This includes maintenance work, support and enforcement as well as the expectations of each party by the other. External partners such as South Yorkshire Police operate closely with housing officers and together can utilise the tenancy agreement to deal with neighbourhood issues. There are no implications for other directorates.

13. Risks and Mitigation

- 13.1 Key risk areas that will need to be carefully managed are:

13.1.1 Project scope – There has been slippage to the timeline agreed in the initial DLT report dated 21st December 2014; in particular since the close of the consultation period in February 2015 where overall completion was agreed as being May 2015. Notwithstanding this, the significance of this document is important as it defines the relationship between the council and its tenants. As such, the interim time has been used to add robustness to the new agreement that clarifies further the obligations of tenants. As Council resources become more stretched, the organisational culture shift from parental to one more enabling focused can be seen throughout the new agreement.

13.1.2 Ratification process – Changes to the organisational leadership offer both a barrier and opportunity to ratify the new tenancy agreement expeditiously. Agreeing the process highlighted in 6.1 offers some clarity.

13.1.3 IHMS support – The proposed agreement requires the Integrated Housing Management System to be updated to accommodate the new changes.

13.1.4 Changes to the tenancy agreement used in the consultation process – The Section 103 Preliminary Notice of Verification issued to tenants in 2014 suggested that the order in which the clauses were laid out in the new Tenancy Agreement would differ from the outgoing document (see appendix 1). These changes are as a result of the introduction of new clauses, however reordering would create a huge workload and unintended cost as templates and scripts would need to be varied on the Civica IT system. As a consequence, the order of the clauses within the agreement now mirror the outgoing version rather than what was suggested in the notice of variation. As the reordering of the clauses may cause tenants to contact the Council the rationale for this revision will be included in the formal contact with tenants.

14. Accountable Officer(s)

Approvals Obtained from:

Strategic Director of Finance and Corporate Services: - Stuart Booth (11/5/16)

Director of Legal Services: - Dermot Pearson (18/5/16)

Head of Procurement (if appropriate):- not appropriate

Alan Heppenstall

Housing Projects Coordinator

Adult Care and Housing

This report is published on the Council's website or can be found at:-

<http://moderngov.rotherham.gov.uk/ieDocHome.aspx?Categories>

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proposed Tenancy Agreement

The essence of the tenancy agreement is to define the relationship between the Council and its tenants; to establish the roles and responsibilities of both parties and to clarify the expectations of all.

A draft tenancy agreement was issued, along with the Preliminary Notice of variation (S103, Housing Act 1985) for consultation in December 2014. This consultation period closed in February 2015 during which time 545 responses were received as identified in my Cabinet report.

Following consultation it was clarified with Legal Services that proposed amendments simply added clarity to the agreement without being so overarching or significant as to warrant a second consultation process.

The clause relating to Firearms in the agreement used during the consultation process reads:

“You, and any person living at or visiting the property must not keep any firearm, shotgun, or air rifle in the property without appropriate Firearms or Shotgun certification required by legislation, including the Firearms Act 1968 and not without the consent of RMBC. You must not keep any firearm, shotgun or air rifle not requiring certification without the consent of RMBC.

You, and any person living at or visiting the property, must not discharge a firearm, shotgun, rifle, air pistol or air rifle in, or in the locality of, the property”

There are six reasons why this clause was amended:

1. Suggesting that tenants must get the consent of RMBC to keep a shotgun that does not require certification leaves the authority open to ridicule as all shotguns require certification without exception. RMBC cannot be seen to grant consent to keep an uncertified firearm or shotgun.
2. Possession of a shotgun or firearm without section 1, 2 or 5 certification is an indictable offence in its own right, for which an offender could receive a custodial sentence of up to 5 years. All indictable offences committed by tenants at the property are considered to be a serious breach of an RMBC tenancy anyway, being covered in Clause 3 (e) and likely to lead to the commencement of possession proceedings. For the same reason the tenancy agreement does not list all of the potential indictable offences tenants could commit.
3. Requiring all firearms or shotgun licence holders to have the permission of RMBC raises the question of how the Council would identify which tenants are certificate holders and therefore should seek permission. Researching this issue with David Macleod, (Assistant Manager, Firearms Licencing - South Yorkshire Police) normal data sharing protocols between the Police and Council (such the Crime and Disorder Act 1998) would not apply as such disclosures would not be intended for the prevention and detection of crime in accordance with section 115 of that Act. Normal data protection protocols would therefore prohibit the sharing of information and as a consequence, RMBC would have no knowledge as to which tenants own a licenced gun and should be applying for permission.
4. From an operational point of view, it also raises the issue of what enforcement action RMBC could take against those licence holders that refused to seek the Council's permission. The ultimate sanction of course would be to seek possession of the property through an application to the County Court. However, having spent 13 years undertaking similar enforcement action on behalf of RMBC, I understand that the Courts view the eviction process as a last course of action; reserved only for the most serious of breaches of the tenancy agreement rather than an issue of unsought permission. An unsuccessful application to seek possession would leave RMBC both financially liable for Court costs and more significantly, be damaging to the integrity and reputation of the Council to treat Rotherham residents; both tenants and none tenants, equally. Indeed, customer feedback during the consultation process raised the issue that RMBC would be seen as creating a second class citizenship by allowing those that own their homes to use air-weapons at their

property whilst discriminating against council tenants. (NB - There is no evidence of a relationship between tenure type and nuisance caused by air-weapons).

5. Some licence holders keep firearms and shotguns for sport. However others do so as part of their working life, for example as a gamekeeper or in the case of air-weapons, as a pest controller. RMBC would need to have a transparent and robust rationale behind any decision not to grant permission (irrespective of whether they are a recreational or professional user) should SYP have already found them to be fit and safe to hold a licence. Any refusal to grant permission could see RMBC in the public eye for the wrong reasons.
6. In conclusion, there is a lawful right for residents, whether tenants or owner-occupiers, to own and use air-weapons within parameters (age, location etc) without a licence; and to keep firearms and shotguns in accordance with the Firearms Act 1968. Consequently, the reputation of the Council could be called into question under Articles 8 and 14 of the ECHR which determines that there is a default position that individuals must not suffer discrimination and be allowed respect for a private and family life.

RMBC serves every resident, business and visitor in the borough and therefore needs to remain impartial and consistent in the way it interacts and legislates with tenants and none-tenants. It must follow a transparent and justifiable process that can withstand robust public scrutiny. The granting of permission to some tenants and not to others (on a 'case by case' basis) despite SYP vetting, may be open to vehement challenge by groups that represent shooters rights such as the British Association for Shooting and Conservation. This could see a judicial review of the agreement and is a fundamental reason why it is proposed that the essence of this clause be changed from gun ownership to nuisance.

Research conducted by the author, indicates that no other RSL in the UK requires its tenants to seek permission to own a licenced firearm, shotgun or keep an air-weapon. Therefore, the clause in the new tenancy agreement has been amended to:

“You, any person living at or visiting the property, must not discharge or threaten to discharge, a firearm, shotgun, bow or crossbow, air weapon (pistol or rifle) in such a way as to cause a nuisance or annoyance to other residents”

(NB – discharging (or threatening to discharge) a firearm or shotgun will lead SYP to revoke an individual's certificate and seize their guns)

Rotherham Metropolitan Borough Council

TENANCY AGREEMENT

www.rotherham.gov.uk

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Definitions

Agents	People or companies who work on our behalf.
Assign	This is transferring or giving another person the tenancy of the property.
Assured tenant	A tenant of a registered social landlord (such as a housing association) who has an assured tenancy.
Customer Contact Centres	Local council offices that are open to the public. You can find them across Rotherham.
Demoted tenancy	A secure tenancy which has reduced rights to those of an introductory tenancy because of a court order. Under certain circumstances we may apply to the court to have a secure tenancy reduced to a demoted tenancy.
District heating and hot water	This is heating and hot water that is supplied through a shared heating system and you are responsible for paying the appropriate costs. See also Service charge.
Employees	Includes any contractor, agent or anyone employed by us.
Flexible tenancy	A tenancy under section 107a of the Housing Act 1985. A flexible tenancy is a secure tenancy that lasts for a fixed period of time.
Garden	Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.
Introductory tenancy	A tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of 12 months and may then become a secure tenancy. We can ask the court to end the tenancy if we have given you a notice saying that we intend to do so and you will have less protection than a secure tenant.
Introductory tenant	A tenant of ours who has an introductory tenancy.
Lodger	A person who pays you money to let them live in part of your property and who does not have the same rights as a subtenant.
Neighbours	Your neighbours include: <ul style="list-style-type: none"> • Our other secure and introductory tenants, • Everyone living in the area near your property, including people who own their own homes, and • Housing association tenants
Partner	A husband, wife or someone who lives with you as a husband or wife. 'Partner' also includes a partner of the same sex.
Property	The home you live in, including any garden and associated outhouses but not including shared areas.
Relatives	Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nieces, step relatives and adopted children.
Secure tenancy	A tenancy under Part 4 of the Housing Act 1985. We can only ask the court to end the tenancy for specific reasons that the law sets out. As a secure tenant, you have more protection than an introductory tenant.
Service charge	This is a charge we make when we provide services for you, such as a laundry or when we clean shared areas. You must pay services charges as part of your tenancy agreement.
Secure tenant	A tenant who has a secure tenancy. An introductory tenant may become a secure tenant after the end of the trial period (12 months).
Shared areas	The parts of the building, which all tenants may use, for example, stairways, entrances, landings, shared gardens, lawns and landscaped areas. These are sometimes called communal areas.
Sublet	Giving another person the right to live in part of the property. (They are called 'subtenant' and may only be made to leave by a court order.)
Vehicle	A car, bus, lorry, motorbike, bike and so on.

We, us, our	Rotherham Metropolitan Borough Council.
Written permission	A letter from us giving you permission to do certain things.
You, your	The tenant and, in the case of joint tenants, one or all of the joint tenants.

Terms and Conditions of your Tenancy

1. Living in your Home

- (a) You must live in the property as your only or main home. If you are a joint tenant, it must be the only or main home of at least one of you. On accepting this tenancy if you own another property anywhere in the world and become a tenant due to some form of need e.g. medical need, you must take steps to sell your own property within 6 months of becoming a tenant. If no steps have been taken to sell your own property you are in breach of your obligations within this agreement.
- (b) You must tell your Area Housing Officer if you are going to be away from your home for more than four weeks. This is so we know you have not moved away permanently.
- (c) If this is your first tenancy with the Council then it will be as an Introductory tenant. As an Introductory tenant you are not allowed to take in lodgers and you will not be eligible to purchase the property under the 'Right to buy' scheme. The introductory status will remain 12 months. However the Council has the right to extend this period to 18 months in total should concerns be raised around your suitability as a tenant; for example if you, your family or visitors cause a nuisance or a disturbance to other residents in the area.

2. Rent

- (a) Your tenancy is a weekly tenancy which runs from Monday to Sunday. Your tenancy will start on the date indicated on the appropriate agreement type as shown in the Legal Contracts section of this document. The first complete weekly period starts on the date shown on your agreement which is shown in the Legal Contracts section of this document. The weekly rent and all other charges relating to the property are due each Monday, in advance. You owe us rent from the first day of your tenancy. This means that if you started your tenancy on any day other than a Monday, your first rent payment will be due on that first day of your tenancy and is worked out in proportion to the number of days in that week that you will hold your tenancy. The amount of rent for the first week, or part week, of your tenancy will be shown on your tenancy agreement found in the Legal Contracts section of this agreement. The amount of weekly rent after the first week, or part week, is also shown on your tenancy agreement in the Legal Contracts section. You must pay the weekly rent and other charges (additional rent) listed on page 19 of this agreement.
- (b) Joint tenants are equally responsible for all the rent and for any rent arrears.
- (c) We may complete credit searches in regard to prospective and existing tenants
- (d) It is your responsibility to apply for Housing Benefit if you think you may be entitled to this. It is also your responsibility to inform Housing Benefit of any changes in your circumstances that may affect your entitlement. Failing to comply with these responsibilities would be a breach of your tenancy.
- (e) If you are convicted of offences relating to fraud in regard to Housing Benefit or Council Tax benefit then you will be in breach of your tenancy agreement.
- (f) We may alter the rent and other charges on giving you proper warning of our intention (please see *Guide to Your Home* for details)
- (g) If your property has a Communal Facility and/or district heating attached to it (as identified upon tenancy sign up), then this is a mandatory charge which cannot be removed if you no longer require or use the facilities

3 Nuisance and Anti-Social Behaviour

- (a) You are responsible for the behaviour of every person living in or visiting your home. This includes your children, visitors, occupants and lodgers. You are responsible for their behaviour in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- (b) You, other residents of your home, lodgers or visitors must not behave in a way that causes or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality of your home.

Examples of nuisance, annoyance or disturbance include:

- Playing loud music at any time of the day or night (see point (c) below)
- Having the television too loud at any time of the day or night (see point (c) below)
- Loud arguing and door slamming
- Carrying out DIY or other noisy household activities late in the evening or during the night

- Dogs barking
- Dogs or other pets fouling in gardens, public spaces and streets
- Installing outside lighting that is likely to cause a nuisance to others.
- Littering, or allowing your litter, (including cigarette stubs) to blow into another person's garden or communal area
- Offensive drunkenness
- Foul and abusive language
- Rowdy or inconsiderate behaviour
- Setting fires in the garden of the property that cause heavy smoke or noxious fumes or odours
- Selling, possessing or distributing drugs; including prescription drugs that are not intended for you or members of your family; or allowing the property to be used for the cultivation of Cannabis.
- Dumping rubbish on non-official 'dump it' sites (fly-tipping)
- Playing ball games close to someone else's home or vehicle and causing them annoyance
- Using or allowing the use of unlicensed bikes and scooters at the property
- Malicious communications e.g. nuisance perpetrated over social media networks

This is not an exhaustive list.

- (c) Loud music or having the television / radio too loud is when it is audible to other households outside the boundary of your property or garden, or in shared communal areas; and is causing or is likely to cause a nuisance.
- (d) You, other residents of your home or your visitors must not harass any other person in the locality of your home.

Examples of Harassment include:

- Racist behaviour or language that offends other people
 - Using or threatening to use violence, including domestic violence
 - Using abusive or insulting words or behaviour
 - Using animals to threaten, intimidate or harass other people
 - Damaging or threatening to damage another person's home or possessions
 - Writing threatening, abusive or insulting graffiti
 - Doing anything that interferes with the peace, comfort or convenience of other people
 - Hate Crime
- (e) You, other residents of your home or your visitors must not use your home, any communal areas, or the locality, to carry out any illegal activity. 'Illegal' means any activity that the law prohibits and makes a criminal offence. If you or other residents of your home commits a criminal offence (excluding traffic offences such as speeding fines) and are found guilty by the courts a breach of tenancy will be issues for illegal activity and may result in seeking repossession of the property.
- (f) You, other residents of your home or your visitors must not cause any damage to our property or write graffiti on our property. You will be charged the cost of repair or replacement.
- (g) You, other residents of your home or your visitors must not interfere with any security and safety equipment in communal blocks, for example by jamming security or fire doors open, removing or damaging smoke/fire alarms and sensors, or letting strangers in without identification.
- (h) You, other residents of your home or your visitors must not be violent or threaten violence against any other person, whether they are living with you or in another property. You must not harass, use mental, emotional, physical or sexual abuse to make anyone who lives with you leave the home. If a person leaves the home because of domestic violence we may take action to end the tenancy.
- (i) You, other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards the Council's members, officers or agents

4 Obtaining Written Permission

When you are required to obtain our permission in this agreement you must send a written request for permission to the Council. Permission will only be given in writing. We will not unreasonably refuse permission and will give our reasons in writing if we do. Any permission may be subject to conditions. If you do not comply with any conditions, this will be a breach of your tenancy agreement.

5 Lodgers and Overcrowding

- (a) You must not take in a lodger without our prior written permission. Unless paragraph (b) below applies
- (b) If you have a Secure or Flexible tenancy you may take in a lodger provided that this does not make the property overcrowded.
- (c) You must not allow your home to become overcrowded. 'Overcrowded' means above the permitted number as detailed on page 19. If you allow more people to move into your home you are breaching the terms of this agreement.

6 Furnishings and Furniture

- (a) If you are taking a furnished property the items listed in the Inventory attached to this agreement belong to us.
- (b) You must keep the items in the inventory in good repair and condition and must pay for the cost of replacement of any item damaged (allowing for fair reasonable wear and tear) by you, members of your family or any visitors to your home.
- (c) If any of the items are stolen you must report the crime to the police and obtain a crime reference number. You must then notify the Home and Property Services Team of the theft along with the reference number.
- (d) When you terminate your tenancy you must make sure that all the furniture that belongs to RMBC remains in the property when you leave. We will conduct a visit to make sure that all the items that we provided throughout the fixed term period remain within the property.

7 Right to Buy

- (a) If you are a Secure or Flexible Tenant you may have the right to buy your home after the minimum legal qualifying period.
- (b) Certain properties are excluded from the right to buy.
- (c) Please read your Guide to Your Home for more information about your right to buy.

8 Adaptations

- (a) Any adaptations to your home to meet special needs of yourself or a member of your family are our property and are provided on licence only; examples of adaptations are given in the Guide to Your Home.
- (b) If, in the future, your household no longer requires an adapted property, RMBC has the option of providing you with alternative, un-adapted accommodation so the adapted property can be let to households in need.

9 Exchange

- (a) You may not exchange the property for a Council dwelling occupied by another tenant without obtaining our prior written permission. If you have a Flexible Tenancy, you may not exchange it for a tenancy of another Council or Housing Association (registered provider) without obtaining our prior written permission. If you have any breaches of tenancy these need to be rectified before you can apply for an exchange. If you have a Secure or Flexible Tenancy we must give you permission unless a statutory ground for refusal exists. If we refuse permission we will tell you why in writing. Details of the statutory grounds of refusal are set out in the Guide to Your Home
- (b) If you do not have a Secure or Flexible Tenancy we may give or refuse permission for any reason that we regard as proper but we will always tell you why if we refuse.
- (c) If you exchange without permission we will normally take legal action to evict you. You will not be able to return to your original home. You must not pay or accept any money, goods or services to exchange your home.
- (d) If you exchange your home with another tenant you will be required to accept your new property in the condition it is in at the time you move into it, apart from any repairs that we are legally required to carry out. This means that we take no responsibility for cleanliness, alterations, tenant's own fixtures, or the standard of decoration.
- (e) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) should be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.

10 Ending the Tenancy

- (a) When you want to end this agreement and leave your home, you must give us at least four weeks' notice in writing before you move out. This 4-week notice period must end on a Monday. This is a legal requirement.
- (b) You can request a termination form at a Customer Service Centre. The termination form must be signed by you.
- (c) If you do not give 4 weeks' notice, we will start the notice period from when you tell us you are leaving, when you hand your keys in, or when we find out that you have left. **This means that you will have to pay rent for those 4 weeks even if you no longer live in the property.**
- (d) When you are joint tenants, one tenant can end the whole tenancy by giving notice in writing.

11 Trade or Business

You must not use your home for any trade or business without first obtaining written permission from us.

12 Planning and Building Applications

You must advise the Council of any application for building regulation, planning or licensing purposes that you make if these apply to your home.

13 Vehicles

- (a) You, any member of your household, lodger, subtenant, or visitor to your property must not park, or allow anyone else to park, any car, van, caravan, trailer, motorcycle or other vehicle on any grass verge, crossover, shared area or paved or grassed area which belongs to us (including the garden areas of your home) unless it is a parking area that we have given you written permission to use. You may be charged the cost of any damage caused if you have breached this clause.
- (b) You, other residents of your home or your visitors must not do major vehicle repairs or park an untaxed or un-roadworthy vehicle on the land around your home, the road, communal parking areas, open plan areas, footpaths or grassed verges. You must not cause annoyance, nuisance or inconvenience to anyone whilst doing vehicle repairs.
- (c) You, other residents of your home or your visitors must not keep mopeds or motorbikes inside your home or in communal areas.
- (d) You, other residents of your home or your visitors must not cause a nuisance when using motor vehicles. This includes the unnecessary revving of car, motorbike and quadbike engines; causing a nuisance by parking vehicles obstructively; the sounding of car horns and the playing of music from in car entertainment systems.

14 Animals

- (a) If you live in a property with its own private, enclosed garden and access (ie, you do not share this space with another household) you may keep a cat or a dog without getting our permission, subject to the conditions below. If you wish to keep any other type of animal or more than one cat or dog you will need to request permission.
- (b) You must not keep the following animals at your property:
 - Any dog the Dangerous Dogs Act 1991 applies to.
 - Any animal the Dangerous Wild Animals Act 1976 applies to.
 - Any dangerous animal.
 - Any livestock.
 - Any animal which causes a health and safety risk in the area.
 - Any animal which is not bred to be a domestic pet

- (c) You must not keep an animal that requires outdoor space in a property which can be accessed only through a shared entrance unless it is a registered guide dog, a registered hearing dog or an assistance dog.
- (d) Where permission is required, we will not unreasonably refuse permission but will need to consider whether the welfare of any of the following may suffer should permission be granted;
 - any person living with you
 - your neighbours
 - any person visiting the property or the locality
 - the animal you wish to keep, or
 - any other animal you already own
- (e) You must ensure any animal at the property is under control so they do not cause a danger, nuisance or annoyance to your neighbours or anyone visiting the property or the locality including our staff, agents or contractors.
- (f) You are responsible for pets and animals kept at your address, including times that you are not at home, and they must not cause a nuisance or disturbance to other residents at any time.
- (g) You, your family, or anyone living with you or visiting your home must not do any of the following;
 - keep any animal at the property which requires our written permission without first getting that permission
 - keep any animals for commercial breeding purposes
 - you must immediately remove all faecal matter that any animal you keep at the property creates in your home, your garden or in the shared areas or outside the property (on roads, footpaths or public spaces such as play areas)
- (h) You, other residents of your home, or your visitors must not do or permit anything to be done which encourages wild animals or wild birds onto our property that cause or are likely to cause a danger, nuisance or annoyance to other people, or damage to property
- (i) You must inform us if you bring a pet/dog into the UK and provide evidence that the animal has received the relevant vaccinations (parvovirus and rabies virus).

15 Communal Areas

- (a) You must co-operate with the Council and your neighbours to keep any communal areas clean and free from obstructions. You must not place rugs, carpets, plants, furniture or rubbish in communal areas.
- (b) You must not park mobility scooters in communal areas unless specifically designated for that purpose
- (c) You, other residents of your home, or your visitors must use any communal areas and lifts in a reasonable manner, not causing any nuisance or annoyance to other people.
- (d) You, other residents of your home, or your visitors must not use any communal areas to store items or deposit rubbish.
- (e) You, other residents of your home or your visitors must not smoke in any enclosed communal areas

16 Dangerous Materials

You must not keep or use any flammable or other dangerous materials in your home or in any communal areas. This includes petrol, paraffin and bottled gas.

17 Repairs and Maintenance

Repairs by you;

- (a) You must keep your home in a clean and good condition and use the fixtures and fittings responsibly. This includes any garden spaces.
- (b) You are responsible for small repairs such as:
 - replacing plugs and chains to baths, wash hand basins and sink units.
 - replacing broken toilet seats,
 - replacing or repairing internal doors and cupboards,
 - replacing or repairing gates and gate latches, fences and replacing broken glass if caused by you, your visitors or other occupants

- Undertaking minor repairs and internal decoration of the property – for example filling small cracks in the plaster prior to re-decoration.

If you require assistance with minor repairs, assuming you have no other options (for example a friend or relative who could assist) the Council will seek to offer support by putting you in touch with an appropriate service provider who will for a nominal charge, or in some case for free, carry out the work that needs to be done

- (c) You are responsible for decorating the inside of your home and carrying out decorative repairs, this will include superficial plaster cracks (minor cracks that you need to fill before decorating).
- (d) You must immediately report any faults, damage or repairs that are our responsibility. You will be sent a written confirmation saying we have got your request for a repair. If you do not receive this confirmation within 7 days you must report the repair again.
- (e) When a Council officer or agent visits to inspect or carry out a repair and you are not in, a calling card will be left. You must telephone the number on the card to arrange an appointment for the inspection or repair. If you do not reply to the card within 3 days, your request for a repair may be abandoned or cancelled and you will need to report the repair again if you want it carried out. If your report indicates that there is an emergency or the fault, if unresolved may lead to further property damage we may use our rights of access under Section 16(c) of this agreement to gain entry to your home.
- (f) If a repair you have reported is not carried out, provided you have given us access to your home, you can follow the procedure set out in Section 4 of this agreement.
- (g) Any costs incurred from your failure to report a repair immediately, such as damage caused to a neighbouring property, will be your responsibility.
- (h) You must not damage, neglect or misuse your home or any of the fixtures and fittings. This includes but is not limited to, graffiti either on internal or external walls, damage to doors, kitchen cupboards and worktops, light switches and plasterwork. Any loss or damage caused by deliberate action, accident, neglect or misuse will be your responsibility. We may give you written notice to repair any damage within a reasonable time. If you fail to complete this work, we may enter your home, carry out the repair and recharge the cost of this to you. If you ask us to carry out such a repair you will be charged the cost of this. Action may be taken to repossess your home if you cause any such damage.

Repairs by us;

- (i) We are responsible for repairs that we are by law required to carry out. These are explained more fully in the *Guide to Your Home*.
- (j) The Council will not repair or maintain anything, which you are entitled to remove from the property, or anything, which you have installed (unless the Council has agreed to repair the installation in writing).
- (k) The Council will not repair any unauthorised alterations or improvements that you have made unless the repair is necessary for health and safety reasons. If this happens, you will have to pay for the cost of the repair.
- (l) The Council must carry out your repair within a reasonable time and you must provide access for the work to be done.
- (m) The Council will decorate the exterior of your home, and communal areas, as part of a rolling programme of decoration. You will not be reasonably refused permission to decorate the exterior of your home yourself.
- (n) The Council must clear up after a repair.
- (o) You have been issued with an asbestos survey and leaflet, 'A Tenant's Guide to Asbestos' which relates to this property; Review the information given on Asbestos to be aware of where it may be located in your home. Do not scrape, sand, drill, knock holes in or take apart any materials that contain (or which you think may contain) asbestos. Under no circumstances alter or remove asbestos yourself. It is not reasonable or necessary for the Council to remove all asbestos materials from every building. If the asbestos material is in good condition and cannot easily be damaged it is best left alone.

18 Right to Repair

Under this scheme, you may be entitled to ask for a different contractor to carry out the work if it has not been done by the date specified in our service standards. If your repair is still not done you may be entitled to compensation. This provision will only apply to certain eligible repairs. Additional information on the scheme is available in the Guide to your home.

19 Garden

- (a) You must keep your garden, balcony and any garage or outbuildings (if you have any) in a good, tidy and safe condition and free from rubbish and weeds. This includes cutting the grass and trimming hedges if they exist at the property.
- (b) You must not place/store household items or furniture in your garden, balcony or communal areas (e.g. sofas, fridges). If you fail to do this, we may carry out all the necessary clearance work and recharge you for doing this.
- (c) You must not put up, change or demolish a shed, greenhouse or garage or any other structure in your garden or shared areas without our written permission. We will not be responsible for the repair or maintenance of any shed, greenhouse or garage you have erected or that you have agreed to maintain at the point of sign-up for the property.
- (d) You are responsible for the maintenance of any trees in the garden of the property; however you must ask for permission to remove or cut down any tree in your garden.
- (e) You must not plant any tree or shrub which may cause damage to your or your neighbours' properties.
- (f) You must not alter the boundary of your property without our written permission. This includes putting up any fence, hedge or boundary wall beyond the curtilage of the property, or altering the pedestrian or vehicular access at the property.
- (g) You must remove household waste promptly and not deposit or allow rubbish to accumulate in your garden or on pathways.
- (h) You must not erect fences, walls or gates without written permission. We will not be responsible for the repair or maintenance of fences you have erected. We are unlikely to agree to you fencing off garden space if your home is part of a landscaped scheme for older people.
- (i) You must obtain written permission to construct a fishpond, swimming pool, water feature or similar structure in your garden. You may be required to remove any such items at the end of your tenancy at your own expense or be re-charged the cost of our doing this.
- (j) You must not park any caravan, trailer, boat on communal parking areas, grass verge, garage site or on your garden without first getting our written permission.

20 Lost Keys

You are responsible for the cost of replacing keys and changing the locks if your keys are lost. This includes window locks. If all door and window lock keys are not handed in at the end of your tenancy you will be charged for the locks to be changed. Please contact the Council for advice.

21 Access

- (a) You must allow our officers or agents into your home to inspect and carry out servicing, repairs and improvements; to inspect our furniture and furnishings if you have a furnished letting; service equipment and (where necessary) install and/or read meters. **You should ask to see some official identification before letting anyone into your home who claims to be there on our behalf.**
- (b) If you do not allow access, you will be given 24 hours written notice of our intention to enter your home. After this time you must allow entry. If you do not let us in we may take legal action to enter your home or end your tenancy, and you may have to pay the cost of this. We may also prosecute you for obstruction.
- (c) Our officers or agents may enter your home without giving notice if, in their opinion, entry is necessary because of an emergency. When we need to force our way into your home the local Police will be notified and, when appropriate, a request for assistance will be made.
- (d) You or other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards our elected members, officers, agents, volunteers working on our behalf.

- (e) You are requested that you and any members of your family and visitors do not smoke in the presence of our officers or agents whilst they are attending your property.
- (f) Paragraphs 18(a) to 18(e) apply equally to employees or agents of gas, water and electric companies with supplies serving the dwelling so far as it is needed to allow us to meet our obligation as landowner.

Re-entry

We may re-enter the property (or any part of the property) at any time after any of the following:

- (a) Any rent is unpaid for twenty-one days after becoming payable whether it has been formally demanded or not
- (b) Any breach of any condition of this tenancy agreement has occurred
- (c) An act of insolvency on the part of the tenant.

If we re-enter the property (or any part of it) in line with this clause, the tenancy agreement will end immediately without prejudice to any right or remedy of the Council in respect of any breach of the tenancy agreement by the tenant.

22 Improvements and Alterations

- (a) If you are an Introductory Tenant you do not have a statutory right to make improvements to our property although we may allow you to carry out certain alterations or improvements to your home but you must first get our written consent. If you are a Secure Tenant we may allow you to carry out certain alterations or improvements to your home but you must first get our written consent.

We will not unreasonably refuse your request but you may also need other permissions (for example planning permission and/or buildings regulations approval).

- (b) You must get permission to carry out the following, or other similar work:

- Decorating the outside of your home.
- Any structural alteration, improvement, or addition to the building, including the removal or replacement of doors, the construction of door arches or the replacement of fireplaces.
- Any alteration to the internal layout of the property, adding partitions, removal or alteration of non-structural partitions
- Any change to the fixtures and fittings or additions to the fixtures and fittings of your home including bathroom or kitchen fixtures and fittings and TV aerials, satellite dishes and antennae's.
- Building a garage or shed or other large structure in your garden.
- Laying a drive and/or car parking space.
- Laying a patio or path or building a decking area
- Installing a shower, central heating or gas fire.
- Artexing ceilings. Please note the artexing of walls is not allowed.
- Install any CCTV Monitoring cameras or other surveillance equipment
- Installation of new flooring including laminate flooring.

This list does not state every type of alteration you must get permission to do. If you are not sure then you must contact the Council Please contact the Council before carrying out any work.

- (c) You must obtain any necessary building regulation approval or planning permission before you start work. This includes consent from our Highways department for the construction of a dropped kerb.
- (d) If you do not get written permission from us for any of the above work, before you start work, you may be required to return the property to how it was before. If you do not we may carry out the work and charge you for it, or we may take action to end your tenancy.
- (e) We are not responsible for the repair or maintenance of installations fitted by you unless this has been agreed in writing.

23 Insurance

Our insurance does not cover any of your furniture or possessions or any damage you cause. You are advised to obtain your own contents insurance cover. You are also advised to obtain "tenants' liability" insurance to insure you against the cost of damage you may accidentally cause to your home.

The Council offers its own Tenants Contents Insurance for all Council Tenants at a small charge.

24 Keeping and Using Fire Arms

You, any person living at or visiting the property, must not discharge or threaten to discharge, a firearm. Shotgun, bow or crossbow, air weapon (pistol or rifle) in such a way as to cause a nuisance or annoyance to other residents.

25 Transfers

If you have breached the terms of your tenancy agreement you will be unable to register to transfer to, or transfer to, another RMBC property until the breaches have been rectified.

26 Succession

For tenancies agreed after 1 April 2012, statutory succession is limited to a spouse or civil partner, living in the premises, as their only or principle home, with the deceased tenant at the time of death. Where there is no spouse or civil partner in occupation, RMBC may grant succession to the following family members as long as, the family member was living with the deceased tenant at the time of death and occupying the premises as their only principal home for the previous twelve months and no previous successions have taken place:

- people who have given up their council tenancy to care for the deceased tenant
- parent
- grandparent
- child, if the child is over 18 years of age at the date of the tenant's death
- grand-child
- brother or sister
- uncle or aunt, and
- nephew or niece

For the purpose of this provision the stepchild of a person shall be treated as their child

27 Notices

We can serve any notice on you under this tenancy by leaving it at the property. You can deliver any notice to us via Riverside House, Main Street, Rotherham. S60 1AE.

28. At the end of the tenancy – your rights and obligations

- (a) All keys to the property must be handed in to the Council offices before 12 noon on the day the tenancy ends. If you do not do this we will charge you further rent and any other reasonable costs.
- (b) The property must be left in a clean condition, clear of all rubbish, and free of your furniture and possessions. You must leave all fixtures and fittings intact and in the condition they were in at the start of the tenancy, except for fair wear and tear. You must allow RMBC and other agencies reasonable access to the property, including during the termination period, so that inspections and surveys can be carried out. Where necessary, you must allow RMBC to carry out minor repairs where these have been identified
- (c) If you do not comply with a or b above and you are 'transferring' to another social rented property, we will not allow your transfer to take place.
- (d) We will take steps to recover from you any reasonable costs we incur in:
 - Replacing or repairing any missing or damaged items

- Replacing or repairing any alterations which do not comply with relevant regulations
 - Replacing or repairing any alterations for which we did not give our written consent
 - Meeting all reasonable removal and/or storage charges when items are left in the premises after the termination date
 - Cleaning the property.
- (e) We will remove any items left in the premises after the termination date and we will dispose of them and you will be liable for our reasonable costs of disposal.
- (f) In the event of your death, your next of kin or executor must notify us in writing of your death and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate the tenancy may incur further costs against your estate including unpaid rent.
- (g) If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.

29. Flexible Tenancies - Ending your tenancy during the course of the fixed term (Break Clause) – your rights and obligations

- (a) You may terminate this tenancy agreement during the fixed term by serving a break notice on us at least four weeks before the break date or any other period that may be agreed between us.
- (b) The break notice shall be of no effect if, at the break date stated in the break notice:
- You have not paid any part of the rent which was due to have been paid in respect of the tenancy
 - Vacant possession of the whole of the property is not given
 - You are in breach of any of the terms of the tenancy agreement relating to the state of repair and condition of the property.
- (c) We may agree to waive the requirement of clause 29b above.
- (d) Subject to clause 29b above, following the service of a break notice this tenancy agreement shall terminate on the relevant date.
- (e) Termination of this tenancy agreement on the break date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this tenancy agreement.
- (f) If you end your tenancy then, within fourteen days after the break date, we will refund to you the proportion of the rent paid in respect of the period from and excluding the relevant break date up to and excluding the next rent payment date. This will be calculated on a daily basis.

30. Introductory and Secure Tenancies - Ending your tenancy– our rights and obligations

- (a) We will not interfere with your rights to occupy your home unless you breach any of your obligations within this agreement, or if the matters set out in Clause 17 of this agreement apply
- (b) We cannot bring your tenancy to an end without first serving a notice of seeking possession, telling you why we are seeking to possess your home. The tenancy can only be ended if we prove one of the grounds of possession set out in the Housing Act 1985 or Housing Act 1996.
- (c) If you are joint tenants, you are both (all) responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent.

31. Flexible Tenancies - Ending your tenancy during the course of the fixed term – our rights and obligations

- (a) We will not interfere with your rights to occupy your home within the fixed term of the flexible tenancy agreement, unless you breach any of your obligations within this agreement, or if the matters set out in Clause 17 of this agreement apply.
- (b) During the fixed term of the tenancy agreement, we cannot bring your tenancy to an end without first serving a notice of seeking possession, telling you why we are

seeking to possess your home. The tenancy can only be ended if we prove one of the grounds of possession set out in the Housing Act 1985 or Housing Act 1996.

- (c) If you are joint tenants, you are both (all) responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent.

32. Flexible Tenancies - Ending your tenancy at the end of the fixed term – our rights and obligations

- (a) We will begin to review your flexible tenancy 12 months prior to the end of the fixed term to determine your household's future housing need. We will decide whether to grant you a further flexible tenancy, and if so whether that will be a flexible tenancy of the property or whether we grant you a permanent secure tenancy for a smaller property. We will write to you to tell you the outcome of the review.
- (b) If we are not going to grant you a further flexible tenancy, we will give you at least six months' notice that the tenancy is coming to an end. A further notice will be sent to you at least two months prior to the end date. We will make it clear that we do not propose to grant another tenancy and the reason for that decision.
- (c) You have a right to request a review of our decision not to grant a further flexible tenancy but only where our decision does not accord with our published tenancy policy. Such a request should be made to the Housing Manager within 21 days of the date of our written decision. The review will be conducted by someone senior to the maker of the original decision, who was not involved in that decision.

33. Moving out of the property

- (a) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) must be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.
- (b) You will have to pay for the repair or replacement of any items damaged deliberately or because you have neglected or misused them. You will have to pay for the repair, replacement or re-instatement of any unauthorised alterations you have made to your property.
- (c) Council officers or agents of the Council will make an inspection of your property before you leave your home and again as soon as possible after we know you have left. You must agree a convenient time for your home to be inspected before the end of the tenancy.
- (d) All keys must be returned to a Customer Service Centre no later than 12:00 noon on the day that your tenancy ends. You are liable for additional rent if the keys are handed in after 12:00 noon.
- (e) You must remove all your belongings when you move out. This includes floor coverings, rubbish, and light fittings. If you leave anything behind we will immediately remove and dispose of any rubbish or perishable items and you will be charged for the cost of this, together with any storage charges incurred.
- (f) If your tenancy ends because you die, then the payment of any outstanding monies owed will be sought from the proceeds of your estate.

34 Make the most of your Guide to Your Home

Your Guide to Your Home is very important document which will help you manage your tenancy agreement. It contains useful information about your rights and responsibilities as a tenant and the council's rights and responsibilities as a Landlord. We recommend all tenants keep a copy within their property to refer to.

Tenancy Agreement – Introductory/Flexible Tenancy

This Agreement is a legal contract made between:

1. “We, our, us”, ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. “You, your” [INSERT NAME OF TENANT(S)]

.....
This Agreement creates an INTRODUCTORY TENANCY/FLEXIBLE TENANCY in respect of the dwelling-house or flat at (the property):

.....
Your INTRODUCTORY TENANCY will commence on

Your INTRODUCTORY TENANCY will automatically become a FLEXIBLE TENANCY on (1 year later) unless before that date the period of your INTRODUCTORY TENANCY is extended by us or possession proceedings have been commenced by us against you.

If the period of your INTRODUCTORY TENANCY is extended by us then your FLEXIBLE TENANCY will commence upon the expiry of the extended period of your INTRODUCTORY TENANCY unless before then possession proceedings have been commenced by us against you.

Your FLEXIBLE TENANCY will be a fixed term tenancy of years expiring on

You must read the following notes before reading any other part of the Agreement

1. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC’s Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured

tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.

- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

2. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year.

Your tenancy will usually become a Flexible Tenancy on the date mentioned above unless we extend it (please see your copy of RMBC's Guide to Your Home for details of extending Introductory Tenancies).

3. Flexible Tenancy

Your Flexible Tenancy is a tenancy under section 154 of the Localism Act 2011. Under the terms of this Agreement you will have the right to live in the property for the fixed term as stated in this Agreement.

We cannot evict you during this fixed term without first obtaining a possession order from the Court.

Tenancy Agreement – Flexible Tenancy

This Agreement is a legal contract made between:

1. “We, our, us”, ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. “You, your” [INSERT NAME OF TENANT(S)]

This Agreement creates a FLEXIBLE TENANCY in respect of the dwelling-house or flat at (the property):

.....
.....

Your FLEXIBLE TENANCY will commence on

Your FLEXIBLE TENANCY will be a fixed term tenancy of years expiring on

You must read the following notes before reading any other part of the Agreement

1. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC’s Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be a Flexible Tenancy.

The type of tenancy that is created by signing this document is mentioned above.

- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

2. Flexible Tenancy

Your Flexible Tenancy is a tenancy under section 154 of the Localism Act 2011. Under the terms of this Agreement you will have the right to live in the property for the fixed term as stated in this Agreement.

We cannot evict you during this fixed term without first obtaining a possession order from the Court.

Tenancy Agreement – Introductory/Secure Tenancy

This Agreement is a legal contract made between:

1. “We, our, us”, ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. “You, your” [INSERT NAME OF TENANT(S)]

.....
This Agreement creates an INTRODUCTORY TENANCY/SECURE TENANCY in respect of the dwelling-house or flat at (the property):
.....
.....

Your INTRODUCTORY TENANCY will commence on

Your INTRODUCTORY TENANCY will automatically become a SECURE TENANCY on (1 year later) unless before that date the period of your INTRODUCTORY TENANCY is extended by us or possession proceedings have been commenced by us against you.

If the period of your INTRODUCTORY TENANCY is extended by us then your SECURE TENANCY will commence upon the expiry of the extended period of your INTRODUCTORY TENANCY unless before then possession proceedings have been commenced by us against you.

You must read the following notes before reading any other part of the Agreement

2. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC’s Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.
- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

3. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year.

Your tenancy will usually become a Secure on the date mentioned above unless we extend it (please see your copy of RMBC's Guide to Your Home for details of extending Introductory Tenancies).

5. Demoted Tenancies

If your tenancy is a Secure Tenancy the Court may make it a Demoted Tenancy if we can prove that the grounds for doing so exist and it is reasonable for the Court to make a Demotion Order. If an order is made your tenancy will become a DEMOTED TENANCY for a period of usually one year, after which period your Secure Tenancy is restored. You will still have to comply with all of the obligations of a tenant whilst you are a Demoted Tenant, but your statutory rights will be less. Your statutory rights and obligations under a Demoted Tenancy are explained in the Guide to Your Home.

6. Common Law Tenancy

Whatever tenancy you have at any particular time you will lose most of your statutory rights if you cease to occupy the Property as your only or main home. During any period that you (or at least one of you if you are joint tenants) do not occupy the Property as your only or main home we may end your tenancy by giving you notice to quit complying with the Protection from Eviction Act 1977, and you will have no right to exercise any right to buy that you might otherwise have. In this Agreement we call the type of tenancy that you will have during any period that you do not occupy the Property as your only or main home a COMMON LAW TENANCY.

Weekly Rent and Additional Rent

Rent and all other charges relating to the property are due weekly (in advance).

From time to time we will change your rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts.

The rent per week is £ _____

If your tenancy starts on any day other than a Monday, your first rent payment will be due on the first day of your tenancy and is worked out in proportion to the number of days in that week.

Therefore, your first week's rent will be: £ _____

Additional Rent (List other charges that the tenant must pay under this Agreement)

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Any increases or changes in these amounts will be notified to you as set out in the Guide to Your Home.

Additional Payments

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Rent Allowances

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

PERMITTED NUMBER OF OCCUPANTS -----

Declaration to be signed by all tenants

- I confirm the information given in the Housing Register application form by me/us was and still is true.
- I have not withheld any information that may affect the application.
- I understand that if I have knowingly given false or incomplete information the Council can take action to end this tenancy.
- I agree to accept the tenancy of _____ on the terms and conditions set out in this tenancy agreement.
- I acknowledge receipt of _____ keys for the property and agree to return all keys when the tenancy ends.
- I acknowledge receipt of a copy of this agreement.
- I understand the obligations set down in this Tenancy Agreement.
- I acknowledge receipt of the Guide to Your Home which contains important information about my tenancy and my statutory rights.
- I understand the additional information about my Tenancy Agreement given in the Guide to Your Home.
- I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparison for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds.

Signed on behalf of the Council by

Signed _____ Dated _____
(Duly authorised Officer)

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Declaration to be signed by tenants on District Heating Schemes

I / We [INSERT NAME OF TENANT(s)]

.....
The tenant(s) of [INSERT PROPERTY ADDRESS]
.....
.....
.....

In the Metropolitan Borough of Rotherham agree to pay for my / our heating/hot water charges and understand that failure to do so would constitute a breach of my/our tenancy agreement.

These charges are subject to change due to the increase in fuel and maintenance costs and the Council will give written notice of any such increase. Please be aware that heating costs will not be covered by Housing Benefit payments.

If I/we don't make the necessary payments this is counted as a debt to my rent account and the council will take steps to recover the outstanding amounts

Signed on behalf of the Council by

Signed _____ Dated _____
(Duly authorised Officer)

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

To: The Landlord: **Rotherham Metropolitan Borough Council**
of: Neighbourhoods and Adult Services, Riverside House, Main Street, Rotherham, S60
1AE

Guarantee

IN CONSIDERATION of your having agreed at my request to accept ('the Tenant') as the tenant of ('the Property') upon the terms of an Introductory Tenancy Agreement dated ('the Introductory Tenancy Agreement') at the rent of £..... per week ('the Rent') payable in advance.

NOW, I (name of guarantor) of
..... (address)

1. I UNDERTAKE to use my best endeavours to support the tenant by guiding and advising the Tenant as to his rights and responsibilities under the Tenancy Agreement
2. GUARANTEE the payment by the tenant to you of the Rent and performance and observance by him of the terms of the Introductory Tenancy Agreement upon the following conditions;
 - 2.1 If the Tenant defaults in the payment of the Rent for the period of four weeks in aggregate, I will upon a written request by you promptly pay you the four weeks' rent that is in arrear together with such additional rent as may be due and payable to the Landlord until the Tenant's rent is no longer in deficit.
 - 2.2 If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, I will pay to you all losses, damages, expenses and costs that you shall be entitled to recover by reason of his default, to the extent to which you are unable to recover them from the Tenant.
 - 2.3 This Guarantee shall continue only from the date hereof until the (The Tenant's 18th Birthday) and extend to the acts and defaults of the Tenant and any member of his family, any other person lawfully occupying the Property with the Tenant and any visitors to the property during that period, but during that period it shall not be revocable or discharged by my death or by the death or bankruptcy of the Tenant.
 - 2.4 Without prejudice to clause 2.3 above this Guarantee shall not be discharged by your giving the Tenant time in which to meet his rent or other indulgence in respect of his obligations under the Tenant Agreement.
 - 2.5 If the Tenancy Agreement is assigned with your consent or is termination by agreement or by re-entry or disclaimer or otherwise, all future liability on my part shall cease.

Dated:

..... (*signature of guarantor*)

Furnished Tenancy Agreement

Date of Agreement: _____

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

Inventory of contents ordered: _____

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

I am aware that there will be an additional charge of £.....pw starting from..... and I agree to the terms and conditions of the Furnished Homes Scheme as stated in section 6 of this agreement.

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Furnished Tenancy Agreement (2)

Date of Agreement: _____

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

Supplementary inventory of contents ordered: _____

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

I am aware that there will be an additional charge of £.....pw starting from..... and I agree to the terms and conditions of the Furnished Homes Scheme as stated in section 6 of this agreement.

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____