

13<sup>th</sup> draft – 18<sup>th</sup> October 2018

# Your tenancy agreement

Effective from

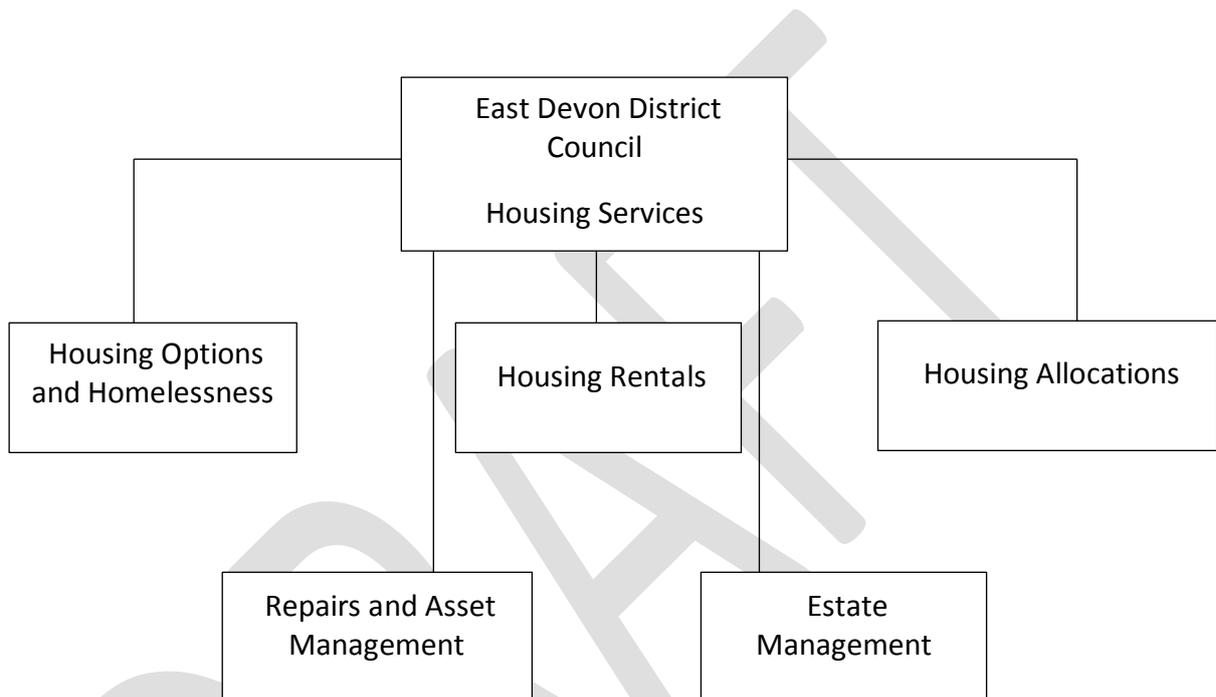
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# 1 Introduction

Please read this agreement carefully before accepting the tenancy. This is a tenancy agreement and the Council is the landlord and “you” is/are the tenant(s). The tenancy agreement sets out the rights and responsibilities you have as a tenant and we have as your landlord.

This agreement covers the services provided by East Devon District Council as the Housing Authority as set out in the table below:



By signing this agreement you are entering into a legally binding contract with East Devon District Council. If there is anything which you do not understand you can ask us to explain this to you by contacting a member of the Housing Allocations team, Estates Management team or reading the Tenancy Handbook which is full of helpful advice on the conduct of your tenancy. You can get independent advice from the Citizens Advice or a solicitor.

This tenancy agreement is used for:

- Introductory tenancies
- Secure tenancies
  - Flexible (fixed term)
  - Periodic (weekly)

Your offer of tenancy letter will tell you which type of tenancy you have.

If you are joint tenants each of you is responsible for complying with all the conditions set out in this agreement. Even if one tenant leaves the property, the onus remains on all the tenants to keep to these conditions, including the ones requiring payment of rent and other charges.

Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living in or visiting your home. This includes children.

In some circumstances additional conditions may apply to your tenancy. These may apply to particular types of properties including housing for older people and flats. We will tell you about these special conditions in your offer of tenancy letter.

The property is inspected before it is let to you and all necessary repairs to our fixtures and fittings will have been completed. The property is let free of furniture and possessions.

The tenancy includes the use of any communal areas for all proper purposes in connection with the use and enjoyment of the property.

We talk about your 'tenant handbook' in this tenancy agreement. The handbook provides more information about your tenancy and is designed as an easy reference guide but does not form part of the tenancy agreement.

At the back of this agreement there are some key contact details (section 11) and a list of definitions (section 12) explaining some of the terms we use.

If you wish to end your tenancy or serve notice on East Devon District Council relating to anything to do with your tenancy, please deliver it or send it to:

**East Devon District Council**  
**Housing Services**  
**Blackdown House**  
**Border Road**  
**Heathpark Industrial Estate**  
**Honiton**  
**EX14 1EJ**

## **2 About the type of tenancy you have**

### **2.1 Introductory tenants (Section 124 of the Housing Act 1996)**

Your introductory tenancy will last for 12 months from the date when the tenancy started. At the end of this period, if you have not broken any of the conditions of your tenancy, it will become either a periodic or flexible tenancy. You will have been told which applies to you when you are offered the introductory tenancy.

If during your introductory tenancy you break any of the conditions of your tenancy we may take action to end your tenancy and it is possible that you will be evicted from your home, this includes where the household circumstances may change and you under occupy the property. We have the discretion to extend the introductory tenancy for a further 6 months. We will serve a notice of extension on you if we propose to do so at least 8 weeks prior to the introductory tenancy becoming secure. You have the right to seek a review of any decision we take to extend the introductory tenancy.

As an introductory tenant you do not have security of tenure within the meaning of Section 79 of the Housing Act 1985.

Introductory tenants do not have as many legal rights as secure tenants. Details of your rights under this agreement are set out in Section 5, but as an introductory tenant you do not have the right to:

- Exchange your property
- Buy your property
- Take in lodgers
- Sublet your property
- Make improvements to your property.

## **2.2 Flexible tenants (Section 154 of the Localism Act 2011)**

A flexible tenancy under Section 154 of the Localism Act 2011 is for a fixed term. The length of this fixed term is set out in your offer of tenancy letter.

During the fixed term we will not interfere with your right to live in the property unless you break any of the conditions of your tenancy. If we need to take legal action to end your tenancy because you have broken any of the terms of your tenancy agreement we cannot evict you from your home without a court order agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

If you part with possession of your property or cease to occupy it without our permission then we will serve a break notice on you which ends the tenancy.

We will begin to review your flexible tenancy at least 12 months prior to the end of the fixed term. We will write and tell you the outcome. If we decide not to renew your tenancy we will give you at least 6 months' notice of our decision.

## **2.3 Secure tenants (Housing Act 1985)**

A secure tenancy does not have an expiry date. If you have a secure tenancy we will not interfere with your right to live in your home unless you break any of the conditions of your tenancy agreement. If we need to

take legal action to end your tenancy we cannot evict you from your home without a court order agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

## **3 Grounds for possession of your home**

### **3.1 The right to live peacefully in your home**

We will not interfere with your right to live peacefully in your home unless one of the following applies:

- You break any conditions of the agreement. If you do we can take legal action to either make you meet the conditions or pursue a court order to evict you.
- You find another home or you stop using the property as your only or principal home.
- You or a person acting on your instigation has given false and misleading information to get the tenancy
- We need to carry out redevelopment or major repairs to the property or surrounding area, which we cannot do unless you move out.
- You fail to give access to allow us to carry out our legal duty to undertake an annual safety inspection of our gas appliances
- You are living in a property which is one of a group let to people with special needs, or which we built or adapted for a person with a disability, and:
  - You no longer need that type of home, and
  - We need the property for someone else with special needs.
- There is any other reason under the Housing Act 1985, Housing Act 1996 or any future law which allows us to get involved, for example anti-social behaviour linked to your property.
- We need access to your home to inspect or carry out repairs, servicing, or other work to your property or an adjoining property.
- We intend to carry out redevelopment or major repairs to your home which we cannot do unless you move out. We will offer you a suitable alternative property for the duration of the repairs.
- The fixed term of the tenancy comes to an end. See clauses 7.2.3 and 7.3.1.

### **3.2 For introductory tenancies only**

We can repossess the property by giving you a written notice of seeking possession. This will specify the date not less than four weeks from the notice when we will apply to the court for a possession order. However in cases of antisocial behaviour we can start legal proceedings at any time

after the service of the notice of seeking possession. If you remain in the property after this date we are entitled to a court order to evict you.

The tenancy can only be ended if:

- We prove one of the grounds of possession provided for at Schedule 2 to the Housing Act 1985 (as amended), and
- The court considers our actions reasonable and gives a possession order.
- You are evicted from the property because of the possession order or you have breached the terms of any suspension or postponement.
- You have lost your security of tenure because you have sub-let the property without our permission, you have parted with possession of the whole property, or the property is not your only or principal home.

***For flexible tenants this only applies during the length of the fixed term and not at the end of the tenancy.***

## **4 Your responsibilities**

### **4.1 Act responsibly and respect the property**

You must act in a responsible manner at all times and have respect for the property, the surroundings, the neighbours and our officers, agents and contractors. These responsibilities and obligations apply to you, members of your household and any other person living or visiting your home including children.

You may not be given another Council home in the future if:

- you are evicted for a breach of this agreement
- you have abandoned your home
- you still owe rent
- you leave the home in poor condition and have not paid for repair or replacement of damaged items.

### **4.2 Pay your rent and other charges**

#### **4.2.1 You must pay your rent**

You must pay the weekly rent, and any other charges made for your home, in advance. Payment is due on the first Monday of each week. Any other charges may include, but are not limited to, water, sewerage, heating, and charges for support services.

Rent payments can also be made fortnightly, monthly or four weekly by prior arrangement with us. Please contact the Housing Rental team. Please note that when paying rent, all payments must be paid in advance or four weekly if we agree to such an arrangement, agreement for which must be sought in advance.

#### **4.2.2 Service charges**

With certain tenancies charges may be made for services we provide. We will tell you about any that apply in the tenancy offer letter and grant of tenancy declaration. For example, if your property is classed as supported housing you are required to pay support charges made up of an alarm service charge, a housing management charge and a support charge.

#### **4.2.3 Court proceedings for rent arrears**

If you do not make all your payments on time, or fall into arrears, we can apply to the County Court for a possession order to gain possession of your home. You may be evicted or the court may make a suspended possession order on terms which you must strictly comply with or we can seek your eviction by the issues of a bailiff'.

If you are an introductory tenant we must follow the mandatory introductory tenancy procedure before we commence court proceedings as required by s128 Housing Act 1996.

#### **4.2.4 Apportioning outstanding debts first**

If you have any outstanding charges, either from a previous tenancy or as a result of a breach of a tenancy condition which we have resolved on your behalf, we will apportion any incoming payment to prioritise these debts (pay them off first). We will write to you and tell you how much you owe us and how your payments will be structured.

#### **4.2.5 Joint tenants jointly and individually responsible for rent arrears**

If you are a joint tenant you are jointly and individually responsible for all of the rent, charges and any arrears. This means that we can ask any individual joint tenant to pay the full amount due and recover any arrears or unpaid sums owed for your property. We will not split the charges between you.

#### **4.2.6 Deductions of outstanding charges from accounts in credit**

If your rent account goes into credit we may deduct any other debt owed by you to the Council from any money that we owe you. This could include recharges, council tax or sundry debts. We will check if you owe any money before refunding any credit. This is to ensure that you do not have any debts with the Council.

#### **4.2.7 Annual variation of rent charges**

We may vary the weekly gross rent, and any other charges, but before doing so we will give you at least four weeks' written notice. A variation in

rent will normally occur every year at the start of each financial year normally the first Monday in April. We will tell you in writing about the details of the variation and give you an opportunity to end the tenancy before the variation takes place.

See clause 7.1.9 in the case of flexible tenancies

#### **4.2.8 Claiming Benefits**

If you claim housing benefit, universal credit or council tax support you must immediately notify the Council of any changes of circumstances that may affect your benefit entitlement. For further advice, please contact the Housing Benefit section at the Council Offices, or refer to benefit leaflets or any decision letters sent by us.

#### **4.2.9 Paying household bills**

You are responsible for paying all household bills, for example council tax, water charges, sewage, electric, gas and any other outgoings whether metered or billed.

When you move you must notify all utility companies of the date you are moving and provide them with a meter reading and your forwarding address. By signing this agreement you agree to us forwarding your new contact details to the relevant utility company if requested.

#### **4.2.10 You will be recharged for minor breaches leading to costs to the Council**

By signing this tenancy agreement you agree to pay any reasonable recharge we make to you as a result of an action you have either done or failed to do. This can include but is not limited to costs which have arisen due to:

- you not allowing reasonable access to one of our contractors to carry out checks listed under 4.10.1
- damage arising from having to access your property in an emergency where you have not provided us with details of a key safe code or key holder (see 4.4.9)
- the repair or replacement of alarm equipment which you have removed or damaged (includes any telecare devices, smoke, heat or carbon monoxide detectors)
- repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in your home or people visiting your home.
- you having allowed the property to become excessively dirty or infested with vermin
- costs arising from clearing blocked toilets and drains caused by inappropriate use and disposal of items

## **4.3 Conduct of you, your household and visitors and antisocial behaviour**

### **4.3.1 You are responsible for the behaviour for you and your household**

You are responsible for the behaviour of your children and people living in or visiting your home. We will take legal action to evict you if you, your relatives, your children or visitors behave antisocially.

### **4.3.2 Unacceptable behaviour and/or conduct whilst our tenant**

You or any person living in or visiting your home, and communal areas, must not:

- a. do anything that causes or is likely to cause a nuisance or annoyance to a person living, working in or visiting the local area. This includes people living near your home, street or estate regardless of whether they are Council or private tenants or owner occupiers
- b. do anything that interferes with the peace, comfort, or quiet enjoyment of any other person in the local area.
- c. commit any form of hate crime, harass, or threaten to harass, or use, or threaten to use violence or intimidate a person because of their race, colour, ethnic origin, nationality, age, sexuality, gender assignment, religion or belief, pregnancy and maternity or disability in the local area.
- d. use the property for any criminal, immoral or illegal purpose, which includes being involved in the supply of any illegal or controlled drugs or storing or handling stolen goods
- e. harass, or threaten to harass, or intimidate, or use, or threaten, verbal or physical violence towards our employees or representatives
- f. use, or threaten to use, violence or abuse, including psychological abuse, towards any person living in the property. If you do, and that person has to leave the property because of violence, or threats of violence or abuse against them, we can take steps to evict you from your home and will have no responsibility to re-house you
- g. write threatening, abusive or insulting letters, emails, graffiti, or use social media to harass, threaten or intimidate another person
- h. allow any pet to cause a nuisance, annoyance, damage or public health risk.

## **4.4 Living in your home**

### **4.4.1**

#### **You must:**

- live at the property and it must be your only or principal home
- only use the property as a private dwelling house (unless we have given you permission to run a business from the property see Section 4.4.5)
- not use your home for any improper, illegal, immoral or antisocial purpose
- not commit an offence in the property or local area which could lead to a conviction for violence, sexual violence, physical or verbal assault, harassment, intimidation or abuse.
- not part with possession of part of your home or sub-let your home without our written permission (see also Section 5.3). Introductory tenants cannot sub-let their property.

### **4.4.2 Household members**

- You must tell us at sign up the names of everyone (adults and children) who will be living in the property with you.
- You must inform our housing needs team of all changes to this during the course of the tenancy, for example if someone dies or moves out of the home, if someone moves in to live with you on a permanent basis, or if you have further children.
- You must not allow the property to become overcrowded.

### **4.4.3 Possession**

We will take immediate steps to recover possession of the property if any tenant or occupant is concerned in:

- a. the supply, storage or manufacture of controlled drugs or other illegal substances
- b. domestic and sexual violence and/or any form of abuse, harassment or intimidation
- c. storing stolen property
- d. prostitution
- e. any criminal activity in the property or local area.

### **4.4.4 Leaving the property unoccupied**

If you are going to leave the property unoccupied for more than 28 days you must let us know in writing, confirm your intention to return and provide us with contact details. You should also provide us with details of a key holder who can access the property if required in an emergency. If we do not have these details and have to access the property we will recharge you any costs incurred.

### **4.4.5 Running a business**

If you wish to run a business from your home you will need our prior written consent. We will not refuse consent unreasonably or unless we feel the business is likely to cause a nuisance or annoyance to your neighbours or

damage to the property. If we give consent and the business causes a nuisance we will withdraw our consent, giving you reasonable notice. You may need planning permission for some businesses.

#### **4.4.6 Adaptations**

We have offered you a property suitable for your needs and by signing this agreement you accept the property with any adaptations it may already have. We will not remove, or allow you to remove, any adaptations already installed in the property such as level access shower or stair lift.

We will not usually make any adaptations to general purpose accommodation. If your needs change and you require specific adaptations we will help you move to other suitable accommodation where this is available. Further details are given in our Adaptations Policy which is available on request.

#### **4.4.7 Loft space**

The loft space does not form part of your tenancy. You must not use or enter any loft space(s) without our written consent. If you do enter without our consent we will accept no liability for any injury or damage to you or your property which may occur. If you enter or use the loft space without our permission and cause any damage, including damage to electrical cables, water pipes, insulation, ceilings, firebreaks, or solar PV panel systems you will be liable for the cost of repairs or replacement.

#### **4.4.8 Storage of mobility scooters**

We do not allow such vehicles to be left in any communal area, hallway, walkway or stairwell and you cannot take a mobility scooter into any of our lifts. If your mobility scooter is the cause of a fire or leads to the injury of another person we may seek possession of your property.

#### **4.4.9 For tenants living in supported housing**

- a. You must pay all the relevant support service charges
- b. You must allow access to our mobile support officers to visit you each year and complete the tenant assessment process form
- c. You must not remove, disconnect or interfere with the alarm equipment in any way. We will recharge you for any costs involved in repairing or replacing damaged equipment. Removing, disconnecting or interfering with the equipment will mean that the alarm cannot be used in an emergency and so may put your life, or the life of others, in danger.
- d. You must allow access to our staff or contractors for the servicing of the alarm equipment provided in your property
- e. You must make sure that there is a key to your property placed in the key safe provided and that Home Safeguard are told of the key safe code. If you fail to do this and we have to break into the property in an emergency we will recharge you for any costs that are incurred in doing this and in repairing the property

## **4.5 Condition of your home and garden**

### **4.5.1 Hoarding**

You must keep the inside and outside of your home, garage and any outbuildings, including the internal decoration, in a neat and tidy condition. It must be kept free from the excessive build up of belongings or refuse that could cause a health and safety or fire risk to you or anyone else visiting the property.

You will be charged (at our discretion) the cost of cleaning your home (including removal and disposal of items) if you allow it to become dirty or infested with vermin.

### **4.5.2 Chimneys**

You must ensure that chimneys and flues are kept free from obstruction and you must notify us immediately if they have become blocked. We will arrange for our contractors to carry out an annual sweep (more frequent if required) of all used chimneys and we expect you to allow access for these to take place. You must only use fuel suitable for the particular appliance or open fire. Failure to do so may cause damage or inefficient running of the appliance, which could lead to safety issues. You should not burn any plastics, food, animal waste, recyclable material or painted or treated timber.

### **4.5.3 Gardens**

You must make sure that any gardens and verges are regularly trimmed, well maintained and free from rubbish. Boundary hedges should be trimmed at least once a year and kept below two metres in height; they must not obstruct any highways, footpaths or rights of way. You must not remove any trees or boundary hedges without our written consent.

You must not plant any trees, hedges or large shrubs which are likely to become dangerous, cause nuisance to your neighbours or damage to property.

You must keep any ditches or water courses free flowing and not obstructed in any way.

### **4.5.4 Dangerous materials and fire arms**

You must not keep any dangerous, offensive, harmful or flammable materials (such as petrol, gas canisters or certain chemicals) in or around the property, except those that can reasonably be put to domestic use.

You must not put up or use any material that may cause damage or injury on or at the property; these include but are not limited to barbed wire, broken glass or asbestos. This list is not exhaustive and each item or material is viewed separately in each case.

You must not keep firearms or weapons on the premises without our written permission. If we give such permission all firearms or weapons must be properly stored in a locked cabinet which complies with all current legislation and legal requirements. We will not grant retrospective

permission and if you have any firearms or weapons on the premises without our permission these must be removed immediately.

#### **4.5.5 CCTV**

You must not use or install any form of CCTV or other surveillance equipment at the premises without our permission. Any such equipment for which permission has been given must not film or record outside the boundary of the property.

## **4.6 Repairs**

### **4.6.1 Informing us of defects and repairs**

You must tell us promptly of any defects to the property that are our responsibility. You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in your home or people visiting your home.

### **4.6.2 Internal condition and decoration**

You are responsible for keeping the inside of the property in a good condition and for decorating the inside of the property. You are also responsible for doing certain minor repairs and replacements. Please refer to your tenant's handbook for detailed information on what minor repairs and replacements are your responsibility.

### **4.6.3 Repairs that compromise security, safety, etc**

We reserve the right to repair any damage that compromises the security, safety or fabric of the property that would otherwise be your responsibility, if it is not put right within an agreed period of time. We will charge you for the cost of doing this or apply to the Court to compel you to do so.

### **4.6.4 Fixtures and fittings following mutual exchange**

Where a mutual exchange has taken place, you take on responsibility for any fixtures and fittings put in by the previous tenant unless we have agreed otherwise (see also Section 5.5)

### **4.6.5 Decant to temporary accommodation**

Where we have to carry out significant repairs to your property or to an adjoining property (either in an emergency or for planned works) we may require you to temporarily move to alternative accommodation. We will work closely with you to facilitate this move.

## **4.7 Refuse disposal and recycling**

### **4.7.1 Household refuse and recycling**

You are responsible for your own household refuse and items to be recycled. You must make sure that these do not cause problems to neighbours or that the bins used for these do not obstruct roads, communal areas or pathways.

You must make sure that all refuse and recycling is contained in a bin and placed at the designated area on the collection day. You are responsible for making sure that items which can be recycled are separated from your dustbin rubbish and placed in the appropriate recycling containers.

### **4.7.2 Disposal of bulky household items**

You must dispose safely of your unwanted bulky household items, for example white goods and furniture. The Council runs a service for the collection and disposal of large unwanted items, for which there is a charge. If you use this service you must place the items outside your dwelling for no longer than seven days. However you must not place any items in any communal areas.

## **4.8 Keeping pets**

### **4.8.1 Keeping pets**

You may keep a domestic pet or pets in your home provided they are well cared for and kept under proper control. If any animal you keep in the property causes nuisance, annoyance, damage or a public health risk to anyone in the local area, including our employees or representatives, we will ask you to remove it or take legal action for breaching the nuisance and antisocial behaviour clauses of this agreement. You must not keep a dog that is covered by the Dangerous Dogs Act 1991 or keep dangerous animals as defined by the Dangerous Wild Animals Act 1976.

### **4.8.2 Keeping and control of pets**

You must:

- a. be responsible for the care of your pet(s)
- b. comply with any legislation concerning the keeping and control of your pet(s)
- c. keep your dog(s) and other pet(s) under control at all times and not allow excessive barking or fouling by dogs on other people's property or other nuisance behaviour
- d. keep garden areas free of animal faeces and not allow your pet to foul shared areas
- e. not allow intentional breeding of animals

- f. not install any type of pet flap or exit without our prior written permission – we cannot allow these items to be fitted in any fire rated door, window or wall
- g. not wedge or prop open any communal or fire door to allow pets to enter or exit
- h. make sure that all of your dogs are micro-chipped.

#### **4.8.3 Your responsibilities when keeping a pet**

We will ask you to remove an animal if we believe that it is causing a nuisance or is unsuitable to be kept in the property, and we can withdraw our implied permission for you to keep animals at the property in the future. We will do this in writing giving our reasons and the date by which you must comply.

#### **4.8.4 Recharge for cleaning up after a pet**

We will charge you the costs of cleaning up after a pet, or repairing damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.

#### **4.8.5 Burial of animals**

You cannot bury a deceased pet or animal in your garden or on any communal land.

## **4.9 Parking your car or other vehicles**

### **4.9.1 Parking of vehicles**

You may park a vehicle within the boundaries of your property if you have a properly constructed hard standing with a pavement-kerb crossing. You may not park a vehicle which is not taxed, insured, has a valid SORN or is not roadworthy on the property or on any council housing land.

**You may only access your property by way of proper roadways and not by driving your vehicles over any other communal areas.**

### **4.9.2 Written permission to park boats, caravans and trailers etc**

You must obtain written permission from us to park boats, caravans, trailers or small trade vehicles on the property or on any council housing land. Any vehicles larger than a transit size (3.5 tonnes or over) will not be allowed under any circumstances.

### **4.9.3 Repairs to vehicles**

You must not do large scale car repairs including engine changes, body part replacements and paint spraying to any vehicle on the land around the property, on car parking areas or on the road. You may carry out

routine maintenance to your own vehicle such as the changing of tyres, plugs or oil, providing this does not cause a hazard, nuisance or annoyance. You are responsible for the cost of making good any damage caused to the property or communal areas as a result of vehicle repairs and maintenance that you have carried out.

## **4.10 Access to your home**

### **4.10.1 Allowing access to your home to contractors etc**

You must allow our employees, contractors or representatives reasonable access to your home for the purpose of:

- inspecting its condition
- doing repairs or improvements to the property or an adjoining property
- carrying out tenancy reviews
- dealing with any health and safety issue which may include but is not limited to
  - the annual safety inspection and servicing of the Council's gas appliances and solid fuel appliances
  - annual servicing of alarms and telecare devices (if fitted)
  - servicing of stair lifts
  - Legionella testing and asbestos checks
  - testing and maintenance of electrical, smoke and carbon monoxide alarms
  - fire risk assessments

We will give you 24 hours' notice if we require such access.

### **4.10.2 Emergency Access**

In an emergency we may have no alternative but to enter your home without notice by any necessary means, including the use of reasonable force. You may have to pay any charges incurred in repairing any damage so caused. We may ask the court to confirm our right to do this by making a court order. You will be responsible for our associated costs, including court costs (see 4.2.10).

### **4.10.3 Gas Safety (Installation and Use) Regulations 1998**

Under the Gas Safety (Installation and Use) Regulations 1998, we must service all the gas appliances that we are responsible for every 12 months. You must co-operate fully by allowing access for this work to be done at the times requested by the Council. Due to the health and safety risks to you, your household, the property and tenants and properties in the vicinity if a gas appliance is not serviced, we reserve the right to use reasonable force to enter your home. If you refuse to let us in to do the work. Any damage this causes will be re-charged to you (see 4.2.10).

## 4.11 Communal areas

### 4.11.1 Keeping communal areas clean

If you occupy a property that has communal areas, for example with some flats or maisonettes, you must:

- keep clean any communal areas within the building
- make sure that all recycling and rubbish is either stored in your property or placed in the correct bin, and placed outside the block on the day of collection.

### 4.11.2 Your responsibilities where there is a communal area

You must not:

- litter, dirty, obstruct or block, the communal areas
- put any items in the communal areas as these cause a potential fire risk; this includes (but is not limited to) mats, plants, rubbish or recycling, white goods, large bulky items for disposal, mobility scooters or other aids, bicycles and children's toys and buggies
- block any escape routes from the building
- tamper with, or allow anyone else to damage or deface, any door entry, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters
- smoke or vape, or allow your relatives or visitors to smoke or vape, in any communal areas
- allow any pets you have to foul any communal areas
- throw or allow anything to fall from any windows, balconies or communal areas
- drive over any communal or grass areas
- use any communal parking areas in an unreasonable or irresponsible way such as for the storing of untaxed or un-roadworthy vehicles or household items
- prop open any communal or fire doors
- trail extension leads or any other wires or cables from your property through any communal area.

## 4.12 Insurance

### 4.12.1 Buildings Insurance

We are responsible for insuring the building against fire, lightning, explosion, storm and flood. Our policy does not cover accidental damage.

We will not accept responsibility for any damage caused by you or members of your family, or any person visiting the property. You, members of your family, or any person visiting the property, shall not do or permit to be done in or about the property any act which may render void or invalidate the insurance of the property or the building against fire or otherwise increase the ordinary premium for the insurance.

#### **4.12.2 Household Contents Insurance**

We do not insure any of the contents of your home. We strongly advise that you take out Home Contents Insurance with the standard perils of fire, theft, vandalism and water damage, and accidental damage on a 'new for old' basis. If an incident does occur to your property, however caused, we will not be liable for any damage to your belongings caused by any action taken to tackle the incident, or during the removal or storage of your goods as a result of the incident.

## **5 RIGHTS**

*The rights listed here do not apply to all tenancy types. Where they differ or do not apply this will be made clear in italics below the relevant section.*

### **5.1 Right to succession**

We will consider all issues about tenancy succession taking into account Sections 87 and s 113 of the Housing Act 1985 and Section 160 of the Localism Act 2011 and any future legislative changes which affect your rights to succeed.

5.1.1 Where a joint tenant becomes a sole tenant this counts as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving husband or wife). This is the first and only succession of a tenancy. This is known as the Doctrine of Survivorship.

#### **5.1.2 Tenancies granted prior to 1<sup>st</sup> April 2012**

If you became a tenant **before 1<sup>st</sup> April 2012** and providing there has been no previous succession, when you die your tenancy will pass to your husband, wife or civil partner if they are living with you at the time of death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members include your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, but does not include foster children.

#### **5.1.3 Tenancies granted after 1<sup>st</sup> April 2012**

If you became a tenant **after 1<sup>st</sup> April 2012**, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner, and they were living with you at your home at the time of your death. That person must occupy the property as their only or principal home at the time of the tenant's death.

#### **5.1.4 Under occupation after succession**

If the property is not suitable for the needs of your relative (for example the property becomes under occupied) we can request them to move to a more suitable property. The court may order under Ground 15A the 6-12 month period for succession for when the landlord became aware of the previous tenant's death.

***For introductory tenancies, after a succession the tenancy will remain introductory until the one year has passed.***

***Succession to a flexible tenancy will only be for the remainder of the fixed term.***

## **5.2 Assignment of a tenancy**

Assignment is when you pass the rights of your tenancy, in full, to somebody else, where allowed by the Housing Act 1985. Assignment of a tenancy is not allowed in law except in these cases:

- an assignment by way of exchange (see Clause 5.5)
- an assignment made under a court order
- an assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.

***For introductory tenancies: It is usually only possible for an introductory tenancy to be passed to someone else during your lifetime if it is part of a divorce or separation settlement.***

## **5.3 Lodgers and subletting (Secure and flexible tenancies only)**

As a secure or flexible tenant you may allow people to reside as lodgers at the property (rent a room and share household facilities). You may sublet **part** of the property with our written consent which we will not refuse unreasonably, but you must not sublet or part with possession of the whole property as this ends your security of tenure and is a breach of the tenancy.

***Introductory tenants do not have the right to take in lodgers or sublet.***

## **5.4 Right to request a transfer (Secure and flexible tenancies only)**

### **5.4.1 Right to request a transfer**

As a secure or flexible tenant you can ask to transfer to alternative accommodation. You will need to register on Devon Home Choice at [www.devonhomechoice.com](http://www.devonhomechoice.com) and bid for properties suitable for your needs. Please contact our Housing Allocations team for more information.

### **5.4.2 Conditions where a request will be refused**

We will not allow you to transfer to another property owned by us, or any other social landlord, if:

- the property is unsuitable for your needs
- you owe us rent
- your property is in poor condition
- you have made improvements or alterations to the property without our written consent
- there is evidence of antisocial behaviour or fraud linked with your tenancy or housing application
- we have already served you with a notice seeking possession.

*Introductory tenants do not have the right to request a transfer.*

## **5.5 Right to exchange (Secure and flexible tenancies only)**

### **5.5.1 Right to exchange your home**

You may be allowed to swap your home with another Council or housing association tenant (called an 'assignment by way of exchange' or 'mutual exchange'). You will need to register with Homeswapper at [www.homeswapper.co.uk](http://www.homeswapper.co.uk) and seek a suitable property to exchange with. Please contact our Housing Allocations team for more information.

### **5.5.2 Exchange by written agreement**

You must get our written agreement before entering into an exchange, and the other tenant(s) must also obtain their landlord's written agreement to swap with you.

### **5.5.3 Reasons to refuse an exchange**

We can refuse permission only in certain circumstances, which are set out in Schedule 3 of the Housing Act 1985. For example we can refuse permission if:

- One of the homes would be overcrowded
- One of the homes would be too large for the new tenants
- There is legal action being taken to get possession of the home of any of the tenants involved
- The exchange would mean that you would be taking on a shorter period of tenure. You need to check the details of the person(s) with whom you are exchanging very carefully. You may also need to take your own independent legal advice.
- The exchange would mean that an adapted home or home specifically built for elderly or disabled people would have no one living there who needs such accommodation.
- One of the people wishing to exchange is in rent arrears

#### **5.5.4 Exchange permission subject to any breaches of tenancy**

If we give you permission to swap your tenancy, then that permission may be subject to conditions such as that any breach of tenancy must be remedied before you leave (for example replacing any damaged items, or paying off rent arrears).

#### **5.5.5 Exchanges in supported housing**

Tenants in supported housing can only exchange their tenancy with a person eligible to live in supported housing.

#### **5.5.6**

You take on any home you swap to in its current condition (subject to any work we identify as part of our safety checks) and you will take on responsibility for any breaches of the tenancy agreement which occurred before the date of assignment to you.

#### **5.5.7 We undertake gas and electrical safety checks on exchange property**

We undertake gas and electrical safety checks for each exchange and we will re-charge you for the costs of these checks.

#### **5.5.8 You take on the existing tenancy**

If you are on a flexible tenancy and exchange your home with a tenant on a secure tenancy the existing term of your flexible tenancy will continue. You will not be given a new flexible or secure tenancy.

### **5.5.9 Remainder of the flexible term**

If you are on a flexible tenancy and exchange your home with a tenant on a flexible tenancy you take on the remainder of the term under their existing flexible tenancy, which may be shorter than your original flexible tenancy term. We strongly recommend that you seek your own legal advice before exchanging.

### **5.5.10 Security of tenure and Deed of Assignment**

Post 1 April 2012 secure and assured tenants lose their security of tenure if exchanging with a flexible or fixed term assured shorthold tenant and exchange continues by way of a deed of assignment.

### **5.5.11 Exchange without written consent**

If you do exchange without our written consent we will take legal action to recover possession of your home. You will not be able to return to your original home and you will not be offered alternative housing.

### **5.5.12 You must provide full disclosure of your existing tenancy**

You have an absolute obligation to provide full, fair and accurate disclosure of your existing tenancy rights to the proposed assignee.

### **5.5.13 You cannot offer financial inducement**

You must not offer any financial inducement to another tenant to secure their agreement to or involvement in an assignment.

***Introductory tenants do not have the right to exchange.***

## **5.6 Right to make improvements and changes to your home**

***Secure tenants have the right to make improvements to their property with our consent.***

***Flexible tenants do not have the right to make improvements but we will allow you to carry out certain alterations or improvements with our prior consent***

***Introductory tenants do not have the right to make improvements (but in some circumstances we will consider giving permission for limited improvements where necessary)***

### **5.6.1 The Right to make improvements**

If you wish to carry out alterations or improvements 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

building regulations approval). All these improvements must be done to our satisfaction.

Examples of changes include (but are not limited to) putting up aerials, outbuildings, sheds, greenhouses, fencing and clothes lines that you have put up, as well as any other internal (for example laminate flooring) or external alterations (including decorating the outside of your home). You must not use textured coating to the internal walls of the property or fix polystyrene tiles to ceilings.

#### **5.6.2 Pre-improvement property check**

Before carrying out any improvements you must check with us to see if there is asbestos at your property. Where asbestos is identified and will be affected by your improvements you must arrange for a qualified asbestos removal service to dispose of the asbestos before works are carried out. You must supply us with a certificate from the asbestos removal service before starting any work. All costs associated with this will be your responsibility.

#### **5.6.3 Improvements to become fixtures and fittings**

Any alterations or improvements will normally become our property when the tenancy is ended. Alternatively at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added and make good the fabric of the building. If you do not do this to our satisfaction we will do the necessary work and recharge you the cost plus expenses.

#### **5.6.4 You are responsible for repairs to any improvements or changes**

You are responsible for repairs to any improvements or changes you make unless you have an agreement for us to repair and maintain them.

### **5.7 Right to compensation for improvements (Secure tenants only)**

#### **5.7.1 Right to compensation for improvements made with our consent**

At the end of your tenancy, you have the right to claim compensation from us for improvements you have made to your home with our consent. You can only apply for compensation for certain kinds of improvement that started on or after 1 April 1994. Please contact us for further information.

***Tenants on a flexible tenancy do not have the right to compensation for improvements.***

***Introductory tenants do not have the right to make improvements and so do not have the right to compensation for improvements.***

## 5.8 Right to repair

### 5.8.1 Right to have urgent repairs completed within time

In certain circumstances you have the right to require us to get a second contractor to do certain small urgent repairs which might affect your health, safety or security. This only applies to repairs that are our responsibility and which we have not completed within a prescribed time.

## 5.9 Right to buy your home (Secure and flexible tenancies only)

### 5.9.1 The Right to Buy your property

You have the right to buy your home if you fulfil all the legal requirements.

*Introductory tenants do not have the right to buy their property.*

## 5.10 Right to information

### 5.10.1

You have the right to see:

- all our policies relating to housing issues including allocations, exchanges and any other housing related issue
- your rent account statements
- certain personal information we hold to do with your tenancy or housing application.

You should make a formal request in writing to see any information we have.

# 6 OUR RESPONSIBILITIES

## 6.1 Doing repairs

### 6.1.1 Keeping your home in good repair

We will keep in repair:

- and proper working order our installations for supplying water, gas, electricity and sanitation including basins, sinks, baths, and toilet fittings
- and proper working order our installations for room and water heating
- the structure and exterior of the property including drains, gutters and external pipes
- the lift service, where provided,
- the communal entrances, halls and stairways in flats, as well as any other areas for use by all tenants and their families and visitors
- and periodically decorate the outside of your home and communal areas of flats and maisonettes.

We will do repairs which are our responsibility within a reasonable period and will tell you of the timescale for completion of your repair.

#### **6.1.2 Repairs arising from deliberate, malicious, accidental damage etc**

The exceptions to this are repairs that arise as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home. We will recharge you for putting them right or seek a court order to enforce you to put them right.

## **6.2 Right to be consulted and involved in decisions**

### **6.2.1 A right to be consulted and involved in decisions that affect you**

We have a Resident Involvement Strategy which sets out how tenants can be involved in decisions about housing services and the areas where they live. We will always consult you over any significant proposed changes in housing management and consider your views before putting the changes into effect.

## **6.3 Changes to the tenancy agreement**

With the exception of any changes in rent or service charges, or as a result of government legislation, we rarely have to make any changes to the tenancy agreement.

### **6.3.1 Consultation on changes to the tenancy agreement-periodic tenancies (ss 102-103 Housing Act 1985)**

Before making any significant amendments or changes we will tell you of the proposed changes, and consider your views, before putting the changes into effect. We will give you at least four weeks' notice in writing,

together with any information needed to let you know the nature and effect of the changes. We will give you an opportunity to end the tenancy before the changes take place, should you wish to do so.

### **6.3.2 By agreement (fixed term) tenancies (s102 (1) (a))**

Any changes to the terms and conditions of a fixed term tenancy with the exception of changes to rent and service charges can only be made by agreement between the landlord and the tenant.

## **6.4 Service of legal documents**

### **6.4.1 Service of legal notices or documents**

All letters and notices (including notices in legal proceedings) sent by us to you will be properly served if they are

- handed to you in person or to any adult at the property
- delivering it through the letter box of the property
- sending it by first class post to the property or to your last known home or work address.

### **6.4.2 Our address for receipt of formal notice under this agreement**

For the purposes of s48 of the Landlord and Tenant Act 1987 our address for the receipt of legal notices, and any other written communication arising from this agreement is:

**East Devon District Council  
Blackdown House  
Border Road  
Heathpark Industrial Estate  
Honiton  
EX14 1EJ**

## **6.5 Giving our consent**

### **6.5.1 Our consent in writing, not unreasonably withheld**

Where the agreement says that you need to get our consent to do something, we will not unreasonably withhold it. We may withhold consent if we believe nuisance, annoyance, or damage will occur. We may give our consent subject to certain conditions. If you do not keep to these extra conditions, we will withdraw our consent. We will give you a written explanation if we cannot give consent. Consent means our consent in writing.

Please address any letters requesting permission to the relevant department or to the Service Lead for Housing, at our registered office.

## 6.6 Customer Service

### 6.6.1 Standard of our service to you

We will make sure that you receive the highest possible standards of customer service at all times within the resources we have available. If you would like more information about the standards you can expect when dealing with us, we can let you have our customer service strategies and standards. You can also see these on our website at <http://eastdevon.gov.uk/housing/customer-care-and-complaints-about-the-housing-service>.

## 6.7 Complaints

### 6.7.1 Complaints procedure

If you feel that we have not met our obligations under this agreement, we would urge you to use the Council's complaints procedure, details of which can be obtained from our offices. We take all complaints very seriously.

# 7 ENDING YOUR TENANCY

## 7.1 Your rights

*This section applies to introductory tenancies, secure tenancies and flexible tenancies at the end of the fixed term.*

### 7.1.1 Ending your tenancy

If you wish to give up your tenancy, you must give us four complete weeks' written notice, ending on a Sunday. In certain circumstances we may agree to end the tenancy earlier than four weeks. Only a named tenant can end the tenancy but if you are joint tenants either or any of you can end the tenancy. The rights of the other tenant(s) will end and they must leave the property. This is known as vacant possession.

Flexible tenants should also see Section 7.1.10

### 7.1.2 Pre-void inspection

Pre-void inspection – we have a responsibility to carry out safety checks and routine repairs before re-letting the property. You must allow our officers or contractors access to your property to carry out these

inspections and an asbestos survey if required. We will give you reasonable notice of such a visit.

### **7.1.3 Handing in your keys to our property**

All keys to the property must be handed in to the Council offices at either Blackdown House, Honiton, or Exmouth Town Hall before 12 noon on the Monday after the tenancy ends unless alternative arrangements have been agreed with your Housing Allocations officer. If you do not do this we will charge you further rent and any other reasonable costs.

### **7.1.4 The condition of the property when you leave for the last time**

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.

### **7.1.5 Recovery of our reasonable costs for damage, replacement etc**

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 under Section 5 'Your rights: Right to make improvements to your home'
- meeting all reasonable removal and/or storage charges when items are left in the premises after the termination date.

### **7.1.6 Storage of personal property left in the property after you leave**

We will remove and store all personal property left in the premises after the termination date for a period of 28 days. We will notify you by formal legal notice of this at your last known or forwarding address. If the items are not collected within 28 days we will dispose of them or sell items of value to recoup our costs of storage or disposal. You are liable for our reasonable costs of storage and disposal.

### **7.1.7 Retraction of notice**

If you serve a notice to quit (introductory or secure tenancies) or a notice of termination (flexible tenancies) on us to end your tenancy and then change your mind, the notice cannot be retracted by you. However both you and we can agree to grant you a new tenancy during the notice period but it is at our absolute discretion if we allow this.

### **7.1.8 Divorce, Relationship breakdown etc**

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.

#### **7.1.9 Ending the tenancy on your death**

- i. The tenancy does not automatically end when you die. In the event of your death, your next of kin or executor must notify the Housing Allocations team in writing of your death and enclose a copy of the death certificate. The tenancy can end on any day of the week but we must be given a full four weeks' notice. Failure to terminate the tenancy may incur further costs against your estate including unpaid rent.
- ii. If you have not left a will, we will end your tenancy by serving a notice on the Public Trustee. Rent will remain payable until the tenancy ends.
- iii. A successor is not liable for any rent arrears owed by you as a sole tenant at the time of death. We will recover any arrears or unpaid sums, for example recharges, from your estate. However if there is a Possession Order in force at the time of your death your successor will be at risk of losing the property, if they do not comply with the terms of the order.

#### **7.1.10 Ending a flexible tenancy during the course of the fixed term (Break Clause)**

##### ***(this applies to flexible tenants only)***

You may terminate a flexible tenancy agreement during the fixed term by serving a break notice on us at least four weeks before the date on which you wish to end the tenancy (the break date).

The break notice shall be of no effect if any of the following apply at the time of the break date stated in your break notice:

- you have not paid any part of the rent which was due to have been paid in respect of the tenancy
- you are in breach of any of the terms of the tenancy agreement relating to the state of repair and condition of the property.

Subject to the above, following the service of a break notice this tenancy agreement shall end on the break date given in the notice.

Ending 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.

If you end your tenancy we will, within fourteen days of the break date, refund to you any rent that you have paid for the period after and excluding the break date to the next rent payment date. This will be calculated on a daily basis.

Only the named tenants can end the flexible tenancy but if you are joint tenants we will accept notice from either, or any, of you to end the flexible tenancy. The rights of the other tenant(s) will end and they must leave the property. This is known as vacant possession.

#### **7.1.11 Re-entry**

We may re-enter the property and end your tenancy if any of the following apply:

- (a) the rent and other charges payable shall remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not; or
- (b) You (and in the case of joint tenancies both of you) does not use or ceases to use the property as your only or principal home; or
- (c) Any of the obligations in this tenancy have not been complied with; or
- (d) Any grounds for possession listed in Schedule 2 of the Housing Act 1985 (as amended from time to time) apply.

## **7.2 Our rights and responsibilities - ending a flexible tenancy at the end of the fixed term (flexible tenancies only)**

### **7.2.1 Flexible Tenancy Review**

We will begin to review your flexible tenancy at least 12 months prior to the end of the fixed term. We will write to you to tell you the outcome of the review. Where your circumstances, or those of your household, have not changed significantly over the course of the fixed term we will renew the flexible tenancy for a further fixed term, other than in exceptional circumstances.

### **7.2.2 Renewal of a flexible tenancy**

We will renew the flexible term tenancy unless:

- a. the property is larger than you or your current family require or the property has become overcrowded
- b. your household income has risen to above the income limit as set out in the Devon Home Choice Policy
- c. the property has adaptations which are no longer required by yourself or a member of your family
- d. your rent account is in arrears at the time of the review or has been in arrears for at least six out of the last twelve months. (Exceptions can be made for tenants getting assistance with their rent from housing benefit or universal credit, those who we consider to have only minor rent arrears, or those who have made an agreement to pay by instalments and have kept to this agreement.)

- e. there has been a breach of tenancy conditions and you have been served with a notice seeking possession
- f. we intend to demolish, redevelop or dispose of your property within the next five years. (In these situations we will consider offering a flexible tenancy of between 2 and 5 years for the property or suitable alternative accommodation.)
- g. you have refused to engage with us in the review process.

### **7.2.3 Notice prior to termination of a flexible tenancy**

When considering whether to renew a flexible tenancy we will take into account:

- circumstances where there is a clear need for the household to remain in the same location and other suitable accommodation is not available locally. This will usually only apply in our rural areas.
- circumstances where the property has had to be adapted to meet the needs of a particular tenant or member of their household and this work would have to be duplicated in a new property.

### **7.2.4**

If we are not going to renew your flexible tenancy agreement, we will give you at least six months' notice that the fixed term is coming to an end (this is a break clause). 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.

### **7.2.5 Right to request a review of our decision**

You have a right to request a review of our decision not to renew a flexible tenancy within 21 days but only where this does not accord with our published tenancy policy. Such a request should be made to the Housing Needs and Strategy Manager.

You can request an oral hearing and the review will be conducted by someone senior to the maker of the original decision, and who was not involved in that decision.

The review must be carried out prior to possession proceedings being issued.

### **7.2.6 Court Order required to end a flexible tenancy**

To end your flexible tenancy we need to obtain a possession order from the court.

## **7.3 Our rights and responsibilities - re-entry (flexible tenancies only)-Break Clause**

### **7.3.1 Re-entry by serving a Break Notice at the property**

If you do not occupy your property as your only or principal home, or if you illegally sub-let the whole property we will exercise a right of re-entry by serving a break notice at the property.

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

- Where you have parted with possession of the property or do not occupy it as your only or principal home for a period of 28 days and you have not informed us of any reasonable reason for being absent
- Where any rent is unpaid for twenty-one days after becoming payable whether it has been formally demanded or not
- Where any breach of any condition of this tenancy agreement has occurred
- an act of insolvency on the part of the tenant.

### **7.3.2**

If we re-enter the property (or any part of it) in line with this clause, the tenancy agreement will end immediately. We also have the right to remedy any other breaches of the tenancy agreement we may find and pursue any legal recourse necessary to resolve these issues.

This does not affect any rights you have under the Protection from Eviction Act 1977.

## **8 USING YOUR PERSONAL INFORMATION, DATA PROTECTION AND NATIONAL FRAUD INITIATIVE**

### **8.1 Your personal information**

#### **8.1.1 Using your personal information**

By signing this agreement, you agree to provide us with up to date details of you and your household when requested, such as during a tenancy audit interview at your home. This is for the purpose of preventing fraud. It is important that you notify us of any changes to your personal information.

#### **8.1.2 How we will use your personal information**

We use your personal information for responding to your enquiries, providing services to you and managing our relationship with you. We will also use the information to:

- notify you of changes we are considering or planning to make
- help us improve our services
- inform you about our services.

We will tell you how we will use information we collect from you, for example in an interview, survey form or on our website.

### **8.1.3**

We may apply markers to your information. For example this may be in relation to your vulnerability or health status. It will allow us to tailor and deliver services to you. We may use your personal information as part of research exercises. You will remain anonymous and it will not be possible to link information back to you.

### **8.1.4 Data Protection Act 2018**

Information will be retained in line with the Data Protection Act 2018 principles. You as a Data Subject have the following rights:

- 1) The right to be informed
- 2) The right of access
- 3) The right to rectification
- 4) The right to erasure
- 5) The right to restrict processing
- 6) The right to data portability
- 7) The right to object
- 8) Rights in relation to automated decision making and profiling

A copy of our Data Protection Policy is available on request.

## **8.2 Sharing your personal information**

### **8.2.1 Releasing personal information to our partners**

On signing the tenancy agreement you agree that we may release personal information where there is a legal obligation to do so. This includes but is not limited to:

**Utility companies**, as there is a legitimate interest to make sure that service charges are passed on to those responsible for their collection,

**Rental payments**, where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery,

**Repairs**, whether emergency, urgent or repairs at our discretion, we may provide tenant's contact details to the agents, contractors or repairers, together with any information about you we consider it is important for them to know.

**Right to Buy** enquiries when we have to provide tenant contact details to the valuers.

**Other agencies** such as emergency services and social services.

## 8.3 National Fraud Initiative

We are required under section 1 (2) of the Local Audit and Accountability Act 2014 under Part 6 of the act to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud, where requested. \_

## 8.4 Housing fraud

### 8.4.1 How we will deal with suspected housing fraud

You must not carry out or commit any fraud related to the occupation of the property. We take such matters extremely seriously and will take action if we discover that an incident of tenancy fraud has occurred, which may include criminal proceedings and seeking a possession order.

We may carry out additional checks and audits to enable us to prevent and detect tenancy fraud, which may include asking for identification documents, carrying out home visits and data sharing with other agencies.

Examples of tenancy fraud include:

- Not disclosing the truth about your circumstances which induced us to grant you the tenancy
- Using false documents or making false statements in applications to the Council's housing department
- Subletting the property or any part of it, or assigning the tenancy, without express permission (whether for profit or not)
- Selling the keys to the property to others
- Abandoning the property
- Housing benefit and council tax fraud

### 8.4.2 Your duty to disclose information about your personal circumstances

This tenancy is granted to you on condition that prior to the grant of this tenancy you have disclosed to us in writing full details of any criminal record, complaints made against you regarding antisocial behaviour or nuisance at any previous accommodation occupied by you (or a member of your family).

If we find out that you have not made a full disclosure of any relevant information this will be treated as a breach of this agreement and we will take steps to end the tenancy.

You are under a continuing duty to keep us up to date with any significant changes to your tenancy which may affect your right to continue to occupy social housing.

## 9 CONTRACT RIGHTS FOR THIRD PARTIES

The Contracts (Right of Third parties) Act 1999 does not apply to this tenancy. This means that other people cannot enforce any rights or obligations under the tenancy other than you and us.

## 10 FUTURE ACTS OF PARLIAMENT

This agreement takes into account the following legislation:

- Housing Act 1985
- Housing Act 1996
- Data Protection Act 2018
- Contracts (Rights of Third Parties) Act 1999
- Freedom of Information Act 2000
- Anti-social Behaviour Act 2003
- Civil Partnership Act 2005
- Consumer Rights Act 2015
- Localism Act 2011
- Prevention of Social Housing Fraud Act 2013
- Anti-social Behaviour, Crime and Policing Act 2014
- Housing and Planning Act 2016

Unless expressly stated to the contrary any reference to a specific piece of legislation includes any legislative extension, modification, amendment or re-enactment of that legislation and any regulations or orders made under it and any general reference to a piece of legislation including any regulations or orders made under that legislation.

# 11 Contacting us

The tenant handbook, which you received at the start of your tenancy, contains a full list of the housing teams with their contact details. Below is a list of the key departments with contact details.

Service	Telephone number	Email address
Paying your rent and rent arrears	01395 517444	<a href="mailto:housingrental@eastdevon.gov.uk">housingrental@eastdevon.gov.uk</a>
Enquires about housing benefit	01395 571770	<a href="mailto:benefits@eastdevon.gov.uk">benefits@eastdevon.gov.uk</a>
Reporting repairs	01395 517458	<a href="mailto:repairs@eastdevon.gov.uk">repairs@eastdevon.gov.uk</a>
Reporting antisocial behaviour/ Contacting estate management	01395 516551 ext 2381/2396	<a href="mailto:estatemangement@eastdevon.gov.uk">estatemangement@eastdevon.gov.uk</a>
Exchanging or ending your tenancy	01395 517469	<a href="mailto:housingallocations@eastdevon.gov.uk">housingallocations@eastdevon.gov.uk</a>
Tenant Participation	01395 517453	<a href="mailto:tenantparticipation@eastdevon.gov.uk">tenantparticipation@eastdevon.gov.uk</a>
Information and Complaints	01395 517417/571659	<a href="mailto:complaints@eastdevon.gov.uk">complaints@eastdevon.gov.uk</a>

## 12 Definitions

We have tried to write this agreement in plain language. However, there are some terms which need explanation, and they are listed here. They have a very exact meaning because it is a legal document. The words may have a more general or more limited meaning than you would normally expect. All expressions in the singular also carry the plural meaning, unless the context requires otherwise.

**Alarm charge:** This charge covers the cost of the alarm equipment installed in our supported properties and monitoring and responding to calls

**Antisocial behaviour/behave antisocially:** This is any behaviour or activity which causes fear, alarm or distress to one or more persons not of the same household. This includes damage to property or behaviour that is likely to injure, intimidate, and cause alarm or distress

**Assignee:** a person to whom a right or property is legally transferred

**Assignment:** Passing the rights in full of your secure tenancy to somebody else where allowed by the Housing Act 1985

**Break Clause:** A clause in the tenancy agreement which provides an opportunity for the tenant and/or the landlord to give notice (typically 2 months notice) during the fixed term of the tenancy to end the tenancy early. Essentially, either party can 'break' the tenancy before the end date, as long as the correct procedures are followed

**Break Notice:** The legal document which either the tenant or the landlord serves on each other to bring about the ending of the tenancy during the fixed term of a flexible tenancy

**Break Date:** This is the date which will be found in the Break Notice which effectively ends the tenancy and will be the date that the property should be delivered back to the Council with vacant possession

**Building:** This refers to the total fabric of the block and associated external areas in which your property (usually a flat) is located

**Communal areas:** Any part of the building, gardens and communal land which all tenants share or can use. This includes, but is not limited to, entrances, corridors, hallways, stairs and stairwells, landings, external walkways, paths and all means of escape from the building

**Council, or we, us, our:** This means East Devon District Council as landlord and/or our agents

**Court Order:** This is given by a court to order a tenant to either do a particular action or cease doing an action

**Decant:** This is where we have to temporarily move someone to another property

**Domestic Abuse:** Any abuse between current and former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the abuse occurs. The abuse may include physical, psychological, sexual, emotional or financial abuse

**Dwelling:** The house, flat, maisonette or bungalow given to you under the tenancy agreement

**Emergency:** A situation that could cause personal injury or damage to your home or a neighbouring home

**Exchange:** To swap your tenancy with another person by mutual agreement where allowed by the Housing Act 1985. This is done through the legal process of assignment

**Flexible tenant:** A tenant on a flexible tenancy agreement which is for a fixed amount of time, usually five years

**Fraud:** Examples of housing fraud include, but are not limited to, subletting the property, abandoning the property, not telling the truth so as to induce the granting of a tenancy, housing benefit and council tax fraud. Housing fraud can result in both criminal prosecution and civil financial penalties

**Garden:** Lawns, hedges, flower beds, trees, shrubs, outside walls, fences paths and paved areas

**Hate crime:** This means any crime that is targeted at a person because of hostility or prejudice towards that person's disability, race or ethnicity, religion or belief, sexual orientation, or transgender identity. These crimes can be committed against a person or a property

**Home:** The property let to you under this agreement

**Household:** This means all the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time

**Housing management charge:** This covers the tasks done by the mobile support officers who help to support the tenant in their home and to maintain the fabric of our property and communal areas.

**Improvement:** Any addition or alteration to the property

**Injunction:** A court order commanding you not to do an act or requiring a positive step

**Introductory tenant:** A tenant on an introductory tenancy agreement which usually lasts for 12 months.

**Joint tenancy:** This is a tenancy granted to two or more (up to a maximum of four) people. Each tenant is jointly and separately liable for the tenants' obligations in the tenancy agreement. The Council can enforce tenancy obligations against all or one of the joint tenants in the agreement

**Key:** this means all keys, gas and electric meter cards and key fobs to the property

**Landlord's fixtures and fittings:** This means all appliances in the property supplied by the Council including installations for supplying or using gas, electricity and water

**Local area:** The area of East Devon District Council

**Lodger:** A person who pays you money to share the property

**Market Rent:** A rent that is similar to that charged for the equivalent accommodation in the private rented sector

**Mobility scooter:** motorised scooter, buggy or wheelchair

**Neighbours:** Everyone living in the local area, including people who own their own homes and other tenants

**Notice:** A formal written document, given either by you or us, saying that you, or we, intend to end the tenancy agreement

**Overcrowded:** Where there are more than the permitted number of people living at the property (our housing needs team can tell you the permitted number for your property)

**Partner:** A husband, wife, common law partner, civil partner, same sex partner or any other person with whom you cohabit in an established relationship

**Possession Order:** A formal instruction from a court that gives us permission to take action to seek a warrant from the Court Bailiff to make you leave the property

**Principal home:** The main residence you physically occupy and personally use the most during the period of your tenancy and for which you may be entitled to claim and receive state benefits such as Universal Credit or Council Tax Benefit.

**Property:** The dwelling together with any yard, garden, garage and outhouse but excluding the loft spaces

**Recharge:** A charge we will make to you for any costs we incur as a result of something you have not done, something you have done without our permission or any alterations you have made with our permission but which do not meet our standards

**Relatives:** Parents, children, adopted children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, and step relatives

**Rent:** The contractual sum payable by the tenant to the landlord as compensation for the tenant's right to possession of the property for the term of the tenancy

**Secure tenant:** A tenant on a secure tenancy agreement which does not have an expiry date

**Supported housing:** Properties specifically for people who have a support need or disability and would benefit from the assistance of a Mobile Support Officer and the Home Safeguard alarm service.

**Subletting:** Creating a sub tenancy out of the secure tenancy which gives up possession of part of the property

**Succession:** When a tenant dies the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances. There can only be one succession in law

**Sundry Debts:** miscellaneous invoices which may be issued for a number of reasons, and in respect of a wide and varying range of services such as: overpaid housing benefit, rent arrears, their former tenant arrears in other Council owned property they have tenanted and Council Tax debts.

**Support charge:** This covers the personal service provided by our mobile support officers for issues not to do with the tenancy such as the calls and visits, advice and support on wellbeing matters and supporting communal activities

**Service charges:** Any charges above your rent which apply to your property or tenancy such as water, sewerage, communal heating and lighting

**Tax year:** A year beginning on 6 April

**Tenant:** The person responsible for paying rent to the Council under this agreement

**Termination date:** This is the day on which the tenancy ends

**Transfer:** When you move to another property owned by us or you move with our agreement to a property owned by another social landlord

**Under occupation:** If some-one is assessed as having more bedrooms in their home than is necessary they will be considered to be under occupying that property.

**Violence:** This includes harassment, physical, mental, emotional and sexual abuse

**We, us:** This means East Devon District Council Housing Services

**Written consent:** This means a letter from the Council giving you permission to do certain things. If you need to ask for our permission to do something, this needs to be done in writing by a letter

**You, your:** This means you as the tenant of the landlord and in the case of joint tenants, any one or all of the joint tenants