Somerset Council

Tenancy Agreement

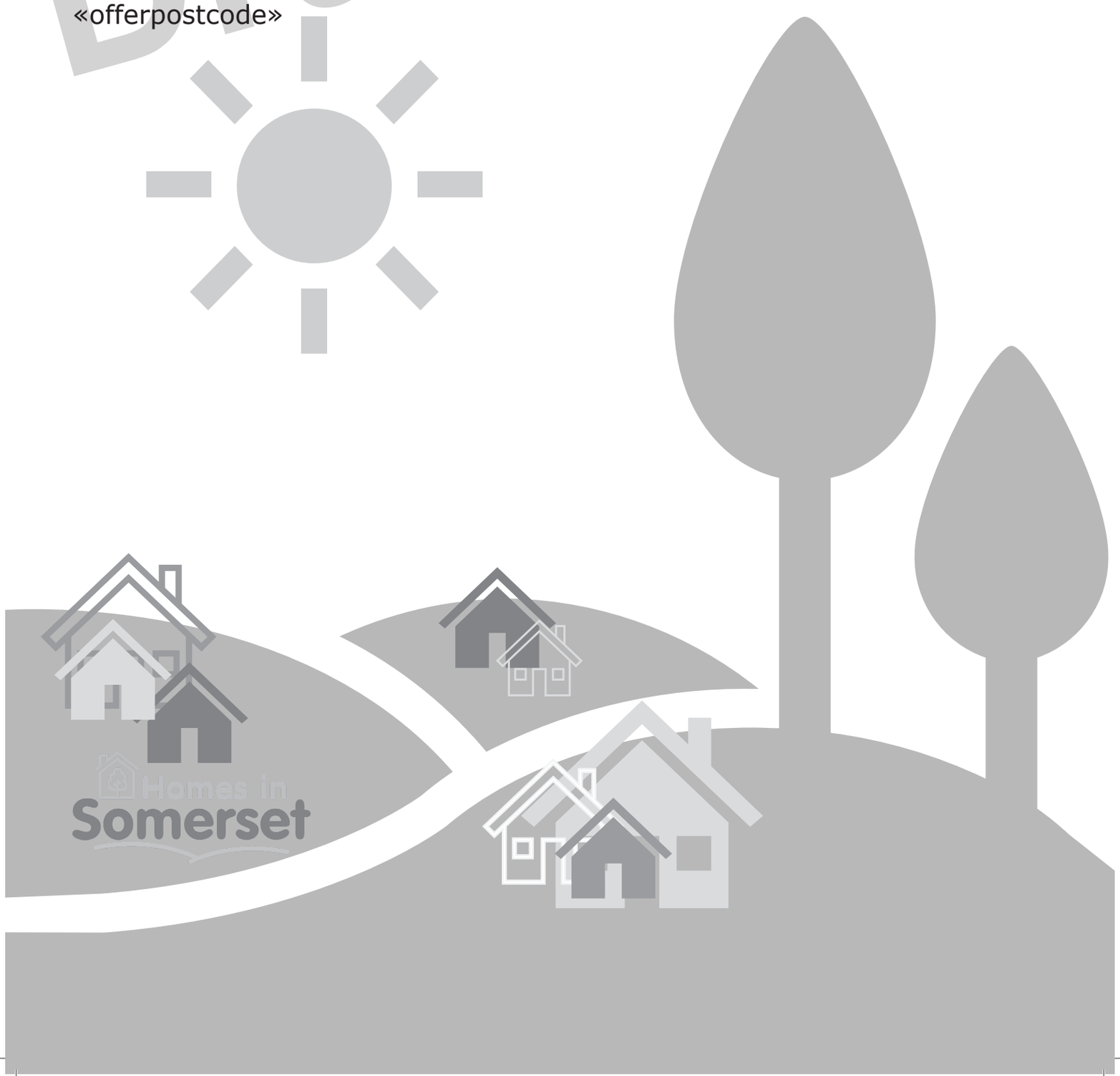
«offeraddress1»

«offeraddress2»

«offeraddress3»

«offerpostcode»

Draft



Introduction

This agreement is a contract between us and you, or anyone who takes over as the landlord or tenant. It does not give any rights or duties to anyone else.

When you sign this agreement, you will become either an introductory or secure tenant and you must comply with the terms of the tenancy. This agreement will tell you which type of tenancy you have been given.

The information given to you at sign up provides more detailed information on how to access the range of services we provide and how to help you manage and keep your tenancy.

About your tenancy

This is an agreement between Somerset Council and you. You must sign the agreement when you become a tenant. Homes in Somerset, who are the Arm's Length Management Organisation (ALMO) for Somerset Council, manages the property and provides housing management services on the Council's behalf. References in this agreement to "we", "us" and "our" mean the Council acting directly or through its authorised managing agent, employees, contractors or representatives.

The agreement is a legal contract.

The agreement explains your legal rights and responsibilities as a tenant, and our rights and responsibilities as your landlord. You must read the full agreement before you sign.

The responsibilities in this agreement apply to you, and also to the conduct of your husband, wife, civil partner, children; and your friends, relatives, and anyone else living in or visiting your home. You must take reasonable steps to ensure that they comply with the relevant terms of this agreement.

Under this agreement you are a tenant which means that we cannot interfere with your right to live in the property except under circumstances set out in law.

We cannot make you leave the property unless we get a court order after giving you notice that we are going to get an order.

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Giving us information

You must provide information which is accurate and complete to the best of your knowledge. You must also tell us if information relevant to your housing application changes before the tenancy begins.

If this tenancy was granted because of a statement which you, or someone acting on your behalf, knew was false or made recklessly, we may take legal action. This may include possession proceedings where a legal ground is available and it is reasonable to do so.

Tenancy and tenant(s) details

Who is this Tenancy Agreement between?

This Tenancy Agreement is between Somerset Council, of County Hall Taunton TA1 4DY ("us" "we" "our" "the Council") and you, the tenant(s) ("you").

Homes in Somerset manages the tenancy and provides housing-management services on behalf of the Council.

Tenant(s) details (if there is more than one tenant then they are joint tenants):

	Full name (including any middle names)	Date of birth
Tenant 1	«title1» «forename1» «surname1»	«DOB1»
Tenant 2	«title2» «forename2» «surname2»	«DOB2»

In the case of joint tenants "you" means each joint tenant named above. Each of you individually has the full responsibility and rights set out in this agreement in respect of:

	Address of the property
Address	«offeraddress1» «offeraddress2» «offeraddress3» «offeraddress4» «offerpostcode»

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	How many bedrooms does the property comprise of?
The property has how many bedrooms?	«offerbedrms»

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("your home" or "the property"). In this agreement "your home" or "the property" means the premises at the address above and includes any garden which does not form part of any communal garden, garage, yard, outbuildings, balcony or other facility or amenity provided by us for your exclusive use and where applicable also includes any furniture and effects which are specified in an inventory signed by you and us and is set out in Schedule 1 of this agreement. It does not include communal areas, although you may use communal areas provided for residents in accordance with this agreement.

	Details
Details of use of communal areas; and any additional facilities or amenities provided as part of the property such as private garden, allocated shed or garage.	

	Permitted number of occupants
The maximum number of people permitted to live at your home is	

The property must not be occupied in a way which causes statutory overcrowding. You must tell us if anyone moves into or out of the property as their main home. We will consider any proposed change to the household in accordance with the law, this agreement and our relevant policies.

This property is suitable for pets	Yes/ No

	Next of kin/emergency contact details*
Name:	
Address:	
Contact number:	

*Please keep this information up to date.

Providing emergency-contact details does not make that person responsible for the tenancy, rent or any other debt. We will process these details in accordance with our privacy notice.

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Payments for your home

	The weekly payments for your home at the start of this tenancy are:
«rentbrkdowndesc1»	£ «rentbrkdown1»
«rentbrkdowndesc2»	£ «rentbrkdown2»
«rentbrkdowndesc3»	£ «rentbrkdown3»
«rentbrkdowndesc4»	£ «rentbrkdown4»
«rentbrkdowndesc5»	£ «rentbrkdown5»
«rentbrkdowndesc6»	£ «rentbrkdown6»
«rentbrkdowndesc7»	£ «rentbrkdown7»
«rentbrkdowndesc8»	£ «rentbrkdown8»
«rentbrkdowndesc9»	£ «rentbrkdown9»
«rentbrkdowndesc10»	£ «rentbrkdown10»
Total	£ «TotalBreakDown»

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Payment of Former Debts to us

Delete or insert:

You agree at the date of signing this agreement you owe us:

£ for

Relating to your former tenancy at

You agree to repay this debt at £ per week, each Monday for the week ahead.

You agree to pay this as well as the payments to be made under the 'payments for your home' section of this agreement.

You agree that if you do not make the payments set out above, you will be in breach of this agreement and that the former tenant debt will be payable to us in full immediately.

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Your tenancy

This is a **Secure Tenancy or Introductory Tenancy**

This tenancy begins on:«tncystart»

For a week and thereafter weekly until brought to an end or (if applicable) demoted by a court order.

Its terms are set out in this tenancy agreement.

Signatories

The information I/we have given in the housing application form was and still is true and accurate.

I/we have read the terms and conditions of the tenancy agreement. I/we understand that I/we should not sign unless I/we are prepared to agree to the terms and conditions. If you do not understand this agreement or anything in it, it is strongly suggested you ask for it to be explained before you sign it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

Signed by the Tenant(s):

Signed:

Print name:

Date:

Signed:

Print name:

Date:

Signed on behalf of the landlord, by its authorised representative Homes in Somerset:

Signed:

Print name: «UserName»

Date: «createddate»

Job title:

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Keeping your data up to date

It is a requirement of this agreement that you keep your data up to date and tell us about any changes when they arise. This includes telling us if someone moves in or out of the property, as their main home, or your benefit entitlement changes.

We will ensure that our services are tailored to meet the needs of all of our tenants and we encourage you to tell us of any additional support or reasonable adjustments you require to access our services.

Use of your data

We will meet our obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and other applicable data-protection legislation.

We will collect, use, store and share personal information in accordance with data-protection law and our privacy notice.

We may share information where this is necessary and lawful, including with the Police, other law enforcement agencies, the Department for Work and Pensions and other organisations involved in providing or protecting housing services including for the Prevention of fraud and any potential future landlord requiring a reference.

Data-protection law gives you rights in relation to your personal information. These include the right to:

- be informed about how your data is being used
- access personal data

- have incorrect data updated
- have data erased
- stop or restrict the processing of your data
- data portability (allowing you to get and reuse your data for different services)
- object to how your data is processed in certain circumstances

For further information please refer to the Privacy Notice on our website.

Our privacy notice explains the purposes for which information is used, the lawful bases we rely upon, who information may be shared with, how long it may be retained and your data-protection rights. Signing this tenancy agreement does not mean that you consent to us processing your personal information where we rely on another lawful basis for doing so.

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Service of notices

We may serve notices or any other correspondence or documents on you as set out below. Where legislation, regulations or court rules require a particular form or method of service, those requirements will apply.

- Handing them to you or your joint tenant; or
- Leaving them at your last known address; or
- Fixing them to your front door or other prominent part of the property; or
- Posting them through the letterbox to the property; or
- Sending them by post
- Sending them via email to the email address we have on record for you (we will also serve you a hard copy using one of the methods above, where we serve you in this way).

Where you wish to issue us with notice you must do so in writing. Notices sent to our managing agent, Homes in Somerset, by email at customer.services@homesinsomerset.org will be accepted.

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Your Tenancy – Types of Tenancy

1. Joint Tenancies

1.1 If you are signing this as joint tenants this means each tenant will be jointly and severally liable for all of the conditions of the tenancy agreement. If one of you breaks a tenancy condition the other can also be held responsible.

1.2 Whilst your name is on the tenancy agreement you are responsible for all of the tenancy conditions even if you no longer live at the property. Any one tenant of the joint tenancy can bring the tenancy to an end. There is no need for all joint tenants to end the tenancy. The remaining tenant will not automatically be entitled to a sole tenancy or another joint tenancy of the property. If you leave the property you will still be liable for rent payments until the account is clear and the relevant paperwork has been completed to release you from your obligations under this agreement.

2. Introductory Tenancies

2.1 In almost all cases new tenants will be signed up to an Introductory Tenancy. You must comply with all the obligations in the agreement. An Introductory Tenancy is a trial period for 12 months which can be extended by us for 6 months if you breach a term of this agreement. An Introductory Tenancy will automatically become Secure after 12 months unless it has been extended and remains an Introductory Tenancy or if court proceedings for possession have been started before the end of your Introductory Tenancy.

2.2 As an Introductory Tenant you are not allowed to:

a. Apply for the Right to Buy your home (but the introductory period will count towards your discount period).
b. Take in lodgers.
c. Sub-let any part of your home with another tenant.
d. Make improvements.

Summary of tenant's legal rights	Secure Tenants	Introductory Tenants
Right of succession	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted in housing management	Yes	Yes

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Right to Buy (some properties may be exempt)	Yes	No (but the introductory period counts towards the discount)
Right to take in lodgers	Yes	No
Right to sub-let (you may only sub-let part of your property)	Yes	No
Right to improve your home	Yes	No
Right to exchange your home with another tenant	Yes	No
Right to assign	Yes	Yes

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Your Tenancy – Your Rights

3. Right to Occupy

3.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligations contained within this tenancy agreement to give access to our employees or contractors, which may include, in an emergency, or where the law permits otherwise situations where we may force access).

3.2 Your right to occupy your home is at risk if you do not continue to live in your home as your only or main residence, or if you do not comply with the terms of this agreement. If you breach this agreement, we may take proportionate action, including legal action where a statutory ground is available.

4. Right to make improvements (Secure tenants only)

You may make improvements, alterations and additions to your home provided that you have first obtained the written consent from Homes in Somerset and all other necessary approvals including listed building consent, planning permission or building regulations approval. You must take care to ensure you do not make any alterations that may affect the fire safety of the property. We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

5. Right to Repair

You have the right to have certain urgent repairs done quickly at no cost to you where the repair may affect health, safety or security and where the repair has not been completed within a specified timescale. Information about qualifying repairs and timescales can be obtained from us or found on our website.

6. Right to Consultation

6.1 We will consult you about any decisions about managing or maintaining housing, if these decisions are likely to have a major effect upon your home or tenancy.

6.2 We do not have to consult you about changes to your rent or service charge, but we will tell you in writing at least four weeks before any rent change or before any change to a service charge.

6.3 For changes that will have a major effect on your home and tenancy, we will:

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a. Give you written notice with the details of what changes are proposed, inviting you (and all other affected tenants) to give us your comments within a reasonable period of not less than one month.
b. Consider all of the comments received within that period before making our final decision regarding the proposed change; and
c. Give you (and all other affected tenants) written notice of our decision at least one month before any proposed changes that result from our final decision take effect.
d. If appropriate, we may serve you with a Notice of Variation. The notice will explain the proposed changes, the reasons for the changes, their effect on your tenancy, and the date on which they are to take effect. The effective date will be at least four weeks after the notice is served, giving you a reasonable opportunity to consider the changes and obtain independent advice. The changes set out in the Notice of Variation will take effect on the date stated in the notice. If you do not wish to continue your tenancy on the varied terms, you may end your tenancy by giving us the written notice required under this agreement. Your notice must state the date on which you intend your tenancy to end.

7. Right to information

You have a right to information from us about the terms of this tenancy and about our repair obligations, our policies for housing allocations and transfers, our policies on tenant consultation and our performance as a landlord. Information may be made available on our website or provided in another accessible format on request.

8. Right to Succession

8.1 As a tenant, it may be possible for someone to succeed your tenancy if they are a person identified as a qualifying person under our policy or legislation in force at the time of your death.

8.2 There is normally only one statutory succession, although the legal position will depend on the history of the tenancy and the circumstances of the case.

8.3 If there is more than one member of your family qualified to succeed this tenancy, then in the absence of an agreement between the parties, we will, using all information available, use our discretion to choose the person to succeed.

8.4 If two people are joint tenants and one dies, the surviving joint tenant becomes the sole tenant and is regarded as a successor, but when both the joint tenants have died there is no further right to succession.

8.5 If someone believes that they may have the right to take over the tenancy, they must contact us as soon as they can. We will explain what information we need to consider the matter and will support them through the process. A delay in contacting us will not, by itself, take away any legal right they may have to succeed to the tenancy. All successors will be bound by the terms and conditions in this agreement.

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9. Right to Assign

You must not assign your tenancy except in accordance with legislation and policy in force at the time of your request. These may include a qualifying mutual exchange, an assignment to a person who would be entitled to succeed in the circumstances permitted by law, or an assignment made under an appropriate court order.

10. Lodgers, subletting and parting with possession

Taking in a lodger (Secure tenants only)

10.1 You may take in a lodger without obtaining our consent, provided that you continue to occupy the property as your only or principal home.

10.2 You must tell us in writing when a lodger moves into or leaves the property. You must provide the lodger's name and any other information we reasonably require to manage the tenancy, prevent overcrowding, protect the safety of residents or comply with our legal obligations.

10.3 A lodger does not become a tenant of the Council and does not acquire any right to take over your tenancy merely because they live at the property. You remain responsible for paying the rent and for complying with this agreement.

10.4 You are responsible for taking reasonable steps to ensure that your lodger does not cause nuisance, harassment, damage or another breach of this agreement.

Subletting Part of the Property (Secure tenants only)

10.5 You must obtain our written consent before subletting any part of the property.

10.6 Your request must provide sufficient information for us to consider it. This may include:

a. the name of the proposed subtenant;
b. the part of the property you propose to sublet;
c. the proposed start date and duration of the arrangement;
d. the number of people who would live at the property; and
e. any payment or rent the proposed subtenant would make.

10.7 We will consider your request within a reasonable time and will not unreasonably withhold consent. In deciding whether it is reasonable to give consent, we may take account of matters permitted by law, including whether the arrangement would cause the property to become overcrowded and whether we intend to carry out work to the property which may affect the proposed accommodation.

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10.8 If we refuse consent, we will explain our reasons in writing.

10.9 You must not allow the proposed subletting to begin unless and until you have received our written consent.

10.10 If we give consent, you must continue to occupy the property as your only or principal home and remain responsible for paying the rent and complying with this agreement. You are also responsible for taking reasonable steps to ensure that your subtenant does not cause nuisance, harassment, damage or another breach of this agreement.

Subletting the whole property

10.11 You must not sublet, give up possession of, or allow another person to take possession of the whole property.

10.12 You must continue to occupy the property as your only or principal home. If you sublet or part with possession of the whole property, your tenancy may cease to be secure and may not regain secure status even if the arrangement later ends.

10.13 Subletting or parting with possession of the whole property may also amount to a breach of this agreement or a criminal offence. We may investigate and take appropriate action, including possession proceedings or other legal action where the legal requirements are met.

10.14 Nothing in this clause prevents a lawful assignment, mutual exchange or transfer of the tenancy carried out in accordance with the law and the relevant provisions of this agreement.

11. Right to Exchange (Secure tenants only)

11.1 You may, with our written consent, exchange the property with another tenant of a registered social landlord or local authority.
11.2 Each of the tenants must have the respective written consent of their landlord before any exchange can go ahead.
11.3 Any reasonable conditions which are attached to the Landlord's consent relating to the remedying of any breach or performing of any obligation of this tenancy must have been complied with.
11.4 We will not withhold consent except on a ground permitted by law and will notify you of our decision within the applicable statutory period. Consent may be made subject to a condition only where the law permits. If you take on this tenancy by way of an exchange you will become responsible for complying with the terms of this tenancy agreement.
11.5 If you move into the property through a mutual exchange, you will need to make an advance rent payment when your tenancy starts. We will explain how much you need to pay, based on how often you have chosen to pay your rent. The amount will be at least two weeks' rent. You must

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then continue making your usual rent payments so that your account remains in credit by at least this amount. When your tenancy ends, we will refund any credit remaining on your rent account, after taking account of any unpaid rent or other sums which may lawfully be deducted.

12. Right to Apply for a Transfer

Depending on your circumstances and the property you occupy you can request a transfer to another council property or housing association property in the area. Whether you qualify and the priority given to your application will depend on the applicable allocation policy, your circumstances and the availability of suitable accommodation.

13. Complaints

We will maintain an easily accessible complaints procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure will be in accordance with the Housing Ombudsman Complaint Handling Code and is available on our website or a copy can be provided on request.

14. Right to Buy (Secure Tenants Only)

14.1 You may have the Right to Buy if you meet the statutory qualifying conditions and the property is not exempt. The qualifying period may include certain previous periods as a public-sector tenant. Restrictions and exceptions may apply, and the law may change during your tenancy.

14.2 Further information and the current application form can be found at www.righttobuy.gov.uk. You should obtain independent legal and financial advice before deciding whether to apply.

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Your Tenancy – Our Obligations

15. Possession

We agree to give you possession of the property at the start of the tenancy.

16. Tenants Right to Occupy

16.1 We will not interrupt or interfere with your peaceful right to occupy the property except where access is required and so long as you abide by the terms of this agreement.

16.2 We may sometimes need access to your home for inspections, repairs, safety checks or another purpose set out in clause 26. We will request access and give notice in accordance with that clause.

16.3 If there is a genuine emergency, we may need to enter without giving prior notice. We will only use reasonable force where this is reasonably necessary and will follow the safeguards set out in clause 26.3.

16.4 If you do not provide access without good reason, we will try to resolve the matter with you. Where access remains necessary, we may take proportionate action, including applying to the court, as explained in clause 26.7

16.5 We require access to common parts at all times to carry out relevant repairs and health and safety inspections to ensure that these areas comply with all relevant health and safety legislation.

16.6 We will comply with our legal obligations, relating to the condition, repair and fitness of your home, including the requirements applying to emergency and significant hazards in social housing. Where the law requires us to investigate, provide information, carry out safety work, take preventative action or arrange suitable alternative accommodation within a specified period, we will act within the applicable statutory requirements.

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17. Repair of Structure and Exterior

17.1 We will maintain, update as necessary and keep in proper working order:

a. The structure and outside of the property including roof, outside walls, outside doors, floors, window frames, windowsills, drains, gutters and external pipes, chimneys and chimney stacks.
b. Internal walls, floors and ceilings, major internal plasterwork, skirting boards, doors and doorframes, door jambs - but we are not responsible for painting and decorating.
c. Kitchen and bathroom fixtures, if supplied by us.
d. Heating and water heating equipment, for which we are legally or contractually responsible.

17.2 Where your home is in an occupied higher-risk building under the Building Safety Act 2022, we will comply with any duties which apply to us as an Accountable Person or Principal Accountable Person. This includes taking reasonable steps to assess and manage building safety risks relating to the spread of fire and structural failure, resident engagement, information and complaints.

17.3 We will tell you how to report a building-safety concern, how to obtain relevant information and how to make a complaint about the management of building safety. Further building-specific information will be provided through the residents' engagement strategy and other communications for your building.

17.4 Our obligations are subject to the repair and condition responsibilities imposed by law. Nothing in this agreement reduces or excludes those responsibilities.

18. Repair of Installation

18.1 We will keep any installation provided by us for space heating, water heating, rubbish disposal and sanitation and for the supply of water, gas and electricity, in good repair and proper working order, including:

a. Basins, sinks, baths, toilets, flushing systems, taps, stop cocks and water pipes.
b. Electric wiring including sockets, light fittings and switches and gas pipes.
c. Water heaters, fireplaces, fitted fires and central heating systems.
d. Hardwired smoke alarms and carbon monoxide detectors

18.2 You may be charged our reasonable costs where repairs are required because you, or another occupant or visitor to your home, have misused, damaged or neglected the property. We will consider the circumstances,

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fair wear and tear and our recharge policy before deciding whether to make a charge.

19. Repair of Common Shared Areas

19.1 We agree to take reasonable care to maintain the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupants or visitors to your home.

20. Information

20.1 We agree to provide you with information on our housing management policies, our performance as a landlord and our complaints procedures on request.

Your Tenancy – Your Obligations

Payments for Your Home

21. Rent

21.1 You must pay the weekly rent and any service charges in advance. Together, these make up the total weekly payment due for your home. Your rent and service charge may be increased or reduced from time to time, usually from the first Monday in April each year.

21.2 Payment is due on the Monday of every week (including bank holidays) in advance. If you move in on any day other than a Monday, your first week's rent will be for the number of days since your tenancy began to the next Monday, plus your weekly rent. By agreement, you may pay fortnightly, four-weekly or monthly, provided that each payment is made in advance and is sufficient to keep your account up to date for the whole payment period.

21.3 You must make an advance payment of at least two weeks' rent when the tenancy begins and continue making your normal payments so that your account remains in credit by at least that amount. We will explain the amount required before the tenancy begins.

21.4 If you are eligible for Housing Benefit or Universal Credit to help pay your rent, you are responsible for making your claim, keeping it up to date and telling both us and the relevant authority **immediately** about any

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changes that may affect your entitlement. Housing Benefit and Universal Credit may not cover all of your rent and service charges. You must pay any amounts due under this agreement that are not covered by your benefit entitlement. If an overpayment is recovered from us and you are legally responsible for repaying it, we may add the amount to your account as a separate debt. We will tell you the amount, the reason for the charge and how it may be challenged or repaid.

21.5 If you fail to make these payments in full and on time, then your home is at risk. Legal action we may take includes possession proceedings. Please contact us as soon as possible if you have difficulty paying so that we can discuss support and repayment options.

21.6 If at the end of a previous tenancy with us you owed us rent or any other money in connection with that tenancy, then you are liable to pay it to us as a term of this tenancy agreement as outlined in the 'Payments for your home' section.

21.7 If this is a joint tenancy, you are both responsible for all the rent and for any rent arrears. We can recover all rent arrears owed for your home from any joint tenant.

21.8 Any payments that you make to us will be applied first to any arrears owed to us under this account or to any previous arrears, from a previous tenancy with us, you have.

22. Service Charges

22.1 We will provide the services set out in the 'Tenancy - Your details' section. These services may relate to your home, the building, communal areas, shared facilities or the Estate. We will tell you what services are being provided and the service charge applicable to those services.

22.2 For Social Rent tenancies, the fixed service charge is payable alongside the rent. Fixed service charges are reviewed annually in accordance with our Service Charge Policy and are based on the actual cost of providing the services.

22.3 For Affordable Rent tenancies, the service charge is included within the rent and is not charged separately. The rent, including any service charge element, will be reviewed in accordance with applicable legislation and this Agreement, and changes to the services provided will not result in a separate adjustment to the rent.

22.4 We may vary the services we provide or introduce new services where it is reasonable to do so and where the change is permitted by this agreement and by law. We will follow any applicable consultation or notice requirements and will explain the effect on your service charge. If we do, your service charge may increase or decrease to reflect the change.

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22.5 We may increase or reduce your service charge when the rent is varied, using the same notice procedure. However, if there is a change in the services provided, we can vary the service charge to reflect the change in services, by giving you at least 4 weeks' notice.

22.6 If your home is provided with a lifeline service, such as an emergency alarm or call system, you must pay the applicable service charge for providing and maintaining that service. This may include the equipment, connectivity, maintenance and monitoring associated with the service. The charge is payable where the lifeline service is provided as part of your home or scheme, even if you choose not to use it.

Other Payments

22.7 You must pay all bills (including Council Tax, water, electricity and gas) for the property, unless the charges are included in your service charge. You are liable for these bills from the date your tenancy with us starts, not the date you move in.

22.8 We are responsible for insuring the building, but not your belongings. We recommend that you arrange your own contents insurance to cover your personal possessions against loss or damage.

Use of your home and communal areas

23. Possession

23.1 You agree to take possession of the property from the date you sign this agreement and use it as your **main and principal home**. If we have reasonable grounds for believing you are not occupying the property in this manner or it has been abandoned, we will investigate and take appropriate action. Such action may include serving a notice on you, requiring you to give up possession of the property in accordance with the Protection from Eviction Act 1977.

24. Absence from your home

24.1 You must tell us in writing if you are, or are expected to be, absent from your home for four weeks or more.

24.2 If you are away during the winter months it is essential that you protect your home against burst pipes by draining down the system and turning the water off.

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24.3 If you are away from your home for a period longer than four weeks, then you must provide details of a keyholder we can contact in case of an emergency. You must contact us at least once a month.

24.4 If you do not provide the requested information, do not return when expected or we find that another person is living at the property, we may investigate whether the property remains your only or principal home, whether it has been abandoned, or whether there has been unlawful subletting or parting with possession. We will follow the applicable legal process before recovering possession. You are responsible for paying your rent, and complying with the terms of this tenancy, during any period of absence until such a point that the tenancy is ended.

25. Use of the property

25.1 You agree not to use your home for illegal or immoral purposes. This includes:

- Keeping unlicensed firearms or illegal weapons, ammunition, explosives or hazardous substances.
- Possessing or producing illicit drugs – by illicit we mean within the meaning of the Misuse of Drugs Act 1971.
- Supplying or intending to supply illicit drugs.
- Dealing in or handling stolen goods.
- Illegal betting or gambling.

25.2 You must not sublet or part with possession of the property except as permitted by the "Lodgers and subletting" section of this agreement. You must continue to occupy the property as your only or principal home.

26. Access

26.1 You **must** allow our employees, contractors or representatives reasonable access to your home where access is reasonably required for a purpose permitted by law or this agreement. Except in the case of an emergency, we will normally give you at least 24 hours' written notice for the purpose of:

- Inspecting the condition of your home.
- Carrying out repairs and undertaking maintenance to the property or an adjoining property.
- Carrying out a review of your tenancy.
- Dealing with any health and safety issues including rectifying any hazards in your home.
- Carrying out the annual safety inspections, including, servicing of your gas appliance and electrical safety checks.

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- Replacement of heating systems
- Legionella testing.
- Carrying out asbestos checks.
- Undertaking Fire Risk Assessments.
- Checking and maintenance of Solar PV systems
- Carrying out surveys in relation to planned upgrade work and undertaking all works necessary to ensure your home meets the Decent Homes Standard

This list is not exhaustive. We may also request access for another reasonable housing-management purpose expressly permitted by this agreement or by law.

26.2 You agree to allow our colleagues, contractors or representatives to do any tests, take samples, take photographs and make video and sound recordings as reasonably requested. We will explain the purpose where reasonably practicable and will process personal information in accordance with our privacy notice.

26.3 In a genuine emergency, we and persons authorised by us may enter the property without prior notice where it is reasonably necessary to protect life, prevent serious injury, make the property or another property safe, or prevent serious damage. Examples may include a fire, suspected gas escape, serious water escape, structural danger or an immediate electrical risk.

26.4 We will use no more force than is reasonably necessary, take reasonable steps to minimise damage, secure the property afterwards and tell you as soon as reasonably practicable what action was taken.

26.5 We may recharge reasonable costs only where the emergency, the need for forced entry or additional damage was caused by your deliberate act, negligence, breach of this agreement or unreasonable failure to provide access after an appropriate request. We will not recharge you merely because emergency entry was necessary.

26.6 It’s important that our employees are able to work safely in your home. You must ensure that all animals are kept under control and away from our colleagues and contractors. You must not smoke, or vape, while our employees or contractors are present.

26.7 You must ensure that if they need to work in a specific area it is easy for them to access and is free from clutter.

26.8 It is important for your safety and wellbeing to let us into the property. If you repeatedly do not allow us access, without good reason, we may charge you the reasonable costs incurred by us or our contractors for the failed appointments.

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26.9 If you do not allow us access to your home as requested, we may take legal action against you.

27. Running a Business from Home

27.1 You may run a business from your home with our written consent. We will not refuse consent unreasonably unless we feel the business is likely to cause a nuisance or annoyance to your neighbours or damage the property.

27.2 If we give consent and the business causes a nuisance, danger, damage or creates a material change in the use of the property we may review or withdraw our consent and should you fail to cease operating when notified, possession proceedings may be taken. You may need planning permission for some businesses – this is your responsibility.

28. Pets

28.1 If we have indicated in this agreement that your property is suitable for a pet/pets you may have a pet/pets as long as they are well cared for and are kept under proper control. If any animal you keep in the property causes a nuisance, annoyance, damage or a public health risk to anyone in the local area, including our employees or representatives, we may ask you to rehome it and we may take legal action for breaching this agreement. You must not keep a dog that is banned by the Dangerous Dogs Act 1991 or keep dangerous animals as defined by the Dangerous Wild Animals Act 1976. You must also not keep livestock at your property including (but not limited to sheep, goats or chickens).

28.2 You must ensure that you, and any people living in or visiting your home, keep any pets under control and ensure they do not damage your home or cause a nuisance or annoyance to others in the neighbourhood. This includes allowing pets to foul in shared areas, or on roads, footpaths or in play areas. We will recharge you the cost of rectifying any damage caused by a pet living or visiting your home, or for clearing animal faeces.

28.3 Reports of cruelty, neglect or the welfare of any animal in the care of you, or anyone living with you will be reported to the relevant authorities. We have the right to withdraw permission and require the removal of a pet in these cases.

28.4 We will ask you to remove an animal if we believe it is causing a nuisance or is unsuitable to be kept in the property and we may withdraw our implied permission for you to keep animals at the property in the future.

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

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29. Waste, Recycling and Hazardous materials

29.1 You must not store, manufacture, use or dispose of petrol, liquid petroleum flammable, explosive or hazardous substance at the property in a quantity or manner which creates an unacceptable risk or breaches the law. This does not prevent the reasonable domestic use of lawful products in accordance with the manufacturer's instructions.

29.2 If you require gas, or similar equipment, for medical purposes, you will need to ask our permission first and agree to any guidance given.

29.3 You are responsible for your household refuse and recycling. You must ensure that all refuse and recycling is contained in a bin and placed at the designated area on the collection day. You are responsible for ensuring that items which can be recycled are separated and placed in the appropriate recycling containers.

29.4 You must ensure that your recycling and rubbish bins do not obstruct neighbours, roads, communal areas or pathways.

29.5 If you live in a flat, recycling and rubbish bins must not be left inside entrances, hallways or on landings. You must also not block rubbish chutes with bulky items.

29.6 If you have access to communal bins or recycling facilities you must use these as stated.

30. Disposal of Bulky Household Items

You must dispose of unwanted household items, for example white goods and furniture. The Council operates a collection service, for which there is a charge. You must not leave any furniture or bulky items in any internal or external communal area, including block entrances, hallways or bin stores.

31. Pest Control and Vermin

31.1 You agree to take reasonable steps to keep your property and any garden, shed or outside area free from pests, vermin and infestations. This includes, but is not limited to, insects, flies, slugs, ants, bed bugs, mice and rats. You must take appropriate action to prevent it from spreading or recurring.

31.2 Where an infestation is caused or contributed to by your actions or failure to maintain the property, including allowing the accumulation of rubbish, food waste, clutter, hoarding or the keeping of pets, you may be responsible for addressing the issue. If we need to arrange any treatment, cleaning, clearance or repair works as a result, we may recharge you our reasonable costs.

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31.3 Where an infestation is caused by a structural defect, disrepair or another matter that is our responsibility, we will take appropriate action to investigate and remedy the issue.

31.4 We will investigate the cause where responsibility is unclear. Before making a recharge, we will consider the evidence, the condition of the property, any structural or communal cause and your individual circumstances.

32. Gardens

32.1 If you have your own, individual garden, you agree to keep it tidy, free from rubbish and animal faeces. You also agree not to store rubbish, household items and hazardous materials.

32.2 You agree to keep it as a garden, maintaining any lawns, plants, shrubs, hedges or bushes. Boundary hedges must be kept below two meters in height, and they must not obstruct highways, footpaths, access routes or neighbouring properties.

32.3 If your garden has a tree, you agree to maintain it, if you are unable to do so, you must tell us and we may be able to help. You also agree not to plant any new trees or remove existing trees or hedges without our written permission.

32.4 You agree not to plant any large, fast-growing shrubs or invasive plants such as bamboo and Japanese Knotweed.

32.5 You agree not to light fires or burn waste in your garden.

32.6 You must keep any ditches or water courses free flowing and not obstruct them in any way.

32.7 You must not install a pond in your garden.

32.8 If you fail to keep your garden tidy you will be given an opportunity to bring it up to a reasonable standard, otherwise, we may undertake any necessary work and charge you the reasonable cost.

32.9 We are responsible for any boundary fences, for example fences that separate your garden from a road, path or communal area. We are also responsible for marking the boundary between properties which is usually done with wire and one privacy panel. Other than the privacy panel we are not responsible for installing or maintaining timber fences between gardens. If you wish to install a fence in your garden you need to seek our written permission.

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32.10 If you have a shared garden or a shared drive, you agree not to remove, alter, erect or replace or plant any boundary.

33. Balconies

33.1 If you have access to a balcony, you agree:

- To keep it clear and not store items which create a fire risk, obstruct an escape route, risk falling from the building or exceed the balcony's safe loading.
- Not to throw anything off of it.
- Not to light fires or BBQs on it

34. Communal areas

If you have access to a communal area, you agree:

34.1 To comply immediately to any instructions given in relation to fire safety so that we remain compliant with all relevant legislation.

34.2 Not to smoke or vape in internal areas.

34.3 Not to allow anyone you do not know into the shared areas or through security doors.

34.4 Not to tamper with any services, security or safety equipment. This includes but is not limited to fire extinguishers, fire alarms and door entry systems. Doors must not be jammed open.

34.5 Not to use any communal electricity.

34.6 To keep all corridors, staircases, hallways, bin chutes, bin stores, gardens and drying areas clear and tidy at all times and not store any bulky items, pushchairs or bikes internally. While we arrange for these areas to be cleaned, you must still take responsibility for any litter, waste or other items that you or your visitors leave behind.

34.7 Not to store or charge a Mobility Scooter, E-Bike or E-Scooter in any communal area unless you have permission to use a designated scooter store.

34.8 Not to put any temporary or permanent fixtures on any outdoor communal areas, for example sheds, play equipment, BBQs or fire pits without gaining our permission first.

34.9 We will remove items from communal areas if they pose a health and safety concern.

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34.10 If you repeatedly breach these terms we may take legal action against you.

Your Community Responsibilities

35. Anti-Social Behaviour -Your responsibilities

All tenants are entitled to peaceful enjoyment of their home. To ensure this happens everyone needs to behave in a neighbourly way. This means you must keep to the terms of this agreement, show consideration towards others and respect that your neighbours may have different values or lifestyles.

36. Unacceptable behaviour and/ or conduct

36.1 You, anyone living in your home and any visitors to your home (including children) must not engage in conduct that causes, or is likely to cause, nuisance, annoyance, alarm, distress, harassment or inconvenience to any person living in, visiting or working in the local area. This includes behaviour occurring in your home, garden, communal areas, surrounding streets and neighbourhood along with any of our offices.

36.2 Examples of this behaviour include, but are not limited to:

a. Causing excessive noise, including loud music, shouting, arguing, banging, DIY activities, parties or allowing pets to create persistent noise or disturbance.
b. Threatening, intimidating, harassing, abusing or using violence towards any person, including neighbours, visitors, contractors, our employees or representatives.
c. Using abusive, offensive or discriminatory language or behaviour whether in person, in writing, online or through social media.
d. Writing, displaying or distributing threatening, insulting or abusive messages, letters, emails, posters, graffiti or online content.
e. Using the property or any communal area for criminal, unlawful or immoral purpose, including the use, production or supply of illegal drugs, handling stolen goods or possessing unlawful weapons.
f. Damaging, defacing or misusing any property, equipment, communal area or facility.
g. Allowing animals kept at the property to cause nuisance, annoyance, damage, fear, injury or a risk to public health.
h. Any other conduct which interferes with another person's peace, comfort, safety or enjoyment of their home, workplace or local area.

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36.3 Hate Incidents and Harassment

36.4 You must make sure that you, or people living or visiting your home, do not harass, annoy, threaten or cause nuisance to anybody on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and/ or sexual orientation. This includes conduct directed towards a person because they are believed to have, or are associated with someone who has, a protected characteristic.

37. Domestic Abuse or Violence

37.1 You must not commit any acts of domestic abuse which includes coercive control, emotional, psychological, sexual, financial and physical abuse or act violently or threaten violence towards your partner, former partner or any other member of your household or family. This includes situations where you no longer live at the same address. We will in these circumstances take such legal action as is necessary to remove the perpetrator from the property and allow the victim and family to return to (or remain in) the property. We will consider the safety, wishes and housing needs of the person experiencing abuse and any children or other household members, and will provide information about available support.

38. Using CCTV, Video Doorbells or other Surveillance Equipment

38.1 You agree not to install CCTV, video doorbells or any other recording equipment at your home without obtaining our written permission first.

38.2 Where permission is given by us, you must not position or use equipment in a way which unreasonably intrudes upon another person's privacy, causes nuisance, records more of a shared or neighbouring area than is reasonably necessary for home security, damages the property or breaches applicable law.

38.3 If you record an appointment or visit, you should tell those present where reasonably practicable. A recording must not be used to harass or intimidate another person or to publish personal information unlawfully.

39. Vehicles and Parking

39.1 You agree to ensure that you, members of your household and visitors only park cars or other vehicles near your home:

- Within the boundaries of your property on a properly constructed hardstanding with required drop kerb in place.
- In a garage.
- On a public road (but not blocking access or contravening parking regulations)
- In a designated parking area.

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39.2 You agree not to drive across a grassed verge to access your property. If your vehicle is found to be parked on grassed areas, you will be charged the reasonable cost of making good any damage caused by your vehicle.

39.3 You must not carry out any major repairs including engine changes, body part replacements and paint spraying to any vehicle at the property or on our land, or do anything that causes a hazard, nuisance or annoyance. In particular, you must not allow damage to the pathways, drives or highway through leakages and spillages or pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins.

39.4 You agree not to abandon any vehicles on our land. Any abandoned vehicles may be removed and disposed of.

39.5 You agree not to block local roadways and other vehicular access, and to keep them and car parking spaces clear of untaxed and non-roadworthy vehicles and obstructions.

39.6 You may keep vehicles at the property, including vehicles that are temporarily off the road, providing they are kept in a reasonable condition and do not become unsightly, abandoned or cause a nuisance, obstruction or health and safety concern.

39.7 If your property has access to designated spaces for electric car charging, you must only use these to charge your car.

39.8 You must not park other vehicles such as boats, trailers, heavy goods vehicles (HGV), motorhomes or caravans at your home without obtaining our written permission. If there are restrictive covenants in place in your area which restrict parking a type of vehicle, these must be adhered to in addition to this agreement.

Repairs, Maintenance and Alterations

40. Looking after your home and reporting repairs

40.1 You must carry out repairs which are your responsibility and you must ensure that they are carried out competently.

40.2 You must take proper care of your home and report any faults or damage to your home or the communal areas immediately. If arrangements have been made to visit your home to carry out an inspection or repair, you must keep the appointment.

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40.3 If you lose your keys, you are responsible for replacing them. If we carry out a lock change, we may recharge you the cost.

40.4 You must not damage, misuse or neglect your home. You may be charged for any repairs that are required because you, or another occupant or visitor to your home has damaged, misused or neglected the property.

40.5 We are responsible for maintaining sinks, baths, showers, toilets and associated pipework. You are responsible for using them properly and must not cause blockages through misuse. You must not dispose of nappies, wipes or sanitary products down toilets or dispose of any hazardous substances down sinks. Where a blockage or damage has been caused by you, a member of your household or a visitor, we may recharge the cost of any repair or clearance work. Where a blockage is external to the property you must contact Wessex Water in the first instance.

40.6 If your property has adaptations which were installed through the disabled facilities grant process you may be responsible for the cost of the maintenance and repair of these.

40.7 If we let a property to you with bespoke adaptations such as a through floor lift or stairlift, you must not remove these without our written permission. We will notify you of this if that is the case.

40.8 If your property has a Bespoke Home User Guide, you agree to abide by the terms of this guide as well as adhere to the obligations within this agreement.

40.9 Where we have carried out works to improve the energy efficiency of your home, you agree to follow the guidance we have supplied for the use of your property.

40.10 You must tell us as soon as reasonably possible about any defect, damp, mould, leak, fire risk, electrical concern or other condition which may present a risk to the health or safety of anyone in the property. You must provide reasonable access for us to investigate and carry out work, subject to the access provisions in this agreement. A failure to report an issue does not remove any legal responsibility we have where we know, or ought reasonably to know, about it.

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41. Permission to Make Alterations (Secure tenants only)

41.1 If you wish to make a change to your property, you must ask for our permission first. Changes include (but are not limited to):

a. Installing a new bathroom or shower.
b. Installing a new kitchen.
c. Changing doors (we are unlikely to give permission to change a front door or fire door).
d. Adding a conservatory or outbuilding.
e. Removing walls.
f. Altering lighting and power circuits.
g. Ground works including installing a new patio or decking.
h. Changing existing fencing.
i. Making structural repairs.
j. Changing radiators or installing fixed home ventilation systems such as air conditioning.
k. Erecting a greenhouse, shed or new fence.
l. Installing equipment to charge an electric car.
m. Installing a satellite dish.

41.2 You will be responsible for maintaining any changes and as part of the permission granted you may be required to return the property to its original condition when you move out.

41.3 Where permission is granted, you agree to only use competent, suitably qualified contractors to complete the work. You must also supply the relevant certification on completion of the works. Where this cannot be provided, we will inspect, test any installations and carry out work to bring the work up to required standards. If the work does not meet the required standard, we may require you to remedy it or may carry out necessary work and recharge our reasonable costs, after giving you an appropriate opportunity to address the issue unless urgent action is required.

41.4 You are not permitted to paint the exterior of the building, open up fireplaces or install a log burner.

41.5 You must not remove any existing installation without our written permission, this includes built in cupboards and wardrobes.

42. Flooring

42.1 You are responsible for ensuring that your property has suitable floor coverings (for example carpets or vinyl). If we have gifted carpets to you at the start of your tenancy, these are your responsibility to maintain and replace.

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42.2 If you live in a flat above the ground floor, you are not permitted to install hardwood or laminate flooring due to noise transference.

If your flooring must be moved to allow us to carry out work, responsibility for removal and reinstatement will depend on the nature of the flooring, whether it was installed with consent, the reason for the work and our respective legal responsibilities.

43. Loft Spaces

43.1 If you have access to a loft, you agree not to use it for storage. Lofts need to be kept clear for air circulation and to allow access for any works that need to be carried out.

44. Home Safety

44.1 You agree not to tamper or make any adjustments to your front door.

44.2 You must not tamper with, change or remove any fire doors in your property. This includes removing or altering any door closing devices.

44.3 You must not damage any smoke, carbon monoxide or heat detectors in your home or communal areas. You must also ensure that any battery-operated smoke and carbon monoxide alarms are in good working order.

44.4 You must seek our permission before installing any equipment to charge an electric car, bike or Mobility Scooter. You must not trail extension leads across paths to charge your vehicle.

44.5 You must not do anything in your property which will make the property dangerous, this includes removing fixtures and fittings such as bannisters and handrails.

44.6 You must not tamper with or remove any asbestos in your home, outbuildings, sheds or communal areas. If you have been given permission to make a change to your home and you or your contractor finds asbestos, you must stop work and tell us immediately.

44.7 You must not connect portable or plug-in electricity-generating equipment, including plug-in solar photovoltaic equipment, battery-storage systems or vehicle-to-home equipment, to the property's electrical installation without our prior written consent.

You must not attach panels or equipment to the roof, walls, balcony, windows or another part of the building without our prior written consent.

44.8 We will consider requests relating to mobility aids individually and will make reasonable adjustments where required.

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44.9 You agree not to operate, store or charge a Mobility Scooter, E-Bike or E-Scooter at your property without our permission. Where permission is given, you must:

a. use the correct manufacturer-approved battery and charger;
b. not use a battery or charger which is damaged, defective, recalled, modified or incompatible;
c. not charge equipment where it obstructs an escape route or is close to readily combustible materials;
d. not alter the electrical installation or install a charging point without our written consent; and
e. follow reasonable fire-safety instructions provided by us.

45. Solar Panels

45.1 You must not install solar panels (solar photovoltaic PV) at the property.

45.2 If your home already has solar photovoltaic (PV) panels installed, it is the property of the landlord. We own the rights to any and all income produced by the system. You have the right to use electricity produced by the system, the amount of which will vary depending on season and efficiency.

45.3 You agree to:

a. Provide access to the property to our colleagues or contractors to check and maintain the solar PV system.
b. Not cause any reckless or malicious damage to the solar PV system.
c. Not to store electricity.
d. Allow our colleagues or contractors to install new systems where feasible, or disconnect and/or remove existing systems without replacement if necessary, on any grounds.

45.4 If you subsequently exercise the Right to Buy on a property with a solar PV system installed, then you will become the owner of the system and be entitled to any feed in tariff payments that might apply. Any entitlement to generation or export payments will depend on the terms of the sale, the arrangements applying to the system and any third-party rights. We will provide relevant information as part of the Right to Buy process.

46. Decoration

46.1 You agree to keep the interior of your home in good condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

46.2 At the end of your tenancy if, during the inspection, we identify very dark colours, murals, specialist finishes or other decorative treatments that are

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likely to affect the future letting of the property, we may ask you to redecorate the affected areas in a neutral colour before the tenancy ends.

47. Planned Upgrade and Decarbonisation Works

47.1 You agree to allow us access to carry out surveys in relation to planned upgrade work and undertake works necessary to ensure your home meets the Decent Homes Standard.

47.2 Where we reasonably determine that the existing heating system in your home is no longer suitable, viable, efficient, safe or sustainable for continued use, we may replace it with an alternative. You must not unreasonably refuse the installation of a replacement heating system provided by us. Refusal will be considered a breach of this agreement and we may take legal action.

47.3 If you give clear written agreement to specific planned work and, after we have reasonably relied on that agreement, you cancel or refuse access without reasonable notice or good reason, we may seek to recover any reasonable and unavoidable direct cost which we have actually incurred and cannot mitigate.

47.4 We will consider your individual circumstances before deciding whether to make a charge.

Ending your Tenancy

48. Moving Out

48.1 You must give us four weeks written notice, ending on a Sunday, of your intention to end your tenancy.

48.2 You must give us vacant possession (meaning removing all items and ensuring all persons leave) and return all keys of your home at the end of the tenancy.

48.3 You must remove all furniture, personal possessions and rubbish from the property and garden and leave your home and our fixtures and fittings in good condition and repair (subject to fair wear and tear). Failure to do so may lead us to charge you for any repairs, cleaning or rubbish removal which we may consider to be your responsibility and for any damage caused.

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48.4 You must return the property in good decorative order, allowing for fair wear and tear.

48.5 Please ensure that any lifeline telephones or pendants provided by us are left in the property. If you do not, you will be recharged for the cost of replacement.

48.6 You must make sure that all rent, service charges and recharges that are due or remain outstanding are paid before your tenancy ends. You will remain responsible for any amounts relating to your tenancy that become due after you leave.

48.7 You are responsible for informing your utility providers that you are leaving the property and should provide meter readings to close your accounts. If any debts are outstanding, we may share information with a utility supplier where this is necessary and lawful, in accordance with our privacy notice.

49. Death

49.1 If the tenancy ends because you have died and there is no one entitled to succeed to your tenancy, your personal representatives (the executors or administrators dealing with your estate) will need to give us four weeks' notice.

49.2 Rent and other sums may remain payable from your estate until the tenancy is lawfully ended. A relative, next of kin or personal representative is not personally liable merely because they notify us of the death or assist with the maintenance or return of the property, unless they have a separate legal liability.

49.3 Where there is no known personal representative, we will follow the applicable legal procedure before recovering possession. Any unpaid rent or other lawful charge may be claimed from the estate.

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