Somerset Council

Tenancy Agreement

«offeraddress1»

«offeraddress2»

«offeraddress3»

«offerpostcode»



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.

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, your husband, wife, civil partner, children; and your friends, relatives, and anyone else living in or visiting your home.

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.

Giving us information

You must give us correct information. We may take legal action to force you to leave your home if you (or somebody acting on your behalf):

- Make a statement you know is false, or
- Give us misleading information

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Tenancy and tenant(s) details

Who is this Tenancy Agreement between?

This Tenancy Agreement is between Somerset Council, of, Bridgwater House, King Square, Bridgwater, Somerset, TA6 3AR ("us" "we" "our" "the Council") and you, the tenant(s).

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»

("you"). 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»

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

("your home" or "the property"). In this agreement "your home" or "the property" means the premises at the address above and includes any t not 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.

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

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

*Please keep this information up to date.

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»

Your tenancy

This is a **Secure 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:

Signed:

Print name: «UserName»

Date: «createddate»

Job title:

Types of Tenancy

Joint Tenancies

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

Introductory Tenancies

In almost all cases new tenants will be signed up to Introductory Tenancies. You must comply with all the obligations in the Agreement. This tenancy is a trial period for 12 months which can be extended 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.

As an Introductory Tenant you are not allowed to:

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

Summary of tenants 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
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

General Terms of Tenancy

Payments for your home

Rent and other charges relating to your tenancy are payable in advance. Your rent payment period starts on the first day of your tenancy.

- Two weeks rent in advance is payable when this tenancy commences. Your account must remain in credit by this amount throughout your tenancy. This will be refunded to you when your tenancy ends.
- You must pay your rent and other charges in advance every week including bank holidays. If you want to pay us every month, fortnightly or four weekly, you must pay in advance for the month, fortnight or four weeks to come. If your tenancy begins on a day other than a Monday your first week's rent will be for the number of days since your tenancy began plus your weekly rent and thereafter your weekly rent is payable on Monday every week, unless it is a rent free week. If you owe us any money you must continue to pay us during a rent free week.
- If you fail to make these payments in full and on time we may go to court to seek a Possession Order in respect of the property and a money judgment against you. **Please contact us immediately if at any time you experience difficulties with making your payments.**
- If this is a joint tenancy, each of you is liable for all sums due under this agreement, not just liable for a proportionate part.
- We may use any money which we owe you to pay any rent or charges you owe under this or a previous tenancy.
- We will give you not less than 28 days' notice in writing of any increase in rent and/or other charges. Any decrease will take effect immediately.

Changes to this agreement

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. We do not have to consult you about setting rent, service charges, garage charges, support charges or any other charges.

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

- Give you written notice with 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
- Consider all of the comments received within that period before making our final decision regarding the proposed change; and
- 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.
- If appropriate we may serve Notice of variation upon you accompanied by written reasons for the decision and information about the nature and effect of the variation and the date when the variation is to take effect. That date (which will be not less than four weeks nor ordinarily more than eight weeks from service) must allow a reasonable time for you to take advice as to whether or not you wish to end your tenancy. The terms of your tenancy will be varied
- by the Notice of Variation from the effective date, unless you have written to us before that date stating:
    - You wish to end the tenancy on or before the effective date; and
    - The date on which this tenancy is to end.

Use of your data

We will meet our obligations under the Data Protection Act 2018.

By signing this agreement you agree that we may disclose such information to the Police, other law enforcement agencies, the Department of Work and Pensions, for the Prevention of fraud and any potential future landlord requiring a reference.

The General Data Protection Regulation (GDPR) provides the following rights for individuals:

- 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.

Obtaining permission

In situations where you are required to get permission you should do so in writing or by email. We will not unreasonably withhold our permission but may stipulate reasonable conditions before granting it.

Service of notices

We may serve notices (including notices of legal proceedings) on you by:

- 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 first class post or recorded delivery or equivalent to the property.

Where permission or notice is required in writing notification by email to customer.services@homesinsedgemoor.org will be accepted.

Our Obligations

What we agree to

Possession

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

Tenants right to occupy

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.

We will require access to the property if:

- We give you 24 hours' notice to inspect or repair the property, including inspection and works under the Gas Safety Regulations.
- We need to check your safety or welfare if we have reasonable grounds for concern.
- We believe there is an emergency and persons or property are at a significant risk of imminent harm.
- We have obtained a court order allowing us to do so.
- This agreement has ended.

In cases where there is an emergency we may not be able to give you 24 hours' notice and may in certain limited circumstances force entry.

We may 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.

Repair of structure and exterior

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

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

Repair of installation

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:

- Basins, sinks, baths, toilets, flushing systems, taps, stop cocks and water pipes
- Electric wiring including sockets, light fittings and switches, gas pipes and water pipes
- Water heaters, fireplaces, fitted fires and central heating installations
- Any shared fire alarm, door entry and TV aerial systems
- Hardwired smoke alarms and carbon dioxide detectors.

You will be charged for any of the above repairs that are required because you, or another occupant or visitor to your home, have misused or neglected the property.

Repair of common shared areas

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 of and visitors to your home.

Information

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

Your Obligations

1. Possession

    1.1 To take possession of your home at the start of your tenancy and to live at the property as your only or principal home.

2. Rent

    2.1 To pay your rent and other charges. You must pay two weeks' in advance when your tenancy starts and make payments as your rent falls due.
    2.2 Your rent is due every Monday, and you must pay it every week in advance, including bank holiday weeks. If you want to pay at longer periods such as monthly, you must pay us in advance for the month to come.
    2.3 Any payments that you make to us will be applied firstly to any arrears owed to us under this account but if there are none will be applied to any previous arrears you have.

3. Use of your home

    3.1 To use your home for residential purposes, as your only or principal home and not to operate or allow to be operated any business at your home without our prior written consent, and the consent of any other body that is necessary. We will not refuse consent unreasonably, but we would not regard it as unreasonable for us to do so if we feel the business might cause a nuisance or annoyance to other persons in the neighbourhood or damage to your home or any other building or property. If we give consent and the business causes a nuisance we may immediately withdraw our consent and should you fail to cease operating when notified, possession proceedings may be taken.
    3.2 Not to use your home in connection with any illegal activity or the storing, manufacturing or distributing of unlicensed firearms or illegal weapons, ammunition, explosives or hazardous substances.
    3.3 Not to keep anything that may be classed as an offensive weapon in your home including but not limited to banned knives and weapons.
    3.4 Not to store, manufacture, dispose of or allow to accumulate within your home or in its surroundings and common parts, refuse, petrol, liquid petroleum or other combustible substances, nor any bulk foodstuffs or materials in such a way as may cause or encourage infestation of your home or common areas with pests, insects or other vermin or cause a fire hazard.
    3.5 To remove any infestation of insects, flies, slugs, bed bugs and other pests or vermin promptly on it coming to your attention. You will be required to cover the costs of this removal.
    3.6 If gas is required for medical purposes you must request permission and agree to any guidance given.

3.7 You will require written permission before operating, storing or charging a mobility scooter in your home.

4. Criminal behaviour

4.1 You must make sure that you, and people living in or visiting your home do not:

- Use the premises, or allow them to be used, for illegal purposes or criminal activity (such as selling, storing or cultivating drugs); or
- Commit any serious offence (one that you could be arrested for) in the property, estate or local area.

You are in danger of losing your home if you do not keep this responsibility.

5. Nuisance and annoyance

5.1 You must make sure that you, and people living in or visiting your home, do not harass, annoy or cause a nuisance or do anything likely to annoy or cause a nuisance, alarm or distress to:

- Any person living with you or working in the local area
- Any person who lives in the local area
- Any of our employees or person acting for us including contractors.

6. Hate incidents and harassment

6.1 To make sure that you, or people living in 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 but is not limited to sending letters, communications, messages, graffiti or making insults or threatening language or behaviour on any ground that may cause offence to other persons in the neighbourhood or to any of our tenants, employees, agents or contractors.

7. Domestic abuse or violence

7.1 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.

8. Pets

8.1 You may keep animals or pets at the property with our permission, although there may be restrictions if the access to your home is by a shared entrance. You may keep an assistance dog in a property with a shared entrance if you have our written permission. Dogs covered by the Dangerous Dogs Act 1991 are not allowed on any of our property. You may keep small caged birds (not pigeons), small caged animals (such as rabbits or guinea pigs) and/or a small aquarium or vivarium.

8.2 You must ensure that you, and any people living in or visiting your home, keep any pets under control ensuring they do not damage your home or cause a nuisance or annoyance to others in the neighbourhood.

8.3 Reports of cruelty, neglect or impact on health and welfare of any animal in the care of you, 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.

8.4 You must not allow your pets to foul shared areas, or on roads, footpaths or in play areas in the locality of your home.

8.5 If any pet or animal you keep at your home or is brought to your home by visitors causes a nuisance or annoyance to anyone in the local area, including our employees or agents, we may ask you to remove the animal and may take appropriate legal action against you.

9. Access to your property

9.1 After we have given you five working days' notice, you must allow us, or any other employee or contractor acting on our behalf, including suppliers of utilities, access at reasonable times to inspect the condition of your home or any installations (such as gas, electricity and water).

9.2 You agree to allow access to our employees or contractors to carry out repairs or other works to your home or adjoining property, or to comply with our statutory obligations or to update as necessary.

9.3 In an urgent situation we will try to give you at least twenty-four hours' notice but more immediate access may be required in an emergency. You must not obstruct or deny access, either deliberately or otherwise, in particular, where this is needed for the annual service of gas or other fuel installations.

10. Access to shared areas

10.1 Where access is shared between properties, for example access is through a neighbouring property's garden, shared paths and/or driveways, after we have given you five working days' notice you must allow us, or any other employee or contractor acting on our behalf, including suppliers of utilities, access to your property, garden or other outside space, where this is required to carry out repairs or works to a neighbouring property.

10.2 If you occupy a property with a shared area you must allow access to any person with a right to use the area.

11. Communal areas

If you have access to communal areas, you must:

11.1 Not allow anyone you do not know into the shared areas or through security doors

11.2 Not obstruct or place objects in any corridor, path, staircase, refuse chute or bin room which may cause a hazard to the health and safety of other tenants and/or their visitors, employees, or other agents. Ensure that any items of bulky waste are disposed of appropriately and are not left in internal or external communal areas.

11.3 Not interfere with services or security and safety equipment in communal blocks. Doors should not be jammed open.

11.4 Keep shared areas including entrances, hallways, staircases, and landings which are the responsibility of all residents clean, tidy and free from rubbish.

11.5 Not store items such as bikes and pushchairs in the communal areas.

11.6 Act immediately to any instructions given in relation to fire safety so that we remain compliant with all relevant legislation.

11.7 Not put any temporary or permanent fixture on any outdoor communal areas e.g paddling pools, play equipment, BBQ's, and fire pits without first gaining permission in writing.

12. Solar panels

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

12.2 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.

12.3 You agree to:

- Provide access to the property to employees or contractors acting on our behalf to check and maintain the solar PV system
- Not cause any reckless or malicious damage to the solar PV system
- Not store electricity
- Allow us, or any other employee or contractor acting on our behalf, to install new systems where feasible, or disconnect and/or remove existing systems without replacement if necessary, on any grounds

12.4 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.

13. Internal decoration, repairs and works

13.1 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.

13.2 Properties will be let in neutral colours and must be returned at the end of the tenancy in neutral colours, tenants will be recharged for any painting required to return the property to neutral decoration at the end of a tenancy.
13.3 Not to dispose of nappies, wipes or sanitary products down toilets or dispose of any hazardous substances down sinks.
13.4 Not to remove any installation belonging to us from your home without written consent. This includes doors, kitchens and bathroom fittings. We will act reasonably in considering any request.
13.5 Not to install laminate or wood flooring into a flat on any floor above ground floor level because of noise transmission without written permission. If laminate flooring needs to be removed to carry out works you will be responsible for any costs of replacement or relaying.
13.6 Not to install CCTV equipment without written permission.
13.7 To keep in a good and safe condition any domestic appliances and other installations that you have brought into your home, and any improvements that you have made.
13.8 Lofts need to be kept clear for air circulation and to allow access for any works that need to be carried out.
13.9 Fireplaces must not be opened up.
13.10 To ensure any battery-operated smoke alarms and carbon monoxide detectors are in good working order.

14. Damage

14.1 To make sure that you, or people living in or visiting your home do not damage or remove any property we own or try to do so.
14.2 Not to make any structural alterations without written permission.
14.3 You will be recharged for any cost to rectify any damage or to return a property to the required standard.

15. Repairs

15.1 You must carry out repairs which are your responsibility and you must ensure that they are carried out competently.
15.2 You must take proper care of your home and report any faults or damage to your home or common areas immediately. If arrangements have been made to visit your home to carry out a repair you must keep the appointment.
15.3 You will be charged for any repairs that are required because you, or another occupant or visitor to your home, have misused or neglected the property.
15.4 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.

16. Smoking

16.1 You must not smoke in or allow smoke to enter indoor communal areas. You should not smoke when our staff or contractors are visiting your property. If you do our staff or contractors have the right to leave the property without carrying out or completing the work they have attended to do.

17. Gardens and fences

17.1 If you have a garden, you must keep it tidy and free of rubbish and dog and cat faeces. You must report any repairs needed to fencing (fencing between properties may be your responsibility). Do not use your garden to store rubbish or unsightly and/or dangerous materials such as household furniture, household appliances and flammable or other hazardous waste.

17.2 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 decide to do the work for you and charge you for it. If we require items to be removed to carry out maintenance, we will give you 48 hours' notice, failure to remove items may result in you being recharged.

17.3 You must not plant any large fast-growing shrubs, trees or Japanese Knotweed and otherwise cut down, remove, relocate or significantly alter any trees in your property unless you have been given written permission in advance. You must take action to prevent harmful weeds and invasive plants from spreading which includes but is not limited to Japanese Knotweed, giant hogweed etc.

17.4 You must obtain written permission from us before you make a change or erect any new fences or structures in your garden such as sheds, greenhouses, decking or hardstands. If you erect a new fence, structure or hardstand you assume responsibility for maintaining it and may be recharged for its removal if left at the property at the end of your tenancy.

17.5 You are also responsible for keeping hedges within your garden maintained so they do not cause a nuisance or obstruction to others.

17.6 If you consider that a tree in your garden requires lopping or some work you must report this immediately.

17.7 You must not install a pond in your garden.

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

18. Vehicles, caravans and roadways

18.1 To make sure that you, members of your household and visitors only park cars or other vehicles near your home:

- Within the boundaries of your home on a properly constructed hardstand with required dropped kerb in place
- In a garage

- On a public road (but not blocking access or contravening parking regulations)
- In a designated parking area

18.2 Not to drive across a grassed verge to access your property.

18.3 Not to park other vehicles such as boats, trailers, heavy goods vehicles (HGV), motorhomes or caravans at your home without first obtaining our written permission.

18.4 Not to carry out major repairs including engine changes, body part replacements and paint spraying, to any vehicle at the property or on our land or do anything else which causes a hazard or 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.

18.5 Not to abandon any vehicles on our land. Any abandoned vehicles may be removed and disposed of.

18.6 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.

18.7 Not to keep any vehicles which are untaxed, SORN or without MOT without permission on your driveway or on any other communal area.

18.8 If your vehicle is found to be parked on grassed areas, you will be recharged for the cost of making good any damage caused by your vehicle.

19. People living with you

19.1 You must inform us if someone is moving into your home. If you are a secure tenant, you have the right to take in lodgers as long as this does not make the property overcrowded.

19.2 You must inform us in writing of any changes in your household composition such as people, including family members, staying in or leaving your property for periods longer than four weeks. You must provide details of names and dates of birth of all occupants of your property.

19.3 If you are in receipt of welfare benefits you must inform the benefit-giving organisation of the information regarding the occupants that they require to administer your claim.

19.4 You must not allow more than the number of persons shown on page 4 of this agreement to live at your home.

20. Sub-letting

20.1 You must not grant a sub-tenancy of the whole of your home.

20.2 You must not grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may give consent subject to reasonable conditions and providing you are a secure tenant.

20.3 You must notify us of any long-term changes in the people who are living at the property.

21. Absence from your home

21.1 You must inform us in writing if you are, or expect to be, absent from your home for four weeks or more.
21.2 If you are away from the property for a period longer than four weeks, then you must provide details of a keyholder we can contact in case of emergency and you must contact Homes in Sedgemoor at least once a month. During the winter months it is essential that you protect your property against burst pipes by draining down the system and turning the water off. If you have not made contact or you do not return to the property on the date you told us you would be returning we will assume that you have abandoned the property.
21.3 If you go away without telling us and we discover someone else living in the property, we will assume that you have sublet the property or parted possession of it and may take legal action to end your tenancy.
21.4 Rent continues to be payable during any period of absence until such a point that the tenancy is terminated.

22. Ending your tenancy

22.1 To end your tenancy, you must give us a minimum of four weeks' notice in writing, expiring on a Sunday.
22.2 Notice given by one joint tenant will end the tenancy for all joint tenants. If you are a joint tenant, then you are strongly recommended to tell all other joint tenant(s) if you are serving notice to terminate.
22.3 In cases of domestic abuse, we will consider whether it is appropriate to terminate the tenancy for both parties and may consider creating a new tenancy for one party.

23. Moving out

23.1 You must give us vacant possession and return the keys of your home at the end of the tenancy and remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fitting in good lettable condition and repair (subject to fair wear and tear). Failure to do so may lead us to charge you for any repairs, cleaning, rubbish removal which we consider to be your responsibility and for any damage caused.
23.2 The property should be returned decorated in neutral colours (if your tenancy started after 1st April 2021).
23.3 Please ensure any lifeline telephone or pendants provided by us are left in the property. If you do not do so you will be recharged for the cost of replacement.
23.4 You are obliged to ensure that you clear all other goods from the property at the end of your tenancy. If you do not do so, we will charge you for any removal and storage and subsequent disposal costs incurred.
23.5 You must pay all rent, service charges and recharges which are due.

23.6 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 will provide suppliers with the details they require to make contact with you, this may include your name and forwarding address.

Your Rights

You have the following rights:

24. Right to Occupy

    24.1 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).
    24.2 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 tenancy agreement.

25. Right to make improvements (secure tenants only)

    You may make improvements, alterations and additions to your home provided that you have first obtained our written consent 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.

26. 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. We will give you full details of the right to repair scheme including a schedule of qualifying repairs upon request. Under the right to repair scheme we must pay you compensation if qualifying repairs are not done within timescales.

27. Right to consultation

    27.1 We must consult you before making any changes likely to have a substantial effect on your tenancy.
    27.2 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.

28. 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.

29. Right to succession

    29.1 As a tenant, it may be possible for someone to succeed your tenancy if they are a person identified as a qualifying person under the policy or legislation in force at the time of your death.
    29.2 A tenancy can only be passed on by succession once.
    29.3 If there is more than one member of your family qualified to succeed to this tenancy, then in the absence of agreement between the parties, we will, using all relevant information available, use our discretion to choose the person to succeed.
    29.4 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 of succession.
    29.5 All claims to succeed to this tenancy must be made to us in writing within four weeks of your death. We will notify all claimants of the name of the person (the successor) to whom this tenancy has passed.
    29.6 All successors will be bound by the terms and conditions in this agreement.

30. Right to assign

    You must not assign your tenancy except in accordance with legislation and policy in force at the time of your request.

31. Right to exchange (secure tenants only)

    31.1 You may with our written consent exchange the property with another tenant of a registered social landlord or local authority
    31.2 Each of the tenants must have the respective written consent of their landlord before any exchange can go ahead.
    31.3 Any reasonable conditions which are attached to the Landlord's consent about the remedying of any breach or performing of any obligation of this tenancy must have been complied with.
    31.4 We will only refuse consent on reasonable grounds.
    31.5 If you take on this tenancy by way of exchange you will become responsible for complying with the terms of this tenancy agreement.
    31.6 Two weeks rent in advance is payable when this tenancy commences by way of exchange and must remain on your account to ensure you always have credit on your account. This will be refunded to you when your tenancy ends.

32. 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.

33. 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 operate in accordance with the requirements set out in the Localism Act 2011 and is available on our website or a copy can be provided on request.

34. Right to Buy (secure tenants only)

    34.1 Secure tenants have the Right to Buy when they have spent at least three years as a local authority tenant.
    34.2 You will only be able to purchase under the scheme if your house or flat is your only or principal home and is self-contained, restrictions may apply.
    34.3 Further information and the current application form can be found at www.righttobuy.gov.uk.