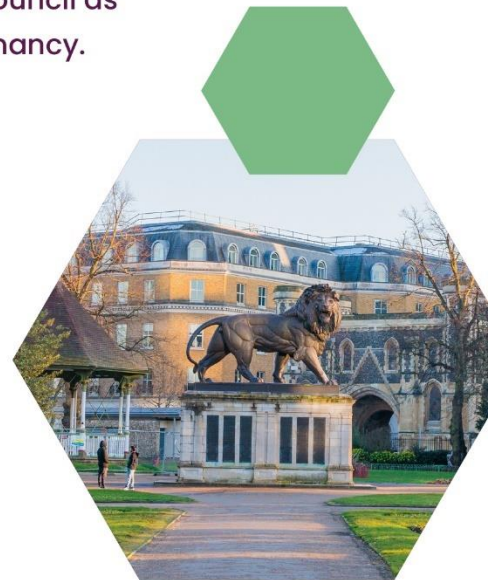




Your Tenancy Agreement

This is an important legal contract between you, as a Tenant of Reading Borough Council and Reading Borough Council as your landlord, and contains the conditions of your tenancy.



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Definitions

This Agreement - your tenancy agreement that you have signed

You - the tenant, and in the case of joint tenants, any one or all of the joint tenants.

Council, we, us, our, its, landlord - Reading Borough Council and everyone working on behalf of the Council including employees and contractors.

Secure tenancy - other than in special circumstances set out in this agreement you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of this Tenancy Agreement. If you are living in your property the Council cannot evict you from the property without first notifying you in writing and obtaining an Order from the Court to evict you.

Introductory tenancy - is a one year trial Council tenancy. It gives you most of the same rights as a Secure Council tenancy but you can be evicted more easily. Unless the Council serves legal notice upon you during the trial period, either extending the trial period or notifying you that it intends to seek possession, you will automatically become a Secure tenant and the end of the trial period.

Sole tenancy - a tenancy held by only one person and with only one person named on the Tenancy Agreement.

Joint tenancy - a tenancy held by more than one person and with more than one person named on the Tenancy Agreement. Joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement and are all responsible for making sure the tenancy conditions are met. Joint tenants have equal rights to stay in the tenancy until it is ended. If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.

Neighbour - anyone living in the Neighbourhood, including other tenants, people who own their own homes and local businesses.

Neighbourhood - any area located within the Reading Borough Council boundary or adjoining boundaries where Reading Borough Council residential premises are located.

Rent - payment due from you to us for occupation of the property.

Home or property - the property let to you under this Agreement, including any garden, yard, balcony, driveway, outbuildings, sheds, also including any garage within your property but not including any shared areas.

Shared areas - the parts of the building or outside areas that all tenants can use or have access to, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.

Garden - lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas.

Anti-social behaviour - doing something or failing to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone.

Hate Crime - a crime committed against someone because of their race, religion, disability, sexual orientation or gender identity.

Vehicle - anything used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, mini bike, mini moto, quad bikes, trailer, scooter and battery powered mobility scooters. This is not a full list.

Written permission - written communication from the Council giving you permission to do something.

Animal - any bird, fish, insect, mammal, reptile or spider.

Sub-letting - to let all or part of the property to someone else.

Lodger - someone who rents a room in your property and shares at least part of the rest of the property with you.

Shared areas - The parts of the building or outside areas that all tenants can use or have access to, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.

1. About your tenancy

- 1.1. This Agreement is a legal contract that sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.
- 1.2. When you sign this Agreement you will become either an Introductory or Secure tenant and you must comply with the conditions of the tenancy. We will tell you which type of tenancy you have been given.
- 1.3. Any references in this Agreement to legislation are references to legislations in place at the time of this agreement and as amended, extended, re-enacted or consolidated.
- 1.4. The responsibilities in this Agreement apply to you. You are responsible for anyone living in or visiting your home, including children.
- 1.5. The responsibilities in the Agreement apply to you, and anyone else living in or visiting your home, including children.
- 1.6. This Agreement does not give any rights or duties to anyone else.
- 1.7. If this is a Joint tenancy, each joint tenant must comply with the obligations set out in the Agreement and is responsible for the acts and conduct of all other joint tenants.
- 1.8. We can vary the terms of this Agreement by one of the ways set out in Section 102 of the Housing Act 1985 (as amended).

Requirement to give correct and accurate information

- 1.9. Both before the commencement of this agreement and throughout your tenancy you must give us correct and accurate information.

- 1.10. If you (or somebody acting on your behalf) knowingly or recklessly makes or has made a statement which is false *and/or* gives us misleading information in order to obtain or retain this tenancy the Council can take legal action to evict you from the property.

Signing this Tenancy Agreement

- 1.11. You must read the full Agreement before you sign. If there is anything you do not understand it is important that you ask before signing this agreement. You can also seek independent legal advice if required.
- 1.12. You must sign page 45 of this Agreement.

2. General conditions of your tenancy

- 2.1. Your tenancy includes:

- The property (house, flat, maisonette or bungalow).
- Any garden/shared gardens, or outbuildings.
- Any garage attached onto the property or within the curtilage of the property which is solely for the use of your household.

Introductory Tenancy

- 2.2. An Introductory tenancy is a “trial” tenancy and usually lasts for 12 months. As an Introductory tenant you have fewer rights than a Secure tenant and you can be evicted more easily than a secure tenant.
- 2.3. If you comply with the terms of your tenancy throughout the 12-month introductory period, you will automatically become a Secure tenant at the end of the introductory period.
- 2.4. If you do not comply with the terms of your tenancy, the Council can decide to end your tenancy. In these circumstances, you will not automatically become a Secure tenant at the end of the introductory period.
- 2.5. The Council can also decide to extend the Introductory period of your tenancy by a further six months. In these circumstances, you will automatically become a Secure tenant at the end of the extended introductory period unless the Council has taken legal action to evict you.

Secure Tenancy

- 2.6. Except in the circumstances set out at 2.7 below and/or in circumstances where you are ordered by a court to leave the property, as a Secure tenant you have the right to stay in the property for as long as you want, providing that you abide by the terms and conditions of this Tenancy Agreement.
- 2.7. You will lose the right to live in the property (also known as losing security of tenure) if:
- The Court grants us a Possession Order for the property and it is enforced, and/or

- You do not use the property as your only or main home, and/or
- You sublet the whole of the property to another person.

2.8. In certain circumstances we have the legal right to take possession of the property. These circumstances are:

- Your home needs to be empty so that major work can be carried out and/or because it has to be demolished and/or
- Your home has been specially adapted for a disabled or older person who no longer lives in the property and another older or disabled person needs it to live in,

If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs.

2.9. In the case of repairs/or improvements, if we move you to a temporary alternative property, you must return to your permanent property when we have completed the repairs. This applies even if you have expressed a wish to move from your permanent property to an alternative property. We have the right to take possession of the temporary property when the work on your original property is completed.

2.10. If you break any condition in this Tenancy Agreement, we may take legal action against you, for example by, amongst other things, obtaining a Possession Order, Injunction Order, Demotion Order or Order suspending your right to buy the property.

2.11. If we take legal action against you, because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of the property and may also stop you from getting housing assistance from us or other housing providers in the future, even if you become homeless.

2.12. If we take you to Court for not complying with any of the terms of this Tenancy Agreement, we will ask the Court to order that you pay our legal costs.

2.13. The table below sets out the legal rights of Secure Tenants and Introductory Tenants:

| Legal Right | Secure tenants | Introductory tenants | Section |
|---|----------------|---|---------|
| Right to pass on your tenancy through succession or assignment. | Yes | Yes | 22 & 23 |
| Right to repair | Yes | Yes | 8 |
| Consultation and right to involve you in decision making | Yes | Yes | 26 |
| Right to Buy (some properties may be exempt) | Yes | No (but the Introductory period counts toward the discount) | 24 |
| Taking in Lodgers (nb: subject to Council granting permission) | Yes | No | 6 |

| | | | |
|---|-------|------|----|
| Subletting (you may not sub-let the whole of your property under any circumstances) | Yes | No | 6 |
| Right to improve your home | Yes | No | 9 |
| Right to exchange your home with another tenant | Yes | No | 22 |
| Right to live in the property | Yes * | Yes* | 6 |

* Unless you have been Ordered by a Court to vacate the property

3. Summary of legal rights

- 3.1. This Tenancy Agreement is more or less the same for Introductory tenants and Secure tenants. However, if you are an Introductory tenant you have fewer rights than a Secure tenant during the Introductory period of your tenancy.

4. Legal notices

- 4.1. Any Notice we serve on you will be valid if we either:
- Hand it to you personally, or
 - Leave it at, or post it to, your home address and/or, if different, your last known address, or
 - Give it to you in line with an Order made by the Court.
- 4.2. The address for serving Notice (including Notices in legal proceedings) on us or any other correspondence is:

Reading Borough Council
Civic Offices
Bridge Street
Reading RG1 2LU

5. Rent & Other payments

- 5.1. We are responsible for setting your rent. The amount of rent you pay depends on the size, type, and location of your home. We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.
- 5.2. We are responsible for setting your service charges. We can introduce new services which you will have to pay for. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this. We can also introduce Service charges for services that you already receive. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this.
- 5.3. Paying rent and service charges is one of your most important responsibilities. Your rent and services charges are due every week and you must pay them on time or in

advance. Rent is due from the Tenancy start date on page number 44. If you have difficulty paying your rent, you should contact the Rents Team immediately.

- 5.4. If you are paying fortnightly, four weekly or monthly, it is your responsibility to ensure you have calculated the correct amount to pay, or to contact us if you are unsure. If your account is not being paid up to date or in advance, you will be required to clear the arrears. If you are unable to do this in one payment, then you need to contact us to see if you can pay an amount above your current rent until your account is up to date.
- 5.5. There are occasional “free” weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your arrears in these free weeks.
- 5.6. If you do not pay your rent or any other monies owed to us, including service charges, or if payments are persistently late, we will go to Court to ask for you to be evicted from your home. We will also ask the court to order you to pay our costs.
- 5.7. If you owe rent, rechargeable repair costs or other charges in relation to a previous tenancy from the Council, you agree to repay those arrears as an obligation of this tenancy. You will have to pay an agreed amount each week (in addition to the rent) until all of the arrears are repaid.
- 5.8. If this is a Joint tenancy, each joint tenant is jointly responsible for paying the whole rent and any other payments due (arrears, chargeable repairs and/or Service charges).
- 5.9. We can recover all the rent arrears owed on your home from either of the Joint tenants of the property. If one of you leaves your property you are still liable for paying the rent and for any arrears, Service charges or chargeable repairs until your tenancy comes to an end.
- 5.10. You must not refuse to pay your rent. If the payment of rent is not made by the due date, you will be required to pay our reasonable administrative costs in pursuing you for the late payment. We may take any money you owe us out of any money we owe you. We can also decide how to allocate any payments that you make.
- 5.11. If you get a welfare benefit, you must tell us immediately of any change in your circumstances that may affect your entitlement (for example if your income or savings change or the number of people living with you changes).
- 5.12. If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone, or other similar charges, we may pass on contact details to the company to whom the money is owed or any agent acting on their behalf.
- 5.13. If you ask us to provide you with a rent or mortgage reference, we will do so. You may be required to pay a reasonable charge for us to provide this.

6. Your rights and responsibilities

- 6.1. Your right to live in the property:

- Save in exceptional circumstances, you may live in the property without interference from us as long as you, your household and/or your visitors (including children) comply with and do not break any of the conditions set out in this Agreement and respect the rights of others.
- If any of your tenancy conditions are broken, we can take legal action against you which could include applying to the court to end your tenancy.

6.2. Living in the property as your only or main home:

- a) You must live in the property as your only or main home. If you are a Joint tenant, one of the Joint tenants must live in the property as their only or main home.
- b) If you move out of your property and allow someone else to live there, you will no longer be a secure tenant. We can take action to recover possession of the property by serving a Notice to Quit and taking further action as the Council considers necessary.
- c) You must tell Tenant Services if you are going to be away from your home for more than 28 days and you must also give Tenant Services an address and telephone number, they can contact you on in case of an emergency. If you do not do so, we may think that the property has been abandoned and take action to recover possession of it.

Taking in lodgers:

6.3. You have the right to take in lodgers if you have obtained our written permission first. Permission will not be granted in the following circumstances:

- If this would breach any specific age restrictions that apply to your home; and/or
- If this would cause overcrowding; and/or
- If this would breach your tenancy and/or a Local Letting policy that is in place.

This is not an exhaustive list and there may be other reasons why permission is refused.

Subletting:

6.4. You must not sub-let the whole of your home.

6.5. You have the right to rent part of your home to somebody else if you have obtained our written permission first. Permission will not be granted in the following circumstances:

- If this would breach any specific age restrictions that apply to your home; and/or
- If this would cause overcrowding; and/or
- If this would breach your tenancy and/or a Local Letting policy that is in place.

This is not a full list and there may be other reasons why permission is refused.

Changes in your household & overcrowding:

6.6. If you want someone who was not part of your household when your tenancy commenced to stay permanently or temporarily, you must get our written permission first. You must give us the person's full name, gender, and date of birth. Permission will not be granted in the following circumstances:

- If this would breach any specific age restrictions that apply to your home; and/or
- If this would cause overcrowding, and/or
- If this would breach your tenancy and/or a Local Letting policy that is in place

This is not a full list.

6.7. You must not allow your home to become overcrowded. This is dependent on the size of the property and the ages and the relationships of the persons you wish to live in your home.

6.8. If someone moves out of your property you must notify us in writing, within 14 days of the date they move out. You must give us the person's full name, date of birth and move out date.

Interior of your home:

6.9. You must keep the interior of your home in a good clean condition.

6.10. You are responsible for decorating the inside of your own home.

6.11. You are responsible for carrying out small repairs that are needed in your home such as unblocking sinks and replacing internal door handles, etc.

6.12. You are responsible for installing, repairing and maintaining your own white goods such as your washing machine, fridge and oven. Any such installation, repairs and maintenance must be carried out to an adequate and competent standard. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of white goods that you have not ensured have been installed correctly, you agree that the Council can re-charge you for the cost of any work it has to carry out as a result.

6.13. You must clean, disinfect, and descale any showerhead at least every 6 months. In addition, you must flush any little used outlets (e.g. taps, etc.) for at least 5 minutes when they have not been used for more than 1 week to reduce the risk of Legionella bacteria occurring in your home.

6.14. You or anyone living with you must not interfere with, damage, turn off or remove any equipment that we have installed in your home or shared areas. This includes but is not limited to pumps, environmental sensors including humidity sensors, extractor fans, intercom and/or Tunstall systems, door entry systems, positive input ventilation systems, fire alarms, smoke detectors, carbon monoxide detectors. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of you or anyone living with you or visiting you interfering with equipment, you agree that the Council can re-charge you for the cost of any work it has to carry out as a result.

Damp & condensation:

- 6.15. You must keep your home adequately heated and ventilated so as to assist in the prevention of condensation.
- 6.16. You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage. These steps include:
- Keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This includes using any extractor mechanisms that may be in your property
 - Not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture
 - Not blocking or obstructing air vents or other means of ventilation. You must regularly clean the vents and ensure they are not clogged
 - Keeping the property sufficiently heated by using any heating we have provided in your property
 - Not overcrowding your property
 - Preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution.
 - Wipe dry the insides of windows.
 - Not overcrowd any rooms with furniture and/or possessions
 - Not overfill any loft spaces with furniture and/or possessions
 - Not turning off and/or interfering with any ventilation system within the property including extractor fans and a Positive Input ventilation system if one is installed
- 6.17. You should take reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors, and window frames.
- 6.18. If your property suffers from condensation or damp, you must inform our Customer Services Team and follow any reasonable advice given to you by the Council.

Preventing accidents and fires:

- 6.19. You or anyone living with or visiting you, must not create a fire risk or trip hazard by:
- Leaving rubbish, dangerous materials, or personal belongings in any shared areas in the building (fire exits, staircases, corridors entrances) or on the estate (bin stores, garages or other shared areas)
 - Not keeping any part of your home which is a fire escape, clear and free of any obstructions
 - Using any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home

- Storing materials, gas canisters or container(s) which are or contain any dangerous, flammable, or explosive materials either inside or outside your home, including on any balcony, garden, garage, shed or outbuilding.
- Interfering with and/or damaging or removing any fire-safety equipment in your home or shared areas of flats
- Tampering with the supply of gas, electricity, or water, or with any other services, meters, smoke detectors or equipment that we have installed in your home or shared area.
- Not following manufacturers instructions for any electrical appliances.

6.20. If your property is fitted with a smoke detector, and/or a carbon monoxide alarm, or other monitoring device you must keep it in working order by replacing batteries and reporting when there is a defect.

6.21. You, your household and/or any of your visitors must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting the area around your home.

6.22. You must not keep mopeds, motor scooters or motorbikes inside your home or in any shared areas inside the building your home is in (for example, entrance halls, stairs, or landings).

Hoarding:

6.23. You or anyone at the property must not hoard any items and/or materials at the property.

6.24. Hoarding means: an excessive number of items and/or materials being stored at the property in a manner which could create a hazard, or a potential hazard to the tenant, any members of their household, to neighbouring properties and anyone visiting the property, including Council officers, agents and contractors.

6.25. You must not store items, waste and personal possessions to an extent which prevents you, your household and/or anyone visiting the property, including Council officers, agents and contractors, reasonable use of a room or space within the property.

6.26. You must not store items and/or waste inappropriately in a way that may cause a health and safety hazard or encourage vermin and/or pests.

Shared areas:

6.27. You must help to keep shared areas and estates clean and safe.

6.28. You must not smoke in the shared areas of any block or Council owned building.

6.29. You must not block, obstruct, create, or leave any hazard on any landing, corridor, stairwell lift, refuse chute, access way, fire escape or any other area. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants, and pet cages.

- 6.30. You, or anyone living with or visiting you, must not damage, dirty or vandalise any shared areas.
- 6.31. You, or any contractor that you employ, must not open up any duct cover, access hatch or service opening for the purpose of running any new cables or services such as TV, satellite, phone or broadband, etc. without first obtaining written permission from us. If you do this without permission, we may arrange for the disconnection of the service and you must pay any charge for reconnection.
- 6.32. You must not wedge open, obstruct, or jam any fire door or shared doors.
- 6.33. You must not give out any keys, fobs or pass codes to entry doors or other restricted access areas.
- 6.34. You are responsible for the safe keeping of your own keys, fobs, and pass codes for the main door entry controlled system and restricted access areas. You will be charged for any replacement or additional key requests.
- 6.35. You must not use any shared electrical point to power or charge any appliance.
- 6.36. You must not trail electrical wires and/or extension leads and/or cables out of your home including out of any of your windows, doors, vents, pet flaps and letterbox. This includes trailing wires and/or extension leads and/or cables out into any shared area.
- 6.37. You agree that we can remove any obstruction or hazard we find in shared areas and charge you for any costs that we incur.
- 6.38. You agree that any items left in shared areas may be disposed of. If we have to dispose of your belongings you agree that we can charge you for the costs that we incur in doing so.

Bins and Waste:

- 6.39. You must dispose of all household rubbish and recyclable waste in a safe and appropriate manner. Household rubbish must be placed in a dustbin, refuse chute or any other designated by the Council. Recyclable waste must be placed in the appropriate bin provided by the Council.
- 6.40. You and anyone living with you must participate in the Council's waste and recycling scheme.
- 6.41. If you live in accommodation where a shared rubbish chute is provided you must place your rubbish in small bags and place these into the chute. You must not put anything other than daily household waste down the shared rubbish chute.
- 6.42. You must not store or accumulate waste in your home and/or your driveway or gardens.
- 6.43. Non-household rubbish must be disposed of appropriately and should not be left in any area designated for household rubbish only. Batteries must not be disposed of with your Household waste.

- 6.44. You must dispose of all household waste and bulky items quickly and appropriately, so they do not cause a nuisance.
- 6.45. You must dispose of any hazardous waste safely and hygienically. This includes, but is not limited to, syringes, nappies and sanitary and incontinence pads, batteries, and household appliances.
- 6.46. You must not flush anything other than human waste and toilet paper down the toilet.

Running a business:

- 6.47. You must not run a business or carry on a trade from your home without first obtaining our written permission.
- 6.48. We will refuse permission if we consider that your business or trade will cause a nuisance and/or an annoyance to your neighbours and/or others or will cause damage to your home. This is not a full list.
- 6.49. If we give you permission, we may withdraw our permission at a later date if your business or trade causes a nuisance and/or an annoyance to your neighbours and/or others and/or causes damage to your home. This is not a full list.
- 6.50. If we give you permission you may also need to get Planning Permission and Building Regulation approval if required and if so required, this would be a condition of the permission.

Tenancy Audit Visits:

- 6.51. You must allow us access to carry out regular inspections of the property (known as Tenancy Audit Visits) in order for us to satisfy our housing management responsibilities and to ensure you are complying with the conditions contained in this Tenancy Agreement.
- 6.52. Part of the inspection will be to check the number of persons residing in your home and to check that the legal tenant is in occupation and to record the condition (internal and external) of all parts of the property. This will be undertaken through a combination of inspection forms, photographs, and recordings.
- 6.53. As part of the visit you must:
- provide proof (preferably photographic proof) of your identity and of anyone living with you (such as driving licence or passport).
 - evidence that you are living at the property.
- 6.54. You do not need to let anyone representing the Council into your home unless they show you official identification.
- 6.55. You agree that we may take a photograph of any identification that you provide.

Securing your home and Home contents Insurance:

- 6.56. You are responsible for the safe keeping of your own keys, which includes front door, windows, shed(s) and any outbuildings. You will be responsible for paying a reasonable charge for any gain entry or lock change requests.
- 6.57. You and/or members of your household must take reasonable steps to secure your property, for example, lock windows and doors when you go out.
- 6.58. You are responsible for insuring your home contents. It is recommended that you take out a contents insurance policy which covers but is not limited to the following:
- Doors and windows.
 - Frozen pipe bursts.
 - Any damage you cause to any neighbouring property.
 - Losses incurred in a fire, flood, or burglary.
- 6.59. We are not responsible for loss or damage to your belongings caused by other residents.

Your right to manage your home:

- 6.60. In certain circumstances, a group of leaseholders may have the right to form a management group if they meet certain conditions. You can ask us for more information about this.
- 6.61. In certain circumstances, tenants can exercise their right to manage if certain conditions are met. You can ask us for more information about this.

Your right to apply to move:

- 6.62. You have the right to apply to move to another Council or housing association home. You will have to register for social housing and, if you qualify, you will have to bid on properties under the Council's Choice Based Lettings Scheme. Your priority will depend on the urgency of your housing need and how long you have been waiting. The Council will consider any application you make for a transfer to another property in line with its Allocations Scheme.
- 6.63. The offer of a new tenancy within this borough will depend on the urgency of your housing need, the needs of other transfer applicants and on the availability of alternative accommodation.
- 6.64. Unless there are exceptional circumstances, you will not be allowed to transfer to another property if:
- You owe any rent and/or Housing related debt/costs; and/or
 - Your property and garden are in poor condition; and/or
 - You have made alterations or improvements without our written agreement; and/or

- The Council are in the process of taking possession. This includes if you have been served with a Notice of Seeking Possession.

This is not a full list.

7. Solar Panels

- 7.1. If there are solar panels installed at your home, the following conditions must be complied with:
- a) You must not cause any damage to or interfere with the Solar Panel system (including any cables)
 - b) You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system. If you become aware of any tree or vegetation overshadowing the Solar Panel system, you must let us know as soon as you are aware.
 - c) You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.
 - d) You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.
- 7.2. You will be liable to pay us any reasonable costs that we incur to rectify any damage to the Solar Panel system caused by you, members of your household or visitors to your home or any damage caused by your failure to report any damage, disturbance and/or overshadowing to the Solar Panel System of which you are reasonably aware.
- 7.3. We may, at any time, alter the Solar Panel System or remove it from your home either permanently or for a period of time.
- 7.4. If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed. The decision of how to proceed will be that of the Council.
- 7.5. We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time. You must allow both internal and external access to your home and/or garden to any of the Council's officers, employees, or agents to install the inverter and/or carry out maintenance and/or checks on it and/or the Solar Panel System. We will give you reasonable notice that access is required.

8. Repairs

- 8.1. You must immediately report to us any faults and repairs we are responsible for. When contacting us about a repair you think we may be responsible for, you must describe the problem, where it is and how long it has been there.

- 8.2. We are responsible for keeping in repair the structure and exterior of your home. This includes roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, and outside pipes.
- 8.3. We are responsible for keeping in repair the structure and exterior of the building in which your home forms part.
- 8.4. We will keep in repair and proper working order the installations in your home for the supply of water, gas, and electricity and for sanitation, including:
- Basins, sinks, baths, toilets, flushing systems, and waste pipes (but not other fixtures, fittings, and appliances for making use of the supply of water, gas or electricity).
 - Electric wiring including sockets, switches, and light fittings (excluding bulbs).
- 8.5. We will keep in repair and proper working order the installations in your home for space heating and heating water, including gas pipes, water pipes, water heaters, fitted fires and central heating installations.
- 8.6. We must:
- carry out repairs for which we are responsible within a reasonable period of time of being put on notice, and
 - clear up after a repair.
- 8.7. We will take reasonable care to keep any shared areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a reasonable condition.
- 8.8. We are not responsible for repairing anything that has become damaged or defective as a result of your act or omission or that of a person living with or visiting you. If you have caused damage which presents a health and safety risk and/or a risk to the property or the building that it is in, we will carry out a repair and then re-charge you for the costs of the repair work and to rectify the damage caused.
- 8.9. It is your responsibility to repair or replace the following:
- Door handles and latches.
 - Toilet chains/handles.
 - Drawer handles.
 - Curtain battens.
- 8.10. You are responsible for carrying out the following activities:
- Bleeding radiators.
 - Cleaning and removing limescale from baths, sinks, basins, and showerheads.
 - Lubricating hinges and locks.
 - Adjusting internal doors when you have new carpets fitted.

- Cleaning windows and glass
- Decorating the interior of your home (except in circumstances where decorations have become damaged due to repair issues for which the Council are responsible)

8.11. We have no responsibility to install, extend or improve existing:

- Ventilation.
- Heating.
- Insulation.
- Internal plasterwork.
- Electrical appliances and fittings within your home (unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions)

8.12. You must keep appointments that we have agreed with you to inspect, survey and/or carry out any repairs. If you fail to provide access, we may charge you to recover our costs.

Repairs we will charge you for

8.13. You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any area shared or Council property, caused by you or by the actions of others living with or visiting you. The damage could be caused either accidentally or deliberately (e.g. smashed windows) or by your own neglect (e.g. by not reporting a leak).

8.14. The Council has the discretion to decide whether it will carry out the work and recharge you or require you to carry out the work at your cost.

8.15. If we carry out the work, we will charge you the costs of:

- Repairing any damage to your home and/or shared areas.
- Replacing any Council property you have destroyed or damaged.

8.16. You are responsible for the cost of any repairs required following lawful entry by the Police to detect or prevent crime.

Carrying out major repairs to your home

8.17. If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable alternative home. This may be on a temporary basis or on a permanent basis.

8.18. If we offer you temporary accommodation, you must move into it when we ask and return to your home when we have done the repairs. If you do not return to your home following the completion of the works, we will take legal action against you.

Your right to repair

- 8.19. You have the right to have certain urgent minor repairs done quickly, if the repair may affect health, safety, or security. This is called your Right to Repair. Under the Right to Repair scheme, you can claim compensation (up to a maximum agreed by law) if we do not complete the repairs within the set time period.

Improvement works

- 8.20. The Council are under no obligation to carry out improvement works in your property.
- 8.21. If the Council wishes to carry out improvement works at the property which are considered by the Council to be necessary, you will be given reasonable notice of those works and that access is required.

9. Alterations and improvements

- 9.1. You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.
- 9.2. Examples of additions, improvements or alterations where you need our written permission include:
- Installing your own Kitchen including worktops, drawers and cupboard doors
 - Installing your own Bathroom
 - Undertaking External Painting and Decoration
 - Erecting a Conservatory
 - Laying or re-surfacing a Driveway
 - Installing your own Fences
 - Building or demolishing a Garage
 - Erecting Garden ponds and/or greenhouses
 - Erecting Hard standing for vehicles
 - Erecting an Outbuilding
 - Erecting a Shed
 - Installing Doorbells

This is not a full list.

- 9.3. If we refuse permission, we will tell you why. If we give permission, it may be subject to some conditions that you must comply with.
- 9.4. We will not give you permission to do anything which compromises the fire safety of the property. This includes, but is not limited to, fixtures to the structure and/or exterior of a block of flats, including aerials.
- 9.5. We will not give you permission if permission is sought for an installation which is to be fixed to rendering, cladding, door, window frames or surrounds or the roof.

- 9.6. You may need to obtain other permissions such as planning permission or building regulations approval. It is your responsibility to establish whether you need planning permission or building regulations approval and obtain it.
- 9.7. You must not alter the fire rating of your property by removing walls, doors and/or door closers. If you seek permission for such work, it will be refused.
- 9.8. You must not remove external doors. If you seek permission for such work, it will be refused. This includes the entrance door to the property.
- 9.9. Any gas, electrical, plumbing or building work must be carried out by a suitably qualified and competent contractor. If we contact you and ask to inspect the work, you must provide access for an inspection. If we consider that any work that has been carried out is not safe and/or does not meet Planning, Building Control or other regulations, we will ask you to stop work immediately. In these circumstances, we may ask you to rectify the works that are not safe and/or do not meet Planning, Building Control or other regulations or we may carry out work to put the problem right and re-charge you the cost of this.
- 9.10. You are responsible for repairing and maintaining any improvements you have made yourself or taken responsibility for. The improvement you have made yourself or taken responsibility for may result in an increase in rent.
- 9.11. If you do not maintain your alterations, improvements and/or additions (including sheds and outbuildings) and they become a risk to health and/or safety and/or are detrimental to the maintenance of our property, we will tell you to remove the addition, improvement or alteration. If you do not do this, we can do the work and re-charge you for it.
- 9.12. You can request that we take over responsibility for the repair and maintenance of your improvements, additions or alterations. If we agree, we will increase your rent to cover the cost of this.
- 9.13. If you carry out any improvements, additions or alterations without obtaining our prior written permission, we may ask you to return the property to how it was when your tenancy commenced and if you do not do this, we can take steps to do the work and re-charge you the costs of doing so. We can also take legal action against you for breaching your Tenancy Agreement. This includes seeking a Court Order against you compelling you to remove the unauthorised improvements, additions or alterations.
- 9.14. You have a right to re-claim improvement costs for certain improvements that you have made to your home after 1st April 1994 and for which you have obtained our written permission. Contact us for more details.

10. Access to your home

- 10.1. You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable

notice is normally no less than 5 days except in situations that the Council consider to be urgent and/or an emergency situation.

- 10.2. When access to your property is required, we will usually give you written notice except in the case of an urgent or emergency situation as defined below.
- 10.3. In the event that we need access to your property to deal with an urgent or emergency situation and access is not provided, you agree that we may make forcible entry. In these circumstances the Council reserve the right to charge you for all associated costs incurred in gaining entry and carrying out works.
- 10.4. The following circumstances are what the Council consider to be urgent and/or an emergency situation which will necessitate a forcible entry:
 - a) Fire or flood, and/or
 - b) Gas or water leak, and/or
 - c) If we think that the gas and/or electricity installation in your property is in a dangerous condition and may pose a health and safety risk to yourself or others, and/or
 - d) If we have a serious welfare or safeguarding concern about a person at the property and/or if we think someone may be injured, and/or
 - e) If we think the structure of your home or adjoining property is dangerous and may pose a health and safety risk to yourself or others, and/or
 - f) If we think there is an infestation in the property, and/or
 - g) If we think that there is an animal(s) in the property that is suffering and the RSPCA are unable to force entry, and/or
 - h) If we need to carry out an annual gas safety inspection.
- 10.5. You must allow us access to carry out an Electrical Installation Condition Report (EICR). This is a health and safety requirement. You will receive reminders from us to book your electric check. Upon receipt of these you must book it. If you fail to book the check and/or allow us access to carry out this check, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to this forced entry appointment even if you are there when we attend. We may also apply to evict you for repeatedly failing to allow us access to your home.
- 10.6. If you live in Sheltered accommodation or Extra Care Housing, the following circumstances are what the Council also consider to be urgent and/or an emergency situation which will necessitate a forcible entry:

- a) If there is a fault with the emergency monitoring equipment within your property which is affecting the system operation in other properties and/or wider sites; and/or
- b) If you are away from your property for more than 7 days and have failed to arrange and notify us of arrangements for flushing of your water supply within your property which assists to counteract the risk of legionella and/or
- c) If you have failed to allow access for monthly water temperature checks in the property which assists to counteract the risk of legionella.

- 10.7. You must allow our employees including contractors or operatives acting on our behalf into your property if we need to carry out work to an adjoining property, and where there is no other reasonable means of access.
- 10.8. If you live in a flat or maisonette, we may need access to your property in order to carry out work that is required for the block or another property in the block. You must provide access. You will be given reasonable notice save in the event of an emergency and/or urgent situation.
- 10.9. In the event that you fail and/or refuse to provide access when requested we can take legal action against you which could include an Injunction Order compelling you to provide access and/or possession proceedings to recover possession of the property. If we take legal action against you we will seek payment of the Council's legal costs from you.
- 10.10. You may also have to pay to us the cost of any visits by contractors where you fail to keep an appointment that has been made.
- 10.11. If you repeatedly refuse us entry to carry out necessary works, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. We may apply to evict you for repeatedly failing to allow us access to your home.

11. Gas

- 11.1. We are legally responsible for making sure that gas appliances (except gas cookers), gas pipe work and flues are in a safe condition. The checks we carry out are for gas and carbon monoxide leaks. We will do this in an annual gas safety check.
- 11.2. You will receive reminders from us to book your annual gas safety check with us. Upon receipt of these you must book it within the allocated time period. If you do not, we will book it for you and you will be charged for the cost of doing so.
- 11.3. You must ensure that you have sufficient credit on the gas and electric meter to enable the check to be carried out.
- 11.4. You must allow us into your home to carry out this gas safety check. This is a health and safety requirement. If you refuse us entry, you agree that we may make forcible

entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to a gas forced entry appointment even if you are there when we attend. We may also apply to evict you for repeatedly failing to allow us access to your home.

- 11.5. You must not obstruct or attempt to obstruct the gas safety engineer and/or any employees of the Council who attend at the property to carry out the gas safety check.
- 11.6. You must not make any alterations to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).
- 11.7. You must not obstruct or hinder access to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).
- 11.8. Gas cookers and hobs are your responsibility to install through a registered provider. You are responsible for getting a gas safety check by a Gas Safe-registered contractor on any appliance you own. You agree that if any Gas Cooker and/or hob is found to have not been installed correctly or installed by a registered provider, the Council can ask you to remove it and you must do so. Alternatively, you agree that the Council can remove it and re-charge you for the cost of that work.
- 11.9. You must not use any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home.
- 11.10. You must not interfere with the gas supply.

12. Flooring

- 12.1. If you wish to install any type of hard floor covering such as laminate, wood, other artificial wooden floor coverings or ceramic tiles or if you want to have bare floorboards within your home, you must receive our prior written permission.
- 12.2. We will generally grant permission if you live in a house, bungalow or in a ground floor flat or ground floor maisonette and we are satisfied that there will be no nuisance caused to others as a consequence and there will be no asbestos risk caused by the removal of old floor tiles. There may be other grounds for refusing permission.
- 12.3. We reserve the right to withdraw permission if, at any time, your floor coverings cause noise nuisance to your neighbours. If we withdraw permission, you must remove the flooring and lay underlay and carpet or cushioned vinyl. If you are unable to do this we may be able to do this for you. If we do, you will be recharged for the cost of the work.
- 12.4. You must not use adhesives (glue) to secure floor covering(s). If we have to carry out any repairs that requires the removal of the floor covering(s), we will remove the floor covering(s) and charge you the cost. It will be your responsibility to replace the floor coverings on completion of any repairs

- 12.5. If we are carrying out work to your home that means any flooring needs to be removed (whether installed by you or not) you will be responsible for removing and re-installing it. If you are unable to do this we may be able to do this for you but you may be recharged for the cost of the work.
- 12.6. If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor.

13. CCTV

Domestic CCTV/ Surveillance Equipment

- 13.1. You must submit a written request to the Council before installing any type of domestic CCTV or surveillance equipment, this includes:
- a) Cameras
 - b) Microphones
 - c) Visual or audio recorders
 - d) Smart/video doorbells (including Ring Video Doorbells)
- 13.2. If domestic CCTV or surveillance equipment is installed without written permission from the Council, you will be asked to remove it. If you do not remove the equipment when requested, the Council will remove it and you will be recharged the costs of the removal and any associated remedial works.
- 13.3. If the Council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be advised of the decision in writing.
- 13.4. The installation of domestic CCTV or surveillance equipment must not cause any damage to your property or the building in which your property is situated.
- 13.5. If the Council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be provided with a leaflet which sets out guidance from the Information Commissioners Office. You must comply with all of the guidance provided by the Information Commissioners Office, both in the leaflet and on the Information Commissioners Office's website.
- 13.6. If the Council approves a request to install Domestic CCTV or surveillance equipment to be installed, you will be treated as the data controller for the equipment.
- 13.7. If the Council approves a request to install Domestic CCTV or surveillance equipment, an officer from the Council may visit your property to inspect the equipment. You must provide access for this inspection. If the equipment has caused damage to the property and/or the Council become aware that you are not following the guidance provided by the Information Commissioners Office, you will be asked to remove the equipment. If you do not remove the equipment when requested, the Council will remove it and you will be recharged the costs of the removal and any associated remedial works.

14. Behaviour

- 14.1. You are responsible for the behaviour of every person (including children) living in or visiting your home. This responsibility applies to behaviour inside your home, in shared areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas, etc.) and in the neighbourhood around your home.
- 14.2. You, your pets, and anyone living with you or visiting you must not do anything that causes or is likely to cause a nuisance, annoyance, disturbance, or danger to anyone living, visiting, or working in the neighbourhood. Examples of such behaviour include but are not limited to:
- a) Making loud noise and/or noise during unreasonable hours.
 - b) Intimidating, abusive, offensive and/or threatening behaviour.
 - c) Slamming doors.
 - d) Allowing dogs to bark excessively and not cleaning up dog mess.
 - e) Fly tipping, rubbish dumping or littering.
 - f) Playing ball games close to someone else's home or vehicle.
 - g) Throwing anything at another person or at another property.
 - h) Throwing anything off of balconies or out of windows, balconies, or roofs.
 - i) Sweeping and/or washing material on to the premises below.
 - j) Playing loud music including having noisy parties and congregations.
 - k) Loud arguments and/or fighting.
 - l) Damaging or vandalising any Council property including graffiti.
 - m) Setting fires including bonfires.
 - n) Riding motorbikes, mopeds, quad bikes, unlicensed vehicles, bikes and/or skateboards anywhere other than on the road, such as footpaths, grassed areas, and balconies.
 - o) Installing or using equipment such as aerials to operate illegal radio broadcasts from any Council property or shared roof.
 - p) Jamming shared doors open.
 - q) Breaking shared security, for example allowing strangers to get into the building.
 - r) Obstructing any shared areas, doorways or exits.
 - s) Begging.

- t) Storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas.

14.3. You (or anyone living with you or visiting your home) must not harass, threaten, assault, or abuse any other person. Examples of such behaviour include but are not limited to:

- a) Racist behaviour or language.
- b) Using or threatening to use violence towards anyone.
- c) Using abusive or insulting behaviour or words including through the use of social media or any other social platform.
- d) Stalking someone.
- e) Damaging or threatening to damage another person's home or possessions or other Council property.
- f) Writing threatening, abusive, or insulting graffiti.
- g) Verbally abusing, harassing, trying to intimidate or using violence against any staff employed by or contracted to the Council.
- h) Making false or malicious complaints about the behaviour of any other person.
- i) You must not leave drug paraphernalia in any area where others might come into contact with them.

14.4. You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, culture, mental or physical disability, learning disability, sexual orientation, gender re-assignment or for any other reason. You must be tolerant of the different lifestyles of others.

14.5. You (or anyone living with you or visiting your home) must not:

- a) Inflict domestic abuse or threaten violence against any other person living with you or elsewhere.
- b) Harass or use physical, mental, emotional, sexual, or financial abuse against any other person living with you or elsewhere.

14.6. You (or anyone living with you or visiting your home) must not use your home or any shared area or any area in the neighbourhood for any criminal and/or immoral activity. Examples of such behaviour include but are not limited to:

- a) Prostitution.
- b) Human trafficking.
- c) Exploitation and abuse of children and adults including being involved in illegal pornography.

- d) Possessing, cultivating/manufacturing, dealing and/or taking illegal drugs.
- e) Keeping illegal or unlicensed firearms, ammunition, or weapons.
- f) Storing or handling stolen or counterfeit goods.
- g) Criminal behaviour including theft, burglary, robbery and/or assault.
- h) Storage of items or materials in your home that may be used for immoral or illegal purposes.
- i) Cybercrime.

Gang involvement

- 14.7. You or any person living with you must not become a member of a gang and/or allow a member of a gang to visit the property and/or become involved in gang related activity or violence.
- 14.8. When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is 'a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.' Significant harm can have one or more of the following characteristics: significant profit or loss; significant impact on community safety; serious violence; corruption; exercise of control.

Consequences of breaching these terms

- 14.9. If you breach any of the above terms, the Council may take legal action against you. This includes, amongst other things:
 - a) Applying for an Injunction Order with (or without) a Power of Arrest attached against you.
 - b) Seeking an order that your tenancy be demoted to a Demoted Tenancy.
 - c) Seeking a Possession Order to allow the Council to evict you from your home.
 - d) Applying to the court for a Suspension Order suspending your right to buy for a period that the court may specify.

15. Pets & Pests

- 15.1. You must notify us prior to getting an animal that will be kept in the property or in the vicinity of the property.
- 15.2. You must get our written permission if you want to keep more than one domestic animal such as cat, dog, caged bird, or small animal.
- 15.3. You must keep any animals under proper control.

- 15.4. If you keep a dog, you must keep the dog on a lead at all times except within your own home and garden unless the garden is a shared garden.
- 15.5. If you keep a dog you must also comply with the Control of Dogs Order 1992 which says that a dog must wear a collar and tag giving the owner's name and address at all times while in public. You must also comply with the Microchipping of Dogs (England) Regulations 2015 which says that every dog over eight weeks old must be micro chipped and relevant owners' details kept up to date.

If you keep poultry, including chickens, or any other captive birds, regardless of the number, you must register them with the Animal and Plant Health Agency and comply with any requirements specified by the Animal and Plant Health Agency.

- 15.6. You must not keep unsuitable animals in your home, garden, or outbuildings. Unsuitable animals include, but not limited to:

- Wild animals
- Poisonous insects and spiders
- Poisonous or dangerous snakes or fish and large reptiles.

In addition:

- Animals registered under the Dangerous Wild Animals Act 1976.
- Farm animals - for example, sheep, goats, pigs, cattle and horses.
- Dogs specified under the Dangerous Dogs Act 1991 (as amended) except a Dog for which you and/or a member of your household and/or any visitors have obtained a valid certificate of exemption.

- 15.7. Any animal you keep or any animal in your home must not cause any damage to your home. You must not allow your home to become unhygienic from any animal. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.

- 15.8. You, and anyone living with you, must not allow your pets to harm, frighten, annoy or cause a nuisance to any officer of the Council or its employees and/or agents, or anybody in the neighbourhood. This includes:

- Letting your dog bark excessively
- Failing to keep your pet under control, and
- Creating any kind of danger to people's health

- 15.9. You, or anyone else living with you, must make sure your pet or any other animal does not prevent any officers, employees and/or agents of the Council from getting into your home.

- 15.10. You must care for any animal in your home. We will ask you to remove an animal or withdraw our permission for you to have an animal if we believe that any animal you keep is neglected, causing a nuisance or we believe it is unsuitable to be kept in the

property. We will do this in writing giving our reasons and the date by which you must comply. If you fail to do so, we may take legal action against you.

- 15.11. You must not allow your pets to foul public areas. You must collect any faeces and dispose of them immediately in a hygienic way. You must also take reasonable steps to clear up the area.
- 15.12. You must take all reasonable steps to prevent your pets or visitors' pets from fouling the inside of your property or any shared areas.
- 15.13. You must not allow any animal droppings to build up in your garden including shared gardens and/or balconies.
- 15.14. You must not build a chicken coop, pigeon coop or aviary without first getting our written permission. If you own pigeons you must keep your home, your garden area and any balcony you have free from pigeon droppings.
- 15.15. You must not run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.
- 15.16. Failure to comply with the above clauses may lead to permission being refused and/or being withdrawn and you being asked to remove the pet(s) from your home.
- 15.17. You must keep your home free of pests and avoid doing anything which encourages an infestation of insects, vermin or other pests including but not limited to rats and pigeons, in either your home or shared areas. You must not throw scraps of food out of the window as this can lead to infestations. You must not feed rats, squirrels, pigeons or other vermin either at your home or within your garden, shared areas or in your local neighbourhood.
- 15.18. You must report any infestation in your home or garden, including shared garden, to us as soon as possible.
- 15.19. You are responsible for dealing with infestations and pests in your home or garden including but not limited to bed bugs, mice, rats, cockroaches and pharaoh ants. If you do not take reasonable steps to deal with infestations we will arrange and pay for the reasonable cost of special cleaning and any additional professional treatment that is necessary to deal with the infestation. This cost will be re-charged to you.

16. Garden & shared gardens

Responsibility for your own garden and outside areas.

- 16.1. You must keep your garden well-maintained at all times.
- 16.2. You are responsible for maintaining all parts of your garden and outside areas including pathways, drives, sheds, garage, greenhouses, outbuildings, grass, plants, bushes, hedges, and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).

- 16.3. You must keep hedges, trees, and shrubs at a manageable height. They should not hang over a public right of way and/or cause an obstruction and/or a nuisance to neighbouring properties. They should not cause a reduction or loss of light and/or cause damage to property including to pipes, drains, cables, fences, sheds. They must not endanger the health and safety of other people.
- 16.4. You must not plant climbing plants against the building. Climbing plants include ivy.
- 16.5. You must remove self-seeding climbing plants and trees. We reserve the right to recharge you for the cost of removal of any such vegetation and any associated structural repairs.
- 16.6. You must not lay an artificial lawn. This includes astro turf.
- 16.7. You must keep any garden and path clean, tidy and free from obstruction. You should not leave rubbish or large items such as unwanted furniture, white goods, and mattresses in your garden.
- 16.8. You must obtain our prior written permission if you wish to plant a tree, or cut one down.
- 16.9. You must not dig in the garden to a depth more than 0.5m or in any event within 3m of any structural wall or boundary.
- 16.10. If you do not comply with any of the terms in this section we may clear and/or cut back your garden and/or outside area and re-charge you for the work.
- 16.11. You must not extend any garden and/or outside area beyond its existing boundary.

Shared Gardens and outside areas.

- 16.12. You must not store or leave any personal belongings in any shared gardens or shared outside areas. This includes but is not limited to, flowerpots, children's buggies, bicycles, re-chargeable motorised vehicles, toys, boots, and shoes.
- 16.13. You must not leave any rubbish in any shared gardens or outside areas.
- 16.14. You must not use inflatables or set up any paddling/swimming pools, trampolines and/or bouncy castles in any shared gardens or outside areas without our prior written permission. When deciding whether to grant permission, we will consider factors such as whether you have the necessary public liability insurance cover and whether adult supervision will be provided at all times.
- 16.15. You must not install swings and/or slides in shared gardens or outside areas.
- 16.16. You must not light any fires, including bonfires, in any shared gardens. If you use a barbeque this must be at least 5 meters away from any building including garages, sheds, or outbuildings.
- 16.17. You must not cut down, top, lop, uproot, damage, or destroy any tree, shrub, plant or hedge in any shared garden or outside areas.

- 16.18. You must not plant any plants, shrubs, hedges and/or trees in any shared garden or outside areas.
- 16.19. You must not erect any structure, including sheds, on shared garden or outside areas.
- 16.20. You must not separate off in any way any part of any shared garden or outside areas.
- 16.21. You must not claim any part of a shared garden or outside area as your own and/or must not inhibit anyone from using and/or accessing any part of a shared garden or outside area.
- 16.22. You must not install a gate anywhere on any shared garden or outside areas.
- 16.23. We reserve the right to remove any items that are placed in the shared garden or outside areas without permission and dispose of them, as well as repairing any damage arising from misuse of those areas and recharge the cost to the tenant responsible where known.
- 16.24. Where you have an allocated garden or outside area in a block of flats and fail to maintain it to an acceptable standard the Council will, following reasonable notice, take the garden over and return it to shared status on a permanent basis. In addition, further enforcement action could be taken.

17. Fences/Boundaries

- 17.1. You must not erect fences or walls without getting our written permission first.
- 17.2. You must not alter, move, remove, or interfere with existing boundary features without getting our written permission first.
- 17.3. You must maintain fencing erected by you or fencing that you have taken on the responsibility for from a previous tenant. You must maintain this to a reasonable standard.
- 17.4. If you break these conditions we may, after contacting you first, require you to return the boundary to its original state and/or remove any fencing. If you do not, we may do the work ourselves and charge you the reasonable costs to do so.
- 17.5. We will keep in repair any boundary fence or wall we have provided.
- 17.6. We may remove and replace broken fences, gates or walls we have provided rather than repair the existing. We will not necessarily replace any broken fences, gates or walls in a similar style or material as the previous one.

18. Parking and Vehicles

- 18.1. You and any members of your household and/or visitors to your property must only park on either the road, in a designated parking area or on the driveway to the property, subject to compliance with the other terms of this Tenancy Agreement.

- 18.2. You and any members of your household and/or visitors to your property must park with consideration to other road users, your neighbours and pedestrians and you must not cause a nuisance or annoyance by parking vehicles inconsiderately.
- 18.3. You and any members of your household and/or visitors must not park in a manner that causes an obstruction and/or blocks a right of access to anyone. This includes but is not limited to obstructing access to/parking on garage forecourts, footpaths, driveways, refuse stores and grounds maintenance access points.
- 18.4. You and any members of your household and/or visitors must not park on yellow hatched areas at any time.
- 18.5. You and any members of your household and/or visitors must not park or drive a vehicle on any Council owned land that is a path, verge, pavement, grass verge or grassed open space. This also applies to quad bikes, motorbikes, mopeds, electric or motorised bikes or scooters and similar modes of transport.
- 18.6. You must obtain the Council's written permission before you park a boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle at the property or on land that the Council own or control.
- 18.7. You and any members of your household and/or visitors to your property must not park any boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle in your garden without a properly constructed hard standing driveway with a dropped kerb.
- 18.8. If, within the locality of your property there are car parking spaces with designated electric car charging points, you and any members of your household and/or visitors must only use these spaces if you have an electric car and are using this space solely for the purpose of charging the car
- 18.9. You must obtain written permission from Housing before you build a hard-standing driveway.
- 18.10. If there is a requirement for you to have a dropped kerb you will also need to get written permission from Highways and you will have to get Planning permission and Building Regulations approval if appropriate.
- 18.11. All vehicles parked on the road and/or designated parking area and/or at your property, by you, any members of your household and/or visitors to your property must be in a roadworthy condition, taxed, MOT'd and insured.
- 18.12. You, any members of your household and/or visitors to your property must not leave any vehicles that are in a dilapidated and unroadworthy condition on any road, designated parking area and any other land that the Council own or control in the locality of the property.
- 18.13. You must not park SORN (Statutory Off Road Notification) vehicles on the Council's land except in your own drive/garden if you have obtained the Council's prior written

permission for this. Permission will only be granted for a maximum period of 12 months and will only be granted if the vehicle is in a roadworthy condition.

18.14. If your property has a designated residents' parking area, only you and/or members of your household and/or your legitimate visitors may park in that designated parking area.

18.15. You agree that the Council can remove vehicles (including car, van, boat, caravan, motor home, trailer or commercial vehicle) belonging to you and/or members of your household and/or visitors to your property from land owned or controlled by the Council, in the following circumstances:

- a) Where parked vehicles are causing an obstruction and/or hindrance to emergency vehicles; Council officers and contractors and/or people living in the locality;
- b) Where parked vehicles appear abandoned and/or dilapidated and/or not in a road worthy condition

18.16. In these circumstances, the Council will use its best endeavours to notify the owner of the vehicle /or affix a notice onto the vehicle setting out its intention to remove the vehicle if it is not removed from land owned or controlled by the Council.

18.17. You agree that if the Council removes a vehicle belonging to you and/or members of your household and/or visitors to your property in accordance with the above term, the Council can re-charge you for the costs incurred in removing the vehicle and any associated costs.

18.18. You agree that the Council can re-charge you for any costs it incurs in repairing any damage caused from a vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) which is owned by you, a member of your household and/or visitor.

18.19. You must not carry out repairs and/or alterations to any vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) other than minor routine servicing, within the boundary of the property including gardens and drives and/or shared spaces and/or designated parking areas and/or the locality of the property.

19. Electric/Battery Powered Wheelchairs, Mobility Scooters and Bikes

19.1. Electric/battery powered mobility scooters (including wheelchairs) may be stored in your home so long as:

- a) They do not cause an obstruction and/or block a fire exit,
- b) There is not already a parking area for electric scooters and bikes provided.
- c) You provide the Council with medical evidence that you require a electric/battery powered scooter for medical reasons.

- 19.2. Electric/battery powered mobility scooters (including wheelchairs) must not be left or stored in any shared or shared areas inside the building your home is in (for example entrance halls, stairs, landings).
- 19.3. If parking areas for Electric/battery powered mobility scooters (including wheelchairs) are provided, you must park within this area.
- 19.4. You must only charge an Electric/battery powered mobility scooter (including wheelchairs) between the hours of 8am and 8pm.
- 19.5. When charging an electrical battery you must:
- a) Ensure that the battery is charged on a hard flat surface where heat can dissipate.
 - b) Always follow the manufacturers' instructions when charging.
 - c) Never leave the battery unattended or charge it while you are asleep.
 - d) Only use the correct charger for your battery and buy any replacements from a reputable seller.
- 19.6. Once you have finished charging a battery you must always ensure that you unplug the charger.
- 19.7. You must not modify or tamper with any battery in any electronic/battery powered wheelchair, scooter, or bike.

Quadbikes, Electric dirt bikes, Electric Scooters and motorbikes

- 19.8. You must not keep quadbikes, electric dirt bikes, electric scooters or motorbikes inside your home or in any shared areas inside the building your home is in (for example entrance halls, stairs, or landings).

20. Fraud

- 20.1. You must not carry out or commit any fraud in relation to your tenancy. Examples of tenancy fraud include, but are not limited to:
- a) Not telling us the truth about your circumstances, either deliberately and/or recklessly, which induced us to grant you the tenancy.
 - b) Subletting.
 - c) Claiming welfare benefits for the property, for example, housing benefit and/or Council tax benefit, when you have no entitlement to receive these benefits.
 - d) Paying your rent or other charges with misappropriated bank cards.
 - e) Forging documents and/or signatures on documents which are submitted to the Council in relation to your tenancy.

- 20.2. Tenancy fraud can result in both criminal prosecution and civil legal action being taken against you. The Council can take legal action to seek to repossess the property if you breach the above term, including if you (or somebody acting on your behalf) has been found to have made a statement you know is false or gives us misleading information in order to obtain this tenancy.
- 20.3. We participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud where requested.

21. Second Home

- 21.1. During your tenancy you should not (either solely or jointly) own or rent any other residential property which is physically and/or legally available for you to live in and which would be suitable for you to live in as your home.
- 21.2. You must tell us immediately if you own a residential property and/or have another residential lease or tenancy and/or have a licence to occupy another property.
- 21.3. If you inherit a property during your tenancy, the conditions set out in Clauses 21.1 and 21.2 are enforceable once the inherited property is no longer subject to probate and/or you have owned the property for more than 6 months, following the grant of probate and/or the grant of Letters of Administration.
- 21.4. If we discover that you have a legal or beneficial interest in another property, we will require you to provide evidence that this it is not your principal home and you must provide this to the satisfaction of the Council.
- 21.5. In considering what action should be taken in relation to the above terms, we will consider your circumstances and the proportionality of seeking possession including but not limited to:
- Whether the property is fit to live in.
 - Whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disability, or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances.

22. Assignment and Exchange

- 22.1. If you are a Secure tenant, you may be able to assign (transfer) your tenancy in the following circumstances:
- a) If you want to assign your tenancy to a person who would qualify to succeed to the tenancy on your death.
 - b) If you are mutually exchanging your property.

- 22.2. If you are an Introductory tenant, you may be able to assign (transfer) your tenancy to a person who would qualify to succeed to the tenancy on your death. As an Introductory tenant, you do not have the right to mutually exchange your property.
- 22.3. Assigning your tenancy to a person who would qualify to succeed to the tenancy on your death means that there will no further right to succession upon the death of the tenant to whom the tenancy has been assigned.
- 22.4. There can only be one assignment of the tenancy.
- 22.5. If you want to assign your tenancy you must ask the Council for permission in writing.
- 22.6. The Council can refuse permission to assign your tenancy under the grounds set out in schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011, which includes but is not limited to the following circumstances:
- a) The Council has started possession proceedings against you. This includes serving you with a Notice of Seeking Possession.
 - b) The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.
 - c) The size of the property is not reasonably suitable to the needs of the proposed assignee and their household.

This is not a full list.

- 22.7. If you assign your tenancy without the Council's permission, you will be in breach of your Tenancy Agreement and the Council will take court action against you.
- 22.8. If you are a joint tenant, you cannot assign the tenancy to another family member if they are not the other existing joint tenant.
- 22.9. In the event of a relationship breakdown, a court can order the transfer of the tenancy from one person to another. This is in relation to both sole tenancies and joint tenancies. If you are involved in a relationship breakdown, it is recommended that you seek your own independent legal advice.

23. Succession

Introductory tenants

- 23.1. If you are an Introductory tenant on your death and someone is entitled to succeed to the tenancy, that person will also be an Introductory tenant.
- 23.2. If someone succeeds to your Introductory tenancy and that tenancy later becomes a Secure tenancy, there will be no succession rights to that Secure tenancy.

Secure tenants - for tenancies that began before 1st April 2012.

- 23.3. If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.

23.4. If you are a Secure tenant, the following categories of people can succeed in the following circumstances:

- a) Your spouse or civil partner - as long as they were occupying your home as their only or principal home at the time of your death.
- b) A member of your family (which includes cohabitants) - as long as they were occupying your home as their only or principal home at the time of your death and had resided with you for a period of at least 12 months ending with your death.

23.5. If, at the time of your death, there is both a spouse or civil partner and a member of your family who are entitled to succeed to the tenancy, your spouse or civil partner will be the one who can succeed.

23.6. If, at the time of your death, there are two or more family members who can succeed and there is not a spouse or civil partner who also can succeed, those family members can agree between themselves which one of them can succeed. In the event of a disagreement between them, the Council will decide.

23.7. On the death of a Joint secure tenant, the surviving Joint secure tenant will become the Sole secure tenant through survivorship. This will be classed as a succession.

Secure tenants - for tenancies that began on or after 1st April 2012.

23.8. If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.

23.9. If you are a Secure tenant, only your spouse, civil partner or cohabitee can succeed to the tenancy as long as they were occupying the property as their only or principal home at the time of your death

23.10. On the death of a Joint secure tenant, the surviving Joint secure tenant will become the Sole secure tenant through survivorship. This will be classed as a succession.

General.

23.11. There can only be one succession to an Introductory and/or Secure tenancy.

23.12. In respect of both Introductory and Secure tenancies, if a member of your family (including a cohabitee) succeeds to the tenancy on your death and the property is larger than they reasonably require, they will have to move to alternative accommodation which is of a size that they reasonably require. If they refuse and/or fail to do so, the Council can take legal action against them. This does not apply to succession by a spouse or civil partner.

24. Right to Buy

24.1. You may have the Right to Buy your home from the Council.

- 24.2. Existing secure tenants will normally have the Right to Buy the freehold or leasehold of their home from the Council after they have been a tenant for a period of qualifying years as defined by statute.
- 24.3. Introductory Tenants do not have the Right to Buy their home during the period of their Introductory Tenancy, but their period of introductory tenancy will count towards the qualifying years.
- 24.4. Some tenants do not have the Right to Buy by law. This includes Sheltered Housing tenants and tenants of certain adapted properties.
- 24.5. Secure tenants against whom the Council have obtained either a Suspended Possession Order, a Postponed Possession Order or a Demotion Order do not have the Right to Buy.
- 24.6. The Council can obtain a Court Order from the court suspending the Right to Buy your home if you have breached the terms of this Tenancy Agreement.
- 24.7. If you apply to buy your home, the Council will continue to do repairs that may affect you or your household's health, safety, or security while you are applying but the Council will not carry out any improvement works, for example installing new windows and/or installing a new central heating system. If you buy your home, the Council will no longer be responsible for its repair.

25. Ending your tenancy

How you can end your tenancy.

- 25.1. If you want to end your tenancy, you must give the Council at least 28 days' written notice (called 'Notice to Quit') The notice must be signed and dated. Please contact the Council for further information.
- 25.2. If you do not give a notice which complies with the requirements in clause 25.1 above the notice will not be valid and your tenancy will not end at the end of the notice period stated. This means that you will remain responsible for the rent, service charges and any other payments due in respect of your tenancy and you will still be bound by the conditions in this Tenancy Agreement.
- 25.3. You must return your keys to the Council on or before the date the notice period ends. If you do not, we will change the locks and charge you for this plus a late key return charge.
- 25.4. In the case of joint tenants, one tenant can end the tenancy by giving the Council notice in the same way, regardless of the views of any other joint tenant(s). Thus, one joint tenant can exercise this right and end the tenancy for all joint tenants. Notice given by one joint tenant will be binding on both or all of you.
- 25.5. If you leave your home before the end of the four week period, you will still be responsible for paying rent until the end of the notice period, but you may not be eligible for benefits to assist with housing costs.

- 25.6. Once you have given your Notice to Quit you cannot withdraw it.
- 25.7. You must allow the Council access to inspect the property before you leave, upon request.

How the Council can end your tenancy.

Introductory Tenancies.

- 25.8. If you have an Introductory Tenancy the Council can give you written notice in accordance with the Housing Act 1996 (as amended) that it intends to go to court to seek possession and in that notice reasons for that decision will be set out. You will have the right to request a review of that decision. If you do not request a review and/or you do but the decision to proceed with possession is upheld on review, the Council can then issue possession proceedings against you to evict you from the property.

Secure Tenancies.

- 25.9. If you have a secure tenancy and you are not occupying your property as your only or main home and/or you have sublet all of your home, the Council will end your tenancy by giving you a Notice to Quit. This will give you at least four weeks' notice. The Council can then issue possession proceedings against you to evict you from the property.
- 25.10. The Council can end your tenancy by obtaining a Possession Order for the property from the court and by the execution of the Possession Order. The Council may seek such an order on any of the statutory grounds for possession set out in schedule 2 to the Housing Act 1985 (as amended).

At the end of your tenancy.

- 25.11. When your tenancy has ended you will remain responsible for, and must pay immediately, any unpaid rent and any other payments due under this Agreement. If you fail to do so we will undertake legal action to recover any outstanding monies.
- 25.12. At the end of your tenancy you must:
- a) Leave your home so we can take possession of it.
 - b) Leave your home, including the loft and garden, clean and tidy.
 - c) Remove all your belongings and furniture.
 - d) Remove all rubbish
- 25.13. At the end of your tenancy, you must return all keys that you have been provided (including door keys, window keys, keys/fobs for shared areas where applicable, shed keys, alley keys and meter keys) to the Council's Civic Office by 12pm (noon) on the day your tenancy ends.

- 25.14. You must provide the Council with your forwarding address and contact details.
- 25.15. You must leave your home in the same condition it was in at the start of the tenancy, allowing for fair wear and tear.
- 25.16. You must leave fixtures and fittings in the same condition they were in at the start of the tenancy or the date they were installed, allowing for fair wear and tear. Fixtures and fittings mean all appliances in your home that the Council own, including installations for supplying heating and hot water, storage cupboards, pipes, and cables from meters (but not the meter itself) and pipes or cables to the meter.
- 25.17. You must make good any damage to your home before you move. If you do not do so, then the Council will charge you for replacing or repairing missing or damaged items.
- 25.18. You agree that the Council may get rid of any furniture and belongings you have left in the property after the tenancy has been terminated in such manner as the Council sees fit. The Council will charge you the cost of removing the items and doing any cleaning that is needed.
- 25.19. You agree that if any animal(s) are left in the property they will be treated as abandoned by you and, in these circumstances the Council will arrange for the animal(s) to be removed. The Council will charge you any costs associated with the removal and care of these animals.
- 25.20. The Council will also charge you for removing or making good any alterations you carried out at your home without first getting the Council's written permission.
- 25.21. You must not allow any person to remain living in your home when your tenancy ends. If you do, the Council will take Court action to gain possession and you may be charged for use and occupations charges and the Council's court costs.
- 25.22. If, as a result of a breach by you of your obligations in this section of the Agreement and/or acts committed by you and/or members of your household or your visitors for which you, as the tenant, were responsible, we are unable to re-let your home immediately to another tenant, you must pay to the Council the equivalent of the rent that the Council loses by not being able to let the property, until it is ready to be re-let.
- 25.23. You may not be granted another Council tenancy if you:
- a) Are evicted from your Council property.
 - b) Abandon this property and do not return the keys.
 - c) Leave the property in a poor condition and fail to pay for repairs and/or replacements, and/or
 - d) Owe rent for any previous Council properties.

26. Consultation and involving you in decision making

- 26.1. We must consult you before making any changes to the conditions of this Agreement (except for rent) and must notify you in advance of actually making any changes.
- 26.2. We will discuss with you any decisions to do with managing or maintaining the Council's housing stock if these decisions are likely to have a significant effect on your home or tenancy. For example, we will ask your views about modernisation or improvement work that is planned for your home or your area.
- 26.3. You have the right to information about the following:
- The conditions of your tenancy.
 - Our responsibilities for carrying out repairs.
 - Our policies about offering you a home or transferring your tenancy.
 - Any proposal to transfer housing stock to a new landlord, and
 - Rent setting and how the money is spent.
- 26.4. We must provide information each year on the performance of the Housing service. We usually do this through the publication of an Annual Report.

27. Fair processing notice and Data Protection GDPR

- 27.1. Data processed by Reading Borough Council is dealt with in accordance with the Data Protection Act 1998. The Council is required to protect any personal information it holds about you and to inform you how it processes that information and who the information is shared with.
- 27.2. By signing this Tenancy Agreement, you consent to the Council using the personal information you have provided to the Council in your housing application, and may provide as a tenant, for the following purposes:
- To carry out our responsibilities under this tenancy.
 - To use our rights under the tenancy.
 - To keep to our legal responsibilities and the responsibilities we have to other organisations under this Tenancy Agreement.
 - To carry out our responsibilities to other tenants, and
 - To comply with our legal obligations to Equality and Diversity.
- 27.3. The Council will share your personal information with other appropriate organisations and Council services so they can carry out their responsibilities as required by law. This may include:
- a) Contractors appointed to carry out repair, maintenance or improvement work to the property.
 - b) Law enforcement agencies.

- c) Children and Adults Social Care, Education and schools.
- d) Housing Benefits and Council tax, DWP.
- e) Electoral registration.
- f) Local housing providers, and
- g) Professional advisers.

- 27.4. Any hard copy files that contain personal and financial information are stored in locked cupboards in a secure building. Only authorised staff have access to such cupboards.
- 27.5. Personal and financial information recorded on portable computer equipment is password protected and encrypted. The computer equipment is only used in line with Reading Borough Council's ICT security policies.
- 27.6. Personal and financial information is recorded and stored securely on the Council's electronic Housing record system.
- 27.7. Information will be retained in accordance with article 5(1) (e) Storage Limitation principle under UK General Data Protection Regulations Legislation.

Access to your file & information

- 27.8. You have the right to see the information we hold about you and your tenancy, rent payments and application for alternative housing. You cannot see information about other people.
- 27.9. If you want to see your file please ask your Housing Officer. We must let you know within 40 days what information we hold and let you have a copy. We can charge a small fee for checking our records.
- 27.10. If you believe any of the information we hold about you is incorrect, you have the right for it to be amended. Please write to us at Reading Borough Council, Civic Offices, Bridge Street, Reading RG1 2LU if you believe this to be the case.
- 27.11. You have the right to see our rules for deciding who gets offered a Council home.

28. Complaints/Compliments

- 28.1. Your feedback is always important to us so we can recognise good practice and/or change what we can to improve our services.
- 28.2. We always aim to give our customers a good service. If you wish to give good feedback on any service that you have accessed and/or alternatively if you wish to make a complaint, please visit our website (www.reading.gov.uk) and go to the section entitled 'How to make a complaint, comment or compliment'.

If you would like this information in a different format such as Braille, large print, audio tape, or translated please contact us at any Customer Fulfilment Centre or call 0118 9372161.

The English language version of this Tenancy Agreement and Conditions (the original version) shall have precedence over any translation which is provided for you or obtained by you. Any translated version of these Tenancy Agreement and Conditions is provided for your convenience only. In the event of any dispute or disagreement in relation to the original version and any version provided for you or obtained by you in any other language, and in the event of any action in relation to a breach of the terms of the Tenancy Agreement and Conditions, the terms of the original version shall prevail.

COPY

SIGNATURE PAGE

1. This Tenancy Agreement is between us (Reading Borough Council) and you:

(1) Full name: NI NO:

(2) Full name: NI NO:

2. The full address and postcode of the property rented in this agreement is:

.....

.....

3. The weekly secure tenancy commencement date is:

3a. (If applicable) The Introductory tenancy commencement date is:.....

This tenancy will be an Introductory Tenancy until:

when it will become a Secure Tenancy unless:

- (i) The Introductory period of your tenancy has been extended; and/or
- (ii) You are not occupying the property as your only or principal home; and/or
- (iii) We are in the process of seeking possession of the property

4. The first full weekly period starts on Monday.....

Your tenancy (whether that be an initial Introductory Tenancy or a Secure tenancy) is a weekly tenancy which runs from Monday to Sunday. Your tenancy will start on the tenancy commencement date stated above.

The weekly rent and all other charges relating to the property are due on each Monday, in advance. You owe us rent from the first day of your tenancy. This means that if you started your tenancy on any day other than a Monday, your first rent payment will be due on that first day of your tenancy and is worked out in proportion to the number of days in the first week, or part week, that you will hold your tenancy.

5. The starting weekly charges for this property are:

Rent:

Cleaning:

Lighting:

Other:

Other:

TOTAL:

6. The full names of all of the people who will live in the property with you (your household) are:

Name

Date of Birth

Relationship to you

| | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

7. The maximum number of people allowed to live in the property is

8. **Signatures**

If this is a joint tenancy, both tenants must sign the agreement

I/We confirm that the information that I/we gave in my/our application for housing was and still is true. I/we understand that if it is not, the council can take legal action to recover possession of the property

I/We have read through and have understood the terms of this Tenancy Agreement.

Tenant 1

Tenant 2

| | |
|------------|------------|
| Name: | Name: |
| Signature: | Signature: |
| Date: | Date: |

Former Tenancy Arrears

Former Tenancy Arrears and Housing Related Debt

This paragraph is only applicable if it has been completed.

If this paragraph is completed it means that the Council has granted you a tenancy of this property even though you still have arrears and/or housing related debt from another property and/or a previous tenancy, which you must now pay.

It is agreed that you owe the following sums for arrears and/or housing related debt:

1.
2.
3.
4.
5.

The payment of these arrears and/or housing related debt is additional to the rent for the property in this tenancy.

You agree to pay the total debt of £ at the rate of £ per week in addition to the weekly charges for the property in this tenancy. The amount and period of instalments may be varied from time to time by agreement with the Council.

Repayment of this debt is an obligation of this tenancy. We refer to clause 5.7 of this tenancy agreement.

Tenant 1

Name:
Signature:
Date:

Tenant 2

Name:
Signature:
Date:

Signed by us:

Officer name:
Job title:
Signature:
Date:

SUCCESSION

On (date),

the original tenant (name)
("the original tenant"),

of
("the property") died.

(Delete if not applicable)

The original tenant held a joint tenancy of the property with (name).

The council agrees that (name)

("the successor tenant") succeeded to the tenancy of the property on the original tenant's death and has been the sole tenant of the property through succession since the date of the original tenant's death.

The details of the successor tenant (if not a current joint tenant) are as follows:

Name

Date of birth:

Relationship to original tenant:

National insurance number:

I, successor tenant of the property have received a copy of the current Tenancy Conditions for the tenancy of the property and agree to comply with those tenancy terms.

I understand that if I do not comply with the terms of the tenancy of the property the council can take legal action against me, including taking action to evict me from the property.

I understand that if I succeed to a property that is larger than I reasonably require, the council require me to move to an alternative property of a size that I reasonably require. I understand that the council can issue court proceedings against me if I do not move to alternative accommodation in these circumstances.

I understand that there can be no further successions to the tenancy.

I further understand that if I held a joint tenancy with the original tenant, I have now become the sole tenant of the property and this counts as a succession.

Signed:

(Successor tenant)

Print name:

Dated:

Signed:

(For and on behalf of Reading Borough Council)

Dated:

COPY

ASSIGNMENT

(tick as applicable)

Assignment to a person qualified to succeed to the tenancy ☐

Assignment by way of a mutual exchange ☐

Assignment pursuant to a Court Order in family law proceedings ☐

Pursuant to the method of Assignment marked above, the original tenancy of the original tenant(name) which commenced on(date) was assigned to (name) (“the new tenant”) on (date)

I,.....(name), the new tenant of the property at (“the property”)

have received a copy of the current Tenancy Conditions for the tenancy of the property and agree to comply with those tenancy terms.

I understand that if I do not comply with the terms of the tenancy of the property the council can take legal action against me, including taking action to evict me from the property.

The details of the new tenant’s household are as follows:

| Name | Relationship to me | Date of Birth | National Insurance Number |
|------|--------------------|---------------|---------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

I understand that in the event that the tenancy has been assigned to me on the basis that I am a person qualified to succeed to the original tenancy, this assignment counts as a succession and so on my death, there can be no further successions to the tenancy.

I understand that in the event that the tenancy has been assigned to me by way of a mutual exchange and I was a successor before the mutual exchange, I will remain a successor in my new property.

I understand that in the event that the tenancy has been assigned to me pursuant to a Court Order in family law proceedings, the assignment may count as a succession in certain circumstances including if the original tenant was a successor. This would mean that on my death there can be no further successions to the tenancy.

Signed:

Print name:

Dated:

Signed:

(For and on behalf of Reading Borough Council)

Dated:

Signed.....

(For and on behalf of Reading Borough Council)

Dated.....

COPY