

**CITY BOARD
30 JUNE 2011**

ITEM A12

REVIEW OF TENANCY CONDITIONS AND ENFORCEMENT

Report of the Director of Housing and Customer Service

1. SUMMARY

- 1.1 This report continues to inform the City Board on the progress being made to review the Conditions of Tenancy in relation to strengthening our powers to deal with anti-social behaviour on estates.

2. RECOMMENDATION

- 2.1 To approve, subject to agreement by Derby City Council, consultation with tenants on the proposals arising from the workshop held on 14 April 2011.

3. MATTER FOR CONSIDERATION

- 3.1 Tenancies provided by Derby City Council are either introductory or secure tenancies. A copy of the current tenancy agreement is attached at Appendix 1.
- 3.2 Tenants have a wide range of rights, under the Housing Act 1985, as amended by the Housing Act 1996, equally tenants have a number of responsibilities as listed on pages 6-12 of the agreement.
- 3.3 On 14 April 2011 a workshop was held with tenants, leaseholders, Board members and Officers to examine the current tenancy conditions. The primary purpose of the workshop was to review Section 6, page 10 which details a tenant's responsibilities in respect of behaviour. The discussion initially considered two points which reflect current conditions on estates:
- Problems linked to gang related activities on council estates
 - Problems linked to the re-housing of tenants with support packages and promises of behaviour, which tenants subsequently fail to maintain.
- 3.4 The general consensus of opinion from the workshop was that the existing tenancy conditions already contain sufficient provisions to deal with anti-social behaviour/harassment by whatever means it was caused. Within the content of the report considered by the City Board in February 2011 it was agreed to consider placing more emphasis on gang-related activities on council estates.
- 3.5 After debate the workshop agreed that Section 6 of the Tenancy Agreement covered this, agreeing that it is the negative outcome of the behaviour that is the problem, not the descriptor of the activity that causes it.

- 3.6 The workshop proposed that greater emphasis could be provided by including a further bullet point within Section 6, under the section which starts 'harassment includes but is not limited to', which would read:
- Involvement in gang related activities
- 3.7 The workshop also proposed to extend point 6.4.a within the Tenancy Conditions which reads 'must not use your home for illegal or immoral act such as selling drugs, possession drugs, storing drugs or stolen goods or prostitution to include reference to illegal firearms and offensive weapons.
- 3.8 The second area for consideration by the workshop was how Derby Homes/Derby City Council can more strongly enforce the engagement with support providers. It is becoming more common place for new tenants to be allocated tenancies with care packages in place to better enable them to sustain their tenancy and positively integrate within the community. On occasions tenants disengage with the support provider and this can result in anti-social behaviour and nuisance for neighbours and the community.
- 3.9 The workshop requested that this matter be discussed with Legal Services. Advice received from the City Council's Legal Advisor is that the inclusion of a new condition of tenancy which required engagement with support packages, if breached would only be enforceable if the failure to engage gave rise to further breaches of tenancy conditions, eg, anti-social behaviour.
- 3.10 Therefore given that it is agreed that the current conditions of tenancy already contain sufficient provisions to deal with the negative outcomes of behaviour it is proposed to deal with this in the way that cases are managed. This would be to effectively document the support arrangements that were put in place, detail the failed attempts to secure co-operation from the tenant, why it was necessary and proportionate to secure co-operation and the implications of the failure. In taking this approach Derby Homes would demonstrate that nothing further could be done for an individual who would not actively take steps to help themselves.
- 3.11 The workshop examined the remainder of the Tenancy Agreement and made the following minor proposals:
- 3.11.1 Point 2 – Payment of rent and money owed to the council. Proposed to include 'communal cleaning' within point 2.2.
- 3.11.2 Point 3.7. Proposed to insert a comma between vehicle and trailer.
- 3.11.3 Point 3.7. Proposed to include that consent should be obtained to keep a caravan, boat or trailer anywhere on the property so that Derby Homes can first check that where it is kept is suitable.
- 3.11.4 Point 6.2. Proposed to include a further bullet point as a sub condition which reads 'behave or act in a manner that affects the health and safety of people, living, visiting or working in the locality'.
- 3.11.5 Point 7.2. Proposed – to extend this clause to include 'or carrying out work at the property'.

- 3.11.6 Page 14. Proposed to insert 'and abide by the terms and conditions contained in them' after 'I/we have also received the following'.

4. CONSULTATION IMPLICATIONS

- 4.1 The proposals contained within this report will be presented to Housing Focus Groups to obtain feedback. An article will also be placed on the website and in Derby Homes News in August 2011 inviting comments from tenants and leaseholders.
- 4.2 The feedback from our customers will be included in our proposals to Derby City Council. Any changes to the Tenancy Agreement will need to be approved by Derby City Council.
- 4.2 The Housing Act 1985 requires any changes to Conditions of Tenancy to be subject to wider consultation with tenants and a formal Notice of Variation prior to adoption.

5. FINANCIAL AND BUSINESS PLAN IMPLICATIONS

- 5.1 Strategic aim 1 is decent homes and successful neighbourhoods. This is to ensure the decent homes standard is maintained and that the investment decisions made help create sustainable communities and improve the popularity of council estates. Strongly enforcing tenancy conditions around anti-social activities on our estates will contribute towards achieving this strategic aim.

6. HEALTH & SAFETY IMPLICATIONS

- 6.1 The Tenancy Agreement contains conditions which protect the health and safety of tenants, residents, employees, contractors and the wider community. The proposals contained within this report strengthen our commitment to health and safety.

7. LEGAL & CONFIDENTIALITY IMPLICATIONS

- 7.1 The proposals contained within this report have already been discussed with Derby City Council's legal advisor. The proposals as included within the report are all supported.

8. EQUALITY IMPACT ASSESSMENT

- 6.1 An equality impact assessment will be carried out on the proposals. This will be included in a final report which will contain the outcome of the consultation.

9. RISK

- 9 Strategic risk 7 is that 'crime, drugs and deprivation on estates causes some parts of estates to be unpopular and unsustainable & Failure to take opportunities to regenerate the Osmaston Estate'. The proposals contained within this report will strengthen our powers to deal with anti-social behaviour on our estates.

The areas listed below have no implications directly arising from this report:

- Environmental
- Policy Review

If Board members or others would like to discuss this report ahead of the meeting please contact the author, or Phil Davies, Chief Executive, phil.davies@derbyhomes.org – Phone: 01332 888528

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Background Information: Item B8 – City Board. 24 February 2011.
Review of Tenancy Conditions and Enforcement.

Supporting Information: Tenancy Agreement – Derby City Council.

Tenancy Agreement



Tenancy Agreement

All tenancies provided by Derby City Council, except to staff provided with temporary homes, are either introductory or secure tenancies. This means that, under the law in the Housing Act 1985, as amended by the Housing Act 1996, you have a wide range of rights. You also have a number of responsibilities.

This agreement contains the terms/conditions of the Tenancy Agreement between tenants and Derby City Council. You should read this document together with the Tenants Handbook and the Repairs Handbook as they contain important information about your tenancy.

If you have never been a tenant of Derby City Council, you will become an introductory tenant for the first 12 months of your tenancy. If you keep to the terms and conditions of your introductory tenancy agreement, you will automatically become a secure tenant at the end of the first 12 months. If you breach any of these conditions, the Council may take legal action against you for possession of the property, or any other suitable remedy. The Council can recover court costs from you.

Independent Advice

You can obtain independent advice about this tenancy and your rights from the Citizens Advice Bureau and Derbyshire Housing Aid.

Please read the terms of the agreement on the following pages. The agreement should be read together with the Tenants Handbook and the Repairs Handbook as these contain important information about your tenancy. If you accept the terms of your agreement, please proceed to sign the Tenancy Agreement attached.

Introductory Tenancies

Introductory tenants have fewer legal rights than a secure tenant.

An introductory tenancy is a tenancy for a trial period for the first 12 months. Within that time, you must not break any conditions of the tenancy agreement, for example:

- not behave anti socially, cause a nuisance or harass other people
- pay your rent on time
- look after your home.

This list is not exhaustive.

If you break any of the terms/conditions in this agreement, we may ask the court to evict you. As an introductory tenant, you can be evicted much more quickly and easily than a secure tenant. But, if you show us you can keep to the conditions of this agreement, you will automatically become a secure tenant 12 months from the start of your introductory tenancy. In some circumstances, the introductory period may be less than 12 months, depending on your previous tenancy.

You have the right to have the Council's decision to seek possession reviewed by a senior Manager should it become necessary to start possession proceedings.

Please ask us if you require further information.

Derby Homes provides an additional service for introductory tenants. This is called the Tenancy Sustainment Service. The service is intended to help new tenants have the best possible chance of making a success of their tenancy. A member of staff will contact you to carry out an assessment which will determine if you are required to engage with this service. There is a charge for the service. The charge is covered by Housing Benefit if you qualify for that. We will give you a leaflet which gives more information about the Tenancy Sustainment Service.

Demoted Tenancies

Under certain circumstances, we may apply to the County Court to have a Secure Tenancy reduced to a demoted tenancy. This means that your secure tenancy rights are reduced to those for an introductory tenancy for up to a year.

You have the right to have your demoted tenancy reviewed by a Senior Manager should it become necessary to start possession proceedings.

Please ask us if you require further information.

Derby City Council's duties to you: Your rights

1. 'Security of tenure'

As a secure tenant, we cannot make you leave the property without getting a possession order from the County Court. There are set procedures we must follow. The court will listen to both you and us. It will only grant a Possession Order for a secure tenancy if it is satisfied that our case against you is justified and reasonable. The tenancy will only be secure while you occupy the property as your only and principal home.

If, for any reason, the Council should wish to end your tenancy, so long as you are a secure tenant, the Council cannot do so without first obtaining an Order for Possession from the County Court.

If at any time your tenancy ceases to be a secure tenancy, the Council may bring the tenancy to an end by giving you four weeks' notice to quit.

The Council will not attempt to take possession of the property or take any other action without attempting to discuss the matter with you beforehand.

2. 'Rights of succession'

If you die, the tenancy of your home will pass to your partner. This also applies to same sex couples. If you have no partner, or there is no other joint tenant, the tenancy may pass

to another close member of your family. To qualify, your partner or the close family members must have lived at your home for at least one year. Only one succession is allowed for each tenancy. So, for example, if you have a joint tenancy, the surviving joint tenant automatically takes over.

After one succession, there can be no more successions to the tenancy except in certain circumstances.

The rules are complex. It is best to ask your local housing office for advice or seek independent legal advice from the Citizens Advice Bureau or Derbyshire Housing Aid.

3. Right to take in lodgers and to sub-let part of your home

Only secure tenants have the right to take in lodgers. But:

- this must not create overcrowding
- it may well reduce the Housing Benefit you get. You must tell Derby Benefits that you have lodgers if you receive Housing Benefit
- your lodger will not have security of tenure like you
- you will be responsible for legally evicting your lodger if you want him or her to leave

If you are a secure tenant and want to sub-let part of your home, you must get written permission from the Council before you do so. We will not unreasonably turn down your request. You have no right to sub-let the whole of your home. You will not be given permission to sub-let if you are an introductory tenant.

4. Right to repair

This is explained in more detail in the Repairs Handbook, which contains important information about your tenancy. You must give us clear notice that your property requires repair.

5. Right to improve

You must not carry out any improvements or alterations to the property without first obtaining the Council's written permission. We will not unreasonably withhold permission.

If you are living in flats of a unity construction or with wood flooring, you are prohibited from using laminate flooring in the first floor flats because of noise transmission.

This is explained in more detail in the Tenants Handbook, which contains important information about your tenancy.

6. Right to buy

This is explained in more detail in your Tenants Handbook, which contains important information about your tenancy.

Introductory tenants do not have the right to buy their homes.

7. Right to consultation

This is explained in more detail in your Tenants Handbook, which contains important information about your tenancy.

8. Right to information

We must issue you with a tenancy agreement and information on your rights. We publish our procedures on who we give homes to, transfers and exchanges. You may ask to see these at any local housing office.

We will treat all information provided in confidence and in accordance with the Data Protection Act 1998. It will be used for the purpose of managing your tenancy.

We may need to share it with other departments or organisations for a similar purpose. These include Housing Benefits, Derby Homes local housing offices, housing associations, Council Tax, The Benefits Agency, Probation Service, Police, Social Services and other local councils.

Each year, we must give all tenants information about our performance. This is explained in more detail in your Tenants Handbook.

Legal rights of tenants in brief	Secure Tenants	Introductory Tenants
Right to succession of partner/family member	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	Yes
Right to buy	Yes	No*
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to consult on decision to delegate housing management	Yes	Yes
Right to participate in housing management contract monitoring	Yes	Yes

*but the introductory tenancy period counts towards the discount.

9. Repairs

We will keep in repair the structure and exterior of the property, but you must notify us of repair work you are aware of. Particular items include, but are not limited to:

- the roof
- drains, gutters and external pipes
- outside walls, outside doors, window sills, window frames and glass
- internal walls, skirting boards, doors and door frames, floors and ceilings - excluding decoration but including major plasterwork
- some fences, pathways and other means of access
- the Council will keep in repair and proper working order all the installations in the • property for the supply of water, gas and electricity, sanitation and for space and water heating
- you may have made additions or improvements. We will only repair them if you have told us about them and we have agreed in writing to maintain and repair them.

If you, or people who live with you or visitors to the property, cause damage, we may do the repairs and charge you for them. If any of these repairs are not put right or paid for by you, the Council may take legal action against you to secure the repairs or recover the money it spends on repairs from you.

10. Outside decorations

We will keep the outside of your home and the communal parts of flats, in a reasonable decorative state.

11. Improvements

The Council will not be responsible for making good any internal decorations affected by any improvement works carried out at the property unless damage to the decorations has been caused as a result of negligence on behalf of the Council or anybody acting on the Council's behalf.

Your duties to the Council

1. False Statement

You or someone acting on your behalf must not make a statement which you:

- know is false, or
- thought could be false, or
- be involved in any way in supplying information which may deceive an officer of the Council, or its agent, in allocating you this property. We will take legal action to obtain possession of your home in any such circumstance.

2. Payment of rent and money owed to the Council

- 2.1 You must pay all your rent together with any other tenancy charges on the Monday of each and every week.
- 2.1a You must pay your rent for a lock-up garage monthly in advance by direct debit.
- 2.2 Tenancy charges are any financial obligations arising from your tenancy which includes but is not limited to: heating, hot water, garage rent, contents insurance, and charges for wilful property damage.
- 2.3 You must not withhold the rent or any tenancy charge for any reason whatsoever.
- 2.4 You must pay any debt outstanding from any tenancy in full, for example, unpaid rent, tenancy charges, charges for wilful damage.
- 2.5 If you are joint tenants, you are together responsible for the rent and tenancy charges, and any debt outstanding from any previous tenancy if you were joint tenants at that property. The Council can recover all arrears owed to it as a result of this responsibility from either individual joint tenant. This means that if one joint tenant leaves, the remaining tenant or tenants are responsible for the total of any arrears outstanding together with ongoing rent and tenancy charges.
- 2.6 If you have any difficulty paying your rent or tenancy charges, you or someone acting on your behalf must contact your local housing office immediately.
- 2.7 If you do not pay your rent, rent arrears, or tenancy charges, the Council can take court proceedings to evict you from your home. These proceedings may incur additional charges such as legal fees and court costs which are recoverable from you and which may then be added to your rent account.
- 2.8 The Council may vary the amount of rent you have to pay. In such circumstances, you will be notified in writing of any variation. This notice will also tell you of your rights to end the tenancy if you do not accept the new rent level.

3. Use and occupation of your home

- 3.1 You must live in this property as your main home and nowhere else.
- 3.2 You must tell us if you are going to be away from your home for more than a month and make sure that your local housing office is advised of each forwarding and contact address. Failure to do so, where the property remains unoccupied for more than a month, may result in the Council determining that you no longer live in the property as your main home.
- 3.3 You may take in lodgers as long as you are a secure tenant and your home does not become overcrowded. You must give your local housing office the names of any lodgers.
- 3.4 You must not, without our permission, separate part of your home for what is called a 'sub-tenancy'.

- 3.5 You must not run a business from your home without first obtaining our written permission. In granting any permission, we will consider factors such as the amount of noise generated any nuisance that may be caused to your neighbours or whether damage will occur to the property.
- 3.6 You, or anyone living with you, must not alter or improve your home in any way unless you have written permission from us. This includes but is not limited to the following:
- putting up an extension
 - adding to or changing or replacing the fixtures and fittings provided by the Council
 - altering or tampering with essential gas, electricity or water services
 - putting up an aerial or satellite dish
 - put up any structures such as sheds, garages or pigeon lofts
 - making major alterations to the land within the curtilage of the dwelling
 - building any other structure, this includes but is not limited to a car port, garage, hard standing, driveway or shed
 - remove any tree or hedge from the garden or communal area

The Council will not unreasonably withhold permission for you to undertake such changes or alterations. If permission is refused, you will be notified in writing of the reasons for refusal.

- 3.7 You, or anyone living with or visiting you, must not park or leave any motor vehicle trailer, caravan or boat anywhere on your property or garden except on a hard standing. Any motor vehicle must have a valid tax disc displayed or registered SORN with the DVLA.
- 3.8 You, or anyone living with or visiting you, must not allow anyone to sleep in a caravan or other vehicle parked outside your home.
- 3.9 You, or anyone living with or visiting you, must not drive across a kerb to access your property unless it has been dropped in accordance with the regulations of the Highway Authority.
- 3.10 You, or anyone living with you, must not use the garden or drive to your property to store, load or unload scrap metal or strip down vehicles or repair any vehicle other than one regularly used by yourself or someone residing at your home.
- 3.11 You, or anyone living with you, must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency service vehicles.
- 3.12 You, or anyone living with or visiting you, must share the use of any driveway that gives access to your home and an adjoining property with the occupants of that property. The driveway must not be blocked in any way, for example, by parking a vehicle or by fencing part of it off.
- 3.13 You, or anyone living with you, must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.
- 3.14 You, or anyone living with or visiting you, must not bring or store mopeds or motorbikes inside your home or into indoor communal areas – entrance halls, stairs or landings.
- 3.15 If you are living in a category 2 Supported Housing Scheme, you or anyone living with or visiting you must not bring, store or use a motorised scooter within the building.

- 3.16 You must keep your yard and/or garden area to the reasonable satisfaction of the Council. You are responsible for the upkeep of all parts of your garden, this includes but is not limited to grass, trees, plants, bushes, hedges, garage or outbuilding.
- 3.17 You, or anyone living with you, must keep any communal area, either inside or outside the property, clean, tidy and free from rubbish or furniture at all times to the reasonable satisfaction of the Council.
- 3.18 You must keep the inside of your property clean to the reasonable satisfaction of the Council.

4. Repairs and maintenance

- 4.1 You must look after your home in a reasonable manner and make sure your home remains in good condition at all times to the reasonable satisfaction of the Council.
- 4.2 You, or anyone living in your home, or visiting your home, must not damage, or destroy:
- the structure and outside of the building, including any glazing
 - the fittings for the supply of gas, water and electricity
 - bathroom and toilet fittings
 - room heating systems
 - water heating systems
 - kitchen units and fittings
 - internal fixtures and fittings, for example doors and internal glazing
 - sheds, garages, fencing, patios, paths, any part of the garden area, open-plan space or communal walkway.

You are responsible for repairing any damage to any part of your home caused by the wilful or negligent or careless action by you, or anyone living with you or visiting the property.

- 4.3 You are responsible for carrying out certain internal repairs at your own expense. More detail is given in the Repairs Handbook.
- 4.4 You are responsible for keeping the internal decoration of the property up to a reasonable standard that is satisfactory to the Council.
- 4.5 You, or anyone living with you, must immediately report any repairs that the Council is responsible for carrying out to enable us to arrange for inspection and/or repair to be carried out - see Repairs Handbook.
- 4.6 You, or anyone living with you, must immediately report any damage; however it was caused to your home.
- 4.7 You, or anyone living at or visiting your home, must not steal or appropriate any item of property from any dwelling, building or grounds owned by the Council.
- 4.8 You or any other person living with you, must allow Council employees, their contractors, agents or statutory undertakers to enter your home at all reasonable hours on request for the purpose of inspecting the property or carrying out any works that the Council think are

necessary. This includes the Fire and Rescue Service for the purpose of completing Home Safety Risk Assessments. You will be given at least 24 hours notice, except in an emergency.

- 4.9 In an emergency, we or any other person authorised by the Council may require access to your home. In the event that such access is necessary and the property is unoccupied or access is denied, the Council may use reasonable force to gain entry to your home. Upon completion of the works and/or inspection, your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either the property or a person's safety is deemed to be at risk. In the event that access is denied, you may be prosecuted for obstruction.

5. Recharging

You are responsible for:

1. the cost of repair of any damage of your property
2. the cost of replacement of property destroyed
3. the cost of works carried out by default by the Council
4. any costs incurred by the Council as a result of your breach of conditions in this agreement.

6. Anti social behaviour

You and/or any other person residing at and/or visiting the property must not behave or threaten to behave in a way that causes, or is capable of causing nuisance, alarm, harassment, distress or annoyance to your neighbours, and/or anyone working lawfully in or visiting the area, for example, housing staff, contractors, social workers, guests of neighbours or others. You and/or any other person residing at and/or visiting the property must not use your home for immoral or unlawful purposes.

- 6.1 You are responsible for your own behaviour and for that of anyone including children living or visiting your home, whether permanently or temporarily. For the avoidance of doubt, the following clauses, 6.2 – 7.2 inclusive, apply to adult children, lodgers, licensees, sub-tenants, other adult members of your household, children under 18 and visitors to the property.
- 6.2 You must make sure that you, other people living with you, and any visitors to your home do not:
- a. Behave in a way which causes, or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your home.
 - b. Act in a way which is likely to cause, or be capable of causing a nuisance or annoyance or disturbance to people, living, visiting or working in the locality of your home.
 - c. Harass, abuse or threaten people living, visiting or working in the locality of your home.
 - d. Damage, misuse or dump rubbish in communal areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property owned by the Council.

Harassment includes but is not limited to:

- violence or threats of violence towards any person including all Council and Derby Homes employees, agents or contractors of the Council
- abusive or insulting words or behaviour
- damage or threats of damage to another person's property or home
- writing threatening, abusive or insulting graffiti
- any interference with the peace or comfort of any other person
- racial harassment
- sexual harassment
- harassment because of a person's sex, gender, race, nationality, ethnic grouping, religion, sexuality, physical disability, learning disability, or because they are living with HIV/AIDS.

Examples of nuisance, annoyance, or disturbance includes but is not limited to: loud music, arguing, door slamming, dog barking and fouling, being drunk, being under the influence of drugs, shouting, playing ball games close to someone else's home, untidy gardens and/or properties.

People working in the locality of your home include employees, contractors of the Council and other people engaged in lawful activity in the locality such as postal workers.

6.3 You, or anyone living with you, must not make false or malicious complaints about the behaviour of another person.

6.4 You and/or anyone living at and/or visiting your home:

- a. Must not use your home for any illegal or immoral purposes such as selling drugs, possessing drugs, storing drugs or stolen goods, or prostitution.
- b. Must not undertake any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen drugs, or prostitution in the locality of your home.
- c. Must not commit an indictable offence in, or within the locality of your home.
- d. You and/or anyone living with you at/or visiting your home, must not inflict violence, or threaten violence against, any other person, either living with you or in another Council home. You must not harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in lawful activity within the locality.

7. Pets

7.1 You, or anyone living with you, must not allow your pet or pets to frighten, annoy or cause a nuisance to any other person living in the locality of your property. In some flats, maisonettes and sheltered schemes, you may only keep caged birds or fish. You must get permission to keep unusual pets such as snakes.

You must not keep any pet, which causes or is likely to cause a nuisance or annoyance or disturbance to neighbours or others living in the locality of the property.

Examples of this include, but are not limited to: allowing your pet to persistently foul in an inappropriate place, barking, creating a foul smell, inadequate control, creating any kind of health hazard.

- 7.2 You or anyone else living with you, must ensure that no pet kept at your home prevents an employee, contractor or agent of the Council gaining access to the property.

8. Ending your tenancy

- 8.1 You must give the Council four weeks notice, in writing, if you intend terminating your tenancy.
- 8.2 You must return all keys to your property to your local housing office by 12 noon on the date agreed by the Council that your tenancy ends.
- 8.3 You must leave the property and garden in a clean and tidy condition, clear of all your belongings and furniture and clear of rubbish.
- 8.4 You, or anyone living with you, must make good any damage however caused prior to terminating. Any alterations that have been carried out by you, or anyone living with you, must also be removed and the property returned to its original state prior to your terminating.

You must leave the fixtures and fittings in the same state as they were when your tenancy began except for reasonable wear and tear.

9. Notices

In addition to any way permitted by law, we may serve any notice on you at your home by putting it through the letterbox or by fixing it to your home or by leaving it with somebody for you at your home.

The enforcement of these tenancy conditions is at the discretion of the Council. The Council is not under a duty to take enforcement action in respect of all breaches but you acknowledge that the Council may take action against you for breach of these tenancy conditions which may result in the Council terminating the tenancy or taking alternative appropriate action, and that the Council will do so in appropriate cases.

What can you do if the Council does not keep to the Agreement?

Read this Tenancy Agreement and:

- a. First, complain to your local housing office.
- b. If the complaint is about a repair not being done within the agreed time limits, you can use your Right to Repair - see Repairs Handbook.
- c. If these actions do not put the situation right, write and complain to the Complaints monitoring Officer, Derby Homes Ltd. He or she will arrange for your complaint to be investigated and will write to tell you the result.
- d. You can talk to your local Citizens Advice Bureau, other advice centre or a solicitor for information about your rights.
- e. If you wish to serve a notice to do with legal proceedings, and all other notices, on the Council, it should be served at the Head Office of our managing agents, Derby Homes Ltd, Floor 2, South Point, Cardinal Square, 10 Nottingham Road, Derby DE1 3QT.

What can the Council do if you do not keep to this Agreement?

- a. We will investigate the circumstances and try to reach an agreement so that you will keep to the Agreement.
- b. If you still do not keep to the Agreement, we may serve a notice on you requiring you to comply. If you do not comply, we will take legal action to end your tenancy or enforce the terms and conditions.
- c. If you don't do repairs which are your duty, we may do them ourselves and charge you for the cost of the work.

Satisfaction with your services

We are keen to give you a good service. As part of this service, we wish to deal with any complaints as quickly as possible and make sure you know where to complain and who to.

Further details on how to complain can be found in the Customer Care Charter.

Tenancy Agreement

This document is a Tenancy Agreement between the following:

Landlord: Derby City Council of the Council House, Corporation Street, Derby DE1 2FS

and

Full name of tenant 1

Date of Birth: DD MM YYYY

and

Full name of tenant 2

Date of Birth: DD MM YYYY

For joint tenancies, 'tenant' refers to both or all of the tenants

Address:

Type and size of property:

Garden:

Start date of tenancy: Initial rent: £

Type of tenancy:

Your introductory will become a secure tenancy on: [Click here to enter a date.](#)
(so long as all terms of Tenancy Agreement have been complied with)

This is a legally binding agreement. If you sign this Agreement, it means that you accept the terms and conditions of tenancy attached.

I/We have read and understood this Agreement together with the terms and conditions of tenancy and the tenancy created by it.

I/We have also received the following:

- Tenants Handbook
- Repairs Handbook
- Gas Safety leaflet
- Pets policy (if applicable)
- Asbestos notification (if applicable)
- Good Neighbour agreement
- Advice on home fire safety check
- Advice on Housing Benefit overlap

Tenants signature(s):

Witness signature:

Date:

We can help you access this information in another way, format, style or language. Please contact us on 01332 711000, minicom 01332 888555 or fax 01332 888787. Telephone calls to our Enquiry Centre are recorded and monitored for training and quality purposes.

ہم دوسری طرح، شکل، انداز یا زبان میں اس معلومات تک رسائی کے سلسلے میں آپ کی مدد کر سکتے ہیں۔ براہ کرم ہم سے 01332 711000، منی کوم 01332 888555 یا فیکس 01332 888787 پر رابطہ کریں۔ ہمارے انکوائری سینٹر کو کی گئی ٹیلیفون کالیں تربیت اور معیار کے مقاصد کے لئے ریکارڈ کی جاتی ہیں اور ان کی نگرانی کی جاتی ہے۔

Możemy dostarczyć Państwu te informacje w inny sposób, w innym formacie, stylu i języku. Prosimy o kontakt pod numerem 01332 711000, minicom 01332 888555 lub faksem pod numerem 01332 888787. Połączenia telefoniczne z naszą Infolinią są nagrywane i monitorowane dla celów szkolenia i jakości.

Mēs varam jums palīdzēt piekļūt šai informācijai citā veidā, formātā, stilā vai valodā. Lūdzu, sazinieties ar mums pa tālruni 01332 711000, minicom 01332 888555 vai faksu 01332 888787. Tālruna zvani mūsu pieprasījumu centrā apmācību un kvalitātes nolūkos tiek ierakstīti un pārraudzīti.

Galime padėti jums gauti šią informaciją kitokiu būdu, formatu, stiliumi arba kalba. Kreipkitės į mus telefonu 01332 711000, MINICOM 01332 888555 arba faksu 01332 888787. Telefono skambučiai į mūsų užklausų centrą registruojami ir kontroliuojami mokymų ir kokybės tikslais.

हम किसी अन्य तरीके, फॉर्मेट, शैली या भाषा में इस सूचना तक पहुंचने में आपकी मदद कर सकते हैं। कृपया 01332 711000, मिनिक्ॉम 01332 888555 या फैक्स नं. 01332 888787 पर हमसे संपर्क करें। प्रशिक्षण और गुणवत्ता के उद्देश्य से हमारे पूछताछ केंद्र पर आने वाली कॉल्स का रेकॉर्ड रखा जाता है।

ਇਸ ਜਾਣਕਾਰੀ ਤਕ ਕਿਸੇ ਹੋਰ ਤਰੀਕੇ, ਰੂਪ, ਤਰਤੀਬ ਜਾਂ ਭਾਸ਼ਾ ਵਿਚ ਪਹੁੰਚ ਪ੍ਰਾਪਤ ਕਰਨ ਵਿਚ ਅਸੀਂ ਤੁਹਾਡੀ ਮਦਦ ਕਰ ਸਕਦੇ ਹਾਂ। ਕਿਰਪਾ ਕਰਕੇ ਸਾਨੂੰ 01332 711000 ਮਿਨੀਕਾਮ 01332 888555 'ਤੇ ਸੰਪਰਕ ਕਰੋ ਜਾਂ 01332 888787 'ਤੇ ਫੈਕਸ ਕਰੋ। ਸਾਡੇ ਪੁੱਛਗਿੱਛ ਦੇ ਕੇਂਦਰ 'ਚ ਕੀਤੀਆਂ ਗਈਆਂ ਕਾਲਾਂ ਨੂੰ ਸਿਖਲਾਈ ਅਤੇ ਗੁਣਵੱਤਾ ਦੇ ਮਕਸਦ ਲਈ ਰਿਕਾਰਡ ਅਤੇ ਮਾਨੀਟਰ ਕੀਤਾ ਜਾਂਦਾ ਹੈ।

To contact Derby Homes

Contact us by phone on 01332 711000 or by emailing enquirycentre@derbyhomes.org.

The Enquiry Centre is open Monday to Friday from 8am to 8pm, and on Saturdays between 9am and 12noon.

Or write to us at Derby Homes, 2nd Floor, South Point, Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT.

If you have an emergency enquiry outside of these hours call Care Link on 01332 256060.

enquirycentre@derbyhomes.org | www.derbyhomes.org

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