

Tenancy Agreement



Nottingham
City Council

Housing
Services

Tenancy agreement for a council property

Personal information goes here

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NCC Tenancy Agreement

Part 1: Introduction

1.1 General information for introductory tenants

This tenancy agreement is a legal contract. It sets out the responsibilities you have as a tenant and the responsibilities of Nottingham City Council as the landlord.

This tenancy agreement is used for:

- an introductory tenancy
- a secure tenancy
- a demoted tenancy
- a furnished tenancy.

If you are an introductory tenant your tenancy will last for one year, unless you were an assured shorthold tenant of a registered social landlord, or an introductory tenant of another property, immediately before commencing this tenancy. If this is the case your time in these tenancies will count towards your introductory tenancy period and we will tell you the length of your introductory tenancy.

Your introductory tenancy will automatically become a secure tenancy after one year unless you breach any of the conditions of the agreement during that period. If you do breach the conditions the Council may serve you with a notice to extend the introductory tenancy period by six months or, if the breach is serious, to end the tenancy altogether. As an introductory tenant you will have far more limited rights, and if there are problems it is easier to evict you. Before taking either of these actions the Council will serve you with a formal notice giving its reasons.

In the event of our taking action to extend or end your introductory tenancy you will usually have the opportunity to:

- Discuss matters with an officer from Nottingham City Council's Rents team or Tenancy Management team.
- Put things right in some cases (for example, make realistic arrangements to pay off rent arrears or to stop behaviour that causes nuisance or annoyance to neighbours).

In any event you will always have the right to ask for a review of the decision to serve you with a notice.

1.2 Review

If the council serve notice on you for possession of your property, in certain circumstances you are entitled to a review of that decision.

For example:

1. Where you are served with notice on the basis of an Absolute Ground for possession as set out in Section 84A Housing Act 1985, you have the right to ask for a review of that decision within 7 days of service of the notice on you.
2. Where you are served with a notice of proceedings for possession to end your introductory tenancy or if you are served with a notice to extend your introductory tenancy you have the right to ask for a review of that decision within 14 days of service of the notice on you.
3. Where you are served with notice for termination of demoted, you have the legal right to ask for a review of that decision within 14 days of service of the notice on you.

To ask for a review you should write to:

Nottingham City Council
Loxley House
Station Street
Nottingham
NG2 3NG

Nottingham City Council will carry out a review of the decision.

If your review is unsuccessful, then Nottingham City Council can apply to court for possession of your home.

1.3 Information for secure tenants

It is your right to have exclusive use of your home let to you under your secure tenancy. If the Council wants to evict you it must prove to a court that there are grounds for possession and the court must grant an order for possession. An alternative course of action to seeking possession is to apply for a demotion order. The Council can apply for a demotion order only where you, or anyone living in or visiting your home, are in breach of the tenancy agreement, through anti-social behaviour, by using your home unlawfully or threatening to use it unlawfully.

As a secure tenant you will have a number of rights not available to introductory tenants [see Part 2].

In addition to this, if you cease to occupy the property as your only or principal home, then a Notice to Quit may be served to end your tenancy.

1.4 General information for former secure tenants whose tenancy is demoted

A demoted tenancy will last for a period of 12 months but may be extended if a notice of intention to seek possession is served in that period. A demoted tenant has more limited rights, similar to those of an introductory tenant, and if there are any problems with the conduct of a demoted tenant it is easier for the Council to evict you than if you are a secure tenant.

Before the Council applies to the court for a demotion order it is usually required to serve a notice on you setting out the reasons. If proceedings are brought you will be entitled to defend them and there will be a hearing at court. If the court does make a demotion order then your secure tenancy will end and if you remain in your home a new demoted tenancy will begin.

As a demoted tenant you will not have the right to:

- exercise the right to buy your property
- sub-let part of the property or take in a lodger
- exchange your tenancy
- improve or alter your property, or seek compensation for improvements
- assign the tenancy (subject to certain exceptions).

Besides these five exceptions, once the tenancy is demoted all other terms and conditions apply unless a court orders otherwise. If you do not cause any further nuisance, or breach the tenancy another way, you will automatically become a secure tenant again after 12 months.

1.5 Specific information for introductory tenants

Is this an introductory tenancy? Yes No

As an introductory tenant you have fewer rights than a secure tenant.

For example you cannot:

- apply for the right to buy your home
- sub-let part (or all) of your home, or take in a lodger
- apply to exchange your tenancy.

The furniture supplied is set out in the attached inventory.

1.6 General definitions

1. Nottingham City Council – the landlord.
2. Tenant – In a joint tenancy the word “tenant” or “you” means each of the tenants. The obligations and liabilities apply to each tenant, and to all tenants.
3. Communal areas – this means stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, parking bays, alleyways and access ways.
4. Neighbour – a child or any person living in or working in the locality or neighbourhood of the premises or communal area.
5. Household – any person living at the property.
6. Overcrowding – you must not intentionally cause overcrowding or exceed the permitted number of people (called ‘units’) for your property:
 - a. Children up to 1 year = nil units
 - b. Children between 1-10 years = 0.5 units per child
 - c. Anyone over 10 years of age = 1 unit per person.
7. Nuisance may be, but is not limited to the following: playing loud music, loud arguments and / or fighting, rubbish dumping, slamming doors, throwing things out of windows, allowing your dog to bark persistently, not keeping your pets under control.
8. Guide or assistance dogs – dogs specially trained to assist you with a disability.
9. Policy / Policies – Nottingham City Council has a number of policies on housing and tenancy related matters which are referred to in this agreement. Copies of those policies can be obtained from your local housing office or Nottingham City Council’s website.

1.7 Tenancy Fraud

You must not commit tenancy fraud, for example by giving any false or incorrect information which results in Nottingham City Council granting a tenancy to you.

This includes information you or someone on your behalf has provided during the course of letting the property to you, at any stage, whether documentary or verbal. This also includes the information provided on pages 3 and 4 of this agreement.

You are responsible for informing Nottingham City Council of any changes in your circumstances during the course of your tenancy, such as if you purchase a property, gain a financial interest in a property, or you gain or lose a household member.

You must notify Nottingham City Council about any new household member that comes to live with you, so that they can be added to your tenancy records as residing at your home.

Part 2: Your rights as a tenant

2.1 Right to live in your home without interference so long as:

1. You do not break any of the conditions of the tenancy agreement and do not breach any of the statutory grounds for possession in the Housing Act 1985 and 1996, or any future law.
2. You occupy the property as your only or principal home or, if you are joint tenants at least one of you must live in the property as your only or principal home. If you fail to do so your tenancy will cease to be secure or introductory and we will serve you with a Notice to Quit to end your tenancy.
3. If you are joint tenants and one of you wants to give up the tenancy there is a requirement to serve a Notice to Quit. The effect of this is that the tenancy will come to an end. However, Nottingham City Council may be willing to give the remaining former tenant(s) a new tenancy for the property. Requests will be dealt with in accordance with the Council's policies and procedures for making tenancy changes.
4. If you intend to be away from your home for a period of longer than 28 days you must inform Nottingham City Council in writing before you go. You must provide a forwarding address and telephone number and/or the contact details of someone the Council may contact in an emergency. This is important because if you fail to inform the Council and your home lies empty, the Council may conclude that you have stopped using it as your only or principal home and serve a Notice to Quit.

2.2 Right to succession – death of the tenant

Introductory and secure tenants – If you have a joint tenancy, the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. This is called “survivorship” and if this happens, there will be no further right of succession.

Tenancies that commenced before April 2012 – If you are the sole tenant and there has been no previous succession, then your tenancy can be passed to your spouse, partner or civil partner, or a person who has been living with you as your husband or wife, upon your death. In the absence of such a person, a qualifying family member as defined by Housing Act 1985, may be entitled to succeed to (take over) your tenancy if they meet certain criteria.

Full details of the rules and procedures are set out in Nottingham City Council's Succession Policy, a copy of which can be obtained from any housing office.

Tenancies that commence after April 2012 – Only the spouse or civil partner can succeed to the tenancy in law. Nottingham City Council may consider granting a new tenancy (a discretionary succession) to qualifying family members who have been living at the property for at least 12 months prior to the tenant's death. Any decision in relation to a discretionary succession will be made in line with Nottingham City Council's Succession Policy and any decision to grant a tenancy in such cases will be a new tenancy in accommodation that is suitable for the person applying.

Demoted tenancies – the same rules apply as those for secure tenants, but the surviving tenant or successor will take over the demoted tenancy. Any decisions will be in line with Nottingham City Council's Succession Policy.

2.3 Assignment of tenancy

Secure tenants – a secure tenancy is capable of being assigned by you to another person in the following circumstances:

1. By mutual exchange – providing you have obtained written permission from Nottingham City Council prior to the mutual exchange, and the person with whom you are exchanging has also obtained written permission from their landlord. If you do not have Nottingham City Council's written consent this is an unauthorised assignment. The Council may take court proceedings against you.
2. Under certain court orders made under family law.
3. To a person entitled to succeed to the tenancy provided that you have obtained written permission from Nottingham City Council which will not be unreasonably withheld.

You must provide reasons why you would like the assignment to take place. Each assignment will be considered on a case by case basis and must not be carried out until approval has been obtained. We may take court proceedings against you.

Certain tenancy changes will also be considered for secure tenants, such as a new joint tenancy being created with a person that would be capable of succeeding to your tenancy. Each request will be considered on a case by case basis. Any such changes will only be permitted in line with Nottingham City Council's Changes to Tenancies Policy, a copy of which can be obtained from any housing office.

For introductory tenants, your tenancy is only capable of being assigned by you either under certain court orders made in family and civil partnership law proceedings, or to a person entitled to succeed, provided you have obtained written permission from Nottingham City Council prior to any assignment.

For demoted tenants, your tenancy is only capable of being passed on by you to another person if a court order has been made enabling such a change.

If you take any steps to assign your tenancy without our prior permission, court action may be taken against you, including for possession of the property.

Introductory tenants – an introductory tenancy is capable of being assigned by you to another person in the following circumstances:

1. Under certain court orders made under family law.
2. To a person entitled to succeed the tenancy, provided that you have obtained written permission of Nottingham City Council.

You must provide reasons why you would like the assignment to take place. Each assignment will be considered on a case by case basis and must not be carried out until approval has been obtained.

We may take court proceedings against you.

Demoted tenants – a demoted tenancy is capable of being passed on by you to another person only under certain court orders made under family law.

2.4 Sub-letting and lodgers

Sub-letting

If you obtain written permission first, Nottingham City Council may allow you to rent part of your home to another person. This cannot be done without Nottingham City Council's written permission.

You can only sub-let part of your property. If you sub-let the whole of your property this invalidates the security of your tenure and you will no longer be a secure tenant. We may take court proceedings against you.

As a tenant of a secure tenancy you will also commit an offence if:

- a) you dishonestly and in breach of the express terms of your tenancy sub-let or part with possession of
 - (i) the whole of your home, or
 - (ii) part of your home without Nottingham City Council's written consent, and
- b) you cease to occupy the property as your only or principal home.

Lodgers

You have the right to take in lodgers but you must obtain Nottingham City Council's written permission before you do this.

A lodger is someone who lives in your home but does not have exclusive right to any part of it. If you take a lodger or sublet part of the property this may affect any housing benefit you are entitled to.

Obtaining permission

If you wish to sub-let or take in a lodger, you must obtain written permission first and provide your local housing office with a photograph of the lodger(s) and sub-tenant(s) for our tenancy files for permission to be considered.

If you fail to obtain permission then you can be prosecuted.

2.5 Alterations to your home

Secure tenants have the right to carry out alterations and make improvements to their home at their own expense. You must get Nottingham City Council's written permission before any work is carried out. The Council will not refuse permission without a good reason. You will be responsible for the ongoing maintenance of any improvements you make.

If you do not obtain the Council's prior written permission then you may be recharged for the cost of the Council remedying any alterations or carrying out works to repair or rectify changes that were not authorised.

Even if permission has been granted to you, you will be expected to return the property to its original standards at the end of your tenancy. That includes, but is not limited to:

- Arranging for any kitchen fixtures and fittings to be returned to their original designs, unless the Council expressly agrees in writing that this is not necessary – the reason for this is that if you fit a non-standard kitchen, it is not always possible for the Council to obtain parts.

An alteration means any improvement in, or addition to your home and includes but is not limited to:

- a) Any addition or alteration to the property's fixtures and fittings
- b) Any addition or alteration connected to the provision of services to your home
- c) The erection of a wireless or television aerial or satellite dish
- d) The carrying out of external decorations.

You may need to seek other permissions. For example, planning permission and/or building regulation approval. You must disclose to Nottingham City Council copies of all applications and approvals for such permissions.

All work must be done to a good standard, and you must produce guarantees to Nottingham City Council, together with all certificates, for example any safety certificates. Once the work has been completed, Nottingham City Council will carry out an inspection of the property.

2.6 Right to compensation

At the end of your tenancy, you may have a right to claim compensation from Nottingham City Council for certain kinds of improvements, depending on when these were carried out, whether the relevant permissions were obtained (including those from Nottingham City Council) and what improvements were made. Applications should be made in writing to Nottingham City Council up to 14 days after the end of your tenancy.

2.7 Buying your home

You have the right to buy your home, subject to certain restrictions and qualifying time periods. Certain properties, such as Independent Living Schemes, are excluded from the right to buy.

A demoted tenant is not eligible for the right to buy scheme, and any period as a demoted tenant will not count toward the qualifying period.

Nottingham City Council may apply to a court to suspend any application you make to exercise the right to buy if you, or those for whom you are responsible under this agreement, have caused nuisance, behaved in an anti-social manner, or have used or threatened to use your home for unlawful purposes. Nor is Nottingham City Council obliged to complete the right to buy transaction where an application for a demotion order or a Ground 2 possession order is pending.

Part 3: What you must do as a tenant

3.1 Paying your rent

Each week you must pay the rent and charges due on your home. Payment of rent for the first period of this tenancy will be £ ^{Personal information goes here}. After the first 4 weeks, your rent to Nottingham City Council, in advance, on or before the Monday of each week / month, will be £ ^{Personal information goes here}.

Direct Debit is Nottingham City Council's preferred method of payment.

As a condition of this tenancy you must also pay the following sum(s):

Personal information goes here

This / these amounts are to be paid in addition to the weekly rent. If you do not pay this amount, Nottingham City Council may:

- Apply to Court and ask for possession as a result of a breach of this term of your tenancy agreement
- Seek a money judgement or
- Have an existing money judgement enforced.

We will charge you the cost of taking you to court.

If you are joint tenants, you are all responsible, individually and together, for keeping all conditions of this agreement. This includes paying your rent.

3.2 Changes to the rent

Nottingham City Council can change the rent and any of the other charges for your home but, before doing so, will give you at least four weeks' notice in writing. Normally a variation will occur at the start of each financial year (April).

3.3 Claiming housing benefit or council tax benefit

If you claim any benefits, including but not limited to housing benefits, council tax support or universal credit, you must notify Nottingham City Council's or the relevant Local Authority's benefit section (for housing benefit and council tax support) or the Department of Work and Pensions (for universal credit) immediately, if your circumstances change, as any change may affect your benefit entitlement. This includes where you gain or lose one or more household member. You must also notify Nottingham City Council of these changes.

3.4 Repairs and maintenance

You are responsible for repairs to your property except those listed in clause 4.2 of this agreement, for which Nottingham City Council is responsible.

You must report any repairs for which Nottingham City Council is responsible as soon as you notice them. This includes, but is not limited to, repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances. You should report the repairs to the Repairs Contact Centre by telephoning **0115 915 2222**.

You must report to us any damage to the property as soon as possible. You must also report any faults that could cause injury or damage to either people or property. Damage should be reported to the Repairs Contact Centre by telephoning **0115 915 2222**.

You are responsible for keeping the inside of your home in good condition. You must undertake or arrange for such repairs, including those listed below and cover any necessary costs:

- Unblock sinks and baths
- Repair door furniture such as handles, letter boxes etc
- Repair or replace toilet seats
- Ease door and window hinges
- Replace plugs and chains
- Repair any minor plaster cracks and internal decorations
- Repair electrical faults arising from the use of faulty appliances
- Repair or replace electrical plugs, fuses or light bulbs (not wall sockets).

You will be responsible for any windows that you break or damage.

Any work undertaken by you, or on your behalf, must comply with current regulations. If you arrange for work to be carried out by a tradesperson you must ensure that they are appropriately qualified and insured. You must also seek the relevant permissions for any work. For example, planning permission and/or building regulation approval. You must disclose to Nottingham City Council copies of all applications and approvals for such permissions.

All work must be done to a good standard, and you must produce guarantees to Nottingham City Council, together with all certificates, for example any safety certificates. Once work has been completed, you must allow Nottingham City Council to carry out an inspection of the property.

If Nottingham City Council discovers any unauthorised alterations, you must remove them within a reasonable time and repair any damage caused by their removal. If you have caused any damage to the property including fixtures and fittings, or by making alterations or otherwise and Nottingham City Council needs to carry out any remedial work you will be charged for the cost of the work and this charge will include reasonable administration costs and will include VAT.

At the end of the tenancy you must hand the property back to us in as good condition as it was at the start of the tenancy, allowing for general wear and tear of the property.

You must also take responsible steps to:

- Keep the property well ventilated, in particular the bathroom and kitchen. This will help to avoid moisture and mould growth building up
- Wipe down damp surfaces and clean off any mould growth with a fungicidal solution
- Not use un-vented tumble dryers
- Not block or obstruct any ventilation or extracting fittings as this can be dangerous.

Repairs if you commence the Right to Buy – During the Right to Buy process we will only carry out emergency repairs to your property. All existing repairs and improvement orders will be cancelled when your Right to Buy application is received.

3.5 Recharges

You may be recharged for the cost of items or works which are not Nottingham City Council's responsibility, including but not limited to, the following:

1. The cost of works to rectify damage to or misuse of the property – this includes internal damage or external parts of the property such as gardens and outbuildings.
2. Replacement items such as key fobs or keys.
3. Rectifying or removing any unauthorised alterations such as boundary fences, sheds and / or other works done without prior permission being obtained from Nottingham City Council.
4. The costs of clearing or repairing damage to communal areas, alleyways or any other areas.
5. Any remedial work or work required to repair or remedy alterations to a property at the end of your tenancy.
6. Any staff or other costs incurred in response to inappropriate call outs to the property, including but not limited to where out of hours staff are called without good cause or where access is not granted for a pre-arranged inspection or appointment.
7. Any costs associated with clearing or cleaning a property or storing items left at the end of a tenancy.

3.6 Access

We will require access to the property to inspect and then carry out any works to discharge our repair and improvement obligations including but not exclusively:

- the housing regulators consumer standards including the decent homes standards and requirements under the housing health safety rating system,
- the health housing section 11 of the Landlord and Tenant Act 1985,
- any improvement works to your home as part of the councils housing 30 year business plan and / or
- other repair or improvement works as required over time.

You will allow our staff, our agents or contractors, access to your home in any circumstances where there are any potential health and safety concerns. This includes where we wish to inspect the property or any installations (including but not limited to smoke alarms, sprinkler systems, gas heating servicing, electrical safety checks, carbon monoxide alarms, Legionella tests, condensation mould or other as prescribed by the landlord) and carry out any required servicing and associated works.

We will in all circumstances except in an emergency give reasonable notice of our requirement for access. Reasonable notice will be a minimum of 24 hours notice. This notice can be through a range of media via a text message, voice mail, e-mail, social media notification or a letter. If you have notified us of your preferred media we will use this. Otherwise, it will be at the landlords discretion. We will use the contact details you have provided us with as under your obligations under your tenancy agreement to keep us updated of any changes.

Failure to allow access to discharge any of our repair and improvement obligations as a landlord will mean a breach of your tenancy agreement and will put your tenancy at risk. If access for non-emergency works is not given in line with the tenancy agreement we will take court action against you.

In such emergency cases it will mean that notice will not be given and your property may be entered. Your property will be secured following entry and we will advise you of what we have done.

In cases of non-emergency you will usually be given a minimum 24 hours' notice in writing. You will allow Nottingham City Council's staff, agents or contractors, access to your home in any circumstances where there are health and safety concerns. This includes where the Council wishes to inspect the property or any installations or carry out safety checks (including but not limited to smoke alarms, sprinkler systems or carbon monoxide alarms).

Failure to allow access in such cases may mean that notice will not be given and your property may be entered. Your property will, however, be secured following entry.

3.7 Smoking in your home

“Smoking” refers to smoking tobacco or anything which contains tobacco, or smoking any other substance. For your safety, always ensure that any smoking materials are fully extinguished before leaving a room.

Smoking in communal areas, e.g. enclosed corridors, stairwells, lifts and enclosed entrance areas is illegal and, as such, is prohibited.

In order to make sure the health and safety of Nottingham City Council's staff or agents, is protected, it is your duty to make sure that your home is smoke free when our employees, or contractors attend your home by appointment.

3.8 Hoarding, decorations and cleanliness

You are responsible for keeping your home clean, in a hygienic condition, free of refuse and to a reasonable standard of decoration. If you fail to do so Nottingham City Council reserves the right to enter your home in order to carry out necessary works and then charge you the reasonable costs incurred.

You must not store, hoard or keep a large or excessive number of items that could cause a health and safety, fire or other risk, in your property. This includes in communal areas, sheds, outbuildings, alleyways or any other areas that you have access to. Should the Council have to remove items or repair any damage following your failure to comply with this clause, the Council may recharge you for the cost of this.

3.9 Gardens, hedges, fences and gates, garages and outbuildings

You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are repaired and maintained, they must be kept in a good and tidy condition and are kept free from refuse or unwanted items, including as follows:

1. Hedges should be cut and kept at a maximum height of 1.83 metres (6 feet) at the back of the property and 1.4 metres (4 feet 7 inches) at the front of the property. Where the hedge(s) form a boundary with an alleyway, a neighbour, and/or public pathway you will be responsible for keeping the hedge trimmed to allow access.
2. You must not plant any climbing plants, which may damage the fabric of the building in anyway (such as, for example, ivy) against your property or building. You must remove self-seeding climbing plants and self-set trees. We reserve the right to recharge for the cost of removal of any such vegetation and plants that we remove.
3. You must use the bin(s) provided to dispose of household, garden and recycling waste.

You must make proper arrangements for the disposal of other items including unwanted furniture, white goods, and for special medical waste (such as needles, syringes and sanitary items) and must not keep them in your garden for longer than a period of 14 days.

Items should not be stored directly adjacent to the building and should not be positioned so they block a means of access / egress to the building.

Failure to comply with this clause may, after warning, result in court action being taken against you.

3.10 Occupying your home

You must use your home only as a place to live. If you intend to be away from your home for a period of longer than 28 days you must inform Nottingham City Council in writing before you go. You must provide a forwarding address and telephone number and/or the contact details of someone the Council may contact in an emergency. This is important because, if you fail to inform the Council and your home lies empty, the Council may conclude you have stopped using it as your only or principal home and may serve a Notice to Quit.

If you intend to be away from your home on a regular basis or for a lengthy period, you must inform the Council. This includes if you are working away or residing elsewhere for periods. Should you fail to do this the Council may conclude that you have stopped residing at the property and may take steps to end your tenancy or seek orders to gain access in the event access is not given by you.

3.11 Conduct in your home

You or anyone residing or visiting your home must not:

1. Take or abstract electricity from the mains illegally. This includes using communal electricity, bypassing a meter, or using electricity from a supply that does not belong to the property.
2. Tamper with or damage gas or electricity supplies, meters, smoke detectors or any other equipment provided by Nottingham City Council, its agent or contractors.
3. Store, keep or use any dangerous, flammable or explosive liquids or items, gases, gas canisters, or other equipment that could cause a health and safety or other risk to others or their or the Council's property. This includes within the home and any communal areas. You may store one gas canister in a garden shed, or outbuilding for domestic use, as long as it does not exceed 15kg in size. You may also store gas canisters that are required for medical purposes in your home, as long as you provide the Council with evidence of your medical need and confirm to the Council in writing that you will be storing these items
4. Store motorcycles, mini-motorcycles in your home or in any communal areas.
5. Store or charge mobility scooters in any communal areas. Mobility scooters can be stored in your home as long as they do not block access / egress routes.
6. Run a business or trade from your home unless you have obtained written permission from the Council. The Council will not withhold permission unreasonably but will do so if in its opinion the business is likely to cause nuisance to other people, or damage to your home. If the Council gives permission, it can later withdraw this permission on reasonable notice. If the Council does so, it will explain its reasons in writing.
7. Use your home or neighbourhood for any activity that is unlawful.
8. Allow your home to become overcrowded by allowing others to come to live there.
9. Park in your garden, yard, on a grass verge or any other place that would cause an obstruction within the neighbourhood, any vehicle or movable object (such as, but not limited to, a caravan, campervan or tent) unless you have received written permission from Nottingham City Council beforehand. Such permission will not be unreasonably withheld.

10. Allow an accumulation of personal property in your home that may obstruct an inspection conducted by or on behalf of Nottingham City Council, cause structural damage to the property, or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items Nottingham City Council may enforce clearance by obtaining a court order.
11. Do anything which causes a health and / or safety risk to yourself or others.
12. Tamper with any equipment, or obstruct any equipment, including but not limited to sprinklers, smoke detectors, door closers, alarms or installations, either in your property or communal areas; or use any communal electricity supply.
13. Store any items in any communal area or alleyway. If you fail to remove any items and we have to remove them, then where appropriate, you will be recharged for the cost of removal or rectifying any damage.
14. Remove any boundary fencing or interfere with access ways or alleyways. Any such activity will lead to enforcement or court action being taken against you.

Mobility Scooters:

Permission must be obtained for a mobility scooter that is any larger than a class 2 mobility scooter to be stored inside your property. Permission will not be granted for larger mobility scooters unless there is a proven medical need, evidenced by a Nottingham City Council occupational therapist or the Nottingham City Council HomeLink support team.

All mobility scooters must be stored appropriately, in external stores where available and in a safe and non-obstructive manner. If there are no external stores, in the case of mobility scooters that are class 2 or smaller, these may be stored in the property if stored appropriately and in a safe and non-obstructive manner.

3.12 Changes to your tenancy

In certain circumstances, you may be granted permission to make changes to your tenancy.

You must get Nottingham City Council's written permission before making any changes to your tenancy, including but not limited to:

1. Exchanging your home with another person – you should refer to the Council's Mutual Exchange Policy for full details of the Policy on this.
2. Signing over your tenancy to someone else (assignment) or making any other changes to your tenancy – you should refer to the Council's Changes to Tenancy Policy for full details of the Policy on this.
3. Sub-letting any part of your home.
4. Taking in a lodger.

Permission will be granted only in line with the Council's policies.

3.13 Anti-social behaviour, nuisance, harassment, racial harassment and domestic violence

You must act reasonably and have consideration for your neighbours. We will not tolerate anti-social behaviour, harassment, domestic violence or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.

1. As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family and any other people living at your home, and friends or visitors to your home. You will also be held responsible if you incite, instruct, allow or encourage anyone to act for you.
2. You must make sure that you, your family, any other people living at your home friends or visitors to your home do not:
 - a. Cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone in Nottingham, including people in the locality of your property and other tenants or residents, either directly or indirectly. This includes but is not limited to any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).
 - b. Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone in Nottingham, including people in the locality of your property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.
 - c. Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.
 - d. Be violent or abusive either physically or emotionally towards anyone else in Nottingham.
 - e. Make threats, harass, be violent or abusive towards any Nottingham City Council employee, any contractor or anyone working on Nottingham City Council's behalf, any consultant or City Councillor either directly or indirectly, by letter, telephone, text message, e-mail or social media (such as Facebook or Twitter). This includes when you telephone or visit any Council office, if you are visited at your home, or in any other situation.
 - f. Use your home or neighbourhood for any activity which is unlawful including, but not limited to drug dealing, drug production, consuming illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and / or conviction of a criminal offence.
 - g. Cause any damage to items such as fixtures and fittings belonging to Nottingham City Council. You will be charged the cost of replacement. This includes writing graffiti on the Council's property or items.

- h.** Engage in any form of domestic abuse, including but not limited to coercive or controlling behaviour, physical, sexual, financial or emotional abuse. Such behaviour is unacceptable and will not be tolerated regardless of gender or sexuality.

Should there be any breach of this term of your tenancy agreement, the Council will consider taking legal action against you which could include action to apply for an injunction and / or possession of your home.

3.14 Drugs, knives and other serious incidents

Neither you nor anyone residing in or visiting your home may do any of the following when in your home or in the neighbourhood:

- 1.** possess, use, store, keep, or produce drugs
- 2.** supply or offer to supply drugs to another person
- 3.** possess drugs with the intention of supplying them to another person
- 4.** possess, use, store, or keep knives or other weapons, other than for domestic use
- 5.** possess knives, implements or other weapons with the intention of supplying them to another person, other than for domestic use.

The Council will always consider applying for possession of your home (which would end your tenancy) if there is a breach of any part of this condition, and / or if you or a person residing in or visiting your home:

- is convicted of an offence of carrying an article with a blade or a point or an offensive weapon in a public place without lawful authority or reasonable excuse in the locality of your home.
- is convicted of an offence of unlawfully and intentionally threatening another person with an offensive weapon or bladed article in a public place in the locality of your home.
- is convicted of any firearms offence or imitation firearms offence.
- is convicted of an offence of perverting the course of justice.
- do not co-operate with the police without good cause, if you have evidence of drug, gun or knife crime.
- commit any offence relating to the Modern Slavery Act 2015.
- do not engage in any tenancy related support or referrals for support following any breaches of your tenancy agreement or attend any tenancy related support programmes following any breaches of your tenancy agreement.
- is responsible for triggering any of the conditions as set out in Section 84A Housing Act 1985, enabling possession to be sought (Absolute Ground for possession).

Possession proceedings will be issued using an appropriate legal route and in all cases, you should seek independent legal advice.

3.15 Pets / dangerous dogs

These conditions apply to tenants living in houses, flats or maisonettes:

1. You must not keep a dog or dogs if you live in a flat or maisonette without first obtaining the Council's written consent. This will not be unreasonably withheld but you will be asked to remove any dogs should they cause a nuisance or annoyance or should you fail to maintain and care for them adequately. For full details of the Council's policy on pets, you should refer to the Pets Policy available on the Council's website.
2. You must get the Council's written permission if you want to keep pet(s). You need to inform the Council with the details of the pet(s) (and working dogs i.e. guide or hearing or other assistance dogs) before they are brought into the home.
3. The pets which the Council considers to be both suitable and unsuitable are listed in Nottingham City Council's Pets Policy.
4. Pets must be kept in appropriate enclosures which are adequate for their needs.
5. You must make proper arrangements to dispose of animal waste and not allow it to build up at your home or in your garden.
6. You must not allow any animal in your care to harm or attack anyone living in or visiting your home or neighbourhood.
7. You must not breed any birds, dogs or any other animal at your property.
8. You must not mistreat your pets.
9. If you fail to adhere to the terms of these clauses and/or your pets cause a nuisance, you will be asked to remove them and court action may be taken against you.

Dogs

The following should be noted:

1. You must not keep a dog or dogs if you live in a flat, maisonette or house without direct access to a private garden.
2. All dog owners have a legal responsibility under the Dangerous Dogs Act 1991 for the behaviour of their dog(s) and must ensure they are not a danger to people.
3. You must not allow your dog to cause nuisance by barking and / or by any other means, thereby affecting the quiet enjoyment of your neighbours or neighbourhood.
4. Dog faeces on grassed areas or other land owned by Nottingham City Council must be disposed of using the dog bins or by some other hygienic method.
5. Pet dogs must not roam the neighbourhood.
6. You must always keep your dog on a lead in communal areas and on land owned by Nottingham City Council.
7. The Control of Dogs Order 1992 states that any dog in a public place must wear a collar with the name and address (including the post code) of the owner. We recommend that your dog is microchipped in line with the Microchipping of Dogs (England) Regulations 2015.

If you do not adhere to these terms, then the council will request that your dog be removed immediately from your property. The council may also take court action if necessary.

Dangerous dogs

In accordance with the Dangerous Dogs Act 1991, it is illegal to sell, breed, give away or exchange dogs of the following type:

- A Pitbull terrier
- A Japanese tosa
- Any other type of dog that appears to have been bred for fighting, or has the characteristics of a type bred for fighting.

Any of the dogs referred to above are prohibited at your home. Nottingham City Council's Pets Policy contains further information on pets and your responsibilities.

3.16 Extra conditions if you live in a flat or maisonette

As the tenant of a flat or maisonette:

- a. You must use the rubbish chute, or refuse bins provided for normal household refuse only. Do not try to force large items down the rubbish chutes or leave them in the communal areas or outside the block.
- b. You must make proper arrangements to dispose of special medical waste such as needles, syringes or sanitary items. Do not throw any dangerous items down a rubbish chute or into refuse bins.
- c. You must not keep a dog or dogs if you live in a flat or maisonette without first obtaining the Council's written consent. This will not be unreasonably withheld but you will be asked to remove any dogs should they cause a nuisance or annoyance or should you fail to maintain and care for them adequately. For full details of the Council's policy on pets, you should refer to the Pets Policy, available on the Council's website.
- d. You must keep balconies and any other communal areas or alleyways free from items and clutter. Such items include but are not limited to animal faeces, debris, mobility scooters, bikes, plants and other items as referred to in the Council's Clear Communal Area Policy. Items found in communal areas will be removed after warning and you may be recharged for any costs associated with this.
- e. You must take all reasonable steps to ensure that you, your visitors and those residing with you do not cause any health and safety hazard and adhere to all health and safety legislation and regulations. This includes but is not limited to ensuring that fire doors are used appropriately.
- f. You must not leave items in communal areas to your block, or place items on your balcony if you have one (where they might cause danger or nuisance to others).
- g. You must not park vehicles where they will prevent access for emergency services vehicles or obstruct hatched areas marked 'keep clear' communal areas or access to driveways.

- h.** You must not allow your pet to deposit faeces on your balcony or communal areas.
- i.** You must not chain or tether your dog on balconies or communal areas.
- j.** You must not throw anything out of the windows or from balconies of either your property or communal area.
- k.** You must not smoke in enclosed communal areas e.g. enclosed corridors, stairwells, lifts and enclosed entrance areas. You must not maliciously set off or interfere with anything provided for your or any person's health or safety, including but not limited to: smoke detectors, fire alarm systems, fire extinguishers, dry or wet risers, fire doors or door closers, emergency lighting, CCTV, door entry or sprinkler systems.

3.17 Support, care and additional services

If you have agreed to have support services, these will be provided as an additional service.

You must comply with the agreement you have signed and pay any additional charges for these services for as long as the services are provided to you. If any additional services such as heating are provided to your home you must pay for these services.

3.18 Furniture

The Council may provide you with items of furniture in your home. This is known as a "furnished tenancy". The furniture supplied is set out in the attached inventory.

If you have a furnished tenancy:

- 1.1** You must not remove any furniture the Council has provided without the Council's consent.
- 1.2** If any furniture is damaged during your tenancy, you must inform the Council immediately. You will be charged for any damage that has not been caused through fair wear and tear.
- 1.3** If the property is subject to a burglary and any items are stolen which were provided by the Council you must report the incident to the police. Failure to do so may result in your being charged for the missing furniture.
- 1.4** You must allow the Council's employees or anyone working on the Council's behalf to enter the property from time to time to inspect the furniture.
- 1.5** At the end of your furnished tenancy, you will be visited by an employee of the Council who will check the condition of the furniture. If any items are missing (i.e. removed without the Council's consent) or damaged you will be charged for the cost to replace them. If items are damaged through fair wear and tear you will not be charged.

3.19 What the council can do if you break clauses 3.6, 3.7, 3.8, 3.9, 3.10, 3.12, 3.15 and 3.16

If you break these clauses the Council may take the following action:

- 1.** Write to you to ask you comply with the clause or to put things right, and / or
- 2.** Give written notice that the Council intends to enter your home in order to carry out the necessary work, and / or
- 3.** Take legal proceedings to get possession of your home, or obtain a demotion order (if appropriate), and/or action to force you to carry out the tenancy clause and to put things right, and / or
- 4.** Charge you for the reasonable costs for any work the Council has to carry out and the legal costs arising out of any action.

What the council can do if you breach clauses 3.11, 3.13 or 3.14

The Council will always consider taking injunction proceedings and / or proceedings to evict you and / or demotion proceedings if you breach clauses 3.11, 3.13 or 3.14. The Council will also charge you for the reasonable costs associated with action the Council has taken, including where it is necessary to carry out repairs or redecorating.

Part 4: What we must do

4.1 Your right to live in your home

The Council will not interfere with your right to occupy your home unless you breach any of the obligations within this agreement.

The Council cannot usually bring your tenancy to an end without first serving a notice and telling you why it is taking this action. A notice may be served in a number of circumstances, such as where you have breached your tenancy terms, or you have ceased to occupy your property as your only or principal home.

The tenancy can only be ended:

If you are an introductory or demoted tenant, when:

- The Council has given you an opportunity to request a review of the decision
- your reasons for asking for a review of the decision to seek possession have been considered by Nottingham City Council, and you have been informed of the outcome of the review
- the correct procedure has been properly followed
- the court makes a possession order.

If you are a secure tenant, when:

- the Council proves one of the grounds of possession set out in the Housing Act 1985 or the Housing Act 1996 and where applicable, the court considers it reasonable and gives a possession order
- on any other basis as set out in the relevant rules or legislation.

If you cease to occupy your property as your only or principal home:

- a notice to quit may be served to end your tenancy.

You should note that the above list is not exhaustive.

4.2 Repairs and maintenance to your home

The Council is responsible for the following:

- Keeping the structure of the property in repair
- Keeping in proper working order all of the Council's installations for the supply of water, gas, electricity, sanitation and waste pipes
- Keeping in proper working order the Council's installations for room heating and hot water
- Keeping in proper working order all the Council's fixtures and fittings
- Keeping the shared areas of your neighbourhood, including play areas, clean and well maintained.

4.3 Gas servicing and Health and Safety

The Council has a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) every 12 months. In accordance with clause 3.6 (Access), the Council will generally give you written notice when access to your home is needed for these purposes.

In cases where the Council is unable to get access despite written requests, or in cases where there are health and safety concerns, the Council reserves the right to force access to your home, solely to enable the Council to perform its legal obligation or inspect the property relating to any health and safety concerns. In such cases, the Council will re-secure your home and rectify any damage caused. The Council will always consider re-charging you for the additional costs incurred.

4.4 Reimbursements

The Council will not provide any compensation or carry out work to reinstate your decorations if they are affected by our maintenance or improvement work. In some cases the Council may agree to give you help towards the cost of re-decorating where it carries out major improvements or alterations at your home. You will be notified in advance if this is the case.

4.5 Consultation

The Council will consult you on important matters to do with managing and maintaining your property before changing:

1. Any part of this tenancy agreement (other than for rent). The Council will ask for your opinions and take them into account before deciding to make any changes. If the Council decides to go ahead with changes to your tenancy agreement, you will be given four weeks' notice in writing.
2. Any substantial changes to housing management services that may affect you.
3. The Council will use whatever forms of consultation it considers appropriate including newsletters.

4.6 Serving notices

Any notice or notification which we are required to serve or can serve under this tenancy agreement will be good and properly served if the Council has:

- Posted or hand-delivered it to your home or
- Posted or hand-delivered it to your last known address or
- Handed it to you in person or
- Fixed it to the home.

Such notices will include notices of intention to seek possession, notices of proceedings for possession of an introductory tenancy or demoted tenancy, notices of extension to introductory tenancy, notices of intention to apply for a demotion order, notices to quit and notices to vary the terms of tenancy (including variations of rent and other charges).

4.7 Termination

If you breach any of the obligations set out in this tenancy agreement, the action the Council may take includes, but is not limited to, sending you a warning letter and / or court action against you. If the Council issues court proceedings it will also seek an order for you to pay the cost of the proceedings.

4.8 Ending your tenancy

If you want to end your tenancy you must give Nottingham City Council at least four weeks' written Notice to Quit. Please note if you change your mind the Council does not have to agree to your withdrawing the Notice.

In certain circumstances, the Council may agree to end the tenancy earlier than four weeks. For example, you may surrender your tenancy if you have been served with a notice or Nottingham City Council has obtained a court order for possession or in some cases if you are moving by way of mutual exchange.

The Council will remove and store any items left in the property (but not rubbish or damaged goods), after the termination date. The Council will store items for a maximum of six months, unless a section 41 Notice in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act has been served. In that case the items will be stored for a minimum of five weeks.

At the end of your tenancy, you must do the following, otherwise the Council may recharge you for any associated costs:

1. All keys or fobs to the property must be handed in to the area housing office by 12.00 noon on the day the tenancy ends. If you do not do this the Council will charge you a further week's rent and any other reasonable costs. No keys must be left with neighbours, friends or relatives.
2. You must pay any rent and other charges for all the periods you are the tenant(s), including your final week's rent. Rent or any other charges outstanding at the end of the tenancy must be paid. The Council may refer your account to a debt collection agency for collection.
3. The property must be left in a clean condition and free from your furniture, goods and belongings. You must leave the garden, yards or communal areas associated with your home clean, tidy and free from unwanted items of furniture or other belongings. You must make good any damage or wilful neglect which has occurred to your home during your tenancy and for which you will be responsible, except for fair wear and tear.

You must also re-instate the property back to its original specification and any alterations or additions to your property that you have installed during your tenancy must be removed and any damage resulting, repaired. This includes but is not limited to, non-standard kitchen and bathroom installations, floor coverings and fireplaces or any other internal and external works. If you have failed to retain the standard council items you must make arrangements with the Council to pay any associated charges incurred by it. Failure to do this may result in legal action to recover these costs from you.

4. You must provide the Council with a forwarding address in case it needs to contact you later.

5. You must allow the Council to complete an inspection of your home before you leave and, by appointment, permit the Council to show prospective tenants around your home.
6. You must make sure your home, garage(s), or shed(s) and any other areas are locked and secure before you leave.
7. You must pay reasonable costs for any repairs the Council has to make because your home has been damaged or because of wilful neglect during your tenancy or because of unauthorised alterations. You must also pay the reasonable costs of removal and storage charges when items are left in the property after the termination date.
8. The property must be left in a clean condition and free from your furniture, goods and belongings. This includes any cellars, lofts and any outbuildings. You must leave the garden, yards or communal areas associated with your home clean, tidy and free from unwanted items of furniture or other belongings. The condition of garden and hedges should be to the standard specified in section 3.9 of the tenancy agreement. You must make good any damage or wilful neglect which has occurred to your home during your tenancy and for which you will be responsible, except for fair wear and tear.

In the event of the death of the sole tenant, the Council will normally serve Notice to Quit on the property and on the Public Trustee. You should refer to the Council's Succession Policy for details of the Policy following the death of a tenant.

4.9 Personal information and photographs

Fair processing notice

Nottingham City Council collect holds and processes a considerable amount of information, including personal information about the tenants and residents it serves, to allow it to provide services effectively. Nottingham City Council recognises that this information is important to tenants and residents and that it is responsible to tenants and residents for the information it holds about them. As such, it takes seriously its responsibilities under the General Data Protection Regulation and the Data Protection Act 2018.

Nottingham City Council is the processor for the information which it collects holds and processes. This means that the Council must look after all the personal information which it collects and uses and make sure that this is done so proportionately correctly and safely.

Nottingham City Council collects and processes personal information to allow it to allocate homes and to manage and improve its services. This may involve sharing your personal data with other organisations that are contracted to carry out services on its behalf. This includes services to you such as repairs but also services to the Council such as fraud detection provided by credit reference agencies and the police. It also includes other services provided by organisations such as the police and the fire service, and rental exchange. These organisations are obliged to keep your personal information safe and secure.

The Council may pass on certain personal information to other organisations (such as local authorities, the courts, or the police) where this is requested or the Council has a legal requirement to do so such as during a criminal investigation, a court case or to report on benefit fraud.

By signing the tenancy agreement you agree to the Council taking a photograph of you at the beginning of your tenancy and in the future whether at your property or at the Council's offices. This is for the purpose of preventing fraud. The Council will keep a copy of your photograph with its records.

By signing this agreement you agree that the Council can use the personal information you give to it in accordance with the Data Protection Act 2018 and the General Data Protection Regulation for the purposes stated within Nottingham City Council's Privacy Notice. The Council's Privacy Notice is located on the Council's publicly accessible website, and a copy will be provided upon request.

Tenancy Audits

Condition 1: by signing this agreement, you agree to provide Nottingham City Council with up to date details of you and your households when requested, such as during a tenancy audit interview at your home.

GDPR

Copies of Nottingham City Council's Data Protection Policy and Privacy Notices have been provided at the point of signing this agreement. Copies of these are available on the Council's website at: www.nottinghamcity.gov.uk/privacy-statement.

Addresses for you to serve notice on Nottingham City Council

Under section 48 of the Landlord and Tenant Act 1987, if you need to serve a notice or important legal document on the Council, this should be sent to the Solicitor of the Council, Resources, Nottingham City Council, Loxley House, Station Street, Nottingham NG2 3NG.

You may contact your local housing office in person, by telephone, by e-mail or by writing, on issues to do with your tenancy agreement or your home.

Making a complaint

Nottingham City Council is committed to providing excellent customer service. Comments, compliments and complaints enable you to feed your thoughts and ideas for improvement and changes to make the organisation work better for you.

Full details of the Council's comments, compliments and complaints procedure can be obtained by contacting the Council directly on **0115 915 7333** or at www.nottinghamcity.gov.uk/hys.

