



Introductory/Secure Tenancy Agreement - DRAFT

DRAFT

This document is a tenancy agreement between:

Names of Tenant(s):

Address:

Number of Bedrooms:

Permitted number of occupants:

Beginning of tenancy - Day:

Date:

(This is the date your Tenancy starts no matter what date you sign for it.)

This Tenancy Agreement is an Introductory Tenancy* followed by a Secure Tenancy Agreement

Or

A Secure Tenancy Agreement

(* Delete as appropriate)

****Introductory Tenancy Agreements only***

If you do not keep to the terms and conditions of this Tenancy Agreement, we can end the Tenancy, and you may be evicted from your home (forced to leave).

*Your Tenancy will automatically become a Secure Lifetime Tenancy on the 12-month anniversary of the start date (this is called the 'Conversion Date') **unless**:*

- *we have served you with a notice of extension at least eight weeks before the conversion date; or*
- *Court proceedings for possession have been commenced at any time before the conversion date.*

If these events have occurred, the trial period will continue, and your Tenancy will continue to be an Introductory Tenancy until either the extended period has expired and no proceedings to end the Tenancy have been commenced or the Court has dealt with the application for possession.

If we have served you with a notice of extension or notice of proceedings for possession, you have the right to ask us to review our decision within 14 days.

Weekly rent £

Weekly service charge £

We may change the amount of your rent and service charge from time to time, see Part A 2.3 below

This Agreement describes your rights and responsibilities as a Tenant and our rights and responsibilities as your landlord.

I confirm I have received a copy of the tenancy agreement.

Signed:

Signed:

Date:

In the case of joint tenants both must sign. Each joint tenant will be both individually and jointly responsible for all aspects of this agreement

Signed: _____ Print Name: _____ On behalf
of NYC housing XXXX

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DEFINITIONS

You/the tenant

The word “you” or “the tenant” relates to the person(s) named on the tenancy agreement.

“We”, “us”, “our”, “the Council”

The Council, Councillors, Officers of the Council or any Contractor or Agent we may appoint to act on our behalf.

General Needs Housing

General Needs Housing is for people of all ages as opposed to housing specifically for the older person or people with disabilities etc.

Gross Charge

The Gross Charge is the total amount of rent and service charges relating to the property that you are liable to pay. This does not take into account any Housing Benefit, Universal Credit or other benefits you may be getting.

Locality

“Locality” is the estate, village or areas surrounding where your property is situated. It refers to all streets and properties in the area.

Lodger

A “lodger” is a person who pays you money to let them live with you in your house.

Neighbours

Your “neighbours” include any person living in the locality that could be affected by your activities, no matter who their landlord is.

Notify/Notified

To be informed/told of something in an official manner.

Property, premises and home

The words “property”, “premises” and “home” all refer to the house, flat, or bungalow you live in, including any garden and outbuildings but not including any shared areas.

Rent Arrears

If a tenant is in rent arrears, their rent has not been paid on time and the tenant is behind with their rent payments.

Shared areas

A “shared” or “communal” area is a part of a building or estate which all tenants can use, for example halls, stairways, entrances, landings, shared gardens, lawns and landscaped gardens.

Sub-let

To sub-let is giving another person the exclusive right to live in part or all of your property.

Written permission

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

Under-occupation

When the property is larger in size and number of bedrooms than is required by the person/s living at the property.

Family Member

As defined by Section 113 of the Housing Act 1985.

Authorised Officer

A Council employee or representative who has been formally designated by the Council to carry out specific duties under this tenancy agreement.

PART A - YOUR TENANCY AGREEMENT

1.0 FALSE INFORMATION

- 1.1 This means providing false information or engaging in tenancy fraud, including subletting or misrepresentation of occupancy, which is a breach of this agreement and may result in legal action.
- 1.2 It is a term of this Tenancy Agreement that you (or anyone acting for you) must not have knowingly made a false statement or deliberately withheld relevant information from us in order to obtain this tenancy. If it is later found that you have done this, action may be taken against you which may result in you losing your home.
- 1.3 The information contained on your housing application form and on this Tenancy Agreement may be released to bodies responsible for auditing the Council's use of public funds, in respect of the National Fraud Initiative, to detect fraud against the public purse and the Council. This information may be shared for the same purposes with other organisations who handle public funds.

2.0 TENANCY INFORMATION

2.1 Introductory Tenancy

- 2.1.1 If you are a new social housing tenant your status is that of an introductory tenant. If the Council does not take action to repossess your home during your trial period, you will automatically become a secure tenant at the end of the 12 months period from the date of the start of your introductory tenancy. This introductory tenancy may only be ended on the order of the County Court following the procedures set out in Part V Chapter 1 of the Housing Act 1996.
- 2.1.2 In this tenancy agreement we set out the tenancy conditions that, if broken, could form the basis on which the Council will apply for a court order to evict you. Your tenancy will be reviewed at least three months before the end of the introductory period. The Council will assess your conduct and may extend the introductory period of this tenancy by one further period of 6 months, meaning your introductory tenancy will last for 18 months, or take enforcement action if necessary. In such instances you have the right to request a review of any decision.

2.2 Secure Tenancy

2.2.1 If you are an existing social housing tenant or have successfully completed your trial period as an introductory tenant, you are a secure tenant. This means that the Council cannot make you leave your property unless they have a court order, after giving you notice that we are going to do this.

2.3 Varying the Terms of the Tenancy

2.3.1 The rent and any payment for services may be changed by the Council giving you 4 weeks' notice. Any other part of your tenancy may be changed by agreement or by the Council serving Notice in accordance with Sections 102 and 103 of the Housing Act 1985.

2.3.2 The Council has the right to charge you for any new service provided for your home. The cost may be charged as part of your rent. The Council will tell you, in writing, at least four weeks before any new service is introduced.

3.0 NOTICES

3.1 If the Council decides to take action to end your tenancy the Council will inform you by delivering the legally required notice to the address on the Tenancy Agreement. The notice will be left at the property, given to you in person, given to another person at the property, or sent to you by registered post and in this form the notice will be treated as being legally served upon you as the tenant, in line with section 196 Law of Property Act 1925. If we need to serve any notice on Joint Tenants, we will consider the notice to be properly served on all joint tenants once we have served it on one or any of them separately. This reflects how the law applies to joint tenancies. If we need to send you any other legally required notice we will use the same procedure.

3.2 If you wish to serve a notice upon the Council you should use your local Council office.

3.3 A tenant cannot retract a Notice to Quit (Termination Notice) once served.

PART B - OUR RESPONSIBILITIES TO YOU

1.0 POSSESSION

- 1.1 We will give you the keys and possession of the property at the start of your tenancy.
- 1.2 We will not interfere with your rights to live in the property unless you fail to carry out any of your obligations set out in this agreement.

2.0 YOUR RIGHT TO OCCUPY

- 2.1 We will not interrupt or interfere with your right to live in your home whilst your tenancy continues, unless:
 - a) We, our agents or contractors need to come into your home, subject to reasonable notice, to inspect the state of repair, audit works, carry out necessary repairs, improvement work or to service appliances.
 - b) There is an emergency, for example but not limited to a fire or flood.
 - c) The tenancy has ended, and we are entitled to possession.
 - d) We believe that you have abandoned the property with no intention of returning.
 - e) A court order, for example a warrant or an injunction, has been granted allowing us to access your home or allowing us to deny you access to your home.

3.0 SETTING RENTS AND CHARGES

- 3.1 The rent may be altered by the Council after the tenant is given 4 weeks written notice, usually once a year. The notice will say what change we are going to make and the date on which the change will happen.
- 3.2 The Council may alter other charges (e.g. service charges) without prior notice.
- 3.3 We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you, in writing, at least 4 weeks before we do this.

4.0 REPAIRS

4.1 The Council shall keep in repair the structure and exterior of the premises including the following:

- a) Drains (unless they fall within the responsibility of the relevant water company), gutters, fascias, soffits and external pipes.
- b) The roof.
- c) Outside walls, rendering to property, doors (including maintaining the security) and window frames.
- d) Concrete canopies over doors and windows.
- e) Internal walls, skirting boards, staircases, door frames, floors and ceilings but not floor coverings or ceiling coverings, and not including internal painting or decoration.
- f) Chimneys and chimney stacks, including annual sweeping and provision of a fire grate where solid fuel heating is used.
- g) Fences, gates, sheds and garages erected by the Council.
- h) Paths, steps and other means of access to the premises.
- i) Glass to windows and doors (unless damaged by the tenant).
- j) Loft insulation.

4.2 The Council shall also keep in repair and working order existing installations for the supply of water, gas and electricity, for sanitation and for space and water heating, including:

- a) Water and gas pipes and electric wiring.
- b) Electric sockets, light fittings and other fixed electrical fittings including smoke alarms, carbon monoxide detectors and environmental sensors where present.
- c) Basins, sinks, baths, toilets, flushing systems, stop taps and waste pipes.

d) Fixed heating and ventilation systems, including water heaters, heat pumps, boilers, fireplaces, fitted fires, radiators, extractor fans and heaters installed by the Council.

4.3 The Council will comply with all statutory duties of a landlord, which includes health and safety legislation and ensuring your home complies with the Government's Decent Homes standard, in that (as far as reasonably practicable) your home is safe, free from serious hazards, is kept in good repair and is fit for human habitation.

4.4 The Council will not be responsible for any damage to your home, including decoration and loss from the property, unless it can be shown that the damage has been caused by the Council's negligence, a breach of this agreement by the Council, or a failure by the Council to meet its repairing obligations as a landlord.

4.5 The Council will make good decorations following repairs or improvements carried out to the premises. This does not apply to improvements made by the tenant. The Council will decide upon the extent of any decorations to be made good following repairs or improvement to the premises.

4.6 The Council will advise you in advance should you be required to vacate the premises to allow the Council to undertake repairs to the premises; in such circumstances you should vacate the premises as requested by the Council. In these circumstances the Council will provide temporary accommodation for you and the other members of your household who reside permanently with you at the premises, until such time as the repairs to the premises have been completed.

4.7 Access for Repairs

4.7.1 The Council will at times have to access your home for the purposes of inspections, undertaking repairs and maintenance of the premises and for the carrying out of our legal obligations, such as, but not limited to, gas safety and electrical installation checks at the premises. You must allow the Council, its contractors or agents to access the premises as for this purpose (see Part C paragraphs 3.7.1 to 3.7.7 below).

4.8 Exclusions

4.8.1 These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property of communal parts.

4.8.2 The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. When you report the repair, you will be told when we hope to carry out the repair.

4.8.3 When the Council receives notice from a tenant claiming the Right to Buy, it will only carry out repairs for which it has a statutory duty under Section 11 of the Landlord and Tenant Act 1985.

4.9 Repairing shared areas

4.9.1 The Council will take reasonable care to maintain shared entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting, communal TV aerial systems, laundries and other shared areas.

4.9.2 The Council will make reasonable arrangements to keep all outside shared spaces and hedges on housing estates and developments reasonably tidy.

4.10 Reasonable Adjustments for Tenants with Disabilities

4.10.1 Should you have a disability within the meaning of the Equality Act 2010, you are entitled to ask the Council in writing to make reasonable adjustments to your home, which the Council will consider. Should the Council refuse consent to your request a statement of written reasons will be provided explaining why. Consent to adjustments will not be unreasonably withheld.

5.0 ANTI-SOCIAL BEHAVIOUR

5.1 The Council will give you, and anyone living with you, help and advice if you report or feel you are being a victim of anti-social behaviour. We will investigate your complaint; keep you informed and take action that the Council considers appropriate to tackle the problem, in line with the Council's current Anti-Social Behaviour and Neighbourhood Management Policies.

6.0 CONSULTATION

6.1 The Council will consult tenants who are likely to be substantially affected by a change in the Council's housing policy or practice. This includes any new programmes of maintenance and improvement to your home.

7.0 INSURANCE

- 7.1 We will insure your home (the building) and any Fixtures and Fittings in it, which belong to us.
- 7.2 We do not insure for lost keys to your property; it is your responsibility to replace the keys/call a locksmith.
- 7.3 We strongly advise you to insure the contents of your home for accidental damage. If you accidentally damage fixtures and fittings in your home such as a wash hand basin or glass in windows, we will not cover the cost of this repair. If we repair it, we will recharge the cost to you.
- 7.4 The Council will not accept losses due to theft.

8.0 DATA PROTECTION AND ACCESS TO PERSONAL INFORMATION

- 8.1 The Council will comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (including any amendments made to it) and our own policies on confidentiality apply to this Tenancy Agreement and your rights to access your personal information.
- 8.2 We will allow you to inspect information we hold about you and we will allow reasonable access to other personal information we hold about you (as long as this information has not been given to us confidentially by other organisations).

9.0 DISCRIMINATION

- 9.1 The Council will not discriminate against you or members of your household on the basis of age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation or any other reason, in line with the Equalities legislation.

PART C - YOUR RESPONSIBILITIES TO US

1.0 This section explains what your responsibilities as a tenant are, please read this section carefully, as it applies to you, members of your household and people visiting your property. The following areas are covered:

- a) Rent
- b) Repairs
- c) Your Home
- d) Nuisance and Anti-Social Behaviour

1.1 If you would like further information, please contact your Housing Officer.

2.0 RENT AND OTHER CHARGES

2.1 Payable Rent

2.1.1 Rent, including any service charges is due on Mondays and is payable in advance. Your tenancy is a weekly agreement which runs from Monday to Sunday.

2.1.2 Your tenancy starts on the date indicated at the start of this document in the Beginning of tenancy (Day / Date) section and rent will be due from this date. This may be part of a full week, and this means that if you started your tenancy on any day other than a Monday your first rent payment will be worked out in proportion to the number of days that week that you held your tenancy. In this case the first full week's rent will be due from the following Monday.

2.1.3 If you are in receipt of housing benefit or any welfare benefit awarded to help you make rent payments, it is still your responsibility to ensure that your rent is paid.

2.1.4 You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former North Yorkshire Council tenancy.

2.1.5 If your tenancy with the Council ends and you still owe money, we have the right to continue to pursue any debt as a former tenant's arrears. This

may include use of third-party collection agencies and legal action. Any debt remaining could also have an impact on future housing applications.

2.1.6 Your weekly rent is made up of one or more amounts:

- a) Basic rent
- b) Service charges
- c) Other charges

2.2 Non-Payment of Rent

2.2.1 If you do not pay your rent including service charges or other charges due and any previous debts when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. If we have to do this, you will have to pay legal costs as well as the rent that you owe

2.3 Previous Tenancies

2.3.1 If you owe money from a previous tenancy with North Yorkshire Council you must complete a Former Tenancy Arrears form and by signing this agreement you are agreeing to repay this debt. If you do not repay the debt, we have the right to ask the court to make an order against your possession of your home and take other enforcement action to recover this debt.

2.4 If you have difficulty paying your Rent, you should contact us immediately.

3.0 REPAIRS

3.1 Reporting Repairs

3.1.1 You must report any disrepair, defects or faults to your property immediately, this includes issues related to damp, mould or condensation.

3.1.2 This also includes disrepair or faults to the structure or outside of the property (or if you live in a flat, the building of which the building forms part of). This includes drains, leaking pipes and other defects in fittings, and faults or disrepair in shared areas.

3.2 Your Responsibilities

3.2.1 You are responsible for all matters which are not the responsibility of the Council (not referred to in Part B above), which includes but is not limited to the items listed below. For full details, please refer to the Repairs Standard the Council website.

- a) Internal re-decoration.
- b) Repairing damage caused by a member of the household or visitors.
- c) Replacing lost keys.
- d) Fitting curtain track battens.
- e) Renewing plugs and chains to sinks, baths and basins.
- f) Renewing electric light bulbs, tubes and starters for fluorescent light fittings, plugs and fuses.
- g) Making good minor cracks and small holes in plaster.
- h) Your own TV or radio aerials and satellite dishes; (note that permission is required from the Council before these items are installed).
- i) Doorbells (unless they are part of the electrical installation).
- j) Wooden sheds.
- k) Replacement of broken glass.
- l) Clearance of blocked waste pipes.
- m) Repair or replacement of washing lines (except in communal areas where one is provided).
- n) Repairing and maintaining your own domestic equipment and appliances.
- o) Vinyl, carpets and other floor coverings, curtains and blinds.
- p) Toilet seats, sink and bath plugs and chains (the Council will only provide one at the start of a tenancy).

q) Letter box repair or replacement.

3.3 Care of the Property

- 3.3.1 You must take care of the property and keep it clean and well decorated.
- 3.3.2 You may also have to pay for the cost of any repair if it results from damage or neglect from yourself, a member of the household, or visitors to your property.
- 3.3.3 You must take reasonable precautions to prevent frost damage occurring to any pipes or other installations to the premises, provided the pipes or other installations are adequately insulated by the Council. You should not do anything that may cause blockages to sinks, toilets, drains and sewers or cause fire damage to the property.
- 3.3.4 You should make sure your home is heated and ventilated, and you should follow any advice given by the Council on how to reduce condensation within your home.
- 3.3.5 You should ensure that all trickle vents in windows are kept open to help prevent condensation and mould growth.
- 3.3.6 You should ensure that extractor fans in the kitchen and bathroom are used whilst these rooms are in use.
- 3.3.7 You must take reasonable steps to avoid doing anything which encourages insects, pests or vermin (such as ants, cockroaches, mice, rats or pigeons) to infest either your home or the communal areas. You must not throw scraps of food out of the window or on the balcony.
- 3.3.8 You must let us know as soon as you become aware of any infestation in your home or a communal area by telephoning the Council and reporting this to the pest control service.
- 3.3.9 If your home or a communal area becomes infested as a direct result of you failing to take reasonable steps, we may charge you the reasonable costs for special cleaning and any other professional treatment that might be needed.
- 3.3.10 You must dispose of rubbish in the bins provided by the Council.
- 3.3.11 You must ensure that your rubbish is put out in time for collection.

- 3.3.12 You must ensure the proper removal of ALL items not eligible for collection i.e. bulky waste/unwanted furnishings.
- 3.3.13 You must tell the Council as soon as possible about any defect at the property which the Council is liable to repair. You may be liable if damage is caused by not reporting the repair.
- 3.3.14 You must not excessively clutter your home as this can compromise the health and safety of you and your neighbours, prevent access to essential services, and may result in damage to the property. You must keep all shared entrances, halls, stairways, and landings clean, free from rubbish and personal belongings. We will remove any item which has been left in the shared entrance, communal hall, stairways and landings. Fly-tipping in gardens, communal or otherwise, is not permitted.
- 3.3.15 You must not store items in the loft area of your home. Lofts are not designed for storage and storing items there can damage insulation, wiring or the structure of the building, and create fire or safety risks. If items are found to be stored within the loft space, they may be removed.
- 3.3.16 You will be responsible for any damage caused by any items that you, members of your household, relatives or visitors bring into the property, for example leaking washing machines. This includes damage to your home and any adjoining home caused by your appliances. The Council will charge you for any repairs which are due to damage caused by these items.
- 3.3.17 You must ensure that any works which you are responsible for under the terms of this agreement are carried out to a reasonable standard, by appropriately qualified trade persons. You must seek written permission from the Council before undertaking any works involving gas, electrical systems, asbestos, or other regulated materials. If you are unsure whether works involve any of these materials, you must seek advice from the Council before proceeding. Certification must be provided where required. Please refer to the Repairs Standard for further guidance on permissions, standards and responsibilities.

3.4 Smoke Alarms, Heat Detectors and Carbon Monoxide Detectors

- 3.4.1 You are responsible for testing and replacing batteries in smoke alarms, heat detectors and carbon monoxide detectors. If the alarm or detector is broken you must report it to us immediately, so that we can replace it.

3.5 Temporary Accommodation During Major Repair Work

3.5.1 If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to the property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the property. If this happens, you may have to pay legal costs.

3.6 Care of the Garden, Outbuildings and Other External Areas

3.6.1 You are responsible for the upkeep and reasonable maintenance of the garden, including hedges, shrubs and trees (unless the garden area is shared with others). If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it.

3.6.2 You must keep any outbuildings, garages, sheds or other structures that are part of the premises in a reasonable condition.

3.6.3 You must have written permission from the Council before planting any trees in your garden or in communal areas around your home.

3.6.4 You shall not, without permission remove or install fencing.

3.6.5 You are responsible for any trees that are within the boundary of the property but you (or someone on your behalf) cannot cut down trees and hedges within the boundaries of your home without first getting written Council permission. You must not plant very large or fast-growing trees or conifer species in the gardens of the property or that may cause damage, nuisance or obstruction. If you think that a tree may be dangerous you must report this to us. Where we decide that any trees or shrubs are a nuisance or dangerous we will prune, replace or remove.

3.6.6 You must not park or drive a motor vehicle, caravan, motor home or boat within the boundaries of your home, including the front and rear garden, or over Council owned grass verges without providing a hard standing to a specified standard and a car crossing over the pavement or path. You must also not allow members of your household or visitors to your home to do this either. You must get written permission from the Council before any work to construct a hard standing and pavement crossing is begun.

- 3.6.7 You must not keep a vehicle or vehicles within the boundary of the property that have no road tax or insurance without the express permission of the Council.
- 3.6.8 No person can reside temporarily or permanently in the garden of your property.
- 3.6.9 You must not construct or remove any hardstanding, paths, garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building without the prior written permission of Housing.
- 3.6.10 You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.
- 3.6.11 If Council staff request or have need to inspect the garden and external areas, you must allow access for this inspection. An example of this would be as part of a periodic property and tenancy inspection, you must allow photographs or video footage of the garden and external areas to be taken if required for evidential purposes. Images will not include people and will only be used to document property condition. This supports legal obligations.
- 3.6.12 You must not store rubbish, household furniture, household appliances or any unsightly objects in your garden or any shared garden.

3.7 Access for Repairs and Servicing

- 3.7.1 The Council (or its contractors or agents) may need access to your home to inspect, repair, service or improve the property, or to meet legal obligations (including but not limited to gas and electrical safety checks). We will give at least 24 hours' written notice where required, except in emergencies. Not all repairs or inspections require written notice, please refer to the Repairs Standard for details.
- 3.7.2 If you do not allow us entry to the property, the Council may apply to court for an injunction or warrant to gain access to the property and/or a possession order against you for breach of this tenancy agreement. You may have to pay our costs of any application the Council makes to court. Before enforcement action for missed appointments, the Council will make reasonable attempts to rearrange and consider health, work or caring commitments. The Council is required by law to carry out certain works in Council homes, including annual gas safety checks and

electrical installation checks and works to address hazards such as damp and mould. Refusing access may put your health and safety at risk.

- 3.7.3 Officers or agents of the Council may enter the property using such means as may be necessary without giving notice if, in the opinion of an Authorised Officer of the Council, entry is necessary because of an emergency from which personal injury or damage to Council or adjoining property might result. In such an event the Council will make good any resultant damage to the property and will leave it secure.
- 3.7.4 Possessions must not be stored in such a way as to make access to any rooms or appliances e.g. gas boilers in the property difficult or dangerous.
- 3.7.5 When Council staff inspect the property condition and you allow access, for example, as part of a periodic property and tenancy inspection, you must allow photographs or video footage to be taken for evidential or compliance purposes. Images will not include people and will only be used to document property condition. This supports legal obligations.
- 3.7.6 You may be charged if there is no-one at home when you have requested an emergency call-out or where an appointment has been made for the Council, its contractor or agent, to attend the property but access is not gained, which includes access to the property to carry out a gas safety and/or electrical installation check at the property.
- 3.7.7 You may also be charged for a wasted call out by a gas engineer or other contractor if, when servicing a gas appliance by pre-arranged appointment, there is insufficient credit on the meter, which means that a further call-out has to take place. Other contractors may also charge for missed or abortive visits where access is not provided, or the appointment cannot go ahead due to something you have failed to do.

3.8 Alterations, Additions or Improvements

- 3.8.1 If you are an introductory tenant, you do not have the right to make any improvements to your home with the exception of decoration.
- 3.8.2 If you are a secure tenant, you should not do any structural alterations, additions or improvements to your home without first getting written permission from the Council. This includes the installation of satellite dishes, the erection of sheds and/or the replacement of doors, kitchens and bathrooms. Permission will not be unreasonably withheld. Please refer to the Repairs Standard for further guidance on what requires permission and how to apply.

- 3.8.3 Some alterations may be subject to planning restrictions or building control regulations and you must obtain these permissions where necessary in addition to obtaining the Council's permission as your landlord.
- 3.8.4 The Council will not normally be responsible for repairing or maintaining any installation fitted by you. The Council may ask you to remove or put back any alterations when you leave.
- 3.8.5 The Council may take legal action to recover costs from you or your contractor should you fail to comply with conditions stipulated by the Council when carrying out the work and this results in the Council incurring expenditure in putting it right or replacing defective work.
- 3.8.6 Any alterations or improvements involving Gas or Electric installations must be done by qualified and competent people and certified on completion.

4.0 USE OF YOUR HOME

4.1 Properties with Shared Areas

- 4.1.1 If you live in a block of flats, you and the other tenants are responsible for cleaning shared areas, e.g. entrances, hallways, staircases and landings, unless the Council has notified you that a person has been employed to undertake the cleaning.
- 4.1.2 You must make sure that shared areas, entrances, hallways, staircases, passages or bin cupboards are not blocked. You or any people living in or visiting your home must not leave any items and rubbish in shared areas.
- 4.1.3 You, or anyone living in or visiting the property, must not do anything in, or to, shared areas of the property that may cause a nuisance to other users of those areas, or that will cause damage to shared areas. For example: car breaking, car repairs, bonfires, games or parties or any other behaviour that may cause a nuisance.
- 4.1.4 You, or anyone living with you, or visiting your home, must not interfere with security and safety equipment in communal blocks - doors should not be jammed open and strangers should not be let in without checking their identity.

4.1.5 You must not store or charge mobility scooters, E-Bikes or other equipment containing a lithium battery in communal hallways.

4.2 Occupying Your Home

4.2.1 You must move into the property once you have signed the Tenancy Agreement.

4.2.2 You must occupy the premises as your only or main home.

4.2.3 You must give the Council reasonable notice before being absent from the premises for a period of more than 28 days.

4.2.4 At all times, whether absent or otherwise, you must take such steps as are reasonably necessary to ensure that the property is kept secure.

4.2.5 You must notify the Council of all the occupants living in the property and must notify the Council of any changes to the occupants of the premises, other than temporary visitors who live with you for less than one month.

4.2.6 If you are an introductory tenant you **do not** have the right to sublet any part of your home. If you are a secure tenant, you must not sub-let any part of the property without the written permission of the Council, such permission will not to be unreasonably withheld.

4.2.7 If you are an introductory tenant, you **do not** have the right to exchange or assign your home with any other tenant. If you are a secure tenant, you should not assign or exchange your tenancy without prior written permission of the Council, which will not be unreasonably withheld.

4.2.8 We may also carry out checks with other agencies to verify your occupation.

4.2.9 You must not allow the property to become statutorily overcrowded. We may apply for a possession order if we find that the property is statutorily overcrowded.

4.3 Rights of Way

4.3.1 You must allow, and be entitled to, a free and unobstructed right of access across any common paths and passageways leading to, or from, the property, or any adjoining or other property.

4.4 Business Use

4.4.1 You, or anyone living with you, must not run a business from your home without the Council's agreement in writing. Permission will not be unreasonably withheld but consideration will be given to the likely impact of the business on neighbouring properties.

4.4.2 Things that might lead to permission being refused include but are not limited to; noise caused by the business, smells, large numbers of visitors, traffic congestion and other general nuisances caused by the business.

4.4.3 You must not attach signs advertising your business to the exterior of the property.

4.5 Health and Safety in Your Home

4.5.1 You, members of your household or any visitors to your home, must not do anything, or cause anything to be done, which in our opinion, is likely to cause a danger to anyone in the property or locality.

4.5.2 This includes but is not limited to:

- a) The storage of dangerous and/or inflammable materials, including lithium batteries, or fuels in the property, outbuildings, communal areas or garden apart from those for general household use.
- b) The use of portable gas, oil or paraffin heaters in the property.
- c) The storage of any E-bikes/mobility scooters/engines/motorbikes/other motorised vehicles in the property.
- d) Interference with equipment for detecting or putting out fires.
- e) Interference with equipment for the supply of electric, gas, water or other utilities.
- f) Carrying out unsafe electrical, D.I.Y or other work in the property.
- g) Throwing things out of windows or balconies.

4.5.3 You must notify the Council if the circumstances of anyone in the household changes in such a way as to affect their ability to safely

evacuate your home, to allow the Council to liaise with other agencies if needed.

4.6 Pets

4.6.1 You shall seek the written consent of the Council before keeping any pet.

4.6.2 If permission is granted, you must not allow any animals or pets of your own, or that you are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to any property.

4.6.3 You must not allow your property or garden to become unhygienic due to a build-up of your pets' faeces (fouling), and if any pet you own, or are responsible for, fouls in the shared areas, you are responsible for cleaning this up.

4.6.4 You must keep any pets you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property.

4.6.5 You must make sure that any animal is reasonably and suitably restrained when any Council employee, contractor or Agent we may appoint to act on our behalf is visiting your property.

4.6.6 You must not keep an animal in any internal or external shared area.

4.6.7 You must not breed any animals in your property, gardens or shared areas.

4.6.8 Whilst each application will be considered individually, ordinarily the Council will not give permission for any of the following:

- a) Any dog the Dangerous Dogs Act 1991 applies to;
- b) Any animal the Dangerous Wild Animals Act 1976 applies to;
- c) Any other animal that poses a danger, or threat of danger to your neighbours and the public, or anyone living in the locality;
- d) Any livestock not suitable for a domestic environment.
- e) Any animal which causes a health and safety risk in the locality, as per the definitions of this agreement.

f) Any animal which is not bred as a domestic pet

4.6.9 The Council reserves the right to restrict the number and type of animals you may keep or require you to remove them.

4.6.10 Permission may be refused or withdrawn where it is clear that it is unsuitable for you to keep a pet or pets or for any other appropriate reason such as a proven history of animal neglect.

4.6.11 For the purpose of this agreement, a 'pet' means a domestic animal kept mainly for personal interest, companionship or ornamental purposes.

4.7 Parking

4.7.1 You (or anyone living with you or visiting your home) must not park a vehicle anywhere on your property except on a hard standing (a driveway or area intended for parking).

4.7.2 Commercial vehicles, caravans, motor homes and boats must not be parked on the garden, driveway or hard standing area around your home or on any communal parking areas without the Council's agreement in writing, which will not be unreasonably withheld. Vehicles that are untaxed, un-insured or un-roadworthy must not be parked on council land without the written permission of the Council.

4.7.3 You, (or anyone living with you, or visiting your home), must not park anywhere that could obstruct emergency services.

4.7.4 If your property has a designated residents' parking space, only you and your legitimate visitors may park there. You must not give or sell the parking place to anyone else.

4.7.5 You (or anyone living with you or visiting your home) must not drive or park on the grass verges or common grassed areas in the locality of your property.

4.7.6 You (or anyone living with you, or visiting your home) should not obstruct parking areas or garage forecourts.

5.0 NUISANCE AND ANTI-SOCIAL BEHAVIOUR

5.1 The Council is firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property,

including lodgers and sub-tenants, from causing any nuisance, annoyance, offence or harm to any:

- a) Neighbour
- b) Other tenant of the Council
- c) Businesses or services operating in the locality
- d) Officers of the Council or any of its agents or contractors
- e) Other person living, visiting or being in the locality

5.2 You, members of your household, or any visitors to your home must not do anything or cause anything to be done which is likely to cause nuisance, annoyance or harassment to others residing in, visiting or within the locality.

5.3 This includes but is not limited to the use of any words, or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sex or sexual orientation, age, gender or gender reassignment, religion, disability, marriage or civil partnership. It also includes the use of social media, emails or other digital media to harass, cause nuisance or make false or malicious allegations about those listed in 5.1 above

5.4 If anyone living in or visiting the property causes nuisance, annoyance, offence or harm you will be held responsible as if you had committed it yourself. You must ensure that no damage is caused by you or anyone living in or visiting your home.

5.5 You or any member of your household or visitors to your home must not undertake any of the following activities:

- a) Using your home or any other Council property for illegal or immoral purposes. In particular, the Council will not tolerate the property being used in connection with the possession, use, supply of, dealing or growing illegal drugs or substances.
- b) You must not use the property, or the locality of the property, for the supply of any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any other part of the criminal law. You must make sure that no member of your household, or any lodger,

sub tenant or visitor carries out such an act. If they do you will be responsible as if you had committed it yourself.

- c) Keeping illegal weapon(s) on the property.
- d) Threatening behaviour at the property or in the local area with or without an offensive weapon.
- e) Causing malicious damage, including drawing graffiti, to your property or any public property in the locality.

5.6 If you do undertake any of the activities listed in Part C Section 5 of this agreement, the Council may take immediate legal action against you as the tenant of the property which could result in the repossession of your home.

5.7 Noise

5.7.1 You, or anyone living with you or visiting your home, must not create or permit any noise which causes a nuisance to people in the locality.

5.7.2 You must not operate any device or equipment or do any activity which creates so much noise that it causes nuisance or annoyance to your neighbour or other persons living or visiting the local vicinity.

5.7.3 This includes, but is not limited to;

- a) Playing any television, radio, musical instrument or music playing appliance or recording equipment too loudly.
- b) Excessive use of power tools.
- c) Unreasonable use of electrical equipment and appliances.
- d) Activities such as parties, which might cause justifiable complaint due to noise levels or timing.

5.8 Children

5.8.1 You must exercise reasonable control over children in your household and any children visiting your home to prevent them causing a nuisance or harassing neighbours and the public. This includes preventing them from playing ball games where it is prohibited or likely to cause a nuisance.

5.8.2 Fencing provided around gardens is intended to mark the boundary of the property only and is not designed to provide a secure or safe area for children or pets. It is your responsibility to ensure that children and pets are kept safe and prevented from escaping or coming to harm. Exceptions may apply where Occupational Therapy recommendations require fencing for safety or accessibility purposes.

5.9 Harassment

5.9.1 You must not commit or allow members of, or visitors to your household to commit any form of harassment on any grounds including race, colour, religion, gender, gender reassignment, sex, sexual orientation, pregnancy /maternity age or disability which may interfere with the peace and comfort of, or cause offence to, any others residing in, visiting or offering services in the locality.

5.9.2 This includes committing harassment using social media or other types of digital communications.

5.9.3 Harassment is a crime, and you will be breaching the conditions of your tenancy if found to have committed harassment.

5.10 Racial Harassment

5.10.1 The Council will not tolerate racial harassment. You must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so.

5.10.1 Discrimination, intimidation, or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racial nature or there is direct evidence of a racial motive. It is very different from other forms of harassment.

5.10.2 Racial harassment is a crime, and, like all forms of harassment, you will be breaking the conditions of your tenancy if found guilty of it.

5.11 Behaviour Towards Council Employees

5.11.1 You must not physically or verbally abuse Council employees, Councillors, Officers of the Council or any Contractor or Agents we may appoint to act on our behalf or intimidate them in any way.

5.11.2 Physical abuse includes, but is not limited to, any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or any other lodger or sub tenant or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

5.12 Social Media

5.12.1 You, or anyone living with you, or visiting your home should not use social media sites to harass, abuse or make defamatory statements about the Council, its officers, contractors or other tenants. Reasonable and lawful expressions of concern or complaints about services should be made through the Council's official complaints process, not on social media. Personal attacks on individuals, including Council officers, are strictly prohibited.

5.13 Domestic Abuse

5.13.1 You must not inflict domestic abuse, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your household. Where a member of the household has to leave the home due to domestic abuse inflicted by another member of the household, the Council may seek possession of the property if firm evidence is obtained that the victim has left the property as a result of domestic abuse.

PART D - YOUR RIGHTS

1.0 INTRODUCTORY TENANTS

1.1 The Right to Occupy

1.1.1 You have the right to live in your home/property without being disturbed by the Council or any other person(s) acting on the Council's behalf as long as you keep to this agreement. However, we, or someone acting on the Council's behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do so are set out in this agreement. Additionally, we may on occasion, need to visit you to discuss matters relating to your tenancy.

1.2 The Right of Succession

1.2.1 Your rights of succession as an introductory tenant are governed by sections 131 to 133 of the Housing Act 1996.

1.2.2 Those who are able to succeed to the introductory tenancy in case you die are:

a) Your spouse or civil partner, but only as long as they occupied the property as their only or principal home at the time of your death.
OR

b) Another member of your family, but only as long as they occupied the property as their only or principal home at the time of your death AND resided with you throughout the 12 months immediately before your death.

1.2.3 There are a number of exceptions to the operation of this right as set out in the legislation and some of those exceptions are as follows:

a) If you are already a successor to an introductory tenancy, there can be no second succession.

b) If you are a joint introductory tenant, upon your death the tenancy will pass to the other tenant and this will also count as a succession.

c) If there has been an assignment of the introductory tenancy, succession rights do not arise.

1.3 The Right to Assign

1.3.1 Introductory tenants have no general right to assign their tenancy. However, there are some prescribed situations when such an assignment can take place (as set out in section 134 of the Housing Act 1996), namely if a court order for assignment is made in certain prescribed proceedings (family law proceedings) OR it is made to a person who would be qualified to succeed to the tenancy.

1.3.2 You cannot assign the tenancy if there has already been a succession or an assignment.

1.4 The Right to Exchange

1.4.1 As an introductory tenant you do not have the right to exchange your home with any other tenant.

1.5 The Right to Take in Lodgers

1.5.1 As an introductory tenant you do not have the right to take in lodgers. The Right to Sub-Let.

1.5.2 As an introductory tenant you do not have the right to sub-let any part of your home.

1.6 The Right to Repair

1.6.1 The Council is required to carry out certain urgent repairs within specified time limits and if the tenant notifies the Council that the contractor has failed to carry out the repair within the set time limit, the Council will instruct a second contractor to carry out the work. It is also your responsibility to ensure that you are at home on the time/date agreed with the contractor for them to access your property.

1.7 The Right to Improve

1.7.1 As an introductory tenant you do not have the right to make any improvements to your home. You are allowed to decorate your home.

1.8 The Right to Buy

1.8.1 As an introductory tenant you do not have right to buy your home. However, if you go on to become a secure tenant and do buy your home, the period you spent as an introductory tenant will count towards any discount you may be entitled to.

1.9 The Right to Information

1.9.1 You have the right to information about your tenancy including the right of access to your tenancy files.

1.10 The Right to Consultation

1.10.1 You have the right to be consulted about proposals for changes including the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to services or facilities for Council tenants.

1.11 The Right to Manage

1.11.1 Tenants' Management Organisations have the right to take over the management of their homes. The right only applies to Council tenants and Council leaseholders.

2.0 SECURE TENANTS

2.1 The Right to Occupy

2.1.1 You have the right to live in your home/property without being disturbed by the Council or any other person(s) acting on the Council's behalf as long as you keep to this agreement. However, we, or someone acting on the Council's behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do so are set out in PART C 3.7.1 – 3.7.7. Additionally, we may on occasion, need to visit you to discuss matters relating to your tenancy.

2.2 The Right of Succession

2.2.1 North Yorkshire Council secure tenants have a right to succession of their secure tenancy upon their death, but only in certain prescribed circumstances. What type of right to succession operates in each tenant's case depends on when the secure tenancy started.

2.2.2 For all secure tenants whose secure tenancy started **before 1st April 2012**, their rights are governed by section 87 of the Housing Act 1985 (before it was amended by the Localism Act 2011).

2.2.3 This means that the following persons can succeed:

- a) Tenant's husband or wife or civil partner living in the property as their only or principal home at the time of the tenant's death; or
- b) Another member of the tenant's family living in the property as their only or principal home at the time of the tenant's death, for a period of twelve months ending with the tenant's death.
- c) Those living together as if they were married or civil partners fall within the definition of family members as set out in section 113 of the Housing Act 1985.

2.2.4 For all secure tenants whose tenancy started **on or after 1st April 2012**, their rights are governed by section 86A of the Housing Act 1985 (as amended by the Localism Act 2011).

2.2.5 This means that the following persons can succeed:

- a) The tenant's husband or wife or civil partner who occupied the premises as their only or principal home at the time of the tenant's death.
- b) Those living together as if they were married or civil partners are included in the above.

2.2.6 In addition to the statutory rights set out above, if your secure tenancy commenced with one of the legacy district Councils (Selby District Council, Harrogate Borough Council or Richmondshire District Council), you may have additional succession rights which are governed by the provisions of those tenancy agreements. For details of those rights see Appendix A to this tenancy agreement.

2.2.7 In all cases of succession, irrespective of when the tenancy started and irrespective of 2.2.6 above, the following is applicable:

- a) There can only ever be one succession.
- b) Succession is limited to where there has been no previous assignment.
- c) If you are a joint secure tenant, upon your death the tenancy will pass to the other tenant by survivorship, and this will also count as a succession.

- d) Where the tenancy has passed to a member of the family and the home is more extensive than is reasonably required by the successor, the Council can seek possession of the Property under ground 15A of Schedule 2 to the Housing Act 1985.

2.2.8 **Discretion** - Where an application for succession is refused, the Council may agree to grant a new tenancy agreement to the remaining occupant on the following conditions:

- a) only if that occupant is a close family member (as defined in the North Yorkshire Council's Allocations Policy); AND
- b) that occupant has resided with the deceased tenant at the deceased tenant's home for at least 12 months prior to the deceased tenants' death; AND
- c) the eligibility and qualification criteria set out in North Yorkshire Council's Allocations Policy is met; AND
- d) in the event of under-occupation of the premises, the grant of the new tenancy would be subject to a move to alternative accommodation.

2.2.9 This is not an automatic right, and the Council will consider each individual case on its merits.

2.3 Right to Assign

2.3.1 You may be able to assign your tenancy whilst you are still alive and have capacity in the following prescribed circumstances (section 91 of the Housing Act 1985):

- a) by way of mutual exchange (see 2.4 below)
- b) to someone who would be qualified to succeed you on your death;
- c) where a Court has made an order for assignment in certain prescribed court proceedings (family law proceedings).

2.3.2 The procedure for making an application to the Council for a mutual exchange is set out in clause 2.4 below and North Yorkshire Council's Tenancy Policy. The Council's consent is required for a mutual exchange.

2.3.3 For any other assignment, the Council needs to be satisfied that you meet the requirements imposed and you may be asked to show evidence of this.

2.3.4 You cannot assign the tenancy in any of the ways set out above if there has already been a succession or an assignment.

2.4 The Right to Exchange

2.4.1 You have the right, subject to current legislation, policy and procedure, to exchange with another tenant of North Yorkshire Council, a housing association or another Council. This right is subject to the written consent of both/all landlord(s) and can be refused on certain grounds.

2.5 The Right to Take in Lodgers

2.5.1 You have the right to take in lodgers, but you are required to tell the Council the name, age and sex of each lodger.

2.5.2 You must not take in lodgers where this will result in your home being overcrowded.

2.5.3 You are responsible for ensuring that any lodger complies with the terms of this tenancy agreement whilst living in your home.

2.5.4 You will be responsible for ensuring that the lodger vacates your property if you wish to end the agreement or before your tenancy with the Council comes to an end.

2.6 The Right to Sub-Let

2.6.1 You have the right to sub-let part of your home, provided you obtain the Council's prior written consent. Sub-letting means that someone pays you rent to have exclusive right to part of your home whilst you are still living there. You cannot sub-let the whole of your property. Subletting should not result in overcrowding.

2.7 The Right to Repair

2.7.1 The Council is required to carry out certain urgent repairs within specified time limits and if the tenant notifies the Council that the contractor has failed to carry out the repair within the set time limit, the Council will instruct a second contractor to carry out the work. It is also your

responsibility to ensure that you are at home on the time/date agreed with the contractor for them to access your property.

2.8 The Right to Improve

2.8.1 You have the right to carry out improvements to your home provided you obtain the Council's prior written consent, which cannot be unreasonably withheld. Planning and building regulation approval may also be needed, and you should obtain these consents before work is started.

2.9 The Right to be paid for Improvements at the End of Your Tenancy

2.9.1 In certain circumstances, when the tenancy comes to an end, you have the right to compensation for certain qualifying improvements made to the premises by yourself. Your claim must be made to the Council within 14 days of the end of your tenancy.

2.10 The Right to Buy

2.10.1 In certain circumstances you have the right to buy your home. To be eligible you must have had a public sector landlord (e.g. a Council property, housing association property, or H.M. Forces accommodation) for a minimum of 3 years.

2.11 The Right to Information

2.11.1 You have the right to information about your tenancy including the right of access to your tenancy files.

2.12 The Right to Consultation

2.12.1 You have the right to be consulted about proposals for changes including the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to services or facilities for Council tenants.

2.13 The Right to Manage

2.13.1 Tenants' Management Organisations have the right to take over the management of their homes. The right only applies to Council tenants and Council leaseholders.

PART E - ENDING YOUR TENANCY

1.0 ENDING YOUR TENANCY

- 1.1 If you wish to bring the tenancy to an end, four weeks' notice must be given in writing to the Council, to expire on a Sunday.
- 1.2 Within the Notice period you must allow Council staff, contractors or other authorised persons access to your property to carry out a pre-termination assessment and, if necessary, to carry out any repairs. As part of this inspection, photographs or video recordings may be carried out.
- 1.3 The whole of the property must be vacated, and all keys delivered to your Housing Office no later than noon on the Monday following your tenancy end.
- 1.4 You must not leave the keys with anyone else, including friend, neighbour or relative unless they are legally entitled to act on your behalf. If you fail to return the keys you may be charged for the cost of replacement keys, locks and other work required to the doors/frame due to your failure to return the keys, and for any rent loss incurred by your delay in returning the keys.
- 1.5 When handing in your notice, you must leave a forwarding address, up to date contact details and fill in a tenancy termination form.
- 1.6 You must continue to pay rent and other charges until the tenancy has ended, even if you leave the property early. In the case of a joint tenancy, the tenancy is held jointly and cannot be ended by one tenant without ending it for both. Where one joint tenant gives notice to quit, this will bring the tenancy to an end for all joint tenants. This is a process of law and applies to all joint tenancies. However, the Council will consider any request from a remaining joint tenant for a new tenancy in accordance with its Allocations Policy. There is no automatic right, and each case will be assessed individually.
- 1.7 The Council will consider in accordance with the Allocations Policy any requests received from the other joint tenant to remain in the property and/or move to other suitable accommodation. In making this decision the Council will, in applying the Allocations Policy consider the housing needs of the other tenant, financial resources, likely health effect on the other tenant and any remaining dependants and suitability as a tenant. There is no automatic right, and the Council will consider each request on its merits.

2.0 CONDITION OF THE PROPERTY AT THE END OF YOUR TENANCY

- 2.1 When your tenancy ends the property must be left in a reasonable state of decoration and repair with all fixtures and fittings intact. The property must be left in a clean and tidy condition, and you must remove all your furniture and personal belongings.
- 2.2 The Council will remove and store any items left behind that appear to be of value. These items will be stored for a minimum of one calendar month. The Council will take reasonable steps to notify the former tenant at their last known address and by any other available means. If the Council don't hold a last known address or the tenant cannot be traced, the Council will serve notice in accordance with the Torts (Interference with Goods) Act 1977, which may require a three-month notice period before disposal. If the items are not collected within the applicable notice period, the Council may dispose of or sell the items. You will be liable for the reasonable costs of removal, storage, and disposal, which will be deducted from any sale proceeds, and if there any costs remaining, they will remain your liability. The Council will hold any remaining sale proceeds for 6 months from the date of the end of your tenancy, which if not claimed will be deemed as forfeited.
- 2.3 It is your responsibility to take meter readings and contact Council tax, gas, electric, and water, telephone and TV media companies to let them know you are moving.
- 2.4 We will charge you the full cost of any repairs and/or cleaning which need to be carried out as a result of neglect or deliberate act by you after your tenancy has ended.

3.0 POSSESSION PROCEEDINGS BY THE COUNCIL

- 3.1 The Council may seek possession of the property in accordance with the legal provisions set out in Sections 84 and 84A and Schedules 2 and 2A of the Housing Act 1985. These provisions set out the grounds under which possession may be sought, including both mandatory and discretionary grounds. Any action will be taken in line with statutory requirements and the Council's policies.
- 3.2 Where possession is sought, the Council will serve the appropriate legal notice and may apply to the County Court for a possession order. Tenants will be informed of the grounds being relied upon and have the right to respond or seek advice.

Our communities are diverse and to reflect this we have improved and updated our Tenancy Agreement and also made it easier to understand.

If you have difficulty reading this document because you need it in LARGE PRINT, have a disability or because English is not your first language this information can be made available in other languages and formats upon request by contacting us on 0300 131 2 131.

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Appendix A – Succession rights for all those who became Council tenants before April 2026

	Pre-1st April 2012	Post-1st April 2012
If your tenancy commenced with Harrogate Borough Council	<p>Statutory rights operate as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement.</p> <p>Harrogate Borough Council's tenancy agreement relevant to this period in time stipulated that a 'close relative' could succeed to the tenancy (subject to other conditions). Its Policy set out that it was a 'family member' who could succeed, within the meaning of the definition set out in section 113 of the Housing Act 1985.</p> <p>NYC will adopt the same approach as that within HBC's previous Policy.</p>	<p>Statutory rights operate as set out at Part D clauses 1.2 or 2.2.4 of the NYC Tenancy Agreement.</p> <p>There were no additional contractual rights granted to tenants of Harrogate Borough Council after 1st April 2012.</p> <p>The only rights of succession are statutory rights, as set out above.</p>
If your tenancy commenced with Richmond District Council	<p>Statutory rights operate as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement</p> <p>Richmond District Council's tenancy agreement relevant to this period in time stipulated that a 'close relative' could succeed to the tenancy (subject to other conditions). There was no definition of 'close relative'.</p> <p>NYC will proceed on the basis this was meant to replicate the definition set out in section 113 of the Housing Act 1985.</p>	<p>Statutory rights operate as set out at Part D clauses 1.2 or 2.2.4 of the NYC Tenancy Agreement.</p> <p>After 1st April 2012, a contractual right of succession was also granted to Richmond District Council tenants in respect of:</p> <ol style="list-style-type: none"> a. a 'close relative' who had resided with the deceased tenant and b. who did so for at least 12 months prior to the deceased's tenants' death. <p>Close relative was not defined, but Richmond District Council's Policy (post-2012) referred to 'family member', which is defined within the Housing Act 1985. NYC will proceed on the basis of the statutory definition of 'family member' as being applicable.</p>

<p>If your tenancy commenced with Selby District Council</p>	<p>Statutory rights operate as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement.</p> <p>Selby District Council's tenancy agreement relevant to this period granted a contractual right of succession which was the same as the statutory right of succession.</p>	<p>If your tenancy with Selby District Council is dated 1st April 2012 or after but before 1st April 2015, you will have a contractual right of succession which is the same as the pre-1st April 2012 statutory right of succession, as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement.</p> <p>For all Selby District Council tenancies dated 1st April 2015 and after, there is no contractual right of succession. For those tenancies, only statutory rights operate as set out at Part D clauses 1.2 or 2.2.4 of the NYC Tenancy Agreement.</p>
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