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12 January 2010

S U M M O N S

MEETING: Housing Board
DATE: 20 January 2010
TIME: 6.00pm
PLACE: Committee Room 1, Town Hall, Gosport
Democratic Services contact: Chris Wrein

BOROUGH SOLICITOR

MEMBERS OF THE BOARD

Councillor Philpott (Chairman)
Councillor Beavis (Vice Chairman)

Councillor Allen	Councillor Gill
Councillor Mrs Cully	Councillor Hylands
Councillor Edwards	Councillor Mrs Mitchell-Smith
Councillor Geddes	Councillor Mrs Mudie

The Mayor (Councillor Mrs Searle) (ex officio)
Chairman of Policy and Organisation Board (Councillor Hook) (ex-officio)

FIRE PRECAUTIONS

(To be read from the Chair if members of the public are present)

In the event of the fire alarm (single continuous sound) being activated, please leave the room immediately.

Proceed downstairs by way of the main stairs or as directed by GBC staff, follow any of the emergency exit signs. People with disability or mobility issues please identify yourself to GBC staff who will assist in your evacuation of the building.

IMPORTANT NOTICE:

- If you are in a wheelchair or have difficulty in walking and require access to the Committee Room on the First Floor of the Town Hall for this meeting, assistance can be provided by Town Hall staff on request

If you require any of the services detailed above please ring the Direct Line for the Democratic Services Officer listed on the Summons (first page).

NOTE:

- i. Members are requested to note that if any member wishes to speak at the Board meeting then the Borough Solicitor is required to receive not less than 24 hours prior notice in writing or electronically and such notice shall indicate the agenda item or items on which the member wishes to speak.
- ii. Please note that mobile phones should be switched off for the duration of the meeting.

AGENDA

RECOMMENDED
MINUTE
FORMAT

PART A ITEMS

1. APOLOGIES FOR NON-ATTENDANCE
2. DECLARATIONS OF INTEREST

All Members present are required to declare, at this point in the meeting or as soon as possible thereafter, any personal or personal and prejudicial interest in any item(s) being considered at this meeting.

3. MINUTES OF THE MEETING OF THE BOARD HELD ON 4 NOVEMBER 2009 [copy herewith].
4. DEPUTATIONS – STANDING ORDER 3.5

(NOTE: The Board is required to receive a deputation(s) on a matter which is before the meeting of the Board provided that notice of the intended deputation and its object shall have been received by the Borough Solicitor by 12 noon on Monday, 18 January 2010. The total time for deputations in favour and against a proposal shall not exceed 10 minutes).

5. PUBLIC QUESTIONS – STANDING ORDER 3.6

(NOTE: The Board is required to allow a total of 15 minutes for questions from Members of the public on matters within the terms of reference of the Board provided that notice of such Question(s) shall have been submitted to the Borough Solicitor by 12 noon on Monday, 18 January 2010).

6. TENANCY AGREEMENT REVIEW

To outline progress on updating the current Tenancy Agreement and the results of the consultation process. To seek approval for the proposed changes to that agreement.

PART II
Contact Officer:
Charles Harman
Ext 5287

7. ANY OTHER ITEMS

- which, in the opinion of the Chairman should be considered as a matter of urgency by reason of special circumstances.

AGENDA ITEM NO. 6

Board/Committee:	Housing Board
Date of Meeting:	20 th January 2010
Title:	Tenancy Agreement Review
Author:	Housing Services Manager/CH
Status:	For Decision

Purpose

To outline progress on updating the current Tenancy Agreement and the results of the consultation process. To seek approval for the proposed changes to that agreement.

Recommendation

That Housing Board:

- a) Approve the changes set out to the tenancy agreement set out in paragraph 2.2.
- b) Give approval for a formal Notice of Variation to be served on all applicable tenants.
- c) Approve the inclusion of the changes in the revised secure Tenancy Agreement terms and conditions in the ancillary Introductory Tenancy Agreement.
- d) Give delegated authority to the Housing Service Manager to make minor changes to the proposed Tenancy Agreement that arise as a result of the Notice of Variation.

1.0 Background

- 1.1 The Tenancy Agreement is issued to all new tenants at the start of their tenancy and sets out the terms and conditions of that tenancy. It sets out the tenants' rights and responsibilities and the Council's duties as a landlord.
- 1.2 New tenants are asked to read and sign the agreement as their formal acceptance of a tenancy from the Council. An officer will in addition explain, in person, the content of the agreement with new tenants and further clarification of tenants' obligations and rights are set out in the Tenants Handbook.
- 1.3 The Tenancy Agreement was last reviewed by Housing Committee in 2000/2001 with the Tenancy Agreement coming in to effect in April 2001.
- 1.4 The need for a periodic review of the Tenancy Agreement is threefold;
 - To incorporate legislative changes and case law.
 - To remove inconsistencies and clarify aspects from an existing Tenancy Agreement.
 - To incorporate developing best practice.
- 1.5 One of the recommendations arising from an inspection of Tenancy Management services undertaken in 2007 by the Tenant Inspection Group was that a formal timetable for the review of the Tenancy Agreement be established.

- 1.6 In 2008/2009 that timetable was established and included within the Housing's Service Improvement Plan (ref: HSG/CH/007) for 2009/2010.
- 1.7 A task and finish group was established in April 2009, that included two Housing Forum representatives on the group. It reviewed a considerable number of existing secure Tenancy Agreements in operation elsewhere, as well as taking legal and housing best practice guidance in to consideration. The group also co-ordinated consultation (see 3.0 below) on proposed updates to the Tenancy Agreement.

2.0 Report

- 2.1 There are relatively few amendments as the existing Tenancy Agreement remains essentially fit for purpose.

- 2.2 Clarification is given within the proposed changes to the tenancy agreement on:

- The need to seek permission for the installation of surveillance equipment
- Expansion of the detail and greater clarification of what constitutes anti-social behaviour
- Not being able to leave the tenancy unoccupied for a period in excess of 6 weeks without informing the Council
- Not allowing obstructions to stairwells and common parts (to comply with the Health and Safety Rating System)
- Not smoking in common areas
- Allowing officers access to the property now including safety checks, disinfestations and to enable access to adjoining properties.
- Clarification that any additions, alterations etc carried out without first obtaining written permission, may result in charges to the tenant for reinstatement plus an administrative charge
- Expanding the information on the keeping of pets and that this Council will not give permission for tenants to keep pets which are dangerous or harmful to health (including the encouragement of wild birds or animals onto the property)
- Greater clarification on what will be charged to an outgoing tenant including administrative charges if a property is vacated and not left in a reasonable condition
- Greater clarification on works in default
- Other minor amendments to meet with changes in legislation or to improve the wording and clarity of the document.

- 2.3 In summary the proposed changes will;

- Strengthen action the Council can take as a landlord against those causing nuisance and anti-social behaviour.
- Require the tenant to inform the Council if they intend to leave their property unattended for long periods.
- Clarify requirements when tenants take in lodgers, undertake home improvements and their obligations to allow reasonable access for the Council to undertake improvement work.
- Provide tenants with further information on the circumstances that may result in them

losing the tenancy.

- Clarify charges that may be made if a tenant does not look after the property.

- 2.4 Members will be aware that the Council has a statutory duty to consult all tenants on changes to the tenancy conditions (details of that consultation are outlined in 3.0 below). A preliminary consultation (*notice*) was undertaken in November 2009. The next stage, subject to this Board's approval, is for a formal *Notice of Variation* to be delivered to all tenants giving a minimum of 28 days notice outlining the changes to come into effect from 5th April 2009.
- 2.5 The final version of the new Tenancy Agreement will be delivered to all tenants in March 2010 and will thereafter be issued to all residents accepting a new tenancy.

Introductory Tenancy Agreements

- 2.6 Members will recall that Introductory Tenancies are the 12 month probationary tenancy offered to certain categories of new tenants. After the 12 months tenants may become a secure tenant provided they have met the conditions of their Introductory Tenancy. The vast majority of the terms and conditions of the Councils Introductory Tenancy mirror the standard secure Tenancy Agreement. It would be good practice to update the Introductory Tenancy Agreement in line with changes to the secure Tenancy Agreement.

3.0 Consultation

- 3.1 There has been formal consultation, as required under the Housing Act 1985 (see 4.1 below) and a wider consultation involving stakeholders.
- 3.2 A **preliminary notice** as required (see 4.2 below) was delivered to all tenants advising of the changes that were being considered and inviting comment. That notice was serviced by letter on 6th November 2009.
- 3.3 Consultation also took place with the following stakeholder organisations:
- Citizen's Advice Bureau (CAB)
 - Age Concern
 - Avalon Centre.
 - You Trust
 - Stonham Housing Association
 - Two Saints
 - Gosport Police Service
 - Gosport Housing Forum.

A copy of the consultation document is at Appendix 1.

- 3.4 Members were consulted directly via an item within the Members Information Bulletin (MiB) (issue No 13 2009/10) and invited (via a web link) to make observations or comments.
- 3.5 In addition, the proposed changes were placed on the Councils website with the option for tenants to return comments and observations via that link.
- 3.6 There were 8 individual formal replies from tenants all in support of the changes proposed with particular support for the strengthening of anti-social behaviour clauses. A further 8 tenants via the Housing Forum also endorsed the changes. That represents just 0.5% of

tenants, but Members should note that a low response rate is not unusual in consultations of this nature.

- 3.7 Of the stakeholders consulted, Gosport Police Service and the Gosport Housing Forum responded both supporting the proposed changes. In addition two Members responded also endorsing the changes.

4.0 Legal Services Considerations

- 4.1 The Housing Act 1985 provides a process for giving tenants notice of a variation to their tenancy terms.

- 4.2 The Council can only make variations to the terms of a secure tenancy by agreement with the tenant or by serving notice under section 103 Housing Act 1985.

- 4.3 Before serving a Notice of Variation under s103, the landlord must first serve a **preliminary notice**

- Informing the tenant of the landlord's intention to serve a notice of variation.
- Specifying the proposed variation and its effect, and
- Inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the landlord considers reasonable.

- 4.4 The landlord must then consider any comments made by the tenant within the specified time.

The **Notice of Variation** itself must:

- Specify the variation effected by it, and
- The date on which it takes effect.

The period between the date on which it is served and the date on which it takes effect must be **at least four weeks** or the rental period, whichever is the longer. The landlord must serve with the notice such information as they consider necessary to inform the tenant of the nature and effect of the variation.

5.0 Financial Services Comments

- 5.1 The new Tenancy Agreement will be produced in-house at an estimated cost of £4,000. This takes into account printing and distribution as a copy of the Tenancy Agreement is to be delivered to all tenants.

- 5.2 It is anticipated that copies of the new document will be delivered with the issue of rent cards for the forthcoming financial year at minimal additional cost.

6.0 Risk Assessment

- 6.1 There are no identified risks.

7.0 Summary

- 7.1 The current Council Tenancy Agreement came in to effect in April 2001.
- 7.2 A periodic review of the Council's Tenancy Agreement allows recent legislative changes and case law to be incorporated in to the Agreement. It also allows the opportunity to clarify aspects from the existing Tenancy Agreement and remove inconsistencies. Latest best practice can also be incorporated in to the Agreement.
- 7.3 Housing Service has undertaken initial consultation with residents and stakeholders on proposed changes in line with the statutory framework.
- 7.4 Relatively few amendments are required to the existing Tenancy Agreement as it remains essentially fit for purpose.
- 7.5 There have been no objections to the proposed changes received from tenants, stakeholders nor Members.

Financial Services comments:	As outlined in 5.0 above.
Legal Services comments:	The proposed Tenancy Agreement is legally acceptable and contains the appropriate and necessary terms. See 4.0 for further comment.
Service Improvement Plan implications:	Review of the Tenancy Agreement is within the Housing's Service Improvement Plan for 2009-10 (ref: HSG/CH/007)
Corporate Plan:	A Corporate Plan (2009-12) strategic objective under 'People' is the commitment to " <i>reduce anti-social behaviour and criminal damage</i> " (PE1/01).
Section 17 Crime & Disorder Act 1998	One of the primary purposes of the amendments to the Tenancy Agreement is to strengthen the clauses on nuisance and to give clear authority to the Council to take action to remedy anti-social behaviour.
Risk Assessment:	As there are no risk associated with this report that have been identified this can be assessed as low .
Background papers:	Housing Committee Report "Tenancy Agreement Review" Sept 2000 Housing Board report "Introductory Tenancies" Sept 2007.
Appendices/Enclosures:	Appendix 1.
Report author/ Lead Officer:	Charles Harman 023 9254 5287

GOSPORT BOROUGH COUNCIL

Housing Services

Tenancy Agreement

This is a Tenancy Agreement between Gosport Borough Council (The Council) and

Name: (The Tenant)

Name: (The Tenant)

The Tenancy Agreement is a document that gives you the legal right to live in one of our properties. We both have certain rights and obligations, which are set out in this document.

More than one person can be the tenant, making a joint tenancy. If there is more than one person who is going to be a tenant, you must all sign for rights to the tenancy at the end of this document.

YOU MUST UNDERSTAND THAT BY SIGNING THIS AGREEMENT YOU ARE ACCEPTING THE TENANCY OF THE PROPERTY AND AGREEING TO THE CONDITIONS OF THE TENANCY AGREEMENT. IF YOU FAIL TO KEEP TO THE CONDITIONS YOU MAY BE CONSIDERED IN BREACH OF THE TENANCY AGREEMENT.

TENANCY DETAILS

Address of the Property:

.....

Start date of the Tenancy:

Rent at start of the Tenancy:

Additional Charges:

Total Payable:

Please read this agreement and sign the back page. Remember if this is a joint tenancy both or all tenants must sign.

COMMON TERMS USED IN THIS AGREEMENT

You will see certain terms used in this Agreement. We hope the explanations below will help you understand what they mean.

“You” or **“the Tenant”** means everyone who signs the Tenancy Agreement. Joint tenants are equally responsible, either individually or together, to carry out the obligations of the “the Tenant”.

“Us”, “we” or **“the Council”** means Gosport Borough Council and **“Officers of the Council”** means everyone working for us or providing services on our behalf, **such as** contractors **or agents carrying out** maintenance work.

“The Property” or **“your home”** means **the accommodation** where you are living as one of our tenants. When we use these terms, we also mean any land or other buildings **which form part of the Property such as any garden, balcony or garage let with it..**

“The Common Parts” means any part of the block - if you live in a flat, maisonette or sheltered scheme - or the estate, other than the Property, where you, members of your household or people visiting you **(together with all other residents)** have a right to go **and includes paths, estate roads, hallways, landings, stairways, and garden areas,**

“Locality” means the common parts and the estate; that is, the neighbourhood where you live.

“The year” is the financial year, which runs from April to March.

“Nuisance” may include:- disorderly conduct, not keeping pets under control, excessive or repetitive noise, or similar behaviour which may disturb your neighbours.

“Domestic Violence” is any violence between current or former partners or towards children, elderly people or any other family member, wherever and whenever such violence occurs.

“Harassment” may include: any distress, annoyance or offence caused by intimidation or discrimination on the grounds of sex, sexual orientation, disability, race or religion.

“Visitors” means people not living with you but who come to see you at **your** home.

“Rent” is the weekly charge made by us for your home. It includes an amount for rent and **Additional** Charges which applied at the start of your tenancy or after any review.

“Additional Charge” means a service charge or a supporting people charge (if applicable) and other charges relating to the Property which are not Rent

“Administration Charges” means payments levied by the Council for dealing with the management of the Property and the Common Parts, for example to deal with breaches of this Tenancy

“Reasonable Condition” means that the Property must be kept in as good and clean a condition as when you signed your Tenancy, free from rubbish, with adequate decoration and adequate floor coverings, with an allowance for fair wear and tear, and taking into account any repairs and improvements made by the Council during the term of the Tenancy.

“Improvements” means any alteration, or addition, to the Property such as:

- changes to our fixtures and fittings;
- changes to services to the Property, like the electricity and/or water supply;
- putting up any communications, satellite or television aerials;
 - **installing surveillance equipment and associated cabling and electrical supplies**
- any decoration to the outside of the Property;

- putting up a building of any type in the garden, altering the boundaries, or the cutting down and/or the removal of any trees;
- any structural alterations to the Property.

“**Permission**” means written confirmation from us that you can do something.

“**A breach of Tenancy conditions**” means not keeping to your obligations under the Tenancy Agreement.

TENANCY CONDITIONS

Your Responsibilities and Obligations

1.0 RENT - PAYMENT AND ALTERATIONS

- 1.1 You must pay the Rent to the Council on Mondays over 48 weeks in the year and must pay it in advance and you can do this by paying weekly, fortnightly, monthly or for a longer period if you wish. You must pay your rent on time using a method acceptable to us. Rent not paid by 5.00 p.m. on Thursday each week will be treated as in arrears. Additional Charges and Administration Charges are payable on demand from the Council within 28 days of receipt of such demand.
- 1.2 The Rent and Additional Charges are reviewed each year and as a result of this review we may change the Rent and Additional Charges. If we do, we will give you at least 4 weeks notice in writing of any changes to what you need to pay.

2.0 GENERAL CONDUCT AND RESPECT FOR OTHERS - NUISANCE AND HARASSMENT

- 2.1 If anyone lives with you or visits you at home, you are responsible for their conduct while they are there. You must not use, or let anyone else use, your home for immoral or illegal purposes, or to commit an offence that could lead to arrest.
- 2.2 You must not cause nuisance, annoyance, danger or distress to others by your own behaviour. You must also not let anyone who lives with you, or who visits you at home, behave in such a way that causes, or is likely to cause, nuisance, annoyance, danger or distress towards other residents, visitors or anyone carrying out lawful activities in the Locality.
- 2.3 You, anyone who lives with you or anyone who visits you at home, must not act in such a way that your, or their, behaviour could be considered harassment or anti-social to others. Behaviour that could be considered harassment or anti-social includes
 - abusive or intimidating behaviour
 - the use of racist or foul language
 - the use or threat of physical or verbal abuse
 - noise nuisance, including the playing of loud television, radio, music, instruments or household appliances, shouting, slamming doors or undertaking do-it-yourself work
 - motor vehicle nuisance
 - drug, alcohol or solvent related nuisance
 - environmental nuisance, such as littering, graffiti or fly-tipping,
 - nuisance from animals or
 - garden nuisance such as overgrown gardens, vermin, bonfires and rubbish.

- 2.4 You, anyone who lives with you or anyone who visits your home must not carry out or allow any racial harassment or

abuse, or cause anyone distress or nuisance due to their racial origin or colour, or any sexual harassment or abuse, or anything which causes distress or nuisance to anyone because of their religious beliefs, their gender, their age, any disability that they may have or their sexual orientation,

- 2.5 You must not inflict domestic violence, assault, threaten violence or use mental, psychological, physical, emotional, financial or sexual abuse against your partner, ex-partner or any member of your family whether living with you or not or anyone in your household.
- 2.6 You, anyone who lives with you or anyone who visits your home must not physically or verbally threaten, harass or abuse officers of the Council in the performance of their contractual or legal duties.

We may take legal action against any tenant found to have committed any such offence or who has knowingly allowed anyone he/she is responsible for to do so and this may involve eviction from the Property.

3.0 PROPER USE OF YOUR HOME

- 3.1 You must live in the Property as your only and main home. You must not leave it unoccupied for long periods and if you plan to leave the Property unoccupied for a period of over six weeks at any one time you must inform us in advance and provide us with an emergency telephone number for you or your representative. If you leave the Property unoccupied for a period in excess of six weeks but you have not previously informed us we may take action to end your Tenancy.
- 3.2 You must not sublet, take in lodgers or give up any part of the Property without our prior consent in writing. **Under no circumstances may you sublet the whole of the Property.**
- 3.3 You must not store in the Property any articles, liquid or gas that significantly increases the risk of fire or explosion, and you must use and store any liquid petroleum gas or paraffin only in limited quantities sufficient for reasonable domestic use and in accordance with the maker's instructions.
- 3.4 You must not allow rubbish or unwanted items to accumulate within the Property or the Common Parts in such a way that a health or safety risk may result and you must not allow such materials to deteriorate in such a way that causes nuisance or annoyance to anyone residing, visiting or otherwise engaging in lawful activity in the Locality.
- 3.5 You must not allow any obstruction to the access ways to the Property, block or estate such as paths, estate roads, corridors, landings, stairwells, stairs or fire exits by leaving out any prams, bicycles, plant pots, pet cages or any other objects.
- 3.6 You must not use your home, or the Common Parts, for any trade, business, profession or any purpose other than a private residence without our prior permission in writing.
- 3.7 You must not smoke or allow smoking in the Common Areas.

4.0 ACCESS TO YOUR HOME

- 4.1 You must let officers of the Council into your home to inspect its state of repair and to carry out work, safety checks, or disinfestations to the Property or adjoining properties.. We will contact you in writing, giving you reasonable notice of our proposed visit to arrange access for this purpose, save in cases of emergency where immediate access may be required. and will be provided by you. If such an emergency situation arises and you are not at the Property we may have to enter the Property in your absence and we may force entry into the Property if required.

5.0 YOUR DUTY OF CARE

- 5.1 You must tell us immediately if your home or the block where you live is damaged. You must also tell us about any defects, faults or problems likely to cause injury to people or damage to our property.
- 5.2 Any damage to the Property, Common Parts, or to the estate, which is the result of misuse or neglect by you, members of your household, visitors to your home, or your animals, must be repaired at your own expense. If we do the work for you, you will be charged for the costs.
- 5.3 You must keep your home and garden in a clean and satisfactory condition and must not, through neglect, allow damage to result. If there is a dispute about what standards are expected, our opinion is final.
- 5.4 We do not have to repair an item which is damaged as a result of your breach of tenancy conditions.
- 5.5 You must report to the Council any suspicions of any anti-social behaviour that you consider is occurring at the Property or the Common Parts or the Locality

6.0 REPAIRS WE ARE RESPONSIBLE FOR

The Council has certain legal obligations of repair. These obligations are complicated and may have qualifications attached, but they include the duty to:-

- 6.1 Keep in good repair the structure and exterior of the Property and the Common Parts
- 6.2 Keep in repair and proper working order the installations to the Property for the supply of water, gas, electricity and sanitation; room heating and water heating (if provided by us); the lift service where this is provided.
- 6.3 We will carry out the repairs which are our responsibility within a reasonable period and we will give priority to repairs which, in our opinion, are urgent.
- 6.4 Officers of the Council may refuse, in certain reasonable circumstances, to carry out the repairs you report. If this happens, you may ask for our reasons in writing.

7.0 REPAIRS YOU ARE RESPONSIBLE FOR

- 7.1 As a tenant, you are expected to carry out certain minor repairs and to keep the fixtures and fittings on the Property in Reasonable Condition, with an allowance for fair wear and tear. Full details of who is responsible for which type of repair, you or us, are given in your Repairs Handbook. A full list of these repairs can be provided to you on written request.
- 7.2 If we do any repairs to the Property which are normally considered your responsibility, you will be expected to pay the cost of this work and we may ask you to pay before the work is done.

8.0 MAJOR IMPROVEMENTS

- 8.1 If we have to do major improvements to your home which cannot be done with you living there, we will need you to move out. If this is on a temporary basis, we will give you a disturbance payment for the moves from and back to your home when we have finished the work. If we need you to move on a permanent basis, we will give you, in appropriate circumstances, a Home Loss Payment as well as the disturbance payment. These payments are calculated and regulated by law. **We will consult with you in connection with such improvement schemes prior to undertaking them.**

9.0 YOUR ALTERATIONS AND IMPROVEMENTS

- 9.1 If you want to make any **additions**, alterations, **replacements** or improvements to your home, you must have our **written** permission first. We will **not unreasonably withhold or delay our consent to such works** as long as you have the **relevant** Planning **Permission**, Building Regulation **Consent**, **Conservation Consent** or other appropriate **statutory or other** consent needed for the work you want to do.
- 9.2 We may give our permission for any work you ask to do, but we may expect you to meet certain conditions in carrying out the work. If you do not do the work agreed, or if you do not do the work to our satisfaction, or if you fail to meet any conditions made, we may withdraw our permission, **or charge you to complete the work to our satisfaction.**
- 9.3 Any work you do to the Property, including work for which we have given our permission, will not be maintained by us in the future unless we decide to do so. For full details about repairs, please see your Repairs Handbook.
- 9.4 **If you carry out additions, alterations, replacements or improvements without first obtaining our written permission then we may reinstate the Property and charge you the total cost incurred by us in returning the Property to its former condition together with an Administration Charge.**

10.0 GARDENS

- 10.1 You must keep your garden tidy. You must not allow the garden to become overgrown, **dangerous or hazardous** or used as an area where rubbish or unwanted items are allowed to remain and deteriorate. If there is a dispute about what standards are expected, our opinion is final.
- 10.2 You are not allowed to remove any boundary fencing, trees or hedges and you must not put up a greenhouse, garage, shed or other structure unless you have our written permission.
- 10.3 **If you do not keep your garden in accordance with the above requirements and the Council carries out work to it due to your neglect we will charge you for it together with an Administration Charge.**

11.0 ANIMALS

- 11.1 You are not allowed to keep any animal, bird, reptile or livestock of any kind in the Property without our written permission. **We will not give our permission for any animal, bird, reptile or livestock which we consider to be dangerous, harmful to health or a nuisance to other residents in the Locality.** We may cancel our permission at any time if we consider it appropriate to do so.
- 11.2 **You are responsible for any pets that you are allowed to keep or any that are brought on to the Property by anyone who lives with you or visits you. You must not let them cause any nuisance, annoyance or danger to anyone, or damage to the Property, Common Areas or the Locality**

- 11.3 You must maintain the boundaries around your home so that any animal for which you are responsible, does not stray or cause annoyance to other people.
- 11.4 You must not do or allow anything to be done which might encourage wild animals or birds on to the Property or Common Parts so as to cause a danger or nuisance to other residents or damage to the Property or Common Parts, including feeding or providing nesting materials.

12.0 PARKING - VEHICLES

- 12.1 You may park or keep a vehicle which is not bigger than 2.0 metres (6'6") high, 1.83 metres (6') wide and 4.8 metres (16') long, in a garage or on an area intended by us for parking. If a vehicle is bigger than this, we may give our written permission for parking in such areas as long as it is used for social and domestic purposes only. Please note: a road or pathway on the estate is not an area intended for parking.
- 12.2 You must not park any vehicle which is untaxed and/or unroadworthy in parts of the Locality intended by us for parking, other than **on an approved hard-standing to the Property, and then only so long as there is a properly constructed crossover from the road which has been approved by us in writing..**
- 12.3 You must not park vehicles or carry out a business in the repair or sale of any cars, caravans, boats or any other vehicle; trailers; plant; machinery or similar:
- on grass verges and open spaces that are not intended for parking,
 - in gardens, unless there is an approved hardstanding,
 - or on any land belonging to us, without our written permission.
- 12.4 You must not:
- repair or sell vehicles, or let others repair or sell vehicles, in a manner that causes nuisance or annoyance to neighbours or residents in the Locality,
 - carry out a business of any kind from your home or garage without our permission.

13.0 IF ONE JOINT TENANT LEAVES

- 13.1 If you have a joint Tenancy and one or more of the Joint Tenants wants to leave, they may give up their rights and obligations under this Agreement by completing a Deed of Assignment. Everyone who is on the Tenancy Agreement must sign this, in the presence of a witness. It will end the legal interest in the tenancy previously held by the person who is leaving. The assignment does not change the rights and obligations of that tenant before the Deed of Assignment is completed. Assigning the Tenancy in this way is seen as a succession - please see the section "If the Tenant dies" in your Tenant Handbook.

14.0 ENDING YOUR TENANCY

- 14.1 You can end your Tenancy on the Monday of any week by giving us at least 4 weeks notice in writing. If you give us less than 4 weeks notice, we may charge you full rent to cover the shorter notice. If you have a joint tenancy one, or both, of you can end the tenancy. **All Rent and any Additional Charges shall be payable for the period of the notice.**
- 14.2 If you need to write to us at any time, please use this address:
- Housing Services,
Gosport Borough Council,
Town Hall, High Street,

Gosport, Hampshire, PO12 1EB.

- 14.3 If you do not leave the Property in a reasonable condition when you move out at the end of your tenancy, we may charge you the full cost of any cleaning or repair we have to do as a result.
- 14.4 The Council will charge you for the total cost of any of the following work (if applicable) together with an Administration Charge when you leave the Property:-
- removing or correcting any unauthorised alterations or improvements and making good all resulting damage
 - repairs that you have not carried out in accordance with the terms of this Tenancy or the Repairs Handbook or replacement of items due to loss, damage or neglect
 - the removal of any rubbish or items or personal effects left at the Property
 - damage caused by you, any member of your household, any lodger or sub-tenant or any visitor
 - cleaning the Property or clearing its garden if not left in a Reasonable Condition
- 14.5 You must return all keys to the Property, including those to the front door, communal doors, windows, door entry cards and keys of any shed or garage, to us at the Town Hall no later than noon on the last day of the Tenancy. If keys are not returned by that time, a further full week's rent will be charged. You will also be charged a full week's rent for any further week(s), or part of a week, that the keys are not returned.
- 14.6 You may be charged the cost of changing locks if you do not return keys to us for the Property, shed, or garage; window or other locks.
- 14.7 If a situation arises where we need to terminate a tenancy, we will serve a 'Notice to Quit' or 'Notice of Seeking Possession' on the tenant specifying the grounds on which we are seeking possession. The notice we serve shall be properly, that is legally, served if it is:
- hand delivered to the Tenant, or
 - addressed to the Tenant and left at the Property, or
 - sent by post addressed to the Tenant at the Property.
- 14.8 Your Tenancy can also be ended by order of the County Court where we seek possession on any of the grounds in Schedule 2 of the Housing Act 1985 (as amended). In summary these are:-

Part 1

Grounds on which a court may grant possession, if it considers it to be reasonable:

Ground 1.

Arrears of rent or a breach of tenancy condition(s).

Ground 2.

Nuisance or annoyance to neighbours, or conviction for using the Property for immoral or illegal purposes.

Ground 3.

Damage or neglect of the Property by you or anyone living with you (if you have not taken reasonable steps to remove the person who caused the damage).

Ground 4.

Damage to furniture that we have provided for your sole use or in communal areas (such as in sheltered housing).

Ground 5.

Obtaining a tenancy by fraud.

Ground 6.

You must not make or receive a payment to another person for an assignment by exchange.

Ground 7.

Where:

- you are a Council employee, granted the tenancy on the basis of your employment; and

- the Property is within the boundary of, or part of, a building held mainly for purposes other than housing; and
- you have behaved in a way that, taking into account the main use of the building, means it would not be right for you to continue to live there.

Ground 8.

You were living in temporary accommodation, while work was carried out on your main home; and:

- a) you were a secure tenant of the previous accommodation; and
- b) you took the temporary tenancy on the understanding that on completion of the work you would move back to your main home and you have not moved back; and
- c) the work has been completed and the Property is available.

Part 2

Grounds on which a court may order possession if suitable alternative accommodation is available:

Ground 9.

The Property is statutorily overcrowded (meaning that the legal limits have been broken).

Ground 10.

We need the Property empty to:

- a) carry out repairs; or
- b) demolish or reconstruct the building or part of it.

Ground 11.

This relates to landlords who are charities and does not apply to the Council.

Ground 12.

Where:

- you rent the Property as part of your employment; and
- it is within the boundary of a building generally used for purposes other than housing; and
- the employment has ended and we need vacant possession to house another employee.

Ground 13.

The Property is specially adapted or has special features substantially different from ordinary houses or flats, making it suitable for a disabled person; and

- a) a disabled person no longer lives there; and
- b) we need the property to let to another disabled person.

Ground 14.

This relates to housing associations or trusts and does not apply to the Council.

Ground 15.

The Property is designated for a special needs group, and there is no longer a person with special needs living there, and we need the Property to relet to someone with these needs.

Ground 16.

A family member (not the husband/wife or partner) has succeeded to the tenancy, and the accommodation is larger than the new tenant needs. However, we would take into account the age of the tenant and how long they have lived there. In these circumstances we must serve the notice more than 6 months but less than 12 months after the death of the previous tenant.

15.0 WORKS IN DEFAULT

15.1 If the Council has to take action against you as you have not carried out works to the Property in accordance with the terms of this Tenancy Agreement, the Council may have to apply for and obtain an injunction or other order from the Courts to either ensure that you carry out the works or to obtain access to the Property to undertake such works in default. If it has to take such action it will charge you the costs of any such works and also all relevant Court costs together with an Administration Charge.

16.0 INSURANCE

16.1 We will insure the Property, and the building if you live in a block, including our own fixtures and fittings. It is your responsibility to insure the contents and personal possessions in your home.

17.0 VARIATION ON TERMS OF TENANCY

17.1 We may change the terms of this Tenancy Agreement. **However, we shall give you at least 28 days prior notice in writing of any proposed changes and will consider your views.**

18.0 GENERAL SERVICE TO OUR TENANTS

18.1 We will provide a housing management service to our tenants and information on all aspects of tenants' welfare including:

- Rent Accounts;
- Conditions of Tenancy and Estate Management;
- Housing Benefits;
- Advice about the Council's service to the public as well as telephone numbers and addresses of all Councillors and local Members of Parliament.

19.0 ACCESS TO INFORMATION

19.1 We will let you see the information we keep on file about you, members of your household or the Property (including any application which you have made for re-housing) if you ask to see it. The Data Protection Act 1998 **(Subject Access Request Provisions)**, Access to Personal Files (Housing) Regulations 1989, and any subsequent regulations or legislation, will guide your access to such information. Information will be made available at reasonable times and if you ask for any documents we will provide copies for a reasonable charge.

19.2 If you disagree with something in a Council document, you have the right to add your version to the document.

19.3 You will not be allowed to see:

- casework reports from social workers and welfare officers;
- complaints from other tenants and neighbours;
- documents about relationship disputes where people, apart from those directly involved, give information;
- medical information given to the Council in confidence;
- any other information not available under the Data Protection Acts **Subject Access Rights.**

19.4 The Council and the Tenant agree to comply with the provisions of The Freedom of Information Act 2000 ("FOIA") and any amendment thereof and in particular that the Council may be required to provide information relating to this Tenancy Agreement to a person in order to comply with its obligations under the FOIA.

20.0 CONSULTATION

20.1 We must consult you about important changes in the management of your home. We will always try to use the right method to consult and encourage tenants to get involved in discussion about any proposals dealing with housing management issues, except for rent levels and charges, which may have a significant effect on all tenants or a group of them.

20.2 When we have finished a consultation exercise, we will use the results to continue to improve the service we give you and we will make the results available for anyone to see.

21.0 TENANTS' RIGHTS

21.1 Legislation provides you with certain rights that exist independently of the Tenancy Agreement. These include: security of tenure, the right to buy your home, the right of succession, the right to consultation, the right to sublet part of your home or to have a lodger. Some have been explained earlier in this document. For information about the others please see your Tenant Handbook.

You must not make, or let anyone else make on your behalf, any false statements to us about any aspect of your Tenancy. You must tell us of any material changes in your circumstances which may affect your right to continue to occupy the Property - if you do not do so, you may risk losing your Tenancy.

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.

The Council and the Tenant(s) agree that except in relation to Clause 3.2 (assignment) and Clause 13.1 (succession) the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. This means that apart from the succession and assignment provisions none of the terms of this agreement can be enforced by any other person.

If you have any problems or queries concerning this agreement please discuss them before signing. You may raise these issues with a Council Officer or you may wish to get independent advice from a solicitor or a local Citizens Advice Bureau.

I/We have read and understand the terms and conditions of this Tenancy Agreement.

Date:

Name of Tenant:

Signed:

Name of Tenant:

Signed:

Name of Tenant:

Signed:

If this is a joint tenancy both or all tenants should sign.

Signed:

on behalf of Gosport Borough Council.

Dated: **20**

Gosport Borough Council is committed to equal opportunities for all.

If you need this document in large print, on tape, in Braille or in other languages, please ask.

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