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GOSPORT
Borough Council

Housing Services

Flexible Tenancy Agreement

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Flexible Tenancy Agreement

Under Section 154 of the Localism Act 2011

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

Name: _____ (The Tenant)

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

FLEXIBLE TENANCY DETAILS

Address of the Property: _____

Start date of the Tenancy:

Start date of the Tenancy / /

End date of the Tenancy / /

Rent at start of the Tenancy: _____

Additional Charges: _____

Total Payable: _____

***Please read this agreement and sign.
Remember if this is a joint tenancy both or all Tenants must sign.***

NOTE TO THE TENANT

This is a Flexible Tenancy Agreement under Section 154 of the Localism Act 2011. Your rights and obligations and ours under the Agreement are set out below. If there are joint tenants each tenant will be responsible for complying with the conditions of this Agreement.

The Agreement gives you the right to live in the property for a fixed term from the Agreement Start Date as set out above to the Tenancy End Date, again set out as above. The length of the Agreement is also set out and you will have the right to occupy the property during such fixed term. We will only interfere with this right and take court action for a possession order to evict you if one of the following applies:

1. You break the conditions of this Agreement, although we may first take action to force you to comply with the conditions.
2. We build or adapted the Property for a person with a disability or special needs and you no longer need that type of property and we need it for someone who does have a disability or special needs.
3. You find another home or stop using the Property as your main or principal home.
4. You have given us false or misleading information to obtain the tenancy of the Property.
5. You refuse to give us access to the Property to undertake a safety inspection of the gas appliances at the Property.
6. We need possession of the Property for redevelopment or to undertake major repairs and we cannot do this unless you move out, although this is the case we will offer you suitable alternative accommodation.
7. There is any other reason under

The Housing Acts 1985 and 1996, the Localism Act 2011 or any other law which may lead us to recover possession of the Property, including but not limited to, an action for possession of the Property in the County Court on any of the grounds in Schedule 2 of the Housing Act 1985 (as amended) as summarised at the end of this agreement.

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.

“Additional Charge” means a service charge and other charges relating to the Property which are not Rent.

“Administration Charges” means payments charged by the Council to cover its costs in dealing with the management of the Property and the Common Parts, for example to deal with breaches of this Tenancy.

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

“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.

“Domestic Abuse” Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family



members regardless of gender or sexuality. This can encompass, but is not limited to psychological, physical, sexual, financial and emotional abuse. This definition includes so called 'honour' based violence.

"Flexible Tenancy" is granted under Section 154 of the Localism Act 2011. As a Flexible Tenant you have tenancy for a fixed period and that will usually be for 5 years. This differs from a standard secure council tenancy which can last indefinitely. At the end of the fixed period the Council may decide to:

- offer you another fixed-term tenancy
- offer you a secure tenancy
- not renew your tenancy

We will explain the reasons if they decide not to renew your tenancy and give you a chance to challenge the decision. As a Flexible Tenant you can still:

- rent out rooms - but you can't sub-let the whole property
- buy your property through the Right to Buy scheme
- swap your home with another council or housing association tenant - with the council's permission
- transfer your tenancy to someone else in some circumstances

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

"Improvements" means any alteration, or addition, to the Property, examples are:

- undertaking electrical work or making any alterations to the water electric or gas supply or to heating systems
- installing a kitchen, bathroom or shower or installing ceramic or laminated flooring in a flat or maisonette above ground floor
- carrying out any structural alterations

either internally or externally including the building of a conservatory, extension or out-building

- changing our fixtures and fittings or installing water meters, water butts, cat flaps, satellite dishes or telecommunication cables or cladding or works to improve the energy efficiency of the Property

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

"Lodgers" A lodger is someone who lives in your home but does not have exclusive right to any one part of it. They pay a rent and also get some sort of service from you, such as cooking or cleaning. To take in lodgers you do not need our permission, but you must not overcrowd your home. Please inform us if you do decide to take in a lodger. You cannot have a lodger if you have an Introductory or Demoted Tenancy. Remember having a lodger may affect your entitlement to certain welfare benefits (also see Sub-let/sub-tenant).

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

"Permission" means written confirmation from us that you can do something.

"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.

"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.

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

“Sub-let/sub-tenant” Sub-letting means that someone pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning and have a secure bedroom. To sub-let, you must get our written agreement first. You cannot have a sub-let if you have an Introductory or Demoted Tenancy and you cannot overcrowd your home. Remember having a sub-tenant may affect your entitlement to certain welfare benefits. **You must not sub-let the whole of the property** (also see “lodger”).

“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.

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

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

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

FLEXIBLE 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**; 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 within the week in which they arise and are payable using a method acceptable to the Council, and by previous arrangement with the Council these charges can be paid by fortnightly or monthly payments.

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 You are responsible for the conduct of anyone that lives with you or visits you at home. You must not use, or let anyone else use, your home for 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 not let anyone who lives with



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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 music, television, radio, 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
- 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 abuse

whether; assault, threats of 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.

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 duties including their contractual or legal duties.

2.7 We will 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; if you plan to leave the Property unoccupied for a period of over four weeks at any one time you must inform us in advance and provide us with an emergency telephone number for you or your representative, and advise us when you intend to return to the property. If you leave the Property unoccupied for a period in excess of six weeks and you have not previously informed us we may take action to end your Tenancy.

3.2 You may take in lodgers but must not sublet 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.** (see Section 22 of this Agreement)

3.3 You must not store in the Property any articles, liquid or gas that significantly

increases the risk of fire or explosion, use and store any liquid petroleum gas or paraffin 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. You must not allow such materials to deteriorate in such a way that causes nuisance or annoyance to anyone residing or visiting 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.
- 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 If you wish to run a business from your home, you should apply in writing to us for permission. Permission will not normally be refused provided the business complies with Planning, and Health and Safety Regulations and, in the Council's view, would not cause a nuisance to other residents. If you have not had our permission to run a business from the Property and we find you are doing so, we may ask you to stop. We can withdraw our permission if we believe your business causes a nuisance and we will take legal action if necessary.
- 3.8 You must not smoke or allow smoking in any internal communal areas of blocks and sheltered schemes.

4.0 ACCESS TO YOUR HOME

- 4.1 You must let officers of the Council into your home to inspect its state of repair; to carry out work, safety checks, disinfestations or improvements to the Property or adjoining properties. We will contact you, giving you reasonable notice of at least 24 hours of our proposed visit to arrange access for this purpose; apart from cases of emergency where immediate access may be required. In such an emergency and you are not at the Property we may force entry in your absence and enter the Property if circumstances are believed to warrant such action.
- 4.2 In the event that you do not permit access to the Property for an annual gas safety inspection, disinfestations, repairs or improvements the Council may recharge you any reasonable costs that it may incur in obtaining an injunction or a warrant of entry to undertake such works as required. We may also require access to undertake an annual Property health check.

5.0 YOUR DUTY OF CARE

- 5.1 You must tell us 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 recharged the cost of the work and administration charges.



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.

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 are given in your Repairs Handbook. A full list of these repairs can be provided to you on 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 completed.

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 You must have our written permission first if you want to make any additions, alterations, replacements or improvements to your home. 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.

A list of works is given in Common Terms used in this agreement under "Improvements" at the beginning of this Agreement. Further information on what constitutes an improvement requiring permission is available in the tenants' handbook

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 do not do the work to our satisfaction, or 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 must have our written permission before you remove any boundary fencing, trees, hedges or put up a greenhouse, garage, shed or other structure.

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 then we will charge you for it together with an Administration Charge. We will give you advanced notice if we propose to undertake such work.

10.4 You must not plant or allow to be planted any tree within 5 metres of the Property without our express permission. You must not in any event plant the following varieties of trees and shrubs;

- Cherry laurel (*Prunus laurocerasus*)
- False acacia (*Robinia pseudoacacia*)
- Fallopia japonica (commonly called Japanese Knotweed) and *Kerria japonica*
- Leyland cypress (*Cuprocyparis leylandii*)
- Poplars (*Populus* spp.)
- Sumach (*Rhus typhina*)

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 encourage wild animals or birds on to the Property or the 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.
- 11.5 You must not keep animals in the Property or any part of it for the purposes of breeding, commercial gain or any illegal purposes.

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 not roadworthy 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 Property 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 and the other Joint Tenant agrees, 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. If a Deed of Assignment is not completed when a Joint Tenant leaves; all parties will remain obligated by the terms of the agreement including payment of rent. You are advised to seek legal advice prior to entering into a deed of assignment.

- 13.2 You are not permitted to assign your flexible tenancy in any other way except in the following cases:-
- you exchange your home with another Council or housing association tenant (although we may refuse our consent to such a proposed exchange by you in certain circumstances such as in you have rent arrears or the other property is not suitable for your needs)
 - an assignment made under a Court order
 - an assignment to someone who would be qualified to succeed the tenant if the tenant died immediately before the assignment.

14.0 SUCCESSION

- 14.1 If the tenant dies during the flexible tenancy and is survived by a spouse or civil partner, and they are living in the Property and their only or principal home at the time of the tenants death, the spouse or civil partner will be qualified to succeed to the flexible tenancy unless the Tenant themselves succeeded the flexible tenancy, or the tenant was originally a joint tenant but is now a sole tenant, or the Flexible Tenancy was assigned to her/him.

15.0 ENDING YOUR TENANCY

- 15.1 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. You are advised to seek the advice of an officer of the Council or independent legal advice prior to giving notice to end your tenancy if doing so may adversely affect other residents at the Property.
- 15.2 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.
- 15.3 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.
- 15.4 If applicable the Council will charge you for the total cost of any of the following work 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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). These grounds are summarised at the end of this agreement.

REVIEW OF YOUR FLEXIBLE TENANCY

15.9 As this is a Flexible Tenancy Agreement we will begin to review it at least 12 months before it is due to end. We will write to you and tell you the result of this review. If your circumstances, or those of anyone in your household, have not changed significantly over the course of the fixed term we will renew the Flexible Tenancy for a further fixed term unless one of the following circumstances apply:-

- the property has become larger than you or your current family need or it has become overcrowded
- your household income has risen so that it exceeds the level as set out in Council policy for Council housing
- the Property has special adaptations that you or your family no longer need
- your rent account is in arrears and shows a pattern of arrears over the last twelve months
- you have breached the terms of this flexible tenancy and we have served a notice seeking possession of the Property
- we intend to demolish, redevelop or dispose of the Property within the next five years

15.10 If we decide not to renew your Flexible Tenancy Agreement we will give you at least six months' notice of our decision and that the fixed term is coming to an end. We will set out clearly that we will not be offering to grant you another tenancy and why we have reached this decision. We will send out a second notice at least 3 months prior to the date that the Flexible Tenancy is to end.

15.11 You have the right to request a review of our decision not to renew your Flexible Tenancy within 21 days but only because it does not comply with our published tenancy policy. Please make such a request to The Housing Services Manager. The review will be conducted by an officer who is senior to the officer who took the original decision not to renew your flexible tenancy and who was not involved in that decision. This review will be carried out before any possession proceedings are issued against you by us. Only one review of our decision can be requested.

15.12 If the review is either not requested or is unsuccessful we will commence proceedings in the County Court for possession of the Property.

16.0 WORKS IN DEFAULT

16.1 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, they may have to 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.

17.0 INSURANCE

17.1 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.

18.0 VARIATION ON TERMS OF TENANCY

18.1 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 we will consider your views.

19.0 GENERAL SERVICE TO OUR TENANTS

19.1 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.

20.0 ACCESS TO INFORMATION

20.1 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. Your access to such information will be guided by the Data Protection Act 1998 (subject access provisions), the Freedom of Information Act 2000, the Environmental Information Regulations 2004, and any subsequent regulations or legislation. Information will be made available at reasonable times and if you ask for any documents we will provide copies for a reasonable charge.

20.2 If you disagree with something in a



Council document, you have the right to add your version to the document.

- 20.3 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 subject access provisions in the Data Protection Act 1998.

20.4 The Council has a legal duty to comply with the provisions of the Freedom of Information Act 2000 ("FOIA") and may be required to provide information relating to this Tenancy Agreement to a person in order to comply with its obligations under the FOIA.

21.0 CONSULTATION

- 21.1 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.
- 21.2 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.

22.0 TENANTS' LEGAL RIGHTS AND OBLIGATIONS

- 22.1 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.
- 22.2 Under **no** circumstances may you sublet the whole of the Property; to do so may be an offence under the Prevention of Social Housing Fraud Act 2013 and you may be liable to prosecution. Your right to this tenancy and the below market rent payable by you is dependent on this and each time you pay your rent you are deemed to have complied with this clause.
- 22.3 You must not carry out or commit any fraud related to the occupation of the Property. Examples of tenancy fraud include; subletting the whole of the Property whether for profit or not or not telling us the truth about your circumstances prior to us granting you the tenancy. As a result of committing tenancy fraud you will be at risk of losing your tenancy and may also be liable to prosecution.
- 22.4 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. You are

also obliged to tell us if you no longer occupy the property. You may be liable to prosecution if any criminal offences have been committed in relation to your Tenancy.

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.

The Council and the Tenant(s) agree that except in relation to Clause 22.1 (succession) and Clause 13.1 (assignment) 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.

SUMMARY OF GROUNDS FOR POSSESSION

The Housing Act 1985

Section 84A

The Housing Act 1985

Section 84A: Absolute ground for possession for anti-social behaviour. You or a person you are responsible for under the tenancy agreement:

- Are convicted of a serious offence such as an offence involving violence or drugs that occurred at the property or in the locality of the property

Or

- Are found by the Court to have breached a term of an Anti-Social Behaviour Civil Injunction or Criminal Behaviour Order or Community Protection Notice or Abatement Notice that occurred at the property or in the locality of the property

Schedule 2 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 GBC officers / contractors; or conviction for using the property for illegal purposes.

Ground 2A;

The spouse or civil partner of the Tenant has left the property because of violence or threats of violence by the other.

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 by not telling us the truth about your circumstances or committing tenancy fraud once your tenancy is agreed. This includes, but is not limited to; subletting the property whether for profit or not, nor making false applications for a joint tenancy to be created.



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.

Schedule 2 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.

STATEMENT

I/We have read this Flexible Tenancy Agreement and the rights and obligations contained within it and accept the Tenancy on the terms and conditions set out above.

I/We will let you know immediately of any change in circumstances which may affect the Tenancy.

I/We understand that the Council may make further checks to verify information given to secure this offer of a tenancy, and for the duration of the tenancy, as allowed by the law.

If false or misleading information has been provided in order to gain this Tenancy I/we understand that this may mean that I/we may lose our home and/or be liable to prosecution.

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: / /

FOR INFORMATION ONLY



USEFUL NUMBERS

Gosport Borough Council

023 9258 4242

www.gosport.gov.uk

Email: housingofficersgroup@gosport.gov.uk

Planning - Enquiries/Applications/ Enforcement notices

023 9254 5483/5382

Building Control - General Enquiries

01329 824 823

Jacobs Well Centre

023 9258 3050 or Freephone 0808 145 0855

Citizens Advice Bureau (CAB)

023 9252 0112 or 0344 477 2232

www.adviceguide.org.uk

Gosport Voluntary Action (GVA)

023 9258 3836

Homeserve (GVA)

023 9260 1314 or 023 9250 3871

TV Licensing

0300 790 6144

Hampshire Police: 101

Gosport Borough Council

Confidential Fraud Hotline

023 92 545 355

Public Services

www.direct.gov.uk

MAIN SUPPLIERS OF GAS AND ELECTRICITY IN THE GOSPORT AREA (OTHER PROVIDERS ARE AVAILABLE);

Southern Electric

0800 980 2475

British Gas

0800 048 0202

Scottish Power UK PLC

0800 027 0072

FOR INFORMATION ONLY

Gosport Borough Council is committed to equal opportunities for all.

If you need this document in large print, on tape, CD, in Braille or in another language, please ask.

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GOSPORT
Borough Council