



Medway Council Housing Services

Flexible Tenancy Agreement

Granted pursuit to Part IV and sections 107A – 107E of the Housing Act 1985.

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**Definitions**

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| Anti-social behaviour | Behaviour or conduct that is causing or likely to cause nuisance, annoyance, harassment, alarm, or distress. |
| Assign / Assignment | A method of transferring your tenancy to someone else, including by way of mutual exchange with another tenant. |
| Communal areas | This includes all parts of the property which all tenants share, for example, shared stairwells, hallways, and landings, communal lounges, laundry and kitchens as well as shared gardens, paths and walkways, bin areas and car parking. |
| The Council | Medway Council; also includes officers of the Council and agents or contractors acting on the Council’s behalf. |
| Family member | This definition is that set out in the Housing Act 1985. |
| Fixtures and fittings | All appliances and furnishings (not removable furniture) including those for supplying or using gas, electricity, and water. |
| Introductory tenancy | An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. An ‘Introductory Tenant’ is a tenant under an introductory tenancy and the ‘introductory period’ is the duration of the introductory tenancy (usually one year but this can be extended) |
| Lettings Policy | Medway Council’s allocations scheme setting out how it lets its homes. This is available on the website. |
| Lodger | A lodger is a person who lives in your home but does not have exclusive rights over any part of it. |
| Neighbourhood or Locality | The local area where you live, for example, Twydall. The area will include property that is privately owned or rented property and may also include local shops, and facilities such as schools and open spaces. |
| Personal property | All personal items that belong to you or a member of your household including curtains, furniture, and floor coverings. |
| The property / your home | The dwelling house, flat, maisonette, or other dwelling in which you live including any garden or land which is for your use exclusively but excluding any communal areas. |
| Secure tenancy | A secure periodic weekly tenancy granted under the Housing Act 1985. A “secure tenant” and other similar terms should be construed accordingly. This includes any tenant on a ‘flexible fixed term’ tenancy. |
| Serious offence | An offence listed in Schedule 2A of the Housing Act 1985. |
| Sub-let / Sub-tenant | Letting another person (called the sub-tenant) live in all or part of your home. You are not allowed to sub-let all your property. |
| Succession | When a tenant dies, and either the existing tenant or someone else living at the property, such as a spouse or family member, takes over the tenancy. |
| Tenancy Agreement | The agreement which is a legally binding contract. It consists of this booklet and your signed agreement. |
| Tenant Handbook | A handbook containing useful information for tenants (such as contact telephone numbers) but which does not form part of this tenancy agreement. |
| Terms and Conditions | Any or all of the sections of this tenancy agreement. |
| Written permission | Confirmation in writing from the Council giving you permission to do something. Any permission sought will not be unreasonably withheld but may be given subject to reasonable conditions and may be withdrawn if those conditions are not met. Permission must be given in writing to be valid permission. |
| You/tenant | The tenant and if you are a joint tenant, any one or all of the joint tenants. |
| Your household | You, your family, and any other people living in your home including any adult family members, other adults, children under 18 years old, lodgers, sub-tenants, and visitors to your home. |

# **Introduction**

**1.1** This tenancy agreement is a legal contract which describes the terms and conditions of your tenancy and your rights and responsibilities as a tenant. It contains the obligations which both you, the tenant, and the Council must keep. If there is anything you do not understand within this document, please contact the Council, or seek legal advice before you sign this contract.

**1.2** This tenancy agreement is for a flexible tenancy under the terms of the Housing Act 1985.This means it is a secure tenancy for a fixed term up to 5 years which will be identified on the signing page of this agreement. During this period the tenant has most of the same rights as a secure tenant, including security of tenure. After the period, unless the Council grants a further tenancy, the Council can recover possession of the property in accordance with Section 107D of the Housing Act 1985.

**1.3** It is important that you understand that breaking any of the terms or conditions of this agreement could result in the Council taking enforcement action against you. This could ultimately result in the termination of your tenancy and the loss of your home.

**1.4** Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.

**1.5** The Council can vary the terms of this tenancy agreement but must follow the procedures laid down in the Housing Act 1985. This requires the Council to consult with you and give you the opportunity to comment on any proposed changes. The Council must serve on you a notice of variation at least four weeks before the new tenancy terms take place.

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

* You know is untrue.
* You thought could be untrue.
* Involves you in any way supplying information which may deceive an officer of the Council or its agent in allocating you this property.

**1.7** The Council may take legal action to obtain possession of your home in any such circumstance and/or you may be prosecuted.

**1.8** You must give us written permission for someone to act on your behalf. You can do this using our Consent to Act on a Tenant’s Behalf form which you can request from your Housing Officer.

**1.9** For more information about Medway Council tenancies please refer to the Tenants Handbook and [our website.](http://www.medway.gov.uk/counciltenants)

# **Your Rent**

**2.1** The term ‘rent’ includes the weekly rent, service charges and any other weekly charges due for the property.

**2.2** When you sign the tenancy agreement you will be required to pay two weeks rent in advance.

**2.3** Your rent is due every week from the date at the beginning of the agreement and must be paid in advance. If you prefer to pay fortnightly or monthly, you must still make sure that you pay your rent in advance.

**2.4** If you believe you are entitled to Housing Benefit, Universal Credit, or any other financial support in paying your rent, it is your responsibility to claim this. You must ensure that you provide all the information requested to process your claim and that you notify the relevant authority of any change of circumstance as required.

**2.5** The Council may increase or decrease your rent and any other charges from time to time. You will be notified in writing at least four weeks before any change.

**2.6** If you are joint tenants, each of you are responsible for all the rent, other charges and for any rent arrears. The Council can recover all rent, other charges and any arrears owed for your tenancy from any individual joint tenant.

**2.7** If you are having any difficulty in paying your rent, you, or someone acting on your behalf, must inform the Council immediately.

**2.8** If you do not pay your rent, or persistently pay it late, the Council may apply to the Court for a possession order that may result in the termination of your tenancy and the loss of your home through eviction. The Council may request, through the Court, that any legal costs incurred in making an application to the Court are paid by you.

**2.9** If any money is to be paid to you by the Council as your landlord, for example, as compensation for damage, the Council reserves the right to deduct any monies owed by you to the Council including rent arrears or outstanding Court costs.

**2.10** If your rent is not paid, you may not be eligible for services such as the handyman service.

# **Your Home**

**3.1** You must use the property as your only or principal home. The Council may criminally prosecute tenants who undertake any form of social housing tenancy fraud. You must advise the Council of any legal proceedings that may affect your right to occupy the property, for example matrimonial or criminal proceedings.

**3.2** The Council may conduct periodic home visits. If requested by the Council, you must provide access to the property and proof of your identity and the identity of any other household members. You must also provide proof that you are living in the property as your only or principal home.

**3.3** If you cease to occupy the dwelling as your only or principal home your tenancy will cease to be secure. In these circumstances, the Council will serve upon you a notice to quit and then take proceedings for possession of the dwelling. It will only be necessary for the Council to prove that the contractual tenancy has been ended.

**3.4** You must tell the Council if you will be away from your home for more than 28 days. If you plan to be away for longer than this time you will need to notify us in writing of the dates of your absence and the name and contact details of a nominated key holder in case of emergencies.

**3.5** You must take all reasonable measures to ensure that whilst away from your property for any period that the property is adequately secured to prevent unwanted access. You must ensure that the property is always heated adequately and that the water is turned off at the mains if you will be away for a long period during cold weather. You must also make proper arrangements for the care and welfare of any animals at the property. Failure to do so could result in you being recharged for any remedial works or any costs incurred for the welfare of any animals.

**3.6** You agree that the Council can enter the property (whether you have been away from home for 28 days or more) where it reasonably appears that you have abandoned the property.

**3.7** You agree that if following inspection of the property, it still appears to the Council that you have abandoned the property the Council may change the locks and take any other appropriate action to protect the property and may dispose of all personal possessions found in the property in accordance with section 8.6 of this tenancy agreement. You also agree that you will accept any liability to any other person for the loss of any possessions belonging to such a person and disposed of by the Council following your abandonment.

**3.8** You must not allow additional occupiers to move into your home where this would result in overcrowding under the Council’s letting policy. This does not apply to overcrowding arising from the natural growth of the family or a family reunion.

**3.9** You have the right to take in lodgers. A lodger is someone who lives in the property but does not have exclusive possession to anyone part of it. Although you do not need permission to take in lodgers you must inform your Housing Officer if you do so. You must notify any relevant authority that administers any welfare benefits you are claiming. You are responsible for making a lodger leave if you want to end the arrangement.

**3.10** You have the right to sublet part of your property, but you must first obtain the Council's written agreement. Sub-letting means that someone pays you rent to have exclusive possession of part of the property. You must not sublet the whole of the property. If you sublet the whole of the property, you will lose your security of tenure and the Council may seek repossession of your home and prosecute under the Prevention of Social Housing Fraud Act 2013. You must not advertise the whole of your property as available to occupy or rent.

**3.11** You or any members of your household must not run a business from your home without the Council's written permission. The Council will not refuse permission unreasonably unless the business would cause a nuisance to your neighbours or contravene planning regulations. If permission is granted but your business does cause a nuisance or any damage to property or communal areas permission may be revoked.

**3.12** You must not hold or permit any sale or auction at your home or on the common areas without prior written permission from the Council.

## **Pets**

**3.13** You or any member of your household or visitors must not keep or allow any animal in or near the property unless this is permitted by the Council’s Pet Policy, and you have prior written permission from the Council. Permission will not be given to keep or allow certain types of animals. Permission will cease when the animal passes away and you will need new permission for any new pets.

**3.14** You must keep the number of pets at or below the permitted number of cats and/or dogs allowed by the policy, or the reasonable number of other pets agreed in writing by the Council. Where permission is given, this is on condition that pets are neutered and micro-chipped, where legally required. Dogs must be micro-chipped, and information kept up to date as required by the Microchipping of Dogs (England) Regulations 2015. From June 2024, The Microchipping of Cats and Dogs (England) Regulations 2023 will come into effect, it will be compulsory to also have your cat microchipped. Permission may be withdrawn by the Council without notice if the animal causes a nuisance or annoyance.

**3.15** You or any member of your household are not permitted to allow the breeding of any animals in your home or to run a business breeding, selling, or advertising the sale of animals in or from your home.

**3.16** You or any member of your household are not permitted to use any animals for fighting or other unlawful purposes.

**3.17** Dogs and other pets are not permitted to enter, visit, or live in properties that do not have a sole use of a garden or blocks with a common entrance other than an animal recognised as an official support companion and where written permission has been given by the Council for blocks where dog ownership is permitted within our pet policy.

**3.18** Dogs listed as banned under the Dangerous Dogs Act 1991 will not be permitted at your home, including XL Bully Dogs from February 2024. If you owned a dog, prior to April 2024, that has the required exemption and you have registered the dog with Medway Council Housing Services and received permission from us, you may keep the dog as long as you follow all legal requirements and requirements within the pet policy. Medway Council will flag properties with a banned breed on our database to ensure officers/contractors are aware.

**3.19** Dogs must be accompanied by you or another responsible adult and kept on a lead when in communal areas. Dogs are not allowed within communal play park areas. You must not tether or chain any animal while leaving them unattended other than for very short periods and dogs must never be tethered or chained in communal areas. You must not allow dogs to stray, and you must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) relating to dogs that may be in force.

**3.20** You must comply with the terms of the Control of Dogs Order 1992, whereby dogs in public places are required to wear a collar with identification attached to it, including the owners name and address.

**3.21** Any animal at your home must not cause or be likely to cause a nuisance, annoyance, or disturbance to neighbours or others lawfully in the locality of your home. Examples of this include, but are not limited to, fouling in common areas, straying, barking, or causing other noise, creating an offensive smell, harming people or other animals, or animal waste not being cleared.

**3.22** You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor, or agent of the Council or other lawful visitors to your property from gaining access to your home and that all animals are kept under control to allow such access. If requested, the animal should be removed from the work area to a secured room or garden.

**3.23** You or any member of your household must not leave any animal in your home without proper arrangements being made for its care or welfare when you are away from home. You or any member of your household must not leave any animal in your property when you move out of your property.

**3.24** You agree in any cases where it appears that an animal has been left in a property without proper arrangements made for its care or welfare, or where it appears you have left an animal in the property once you have moved out, then the Council may gain entry to your property using the Council’s emergency access provisions.

**3.25** In cases of cruelty to animals or where there is a breach of tenancy or the Council’s Pet Policy, the Council may revoke your permission to keep a pet and give you written notice requiring you to remove any animals from your home. This will include requiring you to provide proof that you have rehomed your animal responsibly. The Council may also share information with animal welfare charities, the Police and/or the Animal Warden service for example where concerns are raised about animal welfare, neglect, or abuse.

**3.26** You must not keep or tether horses on any Council owned land or any land in the locality of your property without the express written permission of the landowner.

**3.27** You should not encourage or feed wild animals (such as squirrels, foxes, pigeons, and other wild birds) either in the property or in communal areas or surrounding area, as this may cause a nuisance to other residents and damage to property.

## **Condition of property**

**3.28** You are responsible for your own personal property and the decoration of the interior of your home, and it is your responsibility to ensure you take out appropriate home contents insurance to protect them. The Council is not responsible for the loss or damage of any personal property unless the damage or loss is caused by the Council’s negligence.

**3.29** If you or any member of your household wish to keep a mobility aid such as a mobility scooter or motorised wheelchair you must get prior written permission from the Council. If you do not get permission for the mobility aid you may be required to remove it. You must take adequate care and precautions when storing, charging, or using mobility scooters or other mobility aids to ensure that damage does not occur to your home or communal parts of a building. You must not keep or charge mobility aids such as mobility scooters or motorised wheelchairs in any communal area. Medway Council may seek to recover its losses for any breaches.

**3.30** You or any member of your household must allow Council employees, their contractors, agents, or other statutory bodies to enter your home at all reasonable hours for any of the reasons set out below when you have been given reasonable written notice:

(a) to carry out maintenance, repairs or other works or safety checks whether the Council has, or has assumed, responsibility for such works, this also includes any such maintenance works or checks in relation to solar panels, or

(b) to carry out repairs or other works to common areas, neighbouring properties or land owned by the Council, or where the Council is otherwise legally required to allow access to the property by a third party, for example under the Access to Neighbouring Land Act 1992, or

(c) to carry out annual gas safety or electrical safety checks, or any other compliance related work including stock condition surveys, or

(d) to inspect the condition of the property or carry out a periodic home visit, or

(e) for constructing, installing, inspecting, repairing, renewing, maintaining, and removing pipes, conduits, wires, and cables. Access for this purpose must also be given to statutory undertakers (such as UK Power Networks and Southern Water), or

(f) to allow the Council access to enter your home where you have given the Council notice to terminate your tenancy, to carry out inspections for repairs or improvements that may be necessary before the property can be re let or to allow prospective tenants to view your home. The Council will give you at least 48 hours’ notice of any visit.

**3.31** You or any member of your household must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces.

**3.32** You or any member of your household must not allow any accumulation of personal property or rubbish or other items to prevent or obstruct any access to your home.

**3.33** If you or any member of your household does not allow access to your home, you could be putting yourself and your neighbours at risk and the Council may take legal action to gain access to your home, or for possession of your home, and you may have to pay the costs of this action.

**3.34** In an emergency, the Council or any person authorised by the Council may enter your home without giving any notice whether you are there or not. If your home is unoccupied, or access is unreasonably denied, the Council may use reasonable force to gain entry to your home without giving you any notice. This will only be done to inspect and/or carry out any works required to deal with the emergency. Your home will be secured properly after such entry.

For example, an emergency is when either your or another person’s home, property, or health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, sewage leak, gas leak or electrical fault (this may also include circumstances where gas or electricity meters have been tampered with) or where there are welfare concerns.

**3.35** You or any member of your household must dispose of rubbish appropriately. You or any member of your household must not allow an accumulation of personal property or rubbish or other items in the property that:

(a) causes or is likely to cause damage or deterioration to the property; or

(b) poses an environmental health risk or a health and safety risk to any person lawfully at your property; or

(c) prevents safe access to or exit from your property

## **External property condition**

**3.36** You or any member of your household or visitors must not interfere with security or safety equipment in any Council property.

**3.37** If the property has a garden, you must keep your garden tidy by cutting the lawn, maintaining trees, and trimming the hedges. If the garden is overgrown and there is no reason why you cannot clear it and it is causing a nuisance or health risk to your neighbours, the Council may arrange a quote to clear it and charge you for the work.

**3.38** Tenants of properties with non-communal garden areas (e.g., former open plan frontages) must keep these areas tidy by cutting lawns, trimming any hedges and shrubs, and looking after any trees on the land.

**3.39** You must not keep any bulky waste, combustible items, or unsightly items on your balcony or in your garden.

**3.40** Tenants of flats are responsible for the cleaning of any walkway serving and immediately to the front of their homes.

**3.41** You must not put-up structures such as sheds, garages, pigeon lofts, aviaries or plant trees/shrubs that can reach excessive heights without the Council’s written agreement.

**3.42** Whilst you are legally allowed to install CCTV cameras at your property you must seek the Council’s permission and complete a property alteration form, prior to install, if the installation will cause any damage to brickwork or other parts of the building.

**3.43** As with all properties, if you do install CCTV at your property, it must only cover your property and entrance way. For more information on the rules and regulations of CCTV you can visit [the Information Commissioner's Office website.](http://www.ico.org.uk/)

# **4.Living in your community**

**4.1** The Council does not tolerate anti-social behaviour and will act whenever necessary and/or when appropriate.

**4.2** You must not make malicious or false allegations against another person. If you do this may result in action being taken against you.

**4.3** You are responsible for the behaviour of everyone (including children and pets) living in or visiting the property. You are responsible for their behaviour in the property, on the surrounding land, in communal areas (stairs, landings, entrance halls, paving, shared gardens, parking and garage areas) and in the neighbourhood around the property.

**4.4** You or any member of your household or visitors must not carry out or use your home or communal areas for any criminal, unlawful or anti-social activity.

**4.5** You or any member of your household must not perpetrate domestic abuse against any member of your household, your ex-partner, or to make anyone who lives with you leave your home. Domestic abuse includes harassment, physical, mental, emotional, financial, racist, or sexual abuse. The Council may still take action, for domestic abuse, even if no action is taken by police. This could include the Council applying for possession of your home. This may affect your rehousing.

**4.6** If you or a member of your household are convicted of an indictable offence (any criminal offence which is capable of being tried in the Crown Court) or a serious offence (an offence as listed in Schedule 2A of the Housing Act 1985) committed in the locality of your property or is convicted of an indictable offence related to rioting anywhere in England or Wales, the Council may apply to the Court for possession of your home.

**4.7** You or any member of your household or visitors must not carry out or encourage others to carry out anti-social behaviour. This is behaviour that causes or is likely to cause nuisance, annoyance, harassment, alarm, or distress to a person residing, visiting, or otherwise engaging in a lawful activity in the locality of your home. This includes Council employees, agents, contractors, or others working lawfully in the area such as delivery people or utility workers. This includes behaviour within your home, garden, any common areas, or anywhere in the locality of your property.

**4.8** Examples of anti-social behaviour are included in our tenant’s handbook which is available on [our website,](http://www.medway.gov.uk/counciltenants)  or can be requested from the Housing Team.

**4.9** If you or any member of your household or visitors cause anti-social behaviour the Council may apply to the Court to have your secure tenancy changed to a demoted tenancy. If the Council decides to apply to the Court for an order to demote your tenancy, it will give you notice of its decision and details of your right to request a review.

**4.10** If the Council successfully obtains a Court order demoting your tenancy this will mean that your tenancy is no longer a secure tenancy, and you will only have the rights of an introductory tenant.

**4.11** If you or a member of your household commit some types of anti-social behaviour the Council does not have to prove to the Court that it would be reasonable for the Court to make a possession order. These are known as Absolute Grounds for possession and the Council must only prove the Ground to the Court. You will be given the chance to request a review of the decision to seek possession on an Absolute Ground of possession before the Council can apply to the Court for a possession order.

**4.12** Tenants are expected to engage with mediation services if this is recommended by the Council to resolve any dispute.

**4.13** You or any member of your household must not threaten violence against, harass, verbally abuse, or intimidate any Council employee or agent of the Council at your property, in the locality of your property, in any Council office or building or in any part of the Medway Council area. This includes all forms of communication including electronic communication and social media and/or encouraging any other person to act on your behalf.

**4.14** You or any member of your household must ensure you are appropriately dressed at all times whilst in communal areas or answering your front door.

**4.15** If you reside in one of our Homes for Independent Living Schemes you should not have anyone stay overnight. Guest Room facilities are available at most schemes for a nominal fee, and their use can be requested from the Scheme Officer.

**4.16** You or any member of your household or visitors must not break any of the Council’s byelaws, which apply to the locality within which the property is located.

## **Vehicle nuisance**

**4.17** You or any member of your household or visitors must only park motor vehicles within the boundary of your property on a Council approved hardstanding (a driveway or paved area intended for parking) or if appropriate using on-street parking.

**4.18** Caravans, motor homes, trailers, or boats must not be parked on the garden, driveway, paved area around your home, or any communal areas without the Council’s prior agreement in writing.

**4.19** If the property has a designated resident’s parking space, only you or any member of your household or visitors can park there. You must not rent or sell the parking space to anyone else. Where a property has a disabled space you and your visitors must only park there if you or your visitor hold a blue badge parking permit.

**4.20** You or any member of your household or visitors must not cause or allow an obstruction to any driveway, garage, rights of way, roads, footpaths, or access routes across your home, in common areas, shared areas, or in the locality of your property.

**4.21** You or any member of your household must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, with bins or other items, by parking a vehicle, or by fencing off part of it.

**4.22** You or any member of your household or visitors must not drive across a kerb, or public footpath, to access the property unless it has been lowered with prior written permission and in accordance with the Council’s regulations. You or any member of your household or visitors must not park a vehicle or remove boundary walls or bollards, and drive across grassed areas in or around the locality. You must pay the cost incurred by the Council for any works required to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.

**4.23** You or any member of your household or visitors must not park commercial vehicles, vans, lorries, minibuses, buses, or any other heavy goods vehicle on the property, garden, common areas, shared areas, or on Council-owned housing land within the locality of your property.

**4.24** You or any member of your household or visitors must not park any vehicle registered under a statutory off-road notice (SORN) within the boundary of your property, on common areas, shared areas, or on Council-owned land in the locality of your home.

**4.25** You or any member of your household or visitors must not allow anyone to sleep in a caravan or other vehicle parked on or in the locality of your property including your driveway or garden.

**4.26** You or any member of your household or visitors must not abandon any vehicle, caravan, trailer, or boat in the locality of your property. The Council may take steps to remove such abandoned items and may charge the costs of removal to you or the registered owner.

**4.27** You or any member of your household or visitors must not repair, maintain, or work on any vehicle, caravan, boat, or trailer at the property that is not regularly used by you or another occupier of your home. You or any member of your household or visitors must not repair such items on any common or shared areas, or on Council-owned land within the locality of your home.

**4.28** You or any member of your household or visitors must not allow the premises to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.

**4.29** You or any member of your household or visitors must not keep mopeds, motorbikes, or any other vehicle inside the property or in indoor common areas (such as stairwells, lifts, landings, walkways, entrance halls or indoor drying areas).

**4.30** You or any member of your household or visitors must not leave mobility scooters, e-bikes, or e-scooters in communal areas at any time.

**4.31** You or any member of your household or visitors must not interfere with security or safety equipment in multi-storey flats, common blocks of flats, maisonettes or Home for Independent Living complexes. You must not jam, prop, or leave shared entrance doors open.

**4.32** You or any member of your household or visitors must not throw any object from a window, from landings, down stairwells or from balconies.

**4.33** You or any member of your household or visitors must not smoke or use e-cigarettes in the common areas of the building.

**4.34** You or any member of your household or visitors must dispose of rubbish correctly in containers, bin areas, or rubbish chutes provided by the Council following the instructions on rubbish disposal in your block. You or any member of your household or visitors must not leave refuse bags, sacks, containers of recycling, or any other items outside your front door or in the common areas.

**4.35** You or any member of your household or visitors must not dispose of any bulky items via the refuse chutes, as this can cause the chutes to become blocked.

**4.36** You must not fix anything to the interior or exterior walls of the building of communal properties unless you have been given prior written permission.

**4.37** You must not flush anything other than toilet paper down the toilet as this may cause blockages to the toilet or drains. If there is evidence a blockage has been caused by you, you may be recharged the costs to put it right.

# **5. Fire and Property Safety**

**5.1** You must not keep any dangerous, flammable, or offensive items in the property or communal areas.

**5.2** You are not permitted to use paraffin or oil heaters under any circumstances.

**5.3** You or any member of your household or visitors must not tamper with gas or electricity supplies or with utility meters.

**5.4** You or any member of your household must allow access to your home for annual gas safety checks and any other works that are deemed necessary for health and safety compliance such as electrical or fire safety works. Our contractor will make contact to arrange such visits. If they are unable to make contact or you refuse or fail to keep appointments the contractor will pass the case to Housing Services. Housing Services will attempt to make an appointment with you, if you fail to engage or fail to keep appointments this will be deemed as you refusing to allow access. Housing Services will refer your case to the Magistrates Court for an entry warrant for access to ensure the safety of all occupants and those in neighbouring properties. Costs incurred for this action will be rechargeable to you.

**5.5** You are responsible for testing any mains/battery-operated smoke detector and ensuring it is always in good working order. You must not tamper with or damage any detectors.

**5.6** You or any member of your household or visitors must not obstruct access to emergency service vehicles in any way in your property, communal areas, or the locality of your property. You must not park your car in any way that obstructs access for the emergency services including not parking in marked ambulance bays.

**5.7** You or any member of your household or visitors must cooperate with the Council and your neighbours to keep any communal areas clear. The Council may remove and dispose of objects found in communal areas without notice. You may be required to pay for the cost of removal and disposal of such items.

**5.8** You must not under any circumstances store or charge any mobility scooters or other electrical devices that contain lithium-ion batteries in the internal communal areas or external areas that are considered a fire escape route. You must only store these devices within your own property, or in a suitable location away from the building such as in a fire safe storage shed. You must seek permission from Housing Services to erect any storage in a communal area.

**5.9** You or any member of your household or visitors must not, disconnect any internal or external door closers, or tamper with or prop open any communal fire doors.

**5.10** You must not store any items in the loft area of your property. This area must be kept clear at all times for maintenance works if and when required.

# **6. Maintenance, repairs, and improvements**

## **Condition of your home – Your responsibilities**

**6.1** You must keep your home reasonably clean, free from pests and in reasonable condition. You must not allow an accumulation of personal possessions, rubbish, or other items to prevent access, cause structural damage, or deterioration to the property or any communal areas. It must also not pose an environmental or health and safety risk to any person lawfully at your property or to cause a nuisance to neighbouring residents.

**6.2** You or any member of your household or visitors must not deliberately or negligently damage your home or any communal areas. You may be responsible for repairing any such damage or be liable for the costs of the repair.

**6.3** You must not do anything which increases the risk of fire, flood, or damage to your property or adjoining properties. If there is a fire, flood, or other such incident in your home, you may be responsible for repairing any damage as a result of not using your home in a responsible manner.

**6.4** You are responsible for decorating the inside of your home and ensuring you keep it in a clean and in a well-maintained condition.

**6.5** You are responsible for several small repairs as advised in our Repairs Policy and Tenant’s Handbook. This would also include the repair/removal or renewal or gifted items and/or items fitted or altered by or on behalf of the tenant.

**6.6** You must allow Council employees, or those authorised to act on behalf of the Council, such as contractors, to access the property to inspect and carry out repairs, improvements, or statutory servicing. Emergency access may be required immediately as per clause 3.33.

**6.7** You must ensure that any working areas are free from obstruction and clean, to allow any inspections or works to be carried out. You must also ensure you do not smoke in the property whilst staff or contractors are working or visiting your home as your home becomes their workplace whilst they are there. We also ask that you remove animals or young children away from the work area and they remain supervised at all times during our visit for their safety. Failure to adhere to this may result in works not taking place and being postponed.

**6.8** You are responsible for repairing and maintaining your own equipment such as cookers or washing machines.

**6.9** You or someone acting on your behalf must immediately report to the Council, any repairs, defects, or damage to your home which is the responsibility of the Council. You must allow the Council to arrange for inspection and/or repair(s) to be carried out.

**6.10** If the problem you report comes under the Council’s responsibilities (see section 6.22) we will carry out the repairs. If it doesn’t, we will give you the opportunity to do the repair within a reasonable time. You must allow access to the property for inspection and/or repair. If you do not carry out the repair, we may carry it out and charge you for the cost of doing it.

**6.11** If you are not happy with our repairs service you can complain using the Council’s complaints procedure.

**6.12** You must always make sure that there is adequate ventilation and heating within your home and follow any advice given by the Council to prevent condensation. If condensation occurs because of failing to adequately heat or ventilate your home, you may be responsible for any repair work unless it occurs because of disrepair in the property.

**6.13** You must have any chimneys in use swept at least once a year.

**6.14** You must not tamper with, turn off, block up or disconnect any vent, air brick or extractor fan.

**6.15** You must report any sign of damp and mould to the Council’s repair contractor immediately.

**6.16** You may undertake alterations and improvements to your home but before doing so you must have obtained written permission from the Council and have obtained all statutory consents including planning and building control approvals.

**6.17** You must not make any installations or alterations which may be unsafe or dangerous to anyone. This might include deep ponds, swimming pools, earth removal, removing or knocking down walls or parts of walls.

**6.18** You must not make any improvements, additions, or structural alterations to communal areas.

**6.19** If you make any improvement, addition, or structural alteration to the property without getting the Council’s written permission first, or if works are not carried out to the standard required by the permission given or under the Council’s procedures or under other legal requirements, the Council can tell you to return the property to how it was before. If you do not do this, the Council may do the work and charge you for it or may seek possession of your property for your breach of this agreement. If you have carried out work without permission, the Council may let you retain the work but may remedy or remove the work once your tenancy has ended and you may be recharged the cost of the remedial work/removal.

**6.20** You will be responsible for the repair and maintenance of any improvements, additions, alterations, appliances, or materials at the property following such work; but if for any reason the Council needs or chooses to take steps to repair, maintain or inspect the work you have done under this section, the costs incurred will be recharged to you. For example, it will be our legal responsibility to check, service, and maintain gas fires, heaters, pipework, and flues even if they have been fitted by you.

**6.21** You may only erect a satellite dish with the approval of the Council and where any necessary planning permission has been granted.

## **The Council’s responsibilities**

**6.22** The Council is responsible for repairing and maintaining;

* the structure and exterior of the property (including drains, gutters, external pipes, and external decoration).
* the installations in the property (unless the tenant has installed items themselves) for the supply of water, gas, electricity, and for sanitation (including basins, sinks, baths, and sanitary conveniences but not, except as aforesaid, fixtures, fittings, and appliances for making use of the supply of water, gas, or electricity).
* the installations in the property for space heating and water heating.

**6.23** The Council will carry out repairs in a reasonable time. When you report a repair, you should be given an estimate of how quickly the work will be done – this will depend on how urgent the work is.

**6.24** The Council aims to provide homes that are decent, safe, and secure. We will comply with the Social Housing Regulation Act 2023 and Awaab’s Law, ensuring we investigate and fix reported health hazards within specified timeframes. We will also provide information to tenants regarding how to complain should they believe we have not acted within the required timeframes or investigated and provided a suitable remedy.

**6.25** The Council or contractor acting on the Council’s behalf, must clear up after completing a repair, and where it would be reasonably expected, will leave the decoration as close as possible to how it was before the work was done.

**6.26** The Council will keep both internal and external communal areas in a reasonable state of repair and cleanliness. The Council or a contractor acting on the Council’s behalf will mow communal grassed areas and maintain communal flowerbeds, hedges, and trees.

**6.27** The Council will keep in repair and working order shared facilities e.g., communal bathrooms, communal laundry facilities and door entry systems.

**6.28** The Council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.

**6.29** The Council will not be responsible for any damage to your property including decorations or loss from the property which happens through fire, flood, theft, burst pipes, or similar events, unless it can be shown that this is caused by the Council’s negligence, breach of contract or breach of statutory duty. (Note this does not affect the Council’s duties to repair set out in section 6.15). You are advised to obtain home contents insurance to cover such damage or loss.

**6.30** The Council may ask the Court to give us possession of the property because work needs to be done to it. This may happen where you or a member of the household has caused damage or caused the condition of the property to deteriorate or where we need to carry out major repairs, redevelop, or demolish the property.

**6.31** In some cases where you or a member of your household are not responsible for the disrepair you may be entitled to be decanted to temporary accommodation while work is carried out or you may be entitled to an offer of alternative permanent accommodation. If you agree to a temporary move the Council has the right to take possession of your temporary property when the work on your original property is finished.

**6.32** The Council will annually inspect gas service pipes and gas fire equipment for which the Council has a statutory duty to inspect and maintain. You must provide access for this and for any repairs that are required. Failure to allow access will lead to Housing Services applying to the Magistrates Court for an entry warrant for access.

**6.33** The Council will periodically inspect electrical wiring and installations that the Council has a statutory duty to inspect and maintain. You must provide access for this and for any repairs that are required.

**6.34** Where major repairs, and/or improvement schemes, are proposed the Council will consult with tenants that are likely to be substantially affected.

## **Recharges**

**6.35** Any reasonable costs or liability incurred by the Council as a result of you breaching or failing to perform any part of this tenancy agreement will be recharged to you. If you are unable to pay the recharge in full, you can make a suitable repayment plan to repay the recharge over a period of time.

**6.36** The Council or its contractors may carry out remedial works or repairs required as a result of any breach by you of any part of this tenancy agreement and you may be recharged the cost of any works as a result. You may be recharged these costs after the tenancy ends if the reparative work is done after you have moved out of your property.

**6.37** You agree that the Council can use any money due to you from the Council as your landlord, towards any liability you must pay under this section.

**6.38** Items the Council will recharge for include but are not limited to:

* rectifying damage caused deliberately or by your failure to comply with your repairing duties or failure to maintain your own equipment.
* rectifying any work to the property that you have carried out without the necessary written permission of the Council or any substandard work.
* your abuse of the emergency repair service for non-emergency repairs.
* changing the locks of and otherwise securing the property if left abandoned by you.
* changing the locks due to you losing your keys or locking yourself out of the property.
* clearing the property of belongings (including animals) or rubbish
* replacing missing or broken keys
* Any works required because of the property not being adequately heated or ventilated.

**6.39** You may be required to pay for or sign an agreement that you agree to pay for such works prior to them being carried out.

# **7. Succession, Assignments and Mutual Exchange**

## **Succession**

**7.1** If your tenancy started before 1 April 2012, then succession rights are those allowed by s.87 of the Housing Act 1985. In general, this means that on your death, your tenancy may pass to:

(a) Your husband, wife, or civil partner if they occupied the property as their only or principal home at the time of your death; or

(b) If there is no such occupier, a family member if they occupied the property as their only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

**7.2** If your tenancy started on or after 1 April 2012, then succession rights are those allowed by s.86A of the Housing Act 1985. This means that on your death, your tenancy may pass to your husband, wife, or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if they occupied the property as their only or principal home at the time of your death.

**7.3** If you are a joint tenant, then your tenancy will automatically pass to the other joint tenant upon your death, and this will count as a succession.

**7.4** The definition of family member is that set out in the Housing Act 1985.

**7.5** In all cases, there can only be one succession and succession is limited to where there has been no previous succession or assignment.

**7.6** In all cases of succession when the tenancy passes to a member of your family (other than your spouse, civil partner or person living with you as spouse or civil partner), and the home is larger than they need the Council may apply for possession of the property. We will usually offer them a suitable alternative property. If they do not accept that offer, we have the right to ask the Court to give us possession of the property.

**7.7** Where there is more than one person living in the property at the time of your death who may be entitled to succeed under the criteria in the Housing Act 1985, or under the express terms of this tenancy agreement, your spouse, civil partner (or person living with you as if you were spouse or civil partner) will have priority over other family members as set out in the Housing Act 1985. Where more than one family member is entitled to succeed then they should agree who will succeed and if they do not agree then the Council will decide who will succeed.

**7.8** Where the right of succession has been used up then the Council may agree to grant a new tenancy to the remaining occupant; however, this is not an automatic right and will be considered on a case-by-case basis under the Council’s policies applicable at the time.

## **Assignment**

**7.9** You are prohibited from assigning your tenancy except in the following circumstances:

**a)** by way of mutual exchange (S.92 of the Housing Act 1985)

**b)** under a property adjustment order obtained in matrimonial proceedings or civil partnership proceedings (s.24 of the Matrimonial Causes Act 1973, s17(1) of the Matrimonial and Family Proceedings Act 1984, or schedule 5 or schedule 7 to the Civil Partnership Act 2004).

**c)** to a person qualified to succeed the tenant if the tenant died immediately before the assignment

**d)** under an order made in accordance with schedule 1 of the Children Act 1989.

In situation (a) you must obtain the Council’s previous written consent to the assignment. This consent will not be unreasonably refused. In situations (b), (c) and (d), you must notify the Council of the change and give details of the new tenant for the Council to be able to complete the necessary documentation.

## **Mutual Exchange**

**7.10** As a secure tenant, you may have the right to swap your property (called a mutual exchange) with another tenant of the Council, a housing association, or another local authority. You must get the Council’s written permission first as well as the written permission of any other landlord. You would need to apply for the exchange using the Council’s mutual exchange application form which is available on the Council website. The Council can only refuse permission or impose conditions on an exchange for the reasons set out in the Housing Act 1985.

**7.11** If you exchange your property without the Council’s written permission, we may take legal action to evict you. You may not be able to return to your original property and you may not be offered alternative housing.

**7.12** Any items identified as ‘gifted’, and any repairs listed and agreed as the tenants’ repairs responsibilities will be assigned to the incoming tenant. These repairs should be completed in a reasonable time, or you could be asked to return the property back to its original condition. You may be recharged if we need to complete these works on your behalf to return the property to its original condition.

**7.13** You must disclose if you have removed any fixtures and fittings. You must remove all rubbish when you leave the property. Failure to do so may result in a recharge.

# **8. Ending the tenancy**

**How you may terminate your tenancy**

**8.1** If you intend to end your tenancy, you must give the Council at least four weeks’ notice that you want to end the tenancy and this period must begin on a Monday. You can give notice on your property by completing a termination form either electronically via the Council’s website or by requesting a form from your Housing Officer. The notice period will not start until we have received the completed notification of your intention to terminate your tenancy. In exceptional circumstances you may be allowed to surrender your tenancy without satisfying s.107C, Housing Act 1985. You will only be able to surrender your tenancy where prior written approval has been given by the council.

**8.2** Once you have given notice, you must allow Council staff access to the property (at a pre-arranged date) for an inspection. In some cases, this may involve prospective new tenants accompanying Council staff. The Council will give you at least 48 hours’ notice of any visit in this circumstance.

**8.3** You must return all keys for the property to Housing Services by midday on the Monday of the expiry of your termination notice period. If you fail to return the keys by midday on the Monday, you will be charged for changing the locks or charged rent until you do. You may hand your keys in before your notice period expires but you will be charged rent for the whole notice period.

**8.4** If you are joint tenants either of you can end the tenancy by giving the Council notice to quit. This will end the tenancy for all joint tenants regardless of who has given the notice. The Council will use the relevant policies to decide if the other joint tenant(s) can stay in the property with a new tenancy agreement. There is no automatic right for the other joint tenant(s) to stay in the property.

**8.5** You must leave the property, the fixtures and fittings and any furnishings we have provided in reasonable condition when you leave.

**8.6** You must leave the property, including any gardens, sheds and/or lofts, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left (including animals) will be cleared by the Council and you must pay the costs incurred by the Council in clearing the property.

**8.7** You must not leave anybody else living in the property when you move out.

**8.8** You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the Council in carrying out those repairs. This also includes rectifying any alterations or additions you have made without permission, or which have not been carried out correctly or to the correct standard.

**8.9** You must pay your rent in full before you leave. If you cannot clear your rent, you must ensure you leave a forwarding address and arrange to pay the balance.

**8.10** You must notify utility companies when you move out and provide them with a copy of your meter reading at the point you move out of your property, or you may incur additional charges. You must ensure you clear any outstanding debt.

**8.11** You will be responsible for paying the rent or a sum equivalent to rent until whichever of the following dates is the latest:

* the date upon which any notice to terminate expires, or
* the date upon which you leave the property and give back vacant possession of the property, or
* (in the event of you failing to give written notice or to return the keys) the date upon which the Council takes possession.

**8.12** If you are evicted, abandon the property, or still owe rent or other charges or money for any other payment due under this tenancy agreement when you move out this may affect whether you are given another Council property in the future.

**8.13** If you take up another Council tenancy and you still owe money from a previous tenancy you agree that those arrears can be transferred from your previous tenancy onto your current consolidated rent account, and you would be expected to clear those arrears in addition to payment of current rent. This applies whether you move directly from one tenancy to another (transfer) or whether you left the first property some time ago.

**How the Council may terminate your tenancy**

**8.14** The council can bring this tenancy to an end by forfeiting it in any of these circumstances:

(a) if any rent is unpaid for seven days after it became due, whether formally demanded or not;

(b) if there has been a breach of any of the tenant’s other obligations contained in this agreement or if any of the tenant’s other obligations have not been performed;

(c) in any circumstances which amount to a ground for possession, asset out in schedule 2 to the Housing Act 1985;

(d) if you cease to occupy the property as your only or principal home; or

(e) if you part with possession of the property or sublet the whole of the property.

The council can also bring this tenancy to an end by serving upon you a notice of seeking possession and subsequently obtaining a county court order for possession of the dwelling where there is a legal reason to do so "this is called a 'ground for possession' as defined in schedule 2 to the Housing Act 1985).

# **9. Service of notices**

**9.1** Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the Council notifies you that its address for service is HRA Housing Services, Gun Wharf, Dock Road, Chatham, Kent, ME4 4TR.

**9.2** Any notice or consent required in respect of the tenancy or the property shall be validly served upon you if delivered or sent by post to either the property or to your last known address.

# **10. Right to Buy**

**10.1** As a secure tenant, you have the right to buy your property. You should contact the Council if you want to know more about your right to buy.

# **11.Resident Engagement**

**11.1** We will seek your views about any of the Council’s housing plans if they substantially affect you and where we have a legal obligation to consult with you. This may be through surveys, resident’s meetings, or resident panels.

**11.2** We will contact you to update you about events or other items of interest within the Housing Service. If you do not wish to be contacted for surveys and updates on our events you can opt out at any time by emailing [tenant.participation@medway.gov.uk](mailto:tenant.participation@medway.gov.uk)

**11.3** We will work with residents to create and maintain a panel for scrutiny and co-production to ensure residents have a voice in the development of services and empower them to help us make positive changes.

**11.4** We will publish an annual report that describes our work and performance. It will inform you how the service is paid for and how money is being spent. We will periodically update performance information in newsletters.

**11.5** We will deal with your complaints efficiently and effectively. Complaints will be dealt with in accordance with the Council’s complaints procedure.

**11.6** You have the right to start or join a local tenant’s group. You can ask the Housing Team about local groups in the area or about how to start one.

**11.7** From 1 April 2023, the Regulator for Social Housing (RSH) requires housing providers to submit information on tenant satisfaction measures (TSMs). To ensure we can fulfil our duties under these regulations we, or an authorised company working on our behalf, may contact you or send a survey to help us measure tenant satisfaction.

# **12. How we will use your information**

**12.1** In order to provide you with the service you need we must collect, store, and use your personal information. We will hold information about you such as your name, address, and contact details. We may also hold financial, household, and sensitive information relating to your health, special needs, or alleged or actual crimes if relevant.

**12.2** We will use the information you provide in accordance with data protection legislation. Information will be accurate, where necessary kept up to date and will be kept for no longer than necessary in line with our retention policy.

**12.3** In addition, you can view our Privacy Notice on our website which gives you all the information in relation to our legal basis for processing your information, organisations whom we share with, your rights regarding your information and contact details for the Council’s Data Protection Officer.

**12.4** We may share information, where required by law, about you and your household with other departments or organisations such as Council Tax, Social Services, The Department for Work and Pensions (DWP), Utility Companies, or Kent Police, for the prevention and detection of crime and for safeguarding reasons.