

# 1 About your tenancy agreement

- a This agreement makes you a secure tenant of your home as long as at least one of you lives in it as your only or main home.

**Guidance note:** the term 'secure tenant' is explained in the tenant's handbook.

- b You have the right to live in your home under the conditions of this agreement, without us disturbing you, as long as your tenancy continues. However, you must allow us to enter your home if this agreement says that we have the right to do so. When we have the right to enter your home under condition **7a**, you must allow our employees, agents or contractors to enter your home on our behalf.
- c If you break any of the conditions of this agreement, we may ask a court for an order that could lead to you being evicted. As long as you live (or if your tenancy is a joint tenancy, one of you lives) in the home as your only or main home, we will not take steps to end the tenancy except for one or more of the reasons (called 'grounds for possession') set out in Schedule 2 of the Act, as defined in section 2 of this agreement.

**Guidance note:** the grounds for possession and our current policy on evicting tenants are explained in the tenant's handbook. If we plan to change the policy, we will consult our tenants first, in line with our current arrangements for getting tenants involved. The grounds for possession may be changed by Parliament and will apply to you when they change.

Your tenancy agreement is set out in the following sections.

- Section 2** Definitions
- Section 3** Your responsibilities
- Section 4** Community responsibilities
- Section 5** Your rights
- Section 6** Our responsibilities
- Section 7** Our rights
- Section 8** Equipment provided in your home
- Section 9** Ending your tenancy
- Section 10** What happens if you die
- Section 11** General information
- Section 12** Changing the conditions of this agreement
- Section 13** Extra conditions

Each section is split into topics to make it easier for you to find information on the conditions of your tenancy agreement.

## 2 Definitions

In this agreement, the following words and phrases have the meanings shown below.

**We, us, our** Basildon District Council, whose address is:  
The Basildon Centre  
St Martin's Square  
Basildon  
SS14 1DL.

**You, your**

The person who has signed this tenancy agreement with us. If more than one person has signed the agreement, they are 'joint tenants'. Each joint tenant is responsible for keeping to the conditions of this agreement.

**Equipment**

Any item of equipment or system, including those which provide heating or hot water, that is fitted in or forms part of your home, and that we are responsible for maintaining as your landlord.

**Home**

The home at the address shown on page 1 of this agreement, including any garden, garage, store, outbuilding and fixtures and fittings that may come with it.

**Rent**

The amount you must pay us to live in the home. The rent means the total of the basic rent and the service charge, together with any amounts charged for water rates, shared heating and buildings insurance. Details are shown on the front page of this agreement.

**Service charge**

The amount you must pay for any equipment, facilities or services that we provide to you or your home (or both). There are more details in section 3.1f to i.

## Tenant's handbook

This gives you guidance and information about your secure tenancy and is part of the tenancy pack that we give you to help you understand your rights and responsibilities as a tenant.

## Tenant participation arrangements

The arrangements that we make for our tenants across the district to be involved in housing matters.

**Guidance note:** the tenant participation arrangements and other activities to get tenants involved are explained in the tenant's handbook.

## The Act

The Housing Act 1985, including any amendments made to it from time to time and any regulations made under it.

# 3.1 Your responsibilities - paying your rent and service charge

## Paying your rent

- a** You must pay your rent on time. It is due every Monday for the week ahead. If you are joint tenants, you are both responsible, together and separately, for paying the whole rent. This means that if one tenant does not pay any rent, we can demand the full payment from the other tenant.
- b** You can pay your rent:
  - every week;
  - every two weeks for the two weeks ahead; or
  - once a month for the month ahead.

- c You can pay your rent at the Basildon Centre or in another way that we have agreed.

**Guidance note:** you should contact your local Housing Office to make arrangements for paying by direct debit. The addresses of the offices are shown in the tenant's handbook.  
If you find it difficult to pay your rent, please contact your Housing Officer immediately.  
You could lose your home if you do not pay your rent.

- d We can change the amount of your rent, or the amount of any part of your rent, at any time. If it is reasonably possible to do so, we will consult you before we change any part of your rent, in line with our tenant participation arrangements.
- e If we are going to change any part of your rent, we will tell you about the change at least four weeks before we make it. At the same time, we will also tell you how you can end your tenancy if you do not want to pay the new rent.

## **Service charges for services and equipment**

- f From time to time, we may provide equipment, facilities or services to you or your home (or both), for which we will charge a service charge.
- g We can change the amount of the service charge once a year. We do this after looking at how much service charge we expect to receive from tenants, how much we know the equipment, facilities or services have cost, and how much we expect them to cost in the next year.

We will tell you about the change at least four weeks before you have to start paying it.

- h** We share the cost of leasing any equipment for providing heating and hot water, and for providing any facilities or services, between all the homes that we provide those services, facilities or equipment for.
- i** We do not have to provide services if we cannot do so. We will try to warn you about this.

## **3.2 Your responsibilities - looking after your home**

### **Repairing and maintaining your home**

You must do the following.

- a** Keep the inside of your home clean and tidy. You must not allow your home to get into a condition that causes a risk to your health or the health of others.
- b** Carry out all repairs to your home which you are responsible for. The repairs which we are responsible for are set out in condition 6.
- c** Repair any damage to your home caused by the carelessness or neglect of you or anyone who lives with or visits you.
- d** Decorate the inside of your home when necessary.
- e** Tell us as soon as possible if your home needs any repair which we are responsible for.

**f** Pay us any costs we have to pay as a result of:

- carrying out any repairs or decorations that you are responsible for, together with our costs for supervising the work;
- repairing any damage caused to the home by you or people living in or visiting the home;
- taking action if you break any of your responsibilities under conditions **3.2**, **3.3** or **4**; or
- responding to out-of-hours call-outs you, or any person living with or acting for you, have made when the repair was not an emergency.

**Guidance note:** for details of repairs you are responsible for, see your tenant's handbook. If you or other people in your home cause damage to your home or shared areas, we will decide if we will carry out the work (and charge you for it) or if you have to carry out the work.

## **Carrying out alterations and home improvements**

You must not do the following.

**g** Add, alter, replace or improve anything in your home without getting our written permission first.

We will give you permission if it is reasonable to do so.

If you make any alterations or improvements without our permission, we may ask you to:

- change your home back to how it looked before those changes; or
- pay us to carry out the work to change your home back.

- h** Put up any structure (such as a shed, garage, conservatory or satellite dish) anywhere on your home without getting our written permission first.

(If we give our permission to do the work set out under **g** and **h** above, it must meet the standard we set in our written permission and meet the building regulations. You must get any necessary planning permission. You must repair and pay for any damage you cause to your home by adding your own fixtures, fittings and improvements.)

## **Giving us access to your home**

- i** You must let us (or people sent by us) into your home for any purposes listed in condition **7a** if we have given you reasonable notice. If you refuse, we will get a court order to get access and we may charge you for our court costs.

(You must let us into your home immediately if there is a risk of personal injury or serious damage to your home or a neighbouring property. If you fail to let us in, or if you are not at home, we may use reasonable force to get in.)

## **Keeping your garden tidy**

- j** You must keep your garden tidy and free from rubbish. You must cut lawns and trim hedges when necessary. You must not allow trees or plants to overhang the properties or land on all sides. If you do not maintain your garden, we may do any work we consider necessary and charge you for the work.

## 3.3 Your responsibilities - using your home

### Living in your home

You must do the following.

- a** You (or, if your tenancy is a joint tenancy, at least one of you) must live in the home as your only or main home. If not, we have the right to end your tenancy by giving you four weeks' notice.
- b** Not allow more people to live in your home than is allowed under the Act. (The maximum number of people allowed to live in your home is shown on page 1.)
- c** Tell us, in writing, if you are going to be away from your home for more than four weeks.
- d** Make sure that you and anyone living in and visiting your home acts in a responsible way and meets the responsibilities set out in **4.2 a** to **s**.

### Transfers, lodgers and subletting

You must not do the following.

- e** Transfer the tenancy of your home to anyone else without first getting our permission in writing. You can only transfer your tenancy to someone else:
  - by mutual exchange (see the guidance note);
  - if a court decides this after a marriage break-up;
  - by a financial relief order against parents;
  - through 'succession' when you die (see section **10**); or
  - if that other person would be entitled to take over your tenancy after your death (see section **10**).

**Guidance note:** you must write and tell us if you want to apply for a mutual exchange. We will then assess your details and write and tell you if you can exchange your home for another tenant's. See your tenant's handbook for more details of these transfers.

- f** Sublet or rent out any part of your home to anyone else, unless you have our permission in writing. We will give you permission if it is reasonable to do so. However, you have the right to have lodgers living with you as long as the total number of people living in your home is not more than the maximum number allowed to live in your home as shown on page 1 of this agreement. You must not sublet or rent out all of your home. If you do so, you will no longer be a secure tenant and we may end your tenancy by giving you four weeks' notice.

**Guidance note:** if you sublet part of your home or take in a lodger:

- you must tell your local Housing Office;
- you must tell the Housing Benefit Section; and
- any Housing Benefit you receive could be reduced.

If you apply for a transfer to move home, do not include a lodger in your application. If we end your tenancy, your lodger or anyone who is subletting must move out with you.

## **Running a business**

You must not do the following.

- g** Carry on any business from your home without first getting our permission in writing.

- h** Carry out any business activities in areas you share with other tenants.
- i** Put up any sign or advertisement on your home or in any areas you share with other tenants.

## **4 Community responsibilities**

Everyone has the right to enjoy their life in their own way as long as they do not break the law, or annoy or disturb people living near them.

A good neighbour will accept other people's lifestyles.

### **4.1 Our responsibility**

- a** We will give you help and advice if you report a nuisance, annoyance or harassment. We expect most people to solve their own problems with their neighbours, but if that fails we will take whatever action (if any) we consider to be appropriate in the circumstances. This may involve using other agencies.
- b** If you do not meet your responsibilities set out in this agreement, we will consider applying to a court for an antisocial behaviour order, an injunction or a possession order, which could lead to you being evicted. We will need to give the court evidence that will convince them to do this.

## 4.2 Your responsibilities

You are responsible for your actions as well as those of every person and animal living in or visiting your home.

You are responsible for how they behave in and around your home, in areas you share with other tenants (such as stairs, lifts, entrance halls, pathways, shared gardens and parking areas) and in the area around your home. This means that, in particular, you must make sure they meet the responsibilities listed in **a** to **s** of this condition **4.2**. In this condition, 'you' means all the people you are responsible for.

### **Nuisance, harassment and antisocial behaviour**

You must not do any of the following.

- a** Cause a nuisance to, annoy or disturb your neighbours or any other person.

Examples of behaviour that may cause a nuisance, annoyance or disturbance include, but are not limited to:

- playing loud music or having a radio or television on too loud;
- arguing and slamming doors;
- letting dogs bark;
- not clearing up after your dog;
- using noisy machinery;
- drunken behaviour;
- selling or using drugs;
- dumping rubbish;
- blocking shared areas;
- taking apart and repairing motor vehicles;
- playing ball games close to someone else's home or where games are not allowed;

- carrying out noisy repairs to your home after 9pm; and
  - doing anything that interferes with other people's peace and comfort.
- b** Use or threaten to use, abusive, violent or threatening behaviour towards anyone living in or visiting the area around your home.
- c** Commit or threaten to commit any form of harassment because of someone's race, colour, religion, sex, disability or sexuality if this could interfere with the peace and comfort of, or cause offence to, anyone living in or visiting the area around your home.

Examples of harassment include:

- racist behaviour or language;
  - using or threatening to use violence;
  - using abusive or insulting words or behaviour;
  - stalking someone;
  - damaging or threatening to damage another person's home or belongings; and
  - writing threatening, abusive or insulting graffiti.
- d** Use your home for any illegal activity such as using or selling drugs, storing or selling stolen goods, or for any other illegal purpose.
- e** Use your home for criminal or other unlawful activity that results in police officers or other public officials needing to force their way in. (We may charge you for any damage.)
- f** Use or threaten violence against anyone who lives with you, or harass or use mental, emotional, physical or sexual abuse to make anyone who lives with you leave the home.

- g** Use or threaten violence against, or intimidate, anyone who works for us or one of our agents or contractors.

## **Controlling pets and animals**

You must not do the following.

- h** Keep any animal that we consider to be unsuitable in your home, or anywhere in the area around your home. You must get our written permission to keep an animal in your home. We will give you permission if it is reasonable to do so. We can withdraw this permission at any time if it is reasonable to do so.
- i** Allow any animals to become a health or noise nuisance, or to behave in a way that could annoy, frighten or cause a nuisance to other people.
- j** Allow any animal to foul any of our property, including areas you share with other tenants. You must clear up after any animal you are responsible for. If you do not, we will charge you for the cost of cleaning and any other expenses that are needed to remove the nuisance.

## **Healthy and safe environment**

You must do the following.

- k** Keep any shared entrances, landings and stairs to your home clean and tidy, and make sure that they are not blocked.
- l** Make sure that your rubbish is removed from your home quickly and properly.

You must not do the following.

- m** Interfere with security and safety arrangements in shared blocks. (Examples include security doors being jammed open and strangers let in without identification.)
- n** Have any items that are highly flammable or dangerous in your home.
- o** Keep mopeds or motorcycles inside your home or in shared areas of blocks of flats.

## **Vehicles and parking**

You must not do the following.

- p** Park a vehicle, caravan or trailer at your home unless there is a properly made hardstanding (such as a drive) or garage and a dropped kerb for crossing the pavement.
- q** Park caravans, motor homes or trailers anywhere around your home or in shared parking areas without our agreement in writing.
- r** Park vehicles that are untaxed or unroadworthy at your home, on the land around your home, on the road or on any shared parking area. We may remove these vehicles and charge you for doing so.
- s** Carry out major repairs to any car, motorcycle or other vehicle at your home, in areas you share with other tenants, on shared parking areas or on the road, or carry out any other repairs that cause a nuisance to or annoy others.

## 5 Your rights

You have the following rights.

### Rights under national laws

- a As well as what is in this agreement, you have rights under the Act and other relevant laws.

**Guidance note:** the effect of these rights is explained in your tenant's handbook.

### Your right to improve

- b To improve your home if you have our written permission and any planning permission you need.  
(When you make the improvements, you should do them properly using suitable materials and meeting any relevant building regulations.)

### Your right to see information we hold about you

- c To see your tenancy file. However, you will not be able to see any documents:
- about any other tenant;
  - that are restricted under the Data Protection Act; or
  - that are confidential.

(We may charge you a reasonable cost for providing information that we hold about you.)

## Involving you in making decisions

**d** To receive information about our housing services. This includes the right to:

- see an annual statement of our housing policies;
- choose which colour, of the colours we offer, you would like the outside of your home decorated in; and
- be involved in our policy to get tenants involved and so have a say in our housing policies.

**Guidance note:** there are more details of how you can be involved in the tenant's handbook.

## Your right to buy

**e** As long as you are a secure tenant, you may be able to buy your home.

## Your right to transfer

**f** You may be able to transfer to different accommodation by taking part in our transfer points scheme.

## Your right to repair

**g** If our contractor does not finish repair work to your home within a specific time, you may have the right to ask us to pass the work to another contractor. If that contractor also does not complete the work on time, you may be entitled to compensation.

**Guidance note:** there are more details about the right to repair in the tenant's handbook.

## 6 Our responsibilities

We must do the following.

- a** If we do not own the equipment in your home that supplies you with heating and hot water, we will give you details of that equipment, and who owns it, in writing.
- b** Maintain the structure and outside of your home, including drains, gutters and outside pipes, and maintain the systems for supplying your water, electricity and gas. We will also repair the equipment that supplies your heating and hot water, even if we have told you that this belongs to someone else.
- c** Maintain the basins, sinks, baths and toilets in your home.
- d** If your home is a flat in a building that we own, we will maintain the structure and outside of the building, including drains, gutters and outside pipes. We will also maintain any equipment in the building that we own, that serves your home, and that we are responsible for maintaining as your landlord.
- e** We do not have to carry out any of the repairs referred to in **6b** to **6d** if you have caused the problem. We also do not have to rebuild your home if it is destroyed by a fire, a storm or any other similar disaster.

**Guidance note:** more guidance on our responsibility for repairs is given in your tenant's handbook.

- f** Paint the outside of your home from time to time, unless you have already done it yourself with our permission.
- g** Give you reasonable notice before we enter your home for any of the reasons listed in **7a**. However, in an emergency we may have to enter your home straightaway.
- h** If we remove any equipment under **7a** we will replace it or give you similar equipment or facilities so we can meet our obligations to you as your landlord.
- i** Consult you about any matters that involve a major change of practice or policy in:
  - managing and providing housing services; or
  - modernisation or improvement work that is planned for your home or your area.

## **7 Our rights**

We have the following rights.

### **Access to your home**

- a** To enter your home at all reasonable times to:
  - inspect the condition of your home, read your gas and electricity meters or carry out repairs to your home;
  - carry out repairs to a neighbour's home or to repair drains, paths, corridors and fences which you share with other people;
  - carry out work to put right anything in your home which may cause a risk to your health or to the health of others;

- improve your home by removing and replacing any equipment we have provided for supplying your heating and hot water, or by putting in equipment for supplying heating and hot water;
- remove any equipment for supplying heating and hot water when this must be returned to someone else or when our rights to the equipment end;
- meet any other responsibility as your landlord; or
- service your gas appliances at least once a year.

## Joint services

- b** To use, and allow others to use, drains, sewers, wires and pipes which pass through your home and which serve other properties.
- c** To use, and allow others to use, paths, corridors and other facilities which you share with other people.

## Improvements

- d** To improve your home by removing and replacing any equipment for providing heating and hot water in your home or by putting in equipment to provide heating and hot water. The equipment may not belong to us, in which case we will give you written details of who owns the equipment.

## Data protection

- e** To process personal information so we can carry out our work and meet our duties under these conditions.

**Guidance note:** we work with other agencies to prevent fraud and other crime, and we may use your details for this purpose. We process information in a way that keeps to the duties we have under the Data Protection Act.

## 8 Equipment provided in your home

- a** If the equipment in your home for providing heating and hot water does not belong to us, you must use it in line with the conditions set by the owner, and your rights to use the equipment depend on the rights of the owner. We will tell you who owns the equipment in a notice which we will give you under condition **6a**.
- b** If equipment for providing heating or hot water has to be returned to its owner, we will remove it and replace it with other equipment. The new equipment may belong to us or may belong to someone else.
- c** If equipment is installed in your home and we have told you that this belongs to someone else (see condition **6a** above), the equipment does not form part of your home. If you decide to buy your home, it will be valued without that equipment and you will have the option to buy it separately.

(We will tell you the price of the equipment if you want to buy your home.)

## 9 Ending your tenancy

- a** You may end your tenancy at any time by giving us at least four weeks' notice in writing. The four weeks' notice must end on a Monday.

- b** While you are a secure tenant, we may only end your tenancy if we get a court order to do so.
- c** When you are not a secure tenant, we may end your tenancy by giving you at least four weeks' notice in writing. (The notice must end on a Monday.)  
We will give the notice to you personally, leave it at your home, or send it to your home by post.
- d** When you leave your home, you must leave it in a good condition. You must also empty and thoroughly clean the home when you leave.
- e** Before your tenancy ends, you must remove any alterations you have made to your home without our permission, and repair any damage you have caused doing this.

## **10 What happens if you die**

When you die, certain people may be able to take over your tenancy. This is known as 'succession'.

- a** If the tenancy is a joint tenancy and one joint tenant dies, the remaining tenant automatically becomes the only tenant.
- b** If you are the only tenant and you die, the following people will have the right to take over the tenancy.
  - If you were married and living with your husband or wife, he or she can take over your tenancy.

- If you had a partner (of the same or opposite sex) who you had been living with for at least 12 months before your death, he or she can take over your tenancy.
  - If you were not married or living with a partner when you died, a person who was a member of your family and who lived with you in the home as their only or main home for at least 12 months before your death can take over the tenancy.
- c** If you took over the tenancy from a previous tenant, nobody can take over the tenancy after your death.
- d** If, under these conditions, more than one person qualifies to take over the tenancy, we will decide who takes on the tenancy.

## **11 General information**

- a** The headings and guidance notes in this agreement do not form part of it, and you should not take them into account when understanding it.
- b** The general advice in the tenant's handbook does not form part of or change the conditions of this tenancy agreement.
- c** Any notice which we give you will have been given properly if we give it to you personally, deliver it through the letterbox of your home, leave it at your home fixed to the front door or other visible part of your home, or send it by post to you at your home (whether or not you receive it.)

- d** You can give us any notice (including notices in proceedings) by sending it to or handing it in at **Housing Management Services, The Basildon Centre, St Martin's Square, Basildon, SS14 1DL** or any other address we have given you for this purpose.
- e** If we or you post a notice, it will be assumed to have been delivered on the second working day after the day on which it was posted.

## **12 Changing the conditions of this agreement**

We must ask your views about any proposed changes to these tenancy conditions (except for rent) in line with our tenant participation arrangements.

If we decide to make any changes, we will give you at least four weeks' notice before they come into force.

## **13 Extra conditions**

In special circumstances, we may add extra conditions to this tenancy agreement. Any new conditions will be set out in a separate sheet that you and we will sign, and it will be attached to this agreement.

