

# Secure Conditions

## GLOSSARY

<b>We, Our, Us</b>	Stroud District Council, the Landlord
<b>You, Your</b>	The Tenant/s
<b>The Property, home, dwelling house</b>	The accommodation and any garage and grounds which has been let to you under the terms of this agreement.
<b>Structures</b>	Any structures associated with the property at the tenancy start date
<b>Sublet</b>	To lease part or all of a property which you are the legal tenant of
<b>Termination</b>	End of tenancy
<b>Surrender of Tenancy</b>	An offer by you to end your tenancy
<b>Indictable Offence</b>	Criminal act which could lead to a term of imprisonment of 5 years or more
<b>Serious offence</b>	An offence as prescribed by Schedule 2A Housing Act 1985
<b>Absolute Ground for Possession</b>	Where the Court must grant the landlord possession as long as they acted in line with the law
<b>(Review) Panel</b>	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
<b>Closure Order</b>	A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time
<b>Breach</b>	Not doing what the tenancy condition says
<b>Defect</b>	A fault
<b>Reasonable Notice</b>	A period deemed to be fair when taking into consideration all relevant factors
<b>Livestock</b>	Animals used for the production of food, fibre or labour
<b>Mutual Exchange</b>	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes
<b>Total Rent</b>	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 3 of this agreement.
<b>Independent Living</b>	<b>Accommodation provided for tenants who are over 55 and that is let for the purposes of Independent Living where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.</b>

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## 1. SECURITY OF YOUR TENANCY

### 1.1 Using the property

- 1.1.1 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.2 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.
- 1.1.3 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy or unless a court orders you should be excluded or unless possession upon a ground for possession under Schedule 2 of the Housing Act 1985 is made out.
- 1.1.4 **Unless you live in at an Independent Living Site , you may sublet part of the property but not all of it. You must obtain our written permission before doing so. If you live in Independent Living Accommodation** you have no right to sublet any part of the property at any time. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit. In addition to seeking to evict you, we will also consider applying to the court for an unlawful profit order, requiring you repay to us the profits of your unlawful subletting.
- 1.1.5 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

### 1.2 Occupants and Visitors to the property

- 1.2.1 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.
- 1.2.2 If you live in **Independent Living Accommodation** you may not allow, permit or encourage any person to reside at the property, save for those expressly authorised by Stroud District Council, following the grant of the tenancy. If you allow any other person to reside at the property without Stroud District Councils consent, it will constitute a breach of tenancy and you could face eviction.

### 1.3 When we visit the property

- 1.3.1 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

## 2. LEGAL PROCEEDINGS

- 2.1 We will not seek possession of the property unless we feel it is reasonable and Proportionate to do so. We can obtain possession of the property:
- (i) By accepting a notice of termination from you (See Section 7).
  - (ii) By accepting a surrender of tenancy from you (See Section 7).
- 2.1.1 We may also seek possession of your property using any of the grounds set out in Schedule 2 of the Housing Act 1985 as may be amended, from time to time. They currently include:
- (i) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.
  - (ii) Ground 2: The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence committed in, or in the locality of, the dwelling-house.
  - (iii) Ground 3: The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as they ought reasonably to have taken for the removal of the lodger or sub-tenant.
  - (iv) Ground 5: The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant, or a person acting at the tenant's instigation.
- 2.1.2 In line with The Anti-Social Behaviour, Crime and Policing Act 2014 the Council may also consider using the absolute ground for possession, as may be amended from time to time. This currently means that the Court must make a possession order unless to do so would be wrong under human rights, public or equality law. In the event of any of the following circumstances the Council may apply for possession:
- (i) If the tenant, someone residing at the property, or a visitor to the property is convicted of a serious criminal offence.
  - (ii) If the tenant, someone residing at the property, or a visitor to the property is found by a Court to have breached any terms of an Injunction as described in Part 1 of this Act.
  - (iii) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under Section 30 of this Act – committing an act which is prohibited by a criminal behaviour order or fails to do something they are required to do by a criminal behaviour order.
  - (iv) If the property is, or has been, subject to a Closure Order.
  - (v) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under the Environmental Protection Act 1990. Offences would be condition

of the property, smoke, fumes or gases from the property, animals kept in the property, artificial light emitted from the property and noise emitted from the property that is prejudicial to health or a nuisance.

2.1.3 You will be served with a Notice informing you of our decision to apply for possession. If we are relying on an absolute ground, you have the right to request a review of the decision to serve this Notice but the timescales involved are limited:

- (i) **Possession Proceedings** - You must inform us in writing of your request to review the Notice within 7 days of the Notice being served on you.
- (ii) You can choose to have your review conducted in person or without you being present.
- (iii) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you.
- (iv) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession.

2.1.4 We can choose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (i) Sending or posting it to, or leaving it at the Property;
- (ii) By affixing it to a prominent part of the Property such as window or door;
- (iii) By giving it to you or anyone at the address; or
- (iv) By sending it to your last known address.

2.1.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

2.1.6 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

## 2.2 Rights of Third Parties

2.2.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

## 3. RENT

### 3.1 Payment of rent

3.1.1 You must pay the rent (including all service charges) on time for the use of your home. The rent will be charged weekly.

3.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. The Notice will tell you how much you have to pay and when you must start paying it.

3.1.3 If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.

### 3.2 Breach of Terms

3.2.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

3.2.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

### **3.3 Services and Service Charges**

3.3.1 We agree to use all reasonable endeavours to provide the Services.

3.3.2 In consideration of us providing the Services, you agree to pay the Service Charges.

3.3.3 The Service Charge shall be calculated by us by apportioning the cost of providing the Services on a fair and reasonable basis as between the dwellings within the Estate which benefit from the Services.

3.3.4 The Service Charge will normally be reviewed annually at the same time as the Rent is reviewed but we reserve the right to review the Service Charge during the service charge year in the event that we incur any costs in providing the Services which could not reasonably have been anticipated at the previous annual review. Any variation in Service Charge will be

In accordance with applicable laws.

Any variation in Service Charges will be dealt with in the same way as a variation in your Rent (see clause 3.1.2 above).

3.3.5 If you are provided with any Personal Services by us then in addition to the other charges referred to in this Clause 3.1.2, we will charge you separately for these Personal Services. The charge for Personal Services will be a fair and reasonable one based upon the cost of providing those services to or for you and will be payable annually at the same time and in the same manner as for other payments under this clause 3.1.2.

3.3.6 You have a RIGHT TO APPEAL to the First Tier Tribunal against your Service Charge or Personal Service Charge. Information on the grounds for and how to appeal can be found in schedule to this agreement.

## **4. REPAIRS**

### **4.1 If you discover a defect**

4.1.1 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time, keeping a record of the time date and method of reporting any defect.

4.1.2 If you fail to notify us of a defect, which is our responsibility to repair, as per 3.1.1, we may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.

### **4.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985**

4.2.1 We will maintain all aspects of the structure of the property.

4.2.2 We will maintain gas, water, electricity and sanitary systems in the property.

4.2.3 We will maintain space and water heating systems in the property.

4.2.4 We will maintain structures and water and electricity systems for shared areas.

### **4.3 Allowing us access**

4.3.1 You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.

4.3.2 We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.

4.3.3 If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.

### **4.4 Decanting**

4.4.1 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

### **4.5 If you are not satisfied with our work**

4.5.1 If you are not satisfied with work carried out by us, the time taken to undertake work or any works you have reported which you say are outstanding, you must promptly inform us in writing and allow us the opportunity to put it right. If you remain unsatisfied you must escalate your complaint through our complaints policy at **Tenant.Complaints@stroud.gov.uk**. In some circumstances you may wish to use the procedures available under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

### **4.6 Your responsibilities**

4.6.1 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.

4.6.2 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.

4.6.3 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.

4.6.4 **You are responsible for insuring the contents of the property. We are not responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.**

**If your home becomes un-inhabitable due to fire, flood or for any other reason caused by your actions or failure by you to comply with your obligations under your tenancy agreement we will assist you with finding temporary alternative accommodation; however this may not be local. In these circumstances you will be responsible for the cost of your travel and food and other normal living expenses. If we obtain temporary accommodation for you we may re-charge you the cost of providing that**

**accommodation.**

#### **4.7 Property Alterations and additions**

- 4.7.1 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the property or pay our costs or doing so.
- 4.7.2 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 4.7.3 You must not undertake any external decoration to the property without having our written permission to do so.
- 4.7.4 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

#### **4.8 Recharges and breach of terms**

- 4.8.1 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 4.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 4.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.
- 4.8.4 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 4.8.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **5. THE PROPERTY**

### **5.1 Using the property**

- 5.1.1 You must keep the property clean and tidy.
- 5.1.2 You must not store excessive amounts of furniture or material in the property.
- 5.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

#### ***Health and Safety in the property and communal areas***

- 5.1.4 You must comply with any health and safety directions we give you, including:

- Not smoking in the property when our staff, agents or contractors are visiting;
  - Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;
  - Not smoking or drinking alcohol in internal communal areas;
  - Not using electrical sockets in communal areas;
  - Ensuring that fire doors are remained closed when not in active use;
  - Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;
  - Keeping escape routes clear and following evacuation procedures displayed in communal areas;
  - Any directions about not using loft spaces;
  - Not overloading electrical plug sockets within the property; and
  - Removing an excess hoarded belongings when asked to do so
  - **Lofts must not be used for storage but should be kept clear in case remedial works need to be carried out;**
  - **CCTV or Video doorbells must not be installed without our written consent and any conditions imposed in that consent must be strictly complied with. We will have regard to the legal requirements relating to privacy and all other relevant matters when considering whether to grant consent which will be at our absolute discretion**
- 5.1.5 **Radon is identified as a potential hazard in dwellings in the Housing Act 2004 You must ensure that radon equipment installed in your property is left to run continuously. If you fail to do so the Local Authority will take enforcement action dependent on the severity of the risk**

## 5.2 Garden

- 5.2.1 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.
- 5.2.2 If you live in **Independent Living Accommodation**, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 5.2.3 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.
- 5.2.4 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.
- 5.2.5 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.
- 5.2.6 You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.
- 5.2.7 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).



### 5.3 Communal areas

- 5.3.1 If you have shared hallways and gardens you must keep those areas clean and tidy. **Personal items such as toys trampolines, play houses and other similar objects or structures must not be left in these areas. The construction or erection of sheds, fences, gates and other structures in these areas is prohibited.**
- 5.3.2 If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 5.3.3 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.
- 5.3.4 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

### 5.4 Vehicles and driveways

- 5.4.1 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.
- 5.4.2 You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.
- 5.4.3 You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.
- 5.4.4 You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on the property or any land that we own.
- 5.4.5 If you wish to keep a mobility aid such as a scooter, motorised wheelchair ( or any type of similar mobility aid) you must get written permission first. This permission will not be unreasonably withheld and will be based on the relevant health & safety requirements being adhered to.
- 5.4.6 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

### 5.5 Operating a business

- 5.5.1 You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.
- 5.5.2 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

## 5.6 Allowing us access

- 5.6.1 We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You must allow us access to the property to conduct these inspections, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.
- 5.6.2 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it our Officers and Contractors may request other evidence to prove your identity.

## 5.7 Breach of terms

- 5.7.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.
- 5.7.2 You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement action against you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.
- 5.7.3 Any costs incurred in taking legal proceedings against you will be recharged to you.

# 6. BEHAVIOUR

**6.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas. Stroud District Council will not tolerate violence or threats of violence towards any member of its staff. We will work with the police and other agencies in using existing legal remedies against any person using or threatening violence. This may in appropriate circumstances include obtaining injunctions and or a possession order resulting in eviction**

## 6.2 Community responsibilities

- 6.2.1 You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more persons in the locality of the property. Nuisance or annoying behaviour includes, but is not limited to:
  - 6.2.1.1 Playing loud music or amplified sound;
  - 6.2.1.2 Shouting, banging or slamming doors;
  - 6.2.1.3 DIY or operating domestic machinery between the hours of 9:00 p.m. and 6:00 a.m.;
  - 6.2.1.4 Being abusive to others, including (but not limited to) racist, homophobic, disability, religious or sex-based abuse;
  - 6.2.1.5 Behaving in an intimidating or threatening manner to others;
  - 6.2.1.6 Regularly using foul language so that others can hear it;
  - 6.2.1.7 Allowing dogs to bark excessively;
  - 6.2.1.8 Not cleaning up any mess left by your pets;

- 6.2.1.9 Causing damage to property belonging to other people;
  - 6.2.1.10 Gang related activity;
  - 6.2.1.11 Fly tipping
  - 6.2.1.12 Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property
- 6.2.2 Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes 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. The abuse can encompass, but is not limited to:
- 6.2.2.1 psychological
  - 6.2.2.2 physical
  - 6.2.2.3 sexual
  - 6.2.2.4 financial
  - 6.2.2.5 emotional
- 6.2.3 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.
- 6.2.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.
- 6.2.5 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.
- 6.2.6 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.
- 6.2.7 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

### **6.3 Using the property**

- 6.3.1 You must not use the property for the purpose of distribution, storing, growing, making or consuming illegal drugs.
- 6.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.
- 6.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

### **6.4 Pets and Livestock**

- 6.4.1 You may be permitted to have a pet. You must have written permission from us prior to

taking on responsibility for a pet.

6.4.2 You must ensure that any pet you are responsible for:

- (i) Is under proper control at all times.
- (ii) Is kept in a safe and hygienic manner.
- (iii) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
- (iv) Does not damage property belonging to Stroud District Council or our Contractors.

6.4.3 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.

6.4.4 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.

6.4.5 If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.

6.4.6 Any requests for permission will need to be made in writing to Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk).

## **6.5 Breach of terms**

6.5.1 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.

6.5.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **7. CHANGES TO YOUR TENANCY**

### **7.1 Assigning your tenancy**

7.1.1 There are a number of ways you may be able to assign your tenancy.

7.1.2 The Court can order you to transfer your tenancy to your spouse or civil partner.

7.1.3 With our written permission you may assign your tenancy to a person qualified to succeed to your tenancy (see clause 7.1.8 below).

7.1.4 A person who qualifies to be assigned your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying assignee to transfer to a property more suitable to their needs.

7.1.5 You may assign your tenancy by way of mutual exchange. You must have our written permission before you assign your tenancy or move home in relation to a mutual exchange.

7.1.6 We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.

7.1.7 If you live in Independent Living your right to assign the tenancy may be limited or

restricted due to the nature of such a tenancy and the need to carefully control those who occupy such accommodation. Stroud District Council reserves the right to refuse consent to assign an Independent Living tenancy where the proposed assignment would be to a person who does not qualify for such accommodation.

### **Succession (when a tenant dies)**

- 7.1.8 A joint tenant will succeed to the tenancy as a sole tenant.
- 7.1.9 If your tenancy commenced prior to 1<sup>st</sup> April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:
  - 7.1.9.1 Are your spouse or partner and occupied the property as their only or principal home at the time of your death and throughout the 12 month period preceding your death; or
  - 7.1.9.2 In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.
- 7.1.10 If your tenancy commenced on or after 1<sup>st</sup> April 2012, if you are a sole tenant, if you die your spouse or partner may succeed to your tenancy as long as they have occupied the property as their only or principal home at the time of your death.
- 7.1.11 A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.
- 7.1.12 Only one succession throughout the life of a tenancy will be considered.

## **7.2 Right to buy**

- 7.2.1 If you live in Independent Living you are excluded from exercising the Right To Buy your home. This is based on the Housing Act 1985, Schedule 5, Section 10.
- 7.2.2 For those not living in Independent Living accommodation you may be eligible for the Right To Buy your home. You must notify us in writing if this is your intention.

## **7.3 Changes to the tenancy conditions and Tenancy Transfers**

- 7.3.1 **We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, we will seek your views and take account of them.**
- 7.3.2 **You can apply to transfer your tenancy through the homeseekerplus portal. If you are offered a transfer then an inspection of your current property will take place. If damage or disrepair is identified then the offer of transfer will be withdrawn unless you are able to remedy the damage or disrepair promptly and to our satisfaction**

# **8. ENDING YOUR TENANCY**

## **8.1 Giving us notice**

- 8.1.1 You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.

- 8.1.1 The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.

## **8.2 Your responsibilities after giving us notice**

- 8.2.1 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.
- 8.2.2 If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession and change the locks, which we will also charge you for.
- 8.2.3 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

## **8.3 If you don't give us notice**

- 8.3.1 If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.
- 8.3.2 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.

## **8.4 If you breach your tenancy conditions**

- 8.4.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 8.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **8.5 Other reasons why we may seek to end your tenancy**

- 8.5.1 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy.
- 8.5.2 You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.