

## Introduction

This booklet sets out the tenancy conditions of a City of Lincoln Council secure and introductory tenant. It explains your legal rights, the duties the council has as your landlord and the duties you have as a tenant. If you accept a tenancy with the Council we expect you to:

- keep to these conditions
- pay your rent on time
- take good care of our property
- have consideration for those living around you.

We want our services to be available to everyone who needs them. We aim to tackle discrimination, promote equality and comply with the Equality Act.

## Introductory tenancies

New tenants have introductory tenancies for a trial period of one year before gaining the rights of a secure tenant. Unless we take action to end or extend a tenancy during a trial period, it becomes secure one year after it began.

This does not apply to you if you are already a secure tenant moving from one tenancy to another or if you are an assured tenant of a registered housing association. This booklet is the tenancy conditions for both introductory and secure tenants. Most of the tenancy conditions are the same for both although introductory tenants have fewer rights. Please read this booklet carefully or ask us to explain it to you.

## Joint tenancies statement

When a new tenancy begins we will normally offer joint tenancies to all married couples, couples with a registered civil partnership and couples who live together.

## Photographs

We may take photographs of all new tenants including: when a tenancy changes to a joint tenancy, when there is a succession or assignment, and when tenants move home. Photographs help identify people living in our properties without our permission.

# [A] Your rights

## [1] Security of tenure

### [a] Secure tenants

If you are a secure tenant you have 'security of tenure' as long as you remain a secure tenant under the terms of the Housing Act 1985. This means that we can only take possession of your home:

#### **Either**

- by going to court to get a Possession Order on one or more of the grounds set out in Schedule 2 of the Housing Act 1985, as amended, which include breaking any of the tenancy conditions.

These are summarised in Section I.

(We must tell you if we are going to apply for a Possession Order, and give our reasons, before we apply for a court hearing. The court will only grant an order if we prove one or more 'grounds for possession').

#### **or**

- if we accept your surrender of the tenancy

#### **or**

- you serve us with a valid Notice to Quit

#### **or**

- if a court has made an order to demote your secure tenancy because you have behaved anti-socially.

118

### [b] Introductory tenants

If you are an introductory tenant we must go to court to get a Possession Order to repossess your home but we do not have to prove a ground for possession to get one; we only need to prove that we have followed the correct procedure.

We will consider repossessing your tenancy if you have broken your tenancy conditions or if any of the grounds for possession that apply to secure tenancies as set out in Schedule 2 to the Housing Act 1985 apply to you.

A summary of the grounds for possession of a secure tenancy is contained at section I.

## [2] Your right to improve

Secure tenants have the right to carry out improvements to their homes. However, we must first give our permission in writing and you must get the relevant planning permission. If you are an introductory tenant you do not have this right.

### **An improvement includes:**

- Adding anything to, or altering, your home, the council's fixtures and fittings, or the provision of services
- Putting up a radio or television aerial
- Decorating the outside of your home.

### **We will not unreasonably refuse our permission.**

You must not put up a satellite dish on any of our properties without first getting our written permission. We will only give this in exceptional circumstances.

## [3] Your right to be consulted

All tenants have the right to be consulted and have their views considered on how we manage their homes.

### **This includes:**

- managing, maintaining, improving or demolishing homes
- providing services or amenities
- changes in the practice or policy of the council likely substantially to affect a number of tenants. Also, tenants have a right to be informed about our allocation policies.

## [4] Your right to see information we hold about you

Under Data Protection law you have the right to see information we hold about you. If you ask us to make a copy of your records we can ask you to pay £10 towards the cost.

# [B] Our duties

## [1] Security of tenure

We will grant security of tenure to all tenants who are secure tenants under the Housing Act 1985. We will only seek possession against secure tenants through the courts on one or more of the grounds set out in Schedule 2 of the Housing Act 1985. (These are summarised in Section I.)

## [2] Repairs

We will keep in repair and in good working order:

- the structure and exterior of the premises;
- the services supplying water, gas, electricity, sanitation, and space and water heating; and
- appliances for delivering these services which we have installed.

We will not be responsible for carrying out work or repairs for which you could be liable due to your duty to use the premises in a tenant-like manner.

We will repair and keep in good working order shared boilers and heating mains.

## [3] Services

We will provide any services we think are needed, and maintain them to a reasonable standard. These may include door entry systems, lifts, and caretaking and cleaning services. We will not be responsible for any failure in our services beyond our reasonable control.

## [4] Quiet enjoyment

We will not interfere with your right to the quiet enjoyment of your home during your tenancy.

## [5] Antisocial behaviour

We will investigate complaints of antisocial behaviour and we will give you help and advice if you are affected.

## [6] Major repairs and improvements

We will ask for and consider the views of all tenants affected by any proposed major repair or improvement schemes. We will try where possible to make sure tenants are able to return to their original homes, unless they would be under occupied.

## [7] Data protection

We process personal data to carry out our work and to meet our duties under these tenancy conditions. Data is processed in a way that keeps to the duties we have under the data protection laws.

# [C] Your duties

## [1] Rent

- a) You will pay the weekly rent and other charges for your home regularly and on time.
- b) Rent is due weekly in advance every Monday. We encourage all tenants to pay by Direct Debit
- c) If we change the rent and other charges, such as heating, we must give you at least 4 weeks' written notice, and let you know you have the right to end the tenancy..
- e) You will also pay as rent any amount you owe us for any current or past tenancy. We will write to you within 90 days of the start of the new tenancy, or send you a formal notice, to tell you how much extra you will have to pay.
- f) If you need help in paying your rent, or think you may be entitled to benefits to help with your rent or council tax, contact us on **XXXXXXXXXXXX**

## [2] Antisocial behaviour

- a) You or anyone else living with you or visiting your home, must not do, cause, encourage or allow to be done, anything which causes or is likely to cause nuisance, or may cause harassment or annoyance to anyone else. This applies in your home, on your estate, on any of our property, or in the locality of your home.
- b) If anyone else lives with you, or visits your home, you are responsible for how they behave in and around your home, on any part of the estate, on any property belonging to the council or in the locality of your home.

### **Examples of anti-social behaviour include:**

- harassment, including racial harassment and domestic violence
  - noise nuisance
  - dumping rubbish or furniture
  - failing to control children who are causing a nuisance or damage to property, including graffiti
  - criminal activity
  - throwing things off balconies or out of windows
  - breaking shared security, for example allowing strangers to get into the building
  - not keeping pets under control, including excessive barking of dogs and dogs fouling in communal or shared areas
  - drug dealing in properties or on estates
  - spitting or urinating anywhere in the communal areas of the block or on the estate.
- c) You must not do or allow anything to be done that is harassment. This applies in your home, anywhere on our property or in the locality. It includes abusive behaviour, verbal or otherwise, based on race, religion or faith, disability, sexuality or gender.
- d) You must keep noise, including televisions, radios, record players, musical instruments and so on, to a reasonable volume at all times.
- e) The following condition applies if you live in a flat or maisonette and we inform you in writing that we are aware of noise nuisance coming from your property:  
You must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a suitable other floor covering that has similar noise reducing qualities. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the council.
- f) The following condition applies to all tenants:  
You must not put down laminate floor coverings or other types of wooden or artificial floor coverings without written permission. We will not give you permission unless we are satisfied that you have done enough to reduce noise nuisance to other residents.
- g) You must not keep any firearms unless you are legally entitled to hold them. Examples of firearms include air-weapons, shotguns, replicas and de-activated weapons. If you have a legal firearm you must use and store it only in ways the law allows
- H) you must not store any item in a communal area due to Fire Safety Requirements. This includes carpeting or door mats, pictures, plants, prams, bike, mobility scooters and other personal belonging: this list is not exhaustive

### **If you, a member of your household, or a visitor cause a nuisance or annoyance or otherwise break any of these conditions, the Council can take legal action against you, for example:**

- We can ask a court for an injunction. This is a court order to stop behaviour that causes a nuisance or annoyance. If you break the order you can be fined or imprisoned or both. You may also be banned from a property or area.
- We can ask a court to give us possession of your home and evict you and anyone living there.

- We can ask a court to demote your secure tenancy so that you lose your security of tenure for a period of time.
- We can ask the court for possession if you or anyone living with you or visiting your home has been convicted of a serious offence in the local area, such as drug dealing or actual bodily harm, or because you have broken certain types of court order. If we do this, the law says that the court must order possession. We will consider carefully whether possession is appropriate in each case. The Council will consider all the legal remedies available to us to deal with nuisance and antisocial behaviour. At the same time we will, if we can, give you advice about what to do to keep your tenancy. If we take legal action we can ask the court to give us an order against you for our legal costs.

### [3] Living in your home

a) You must use the property as your only or main home.

b) We have the right to stop you using your home, or any part of it, for anything other than living in.

c) During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy.

If you inherit a property this condition can only be broken once you have owned the property for more than 12 months.

In deciding whether you have broken this tenancy condition we will consider:

- whether the property is fit to live in
- whether you have acquired the property for use as a holiday home only and whether it is only suitable for that purpose
- whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances
- whether it would be reasonable in all the circumstances for you to sell the property.

d) You must not assign the tenancy unless:

- It is by court order under the Matrimonial Causes Act 1973; Matrimonial and Family Proceedings Act; Children Act 1989 or Civil Partnership Act 2004.
- You do it under the right to exchange (introductory tenants do not have this right); or
- It is to a person who would be legally entitled to succeed to the tenancy. In this case, you must first get our written agreement. When we are deciding whether to give our agreement, we will look at:
  - whether your home would have more bedrooms than you need;
  - whether your home has any special services or adaptations designed to make it suitable for a disabled person; or
  - anything else which we think is relevant to the assignment.

e) You must not give up possession of or sub-let all of your home. Subletting and profiting from subletting are criminal offences and could lead to a fine or imprisonment and an order that the profit made from the sub-letting is repaid.

f) You must not give up possession of or sublet any part of your home without our written agreement (introductory tenants do not have this right). We will not refuse permission unreasonably.

g) You must tell us if you will be away from home for more than 28 days (this is so we know that you have not abandoned your tenancy). If you don't use your property as your only or main home, or you don't tell us when you will be away for more than 28 days months, we will consider taking action to end your tenancy. You will not have broken this tenancy condition if you have been in hospital.

h) You are allowed to be away from your home for up to 6 months and have someone else live there and act as your agent. But you must first tell us and get our written agreement. If you do not get our written agreement you could put your security of tenure at risk.

In certain circumstances (for example if you are working or studying away from home temporarily) we will consider agreeing for you to be away for more than 6 months as long as we are satisfied that your tenancy address remains your main home.

i) You may take in lodgers, as long as you do not give up possession of all your home. Introductory tenants do not have this right but we will consider requests from disabled introductory tenants for a carer to live with them.

j) You must not overcrowd your home.

k) Joint tenants are not allowed to pass their share in the joint tenancy to any of the other joint tenants. The only exception to this is where their share is assigned in one of the ways allowed by these conditions.

l) The Council will set aside an annual quota of homes for foster carers. If you are allocated a home to be a foster carer and later on don't need as many rooms, or stop fostering, we may take possession action.

#### [4] Relationship with council officers

You must not obstruct, abuse, harass, threaten or assault anyone working for the Council. This applies whether or not they are carrying out their duties for the council. You must not cause, allow or encourage anyone else to do so. This rule also applies to anyone living with you or visiting your home.

You must do anything reasonable we ask you to do in connection with the way you use your home and our property. We have the right to gain access to your home at all reasonable hours through our housing staff, or any other authorised person. You must give us access if we make a reasonable request. Reasons why we may wish to gain access to your home include to:

- a) inspect the state of repair and condition of your home or those next to it;
- b) carry out gas safety inspections;
- c) repair, alter or improve your home, or those next to it. This includes electrical wiring, gas and water pipes or drainage and heating systems;
- d) make sure no-one is breaking these tenancy conditions or Health and Safety regulations.

If we need to get into your home very urgently and you do not agree, or we cannot contact you, we have the right to force entry to your home without a court order. Examples of when we could do this include when there is a serious leak of water from your home or we urgently need to repair something that poses a health and safety risk to you or your neighbours. You must not offer, or give, any gift to anyone working for the Council. Do not let anyone into your home unless you are sure who they are. Anyone representing the council will show their identification card if you ask them.

#### [5] Repairs

- a) You must tell us at once about any damage to your home and any defects likely to cause injury or damage to people or property.
- b) If there is any damage to, or neglect of, your home or the Council's property and it is caused by you, anyone living with you or visiting your home or by your animals you must put it right at your own expense.
- c) You must keep your home clean and free from rubbish. If you do not, we will charge you for any work we need to do because of this, such as removing rubbish.
- d) We will normally send you a bill for the cost of lost keys, repairs or damage for which you are responsible.
- e) You (or anyone living with you or visiting your home) must not interfere with security and safety equipment in communal blocks. Doors should not be jammed open and strangers should not be let in without identification.
- f) You must not tamper with any meters in your home, whether they belong to the council or to other statutory bodies.
- g) If the heating or hot water services break down, tell us straightaway.

#### [6] Gardens and other areas let with the tenancy

- a) Any gardens or other areas (for example balconies, patios or yards) let as part of the tenancy are covered by this contract.
- b) You must not, without our written permission, remove, plant or put up, any hedges or fences, or remove or prune any trees.
- c) You must keep your garden, patio, balcony, fitted window box or other area let with the tenancy, neat and tidy.
- d) If you would like to garden any of the communal areas on your estate or outside your block please get our agreement first. The council wants to encourage people to improve their environment and will agree reasonable requests (this condition is not intended to cover pot plants or hanging baskets).

#### [7] Animals

a) You, people living with you and people visiting you, must not cause, encourage or allow any animal to do anything which causes, or is likely to cause:

- a nuisance; or
  - harassment or annoyance to anyone else on any property belonging to us. This includes persistent barking, and mess caused by dogs fouling our property.
- b) If you own or keep a dog you must make sure:
    - i it does not foul any property belonging to us;
    - ii it is kept on a lead and with a responsible person whenever it is outside and on any of our property;
    - iii any mess caused by the dog fouling any of our property is cleared up (unless you are a blind person and it is your guide dog);
    - iv it does not enter any children's play area or other dog-free zone (unless you are blind or disabled person and it is your guide or assistance dog).
  - c) Neither you nor anyone living with you is allowed to cause, encourage or allow more than 2 dogs to be kept in the premises at any one time.

d] You must not keep, or allow your visitors to bring onto council property, any breed of dog classed by law as dangerous.

e] We may, if we decide, ban you and anyone living with you from causing, encouraging or allowing any animal to be kept on any of our properties. This ban will automatically be a new condition of your tenancy.

f] g] You must not have more than 2 cats in your home unless you have obtained our written agreement to have more. We will only agree in exceptional circumstances and in considering whether to agree we will take into account:

- the size and location of your property;
- whether we have received any complaints about any animals you already have.

h] Do not feed pigeons or any other animal likely to become a pest, outside the building or on the balconies.

## [8] Parking

You must not, without our written agreement:

a] park a vehicle, or allow anyone living with or visiting you or your home to park a vehicle, on any part of the estate other than on your own parking area or on a visitors' parking area;

b] park a vehicle, or allow anyone living with or visiting you or your home, to park a vehicle other than a private car, motorbike or other equivalent vehicle

c] park caravans, boats, trailers, lorries or other business vehicles without first obtaining written permission

d] park on a forecourt, including block and garage site entrances or on any grassed area

use communal electricity supplies to charge and electric vehicle or mobility scooter

**e] You are not allowed to sublet a car parking space which is our property.**

f] You are not allowed to use a garage for any purpose other than to store a roadworthy motor vehicle.

g] you must not carry out any repairs to a vehicle not owned by you or a member of your household. You must not carry out any major repairs to any vehicle at your home or in a communal area or land owned by the Council

## [9] Insurance

The council's buildings insurance does not cover tenants' possessions. We strongly recommend that you take out household insurance with a reputable insurer to include cover for contents and broken windows (this condition does not affect your legal right to claim compensation from the council if the damage was caused by the negligence of the council or its agents).

If you have arranged household insurance through us and do not pay your insurance charges, we will cancel the insurance policy.

You must tell us in writing if you want to stop paying your weekly household insurance charge. We will only cancel it from the Monday after we get your notification.

## [10] Shared areas

a] You, and the other tenants of the building, are responsible for keeping all shared areas in the building and the grounds clean and tidy.

b] All tenants must make sure communal stairs and walkways outside their home are kept tidy and free of clutter.

c] You must not leave rubbish outside your property, all rubbish must be disposed of via household waste collection or disposal by your arrangements

## [11] Fire Safety

You, or anyone living with you or visiting you, must not do anything that might cause a fire hazard.

# [D] Ending your tenancy

i Your tenancy may only be ended by a court order, a Notice to Quit from you, or if you surrender it. If you surrender your tenancy you must give us full 'vacant possession'. You, and everyone else living there, must move out. You must give us back all the sets of keys before your tenancy can be ended.

ii If you want to end your tenancy, you must give us a minimum of 4 weeks' notice in writing ending on a Monday. If you do not give this notice, or you give less than 4 weeks' notice, you will be breaking this condition and you may be charged an amount for damages of up to the equivalent of 4 weeks' rent. (This does not

apply if you are moving to another council property.)

iii You must leave the property and garden in a clean and tidy condition. All your belongings must be removed unless we have given you written agreement to leave some belongings in the property. If you do not, we may assume you have abandoned these items and may dispose of them without contacting you although we will keep to our legal duties under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982. We will also charge you a reasonable cost for removal, storage or

disposal and a sum for lost rental income for the period we are unable to re-let the property due to having to clear the items.

**v** If you are a sole or joint tenant and accept an offer of another council home this means you have surrendered your tenancy.

**vi** Tenancies start and end on a Monday. You must return the keys to us by 12 noon on the Monday your tenancy ends. This includes all keys to your home, keys to communal areas and door entry key fobs. If you do not do this, you will have to pay an “occupation charge”. (This will be equal to the full rent up to the Monday following the day you return the keys.)

**vii** When you leave, you must give us a forwarding address. If you do not, we may not contact you to refund any money due to you, for example overpaid rent or heating refund.

## [E] Passing on the tenancy when a tenant dies (succession)

1. There can be one succession.
- 2.

**Re-write this section**

## [F] Accepting these tenancy conditions

If you ‘enter into possession’ of one of our homes, this means that both you and we agree to keep to these tenancy conditions. You enter into possession of one of our homes if you, for example:

- move in
- move your belongings in; or
- collect the keys.

## [G] Changes to these tenancy conditions

It is a condition of the tenancy that we may alter these conditions any time by your agreement or by serving you with a ‘notice of variation’.

We will tell you before we serve you with a notice of variation. We will write to you and tell you about any proposed changes.

## [H] Serving notices

**By us**

**i** If we have to give you written notice we will do this by

- delivering it to you personally; or
- delivering it to your home; or
- sending it by post to your home; or
- sending it to you by email; or
- any other method approved by law.

This condition applies to any Notice of Seeking Possession, Notice to Quit and other notices, whether or not under these conditions.

**By you**

**ii** If you want to serve a notice on us (including notices in legal proceedings), it must be served at:

City of Lincoln Council  
Housing Service  
City Hall  
Beaumont Fee  
LN1

# [I] Grounds upon which we may seek possession of a secure tenancy and reasons why we may seek possession of an introductory tenancy.

A summary of the **main** grounds for possession is given below:

Ground

1

If you are behind with your rent or have broken your tenancy conditions in some other way.

2a

Conduct causing a nuisance to people living, visiting or going about their lawful business near your home.

2aa

Conduct causing a nuisance to the landlord (or anyone working for the landlord) which impedes the landlord carrying out its housing management functions.

2b

Conviction for using the premises for immoral or illegal purposes or committing an offence in or near your home that is serious enough to be tried in the Crown Court.

2A

Domestic violence, or the threat of domestic violence, which causes a partner to leave your home.

3,4

Damage to the premises, or shared areas, or to any furniture we provide, by the tenant or lodger or sub-tenant.

5

If you got the tenancy by making a false statement (including another joint tenant making a false statement).

6

You got the tenancy through the right to exchange and paid a premium.

8

The tenancy was a temporary one while work was being done to your previous home and that previous home is now fit for you to move back into.

9

The premises are statutorily overcrowded.

10

We need your home to be empty, because we intend to demolish, rebuild or carry out work on the premises or the building in which premises are situated.

10A

The premises are in a redevelopment scheme and the Secretary of State agrees.

13

Your home has been designed for letting to people with disabilities, there is no one with a disability living there, and we need to relet your home to such a person.

15

We intend your home to be let to people with special needs (for example, sheltered housing), there is no one with special needs living in your home, and we need to relet your home to such a person.

15A

Your home is bigger than we consider is reasonably needed. If you took over the tenancy as a family member other than the spouse or partner of a tenant who died, we can take possession action between 6 and 12 months after we learn of the former tenant's death.

**If we seek possession on any of points 9 to 15A above, we will offer secure tenants suitable alternative accommodation.**

The above list is a summary of the main legal grounds that the council can use to gain possession. For the full list see Schedule 2 of the Housing Act 1985, as amended.



The council can also seek automatic possession against a secure tenant if any of 5 grounds (listed in section 84A of the Housing Act 1985) have been proved such as if you or a person visiting the dwelling-house has:

- committed a serious criminal offence;
- breached an injunction granted to prevent anti-social behaviour;
- breached a criminal behaviour order;
- had your home been made subject to a closure order lasting more than 48 hours;
- breached an abatement notice under the Environmental Protection Act 1990 in relation to, for example, noise.

If you lose your security of tenure the council can also seek possession by serving you a Notice to Quit. The council can seek possession on any of the above legal grounds or on any other grounds that the law may introduce in the future. However, we will follow any relevant policy in deciding whether to take action. If you have any questions, please contact us.

## **[J]** Independent Living Tenancies/ Supported Housing Tenancies

This applies only if you live in independent living / supported housing accommodation.

**ii** The tenant must agree to all reasonable requests by us, for example:

- a.** requests for regular contact as per the individual Independent Living plan to check on your well-being.
- b.** keeping to the proper hours and conditions of use for shared facilities (such as laundry rooms, and so on).
- c.** using alarm equipment properly, and allowing access for repairs to facilities, including alarm equipment.