

# Supplement for

## Housing and Homelessness Panel (Panel of the Scrutiny Committee)

On **Monday 24 April 2023** At **6.00 pm**

### Supplement - Agenda Item 6: Tenancy Agreement

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	The Head of Housing Services has submitted a report on the new Tenancy Agreement for Council tenants.	
	Cllr Linda Smith, Cabinet Member for Housing, and Bill Graves, Landlord Services Manager, have been invited to present the report and to answer the Panel's questions.	
	The Panel is recommended to consider the report and to make any recommendations it considers appropriate.	

The agenda, reports and any additional supplements can be found together with this supplement on the committee meeting webpage.

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**To:** Housing and Homelessness Panel  
**Date:** 24 April 2023  
**Report of:** Head of Housing Services  
**Title of Report:** Updated Tenancy Agreement – Council Tenants

<b>Summary and recommendations</b>	
<b>Purpose of report:</b>	To inform panel members of the proposed changes in the updated Tenancy Agreement for secure and introductory Council tenants.
<b>Cabinet Member with responsibility:</b>	Councillor Linda Smith, Cabinet Member for Housing
<b>Corporate Priority:</b>	Support Thriving Communities
<b>Policy Framework:</b>	Housing, Homelessness and Rough Sleeping Strategy
<b>Recommendation: That the Panel resolves to:</b>	
1. <b>Consider</b> the report and agree any recommendations it wishes to make.	

<b>Appendices</b>	
Appendix A	Summary of Amendments
Appendix B	Tenancy Agreement 2023

## Background

1. The terms and conditions of the Introductory and Secure Tenancy Agreement were last amended in September 2014. A number of important pieces of legislation have been enacted since the previous version was issued, including the Data Protection Act 2018 and the Building Safety Act 2022 together with the proposed legislation laid down in the Social Housing White Paper first published in November 2020. It is therefore essential that the agreement is updated to a document fit for future use. The Summary of Amendments is shown in Appendix A and the new Tenancy Agreement 2023 is at Appendix B.

## Process

2. The statutory process to vary a secure or introductory tenants is set out in sections 102 and 103 of the Housing Act 1985. This is a two stage process that requires a period of consultation and the service of a preliminary notice (to introduce the

consultation) and then a notice of variation once the consultation has closed, views considered and any material changes made. Initial consultation was carried out with internal stakeholders and tenant ambassadors to produce the draft agreement for consultation.

3. Following agreement with the Head of Housing Services and the portfolio holder, in accordance with the Housing Act 1985 a Preliminary Notice and a summary of the proposed changes were served on all Introductory and Secure tenants on the 20 January 2023 advising them of a statutory six week consultation period and requesting their views on the proposals. All feedback received was considered in conjunction with stakeholders and the document revised as necessary. A Final Notice of Variation will be served on tenants together with a copy of the new terms and conditions.

### **Proposed Amendments to the Tenancy Agreement**

4. The proposed changes to the agreement are primarily an expansion on the individual clauses to provide a clearer explanation or additions where there are additional responsibilities for the council and/or the tenant due to new legislation.

### **Consultation Outcomes**

5. An initial consultation was undertaken with the Tenant Ambassadors and the formal consultation with our tenants was carried out between 23 January to 04 March 2023 and 31 responses were received. Of these, 23 respondents were content with the changes or were asking for assistance from their Tenancy Management Officer.

Suggestions and comments that were made by respondents were:

- An annual inspection of gardens
  - Take action to terminate a tenancy after three reports of ASB
  - Elderly persons are unable to test their alarms due to mobility
  - Should be allowed to keep electric scooters in their property
  - Storage for mobility scooters to be made available everywhere
  - Two respondents did not agree with OCC keeping a photograph on their file
  - Does not agree with preventing caravans, motor homes and trailers being kept in car parks
6. No objection to a clause has been received in numbers from the tenants who responded. One further proposed change is to remove clause 19.4 and amend 10.1 to align the requirement for permission to keep pets in Housing for Older People schemes with the rest of the general needs stock (excludes tower blocks).

### **Next Steps**

7. Officers have followed the statutory process to vary the Introductory or Secure tenancies of Council tenants. The final stage is to provide a Notice of Variation to tenants informing them of the commencement date and a copy of the new tenancy agreement.

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## **Appendix A - Summary of amendments**

### **Introduction**

- The address for service of notices has been changed to Oxford Town Hall, St Aldates.

### **Section 2 – Definitions**

- This section is expanded to clarify our meaning of certain words and phrases
- This section includes new or amended definitions of:
  - a. Animals
  - b. Anti-social behaviour
  - c. Assignment
  - d. Domestic abuse
  - e. Mutual exchange
  - f. Fraud
  - g. Garden
  - h. Household
  - i. Housing for people aged over 55
  - j. Legal notice
  - k. Lodger
  - l. Locality
  - m. Older Peoples Housing
  - n. Permission
  - o. Social landlord
  - p. Sublet
  - q. Succession
  - r. Transfer
  - s. Vehicle

### **Section 3 - About Your Tenancy Agreement**

- We have expanded the right to use your photograph for the purpose of safeguarding you and others (3.14).
- We have included information that we may apply for possession proceedings on the grounds of housing fraud (3.20, 3.21).

### **Section 4 – Living in Your Home**

- We have clarified who may live with you in the property (4.4).

## **Section 6 – Repairs and Maintenance**

- This section is updated to include inspections and assessments required by law and to cover matters relating to subletting and disrepair (6.2, 6.5).
- This section introduces a requirement for you to:
  - a) Report a faulty detector to The Contact Centre and a recommendation to test smoke, heat and Carbon Monoxide detectors weekly (6.10)
  - b) Take reasonable steps to keep the property adequately ventilated and heated so as to prevent damage from condensation and mould (6.12)

## **Section 7 – Improvements and Changes You Can make**

- This section is amended to include new requirements to:
  - a. Not to install any hard flooring in an upper flat (7.3)
  - b. Install carpet underlay to help prevent the transfer of noise between flats (7.3)
  - c. Hard flooring that needs to be removed to carry out a repair will not be replaced by Oxford City Council (7.3)
  - d. Security grills to doors or windows and mini jets attached directly to the water supply will not be permitted for safety reasons (7.1)
  - e. The cost of rectification works for unsatisfactory improvements together with the cost of inspections are to be paid by the tenant (7.7)
  - f. If necessary Oxford City Council will instruct a contractor to carry out the rectifications to ensure safety regulations are complied with (7.7)

## **Section 8 – Use of Your Garden**

- The clause to keep your garden tidy is expanded to include all outside space including balconies and maintenance of temporary structures.
- New additions to this section are:
  - a. A requirement not to cut down a hedge without written permission (8.2)
  - b. A requirement to apply for and gain any necessary planning or building control agreement in addition to landlord permission (8.3)
  - c. Permission must be sought for any temporary structure (8.3)
  - d. A bonfire or barbeque is allowed provided it is not a risk to people, does not cause a nuisance and only suitable waste is burnt (8.4)
  - e. You must not use your garden, sheds or out-buildings for habitation or as a dwelling or allow another person to do so (8.5)
  - f. You must take reasonable steps to avoid attracting verminous animals into your garden. If you keep pets you must collect any faeces and dispose of them in a hygienic way and take reasonable steps to clear up and disinfect the area. Not to leave uneaten pet food in the garden to prevent pest infestation (8.6)

## **Section 9 – Health and Safety**

- This section is expanded to include:



- a. To prevent hoarding of items making the property unsafe or unclean (9.1)
- b. After collection waste bins to be returned to the property and not left on the footpath or public highway (9.3)
- c. You must not keep mobility scooters designed for external use inside the property or indoor shared areas unless in a purpose built scooter store. (9.5)
- d. Safe storage of petrol lawn mowers. (9.6)
- e. You must notify us and the Fire Service if you need to store home oxygen. (9.9)
- f. You must not tamper with or remove any device fitted for fire or carbon monoxide detection purposes. (9.10)
- g. Additional information for tenants regarding building insurance. (9.11)
- h. Confirmation that it is the tenant's responsibility to arrange contents insurance. (9.12)
- i. To refrain from smoking in a room whilst officers are present or work is being carried out and to ventilate the property before the visit. (9.13)

### **Section 10 – Animals**

- This is expanded to clarify and include:
  - a. Permission is required for each animal and permission is not given for dogs in tower blocks unless an assistance dog and on the ground floor. (10.1)
  - b. Requirement to move an animal to another room when Council officers or contractors visit to safeguard staff. (10.5)
  - c. Withdrawal of our permission to keep an animal under certain circumstances including leaving a dog unattended for an extended period (10.6)
  - d. Not to use the property for the purpose of pet breeding or to keep an unreasonable number of animals (10.9)

### **Section 11 – Your Neighbours and Community**

- Clause expanded to include taking appropriate legal action where officers have reason to believe criminal activities have taken place at the property (11.13)

### **Section 12 – Vehicles and Parking**

- This section is expanded to include new requirements for keeping, maintaining and parking vehicles:
  - a. To comply with parking scheme terms and conditions. (12.1)
  - b. You give permission for us to remove a vehicle preventing highway works and to remove a cover to find details of a vehicle. (12.1)
  - c. Not to block access to waste collection services with a vehicle (12.1)

- d. Not to park caravans, motor homes or trailers on any Oxford city Council land designated for parking (12.1)
- e. Expansion of clause not to park illegal, unroadworthy or untaxed vehicles (not SORN) on Oxford City Council land or Public Highway land controlled by Oxford City Council (12.1).
- f. Permission will not be given to park a caravan or a motor boat next to the property for fire prevention. (12.2)
- g. A mobility scooter designed for external use may only be kept inside the property or the internal communal area if it is in a store specified for that purpose. (12.8)

### **Section 13 – Assignment, Succession or Exchange**

- This section is clarified to explain:
  - a. When a tenant may pass their tenancy to another person (13.1 – 13.14)
  - b. How to move by transfer (13.15)
  - c. How a court may order the change of a tenant of a property (13.16)

### **Section 14 – Ending the Tenancy**

- This section is amended to provide the minimum requirements of a notice from you to end your tenancy (14.2)
- The section clarifies the position of the remaining joint tenant when a joint tenant gives notice to end the tenancy. (14.4)
- This section gives further information in what circumstances we will not charge you rent if you hand back the property before the end of the notice period. (14.5)
- This section is expanded to explain the requirements to bring the tenancy to an end in the event of your death. (14.6-14.8)
- Additional clause that Oxford City Council may apply for a Court Order from the County Court to direct you to comply with the tenancy agreement (14.13)

### **Section 15 – Moving Out**

- This section clarifies that a property must be handed back clean and empty of any belongings including carpets and laminate flooring. This includes clearing any external buildings and removal of temporary structures. (15.4)
- Items not to be fly-tipped or left out in the street for collection. Bulky Items to be collected before you leave the property (15.5)

### **Section 16 – Communication and Consultation**

- This section has been split into headings for clarity including:
  - a. How we will treat you (16.1)
  - b. How we will use your personal data (16.2-16.4)
  - c. How we will consult with you (16.5-16.8)
  - d. Clarification of legal obligation to cooperate and share information with the Ombudsman (16.5)
  - e. How you can make a Data Subject Access Request (16.6)
  - f. Oxford City Council to produce a Resident Engagement Strategy (16.11)
  - g. How you can make a comment, compliment or complaint. (16.12)

## **Additional Conditions**

### **Section 18 – Living in a flat or maisonette**

- This section has been amended to include all maisonettes.
- The following clauses have been amended to include:
  - a. Not to install any hard floor covering or sanded floor boards in the Property, other than on the ground floor; and then only if there is no-one living beneath you (18.4)
  - b. A reasonable grade of underlay must be used when carpet is laid.(18.4)
  - c. Tenant responsibility for the costs of removing hard flooring in breach of tenancy conditions or where access is required to carry out a repair (18.4)
  - d. Not to keep or use a barbeque, patio heater or any white goods (e.g. tumble dryer, freezer) on or directly beneath balconies. (18.5)
  - e. Permission to keep a pet will only be given in a low level block flat or maisonette (18.7)
  - f. Not to smoke in shared areas including shared walkways (18.14)
  - g. Not to erect paddling pools or trampolines in communal areas (18.16)
  - h. Responsibilities of the tenant under the Building Safety Act 2022 (18.17)

### **Section 19 - Living in Housing for older people**

- This section is expanded to include how you may request permission to hold a large gathering or event in the communal lounge. (19.3)

### **Section 20 – Living in housing for people aged over 55**

- This is a new heading to provide information specific to those living in over 55 accommodation.

- You may only take in a lodger, relative, spouse, civil partner or live in partner if they are aged 50 or over. (20.1)

**Section 20 (New Build Homes) and section 21 (Checklist of Do's and Don'ts) are renumbered to 21 and 22 respectively.**

**Section 22 – Checklist of Do's and Don'ts**

- This section is expanded to include abiding by all parking scheme regulations in the area.

## Appendix B – DRAFT Tenancy Agreement

### INTRODUCTION

This is a very important document. Please read it carefully. It is the legal contract between you and Oxford City Council. It sets out the rights and responsibilities you have as a tenant and the responsibilities we have as your landlord.

You should get advice if there is anything in this document that you do not understand. A Housing Officer, independent housing advice service, Citizen's Advice Bureau or a solicitor should be able to help you.

This tenancy agreement is used for:

- Introductory tenancies
- Secure tenancies, including fixed term tenancies
- Demoted tenancies

#### **Introductory Tenancies (New Tenants)**

You will be an 'introductory tenant' unless you are transferring from a secure tenancy or an assured tenancy with a registered social landlord (but not an assured shorthold tenancy).

#### **Secure Tenancies**

A secure tenancy means that you can keep your home for as long as you want, unless there is a fixed date when it will end or there is a legal reason for us to repossess your home. These legal reasons are called 'Grounds for Possession' and are set out in legislation. For us either to gain possession of your home or to make you move to another property, a County Court must agree with our request.

#### **Demoted tenancies**

The Council can apply to the County Court for a Demotion Order under the Housing Act 1985 as amended by Grounds 2a and 2b of the Anti-social Behaviour Act 2003. A Demotion Order may be granted if the court is satisfied that the person who is the secure tenant, or any person who lives in or visits the home, takes part in anti-social behaviour, or threatens to do so or has used your home for an unlawful purpose. If a Demotion Order is granted you will have a Demoted Tenancy and you will no longer be a Secure Tenant.

Some additional conditions may apply to particular properties, or types of properties, from time to time. This includes housing for older people, tower blocks, flats and new build schemes. These will form part of your tenancy agreement. If you are offered a property where such conditions apply you will be informed of these additional conditions before you sign your tenancy agreement. By signing a tenancy agreement you also agree to comply with these additional conditions and you acknowledge that they have been drawn to your attention.

If you wish to serve a Notice on Oxford City Council relating to your tenancy, please deliver it or send it to:

Tenancy Management team 2.6  
Oxford Town Hall  
St Aldates  
Oxford  
OX1 1BX

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## 2. DEFINITIONS

These are explanations of certain words that have a very exact meaning in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

All expressions in the singular also carry the plural meaning, unless the context requires otherwise.

<b>2.1</b>	<b>You, or tenant</b>	If you are joint tenants the word 'you' or 'tenant' refers to both tenants but also to either tenant. This is because each of you, as individuals, has complete responsibility for keeping to the terms of the Tenancy Agreement.
<b>2.2</b>	<b>The property</b>	This is the building or part of a building that you have the right to occupy under this agreement. It also includes any garden that is part of the property and is used only by you and members of your household. It does not include any area that you share with another household.
<b>2.3</b>	<b>We, us, our</b>	Oxford City Council and our officers, approved subcontractors and agents.
<b>2.4</b>	<b>Animals</b>	Any type of animal including mammals, reptiles, birds or livestock.
<b>2.5</b>	<b>Anti-Social Behaviour</b>	(a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.
<b>2.6</b>	<b>Assignment</b>	A legal transfer of a tenancy by deed by the tenant to a person who meets the criteria as set down in law.
<b>2.7</b>	<b>Domestic Abuse</b>	A pattern of abusive behaviour between individuals aged 16 and over who are personally connected as a result of being, or having been, intimate partners or family members, regardless of gender or sexuality. Behaviours include physical, sexual, threats, economic, emotional, controlling and coercive abuse.

<b>2.8</b>	<b>Exchange</b>	Swapping your tenancy of a property with the tenancy of another tenant.
<b>2.9</b>	<b>Fraud</b>	Examples include, but are not limited to, subletting the property, abandoning the property, not telling the truth so as to induce the granting of a tenancy, housing benefit and council tax fraud.
<b>2.10</b>	<b>Garden</b>	Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths, paved areas and decking.
<b>2.11</b>	<b>Housing Officer</b>	Any person employed by the Council to manage our homes.
<b>2.12</b>	<b>Household</b>	The tenant, their partner, their children and any other adult family members living at the property as agreed by Housing Services, Oxford City Council.
<b>2.13</b>	<b>Housing for people aged over 55</b>	Housing specifically for people aged 55 and over who prefer to have neighbours in this age range.
<b>2.14</b>	<b>Legal Notice</b>	In this agreement a Legal notice is a formal written document, given either by you or the Council, saying that you or the Council intend to end the tenancy agreement.
<b>2.15</b>	<b>Lodger</b>	A person who lives in your property with you and who pays you rent but does not have exclusive use of any area of the property except for a bedroom.
<b>2.16</b>	<b>Locality</b>	The general area in which the property sits.
<b>2.17</b>	<b>Neighbour</b>	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
<b>2.18</b>	<b>Older Peoples Housing</b>	Housing suitable for people aged at least 60 years, or people who have a physical disability and who would benefit from a property of that size and design. The property provides access to communal facilities.
<b>2.19</b>	<b>Permission</b>	Written authority from the landlord
<b>2.20</b>	<b>Service Charges</b>	These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example lifts and door entry systems, or common areas.
<b>2.21</b>	<b>Shared or Communal Areas</b>	This includes stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, bin stores, parking bays and other areas that can be used by more than one person living in the same building.
<b>2.22</b>	<b>Social Landlord</b>	This is any registered landlord that provides social rented homes. This can include councils, housing associations and tenant-run organisations.
<b>2.23</b>	<b>Sublet</b>	Allowing another person to live in the property or part of the property that you rent instead of yourself.
<b>2.24</b>	<b>Succession</b>	This is the term used to describe the tenancy of a property passing to a person who qualifies by law on the death of the tenant.
<b>2.25</b>	<b>Transfer</b>	A move to a different property through the Oxford City Council Housing Register
<b>2.26</b>	<b>Vehicle</b>	Any motorised vehicle including, a boat, caravan and mobility scooter.



### **3. ABOUT YOUR TENANCY AGREEMENT**

(Note: In this agreement there are specific paragraphs that deal with items that only apply to introductory tenants, or to secure tenants or to joint tenants).

#### **Keeping to the agreement**

- 3.1. This agreement gives you the right to stay in the property as long as;
  - you keep to the conditions of this agreement,
  - you live in the property as your only and principle home.
- 3.2. If you break any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property, or we may apply to court to change a secure tenancy to a demoted tenancy. We may also use other legal powers available to us where appropriate. Before we take action you will be given the opportunity to discuss the matter with a Housing Officer or other Council officer. You may also be given the opportunity to correct the situation.
- 3.3. If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement.

#### **For Introductory Tenancies only**

- 3.4. If you have an introductory tenancy, and you keep to the terms of this agreement for a trial period of 12 months your tenancy will automatically convert to a Secure Tenancy.
- 3.5. As an introductory tenant you do not normally have the right to:
  - Sublet, assign or exchange any part of the property,
  - Carry out improvements to the property, or
  - Apply to buy your property.
- 3.6. We can extend the period of the Introductory Tenancy beyond 12 months if we feel it is appropriate to do so. We give you our reasons in writing. You have the right to ask for a review of the decision to extend the period.
- 3.7. If you fail to comply with any of the terms of your tenancy during the period we will send you a Notice of Proceeding for Possession. This will tell you that we intend to go to court to ask for a Possession Order and will give the reasons why we are taking possession.
- 3.8. You have the right to ask for a review of the decision to serve the Notice of Proceedings for Possession. You must contact the Review Officer(s) at the Councils offices within 14 days of the date that the Notice was served.
- 3.9. If we apply to court because we believe you have not complied with the terms of your tenancy during the period the court must give us a Possession Order.
- 3.10. If you are an introductory tenant you do not have the right to carry out any improvements or alterations to the property. We will consider any requests to carry out improvements or alterations but would normally only give permission if or when we give you a secure tenancy.

## **For Demoted Tenancies only**

A Demotion Order is granted by the Court and normally lasts for a period of 12 months. If you have complied with the terms of your tenancy during that time it will revert back to a secure tenancy. If we have served a Notice of Possession Proceedings because you did not comply with the terms of the Demoted Tenancy the Court will give us a Possession Order.

You have the right to ask for a review of the decision to serve the Notice of Proceedings for Possession. You must contact the Review Officer(s) at the Council offices within 14 days of the date that the Notice was served.

3.11. If your tenancy is changed to a demoted tenancy, you do not have the right to:

- Sublet, assign or exchange any part of the property,
- Carry out improvements to the property, or
- Apply to buy your property.

3.12. If you are an introductory tenant or have a demoted tenancy you are not allowed to sublet any part of your property.

## **Photographs**

3.13. We will take photographs of all new tenants as and when they come in to sign their tenancy agreement or as soon as is reasonably practical thereafter. Where a sole tenancy changes to a joint tenancy, or there is a succession or assignment of a tenancy, the photograph of the new joint tenant / succeeding tenant will also be required. The photograph will be retained electronically and stored safely. It will not be disclosed to any third parties unless we are required to do so by law, and will be kept securely.

3.14. Photographs held will be used to help us identify people living in our properties without our permission and tenants who have sublet their homes illegally. They will solely be used for the prevention of fraud / criminal behaviour and for safeguarding purposes.

## **Second Home**

3.15. During your tenancy you must not (either solely or jointly) own or rent any other residential property which is physically and legally available for you to live in and which would be reasonable for you to live in as your home. You must tell us immediately if you own a residential property or have another residential lease or tenancy.

3.16. If you inherit a property this condition is enforceable once the inherited property is no longer subject to probate or you have owned the property for more than 12 months.

3.17. If we discover that you have a legal or beneficial interest in another property we will require you to provide evidence that this it is not your principal home.

3.18. In deciding whether you have broken this this tenancy condition, we will consider your circumstances and the proportionality of seeking possession;

- 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 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 disability or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances.

### **Misrepresentation of Information**

- 3.19. This tenancy is granted to you on the basis that the statement made by you, or someone acting on your behalf, in order for us to grant you the tenancy is truthful. If we discover that you have knowingly or recklessly made a false statement, or have had a material change in your circumstances before being housed that you did not tell us about, we will take steps to end the tenancy and repossess the property.

### **Housing Fraud**

- 3.20. You must not carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling us the truth about your circumstances which induced us to grant you the tenancy, housing benefit and council tax fraud.
- 3.21. Housing fraud can result in criminal prosecution, civil financial penalties and court action to bring your tenancy to an end.

## **4. LIVING IN YOUR HOME**

### **What you can expect**

- 4.1. You can expect to live in the property without being disturbed by us, the Council, unless we have good reasons. However, we have the right to be allowed into the property to carry out certain repair and maintenance work or inspections.

### **Who can live in the property with you**

- 4.2. You must not have more people living with you than the maximum number allowed for the property. The number is written at the front of this document.
- 4.3. You can take in lodgers as long as you will not have living with you more than the maximum number of people allowed for the property.
- 4.4. You must not let your property become overcrowded by allowing people outside your immediate family to live with you. Immediate family is defined as your spouse or partner, child or other dependant you are legally responsible for.

### **Subletting**

If you are a secure tenant you can ask to sublet part of your property while you live in only part of it. You must write to us office asking for our permission and you must not sublet until you have received our permission in writing.  
You agree not to part with possession of the whole property.

- 4.5. We will not give permission for you to sublet the whole of the property to someone else and live somewhere else. If you do so the Council will consider that you have ended the tenancy and seek to recover possession of the Property.

- 4.6. You are responsible for the behaviour of any lodger or subtenant who lives in the property.

### **Activities in your home**

- 4.7. If you want to run a small business from the property you must get our written permission. We will not normally refuse permission unless the business could damage the property or significantly increase wear and tear, or cause a nuisance to your neighbours. Examples of businesses we would not allow include repairing & maintaining cars and selling cars and businesses involving machinery or other sources of noise.
- 4.8. We can withdraw our permission if we believe your business causes a nuisance.

### **5. RENT (including service charges)**

- 5.1. The amount of rent you must pay may include certain other payments or charges for additional services. These are called service charges. If any of these are included in your rent they will be listed in your offer letter at the beginning of your tenancy and in any further letters you receive about changes to your rent.
- 5.2. From time to time we will change your rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts.
- 5.3. Rent and any other service charges are due weekly in advance. We must receive the total weekly amount no later than 12 am (noon) on the Monday of each week. If you want to pay once every two weeks or once a month instead of once a week the payments must be made in advance.
- 5.4. If you do not make all your payments on time, we can apply to a court for a possession order
- 5.5. You must not hold back any rent because you have a dispute with the Council unless you have followed the correct legal procedures. If you do not follow these procedures, we can apply to a court for a possession order.
- 5.6. If you are joint tenants, you are each responsible for all the rent and arrears even from a tenant who is no longer living in the property.
- 5.7. If you pay service charges you have the right to see our financial records relating to service charges. You must give us a reasonable notice period if you want to see these and we can make a reasonable administrative charge for doing this.

**Former Tenancy Arrears – This paragraph is only applicable if it has been completed.**

5.8. If this paragraph is completed it means that this is an exceptional case and the Council has granted you a tenancy of this property even though you still have arrears from another property and/or a previous tenancy, which you must now pay.

5.9. The payment of this debt is additional to the rent for the property in this tenancy. The payment of this debt will discharge your liability for rent arrears and/or charges incurred by you at:

.....

5.10. You agree to pay the debt of £ ..... at the rate of £..... per week in addition to the rent for the property in this tenancy. The amount and period of instalments may be varied from time to time by agreement between you and the Council.

Signed (tenant 1) .....

Signed (tenant 2) .....

Signed Authorised Officer .....

**6. REPAIRS AND MAINTENANCE**

**Access**

6.1. You agree to allow our officers, contractors or agents enter your property to carry out inspections or surveys of your property, installations, shared areas or adjoining property.

- 6.2. We may require access to;
- Carry out inspections and assessments required by law including, but not limited to, gas safety, electrical inspections, fire safety, smoke or carbon monoxide alarms, asbestos surveys
  - Carry out emergency work
  - Carry out repairs, general maintenance, treatment or modernisation works
  - Erect scaffolding to work on an adjoining property
  - Deal with any other matter for which we are responsible including inspecting the condition of your property and ascertaining who is living there
  - Ensure the conditions of this agreement are being met
  - Carry out Tenancy Update visits

6.3. You must let our officers or agents enter your Property if we give you at least 24 hours written notice and ensure that a responsible adult is present.

6.4. In the event of an emergency where we are unable to gain access in another way, we may force entry to the property without notice.

- 6.5. You will have to pay for any costs we incur as a result of any failure by you to provide access. If you unreasonably fail to provide access for any safety inspection required by law we have the right to force entry to the property and by accepting a tenancy of the property you are agreeing that we have the right to do this.

### **What you must do**

- 6.6. You must report any faults, repairs or damage to the property (including criminal damage) as soon as possible.
- 6.7. If a repair is required as a result of criminal damage you should report this to the police and get a crime reference number.
- 6.8. You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, any member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work.
- 6.9. You are responsible for keeping the inside of the property in a good condition during the time you are the tenant of the property. This includes using all the fixtures and fittings responsibly and taking reasonable steps to keep them in good condition.
- 6.10. You are responsible for decorating the inside of the property and for doing certain minor repairs and replacements. This includes;
- Replace plugs and chains in baths, basins and sinks
  - Replace lost or broken keys, if you get locked out
  - Replace ash pans and fire baskets for solid fuel fires
  - Get chimneys swept regularly (at least once a year) if used for wood or coal fires
  - Replace light bulbs and fluorescent tubes and starters, and fuses in appliances.
  - Reset trip switches
  - Fill small cracks and holes in plaster
  - Replace toilet seats and try to clear blocked sinks, baths, basins and toilets
  - Replace glass, unless you can give us a police crime report number (not an incident number)
  - Repair and maintain your own fixtures and appliances, including the pipework to your washing machine, dishwasher and tumble drier
  - Replace clothes lines between posts, and replace or re-string rotary driers (except in shared areas)
  - Replace shelves, curtain rails and roller blinds
  - Maintain garden paths (but not the ones leading from the road to the front or back door) and patio areas
  - Repair or replace handles, locks and catches on internal doors, cupboards and wall tiles
  - It is recommended you test smoke, heat and Carbon Monoxide detectors weekly, most detectors are mains supplied and batteries cannot be replaced. Report a faulty detector to the Contact Centre.

- Repair and maintain internal woodwork including internal doors, cupboard doors, skirting, architraves, picture and dado rails, and boxing panels (but not bath panels). This includes adjusting doors for new carpets unless it is a fire door
- Repair and maintain TV aerials if you live in a house, bungalow or flat where we have not fitted a shared aerial

- 6.11. You must take reasonable care to prevent pipes from freezing and bursting and to prevent damage to the property by fire or explosion.
- 6.12. You must take reasonable steps to keep the property adequately ventilated and heated so as to prevent damage from condensation and mould and follow advice when provided by Oxford Direct Services or Oxford City Council.
- 6.13. You are responsible for repairing and maintaining all your own equipment, such as cookers or washing machines, unless you have an agreement for us to repair and maintain them.

### **What we will do**

- 6.14. We will repair and maintain:
- the structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided,
  - any electrical wiring and gas and water pipes and installations we have provided,
  - any heating equipment and water-heating equipment we have provided (or taken responsibility for), and
  - any shared areas around your property.
- 6.15. We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs.
- 6.16. You have the Right to Repair for certain types of repair if we do not carry out those repairs within a set period of time.
- 6.17. We will clear up any mess after carrying out a repair and we will leave the decoration as close as possible to how it was before we did the work. We may not be able to where you have used wall paper or wall tiles.
- 6.18. We can, in special circumstances, move you out of the property to carry out work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both.
- 6.19. We will decorate the outside of your Property and Communal Areas of flats and maisonettes from time to time. You can only decorate the outside of your Property with our written permission. When asking for permission you must give us a plan of how you wish to decorate.

## **7. IMPROVEMENTS AND CHANGES YOU CAN MAKE**

- 7.1. If you are a secure tenant you can carry out improvements or changes to the property as long as you get our permission in writing before you start any work. Examples of changes that need our permission include;
- installing a shower or a gas fire
  - decorating the outside of the property
  - putting up an aerial or satellite dish
  - putting up a shed, porch or fence in your garden
  - hard standing for vehicles
  - Security grills to doors or windows and mini jets attached directly to the water supply will not be permitted for fire safety reasons
- 7.2. We must give you an answer within 42 days of receiving a letter from you asking for our permission to carry out changes, although we will usually reply much sooner. The letter will explain the conditions that apply to the type of work you are planning to carry out. We cannot refuse permission unless there is a good reason.
- 7.3. You can only install hard floor covering, including laminate, ceramic, marble or stone or have sanded floor boards in the property if you live on the basement level, ground floor, in a house or bungalow and there is no-one living beneath you. Carpet must be laid with underlay to prevent the transfer of noise. If hard flooring needs to be removed in order to carry out a repair we will not replace the hard flooring.
- 7.4. You are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them.
- 7.5. You can sometimes get compensation when you leave the property for changes you have made. This only applies to certain types of improvement.
- 7.6. You must not make any alteration to the property which is in breach of any planning or building control regulation, for example removing internal walls, whether you have sought and obtained our permission or not.
- 7.7. If you do carry out any improvements or changes to your Property or add any fixtures or fittings without our permission, or in breach of any planning or building control regulation, we may require you to put back the Property to its original condition. You agree that you will pay the cost if we have to carry out the work and of rectifying any damage that may have been caused to the Property or the building in which it stands, or adjacent buildings. This includes the cost of any inspections required and if necessary we will instruct our contractor to carry out any repairs to ensure safety regulations are complied with.

## **8. USE OF YOUR GARDEN AND OUTSIDE SPACE INCLUDING BALCONIES.**

- You must take all reasonable steps to keep your garden tidy. This includes, but is not limited to;
- Regularly cutting the lawn and trimming the hedges and bushes
- Clearing weeds from soil beds, paths, hard standing and patios



- Removing any rubbish
  - Keep any temporary structure, including a shed, greenhouse, aviary or arbour in a good state of repair.
- 8.2. You must not damage, remove or cut down any hedge or tree, or plant a new tree in your garden unless you have our written permission.
- 8.3. You must get our written permission and any required planning permission or building control agreement to erect a temporary structure or carry out major landscaping including a shed, greenhouse, aviary, arbour, decking, paving, or hard-standing, or to construct a pond. At the end of the tenancy you may be asked to remove it.
- 8.4. You can have a bonfire or barbecue at a reasonable time as long as you do not cause a nuisance with the smoke or the smell of the smoke and the frequency, only dry and suitable waste is burnt and it does not cause any risk to the property, people or other buildings. Barbecues are not permitted on balconies.
- 8.5. You must not use your garden, sheds or out-buildings for habitation or as a dwelling or allow another person to do so.
- 8.6. You must take reasonable steps to avoid attracting verminous animals into your garden. If you keep pets you must collect any faeces immediately and dispose of them in a hygienic way and take reasonable steps to clear up and disinfect the area. Any uneaten pet or animal food is removed to prevent pest infestation.

## **9. HEALTH AND SAFETY**

- 9.1. You must keep your property clean and tidy and free from rubbish. You must not hoard items so that they prevent a clear escape route from the building in the event of a fire. If the Property becomes infested with pests or vermin because of your failure to keep it clean we will charge you for the cost of disinfecting it and any other costs of cleaning your Property.
- 9.2. The council may from time to time publish regulations in respect of recycling household and/or bulk waste. You must keep to the rules of that scheme and in the event you do not we will take such action we think appropriate which may include a charge for removing and disposing of the waste.
- 9.3. You must present your rubbish tidily using any bins provided by the Council and take it to the correct place on the day that the collection service comes to your area. After collections bins must be returned to the property and not left on the pavement or the highway.
- 9.4. You must not keep mopeds or motorbikes inside the property or indoor shared areas.
- 9.5. You must not keep mobility scooters designed for external use inside the property or indoor shared areas unless in a purpose built scooter store.
- 9.6. You must take all reasonable steps to safely store any free standing heaters, patio heaters, gas barbecue or petrol lawn mower.

- 9.7. You must not keep any dangerous liquids or materials in the property (including in the garden) that could harm other people, or catch fire or explode. In particular you must not use bottled gas, paraffin, petrol or anything else that may be dangerous or a fire risk, in the building or in a shared area.
- 9.8. You must not pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins.
- 9.9. You must notify us and the Fire Service if you need to store home oxygen.
- 9.10. You must not tamper with or remove any device fitted for fire or carbon monoxide detection purposes.
- 9.11. We will insure the property against fire, flood and other risks covered by buildings insurance and will use all reasonable efforts to arrange for any damage covered by the Oxford City Council Insurance to be remedied as soon as possible unless the damage is caused by a third party.
- 9.12. You are responsible for arranging insurance of your own belongings, internal fixtures and fittings and internal decoration. If you cause damage to a neighbouring property you will be charged the costs of repair.
- 9.13. Employees and contractors working for, or on behalf of Oxford City Council have the right to work in a smoke free atmosphere. You are requested to refrain from smoking in a room whilst work is being carried out and to ventilate the property before the visit.

## **10. ANIMALS**

- 10.1. You must obtain our written permission for every individual animal you wish to keep at the property. Permission will not be given to keep a dog in a tower block flat.
- 10.2. We will not give you permission to keep dangerous animals as defined by the Dangerous Wild Animals Act 1976.
- 10.3. You must not keep a dog that is covered by the Dangerous Dogs Act, such as pit bull terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro or any other especially dangerous dogs.
- 10.4. If you keep a dog you agree to comply with the Control of Dogs Act 1992 which says that a dog must wear a collar and tag giving the owner's name / address at all times while in public and must be kept on a lead at all times when walking on estates. The dog must also be micro chipped and relevant owners details kept up to date.
- 10.5. The dog must not cause any damage to your home or cause nuisance, danger or harm to any other person in or around the locality. You must keep control of the dog at all times and move the animal to another room when requested by Council officers or our contractors visiting the property.
- 10.6. We will ask you to remove an animal or withdraw our permission if we believe that any animal you keep is causing a nuisance or ~~we~~ believe it is unsuitable to be kept in the

property. This includes leaving a dog unattended in a property for an extended period of time. We will do this in writing giving our reasons and the date by which you must comply.

- 10.7. You must not allow your pets to foul public areas. You must collect any faeces and dispose of them in a hygienic way. You must also take reasonable steps to clear up and disinfect the area.
- 10.8. You must take all reasonable steps to prevent your pets from fouling the inside of your property or any communal areas. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.
- 10.9. You must not use your property to engage in the business of pet breeding or keep an unreasonable number of animals.

## 11. YOUR NEIGHBOURS AND COMMUNITY

In this section:

- The term 'property' also includes the communal or shared areas
- The 'Locality' is the general area in which the property sits
- Where these tenancy conditions require you not to do something, you must also not permit any of your household or any visitor to do so.
- If any joint tenant, or member of your Household or any visitor commits any act which is forbidden by these tenancy conditions you (or in the case of joint tenants, all of you) will be held responsible for that act as if you had yourself carried out that act.

### What you can expect

- 11.1. You have the right to enjoy your life in your own way as long as you do not upset people living near you. This means you have the right to expect to be treated with respect and tolerance by your neighbours.
- 11.2. If you are a victim of anti-social behaviour or harassment we will help you try to solve the problem. If there is enough evidence and you have given us your permission we may take legal action. We will work with other agencies such as mediation or the Police if we consider it appropriate.

### Behaviour of members of your household, your visitors and pets

- 11.3. As a tenant, you are responsible for the behaviour of **every person** who lives in or visits the property. This includes any member of your household or a lodger, subtenant, child, visitor or pet. You are responsible for them in the property (including the garden or balcony), on surrounding land, in shared areas (stairs, lifts, landings, entrance halls, pathways, shared gardens, parking areas), in the locality, and in or around Council offices. Your responsibility includes their behaviour to anyone who happens to be in the area where you live whether they are another resident, a visitor, Council employee or any other person carrying out business or employed work in the area.
- 11.4. You must not assault, threaten or harass any person living with you or sexually harass or emotionally abuse them or cause psychological harm, such that the person can no longer live peacefully in the Property.
- 11.5. You, and anyone you are responsible for, must not cause, or permit to be caused, a nuisance, or annoy or disturb any other person in the property, on surrounding land, in shared areas, in the locality or in or around Council offices.

Examples of nuisance, annoyance or disturbance include but are not limited to:

- Loud music,
- Arguing,
- Slamming doors,
- Dogs barking and fouling,
- Allowing pets to wander or foul common areas,
- Keeping unsuitable or dangerous animals,
- Not looking after pets properly so that they create a health hazard or produce excessive noise or odours,
- Feeding or attracting wild birds or ~~28~~ animals in a communal area.

- Drunkenness, shouting or swearing,
- Dumping rubbish,
- Selling or taking illegal drugs,
- Vehicle racing,
- Playing ball games close to someone else's property,
- Using household appliances at unreasonable times of day.

11.6. We will not tolerate any sort of harassment or victimisation of anyone in the area where our tenants live or towards our staff.

11.7. If you or any member of your household or a visitor harass or victimise anyone, we may apply to a court to make you, and anyone living with you, leave the property. In these circumstances we may not offer you another property.

Examples of harassment include but are not limited to;

- Racist, sexist or homophobic behaviour or language
- Verbal or written abuse
- Threats
- Physical violence or assault
- Stalking
- Persistent or offensive phone calls, texts and/or emails including use of social media
- Knocking on doors and/or windows
- Sending indecent or abusive material
- Deliberate damage to property
- Graffiti

11.8. You or any person living with you must not become a member of a gang or allow a member of a gang to visit the Property.

11.9. When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is 'a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.' Significant harm can have one or more of the following characteristics: significant profit or loss; significant impact on community safety; serious violence; corruption; exercise of control.

11.10. You or any person living with you, including children and your visitors, must not use the property or the neighbourhood to store any drug (unless there is a lawful prescribed medical use for the drug by the relevant person) or to make, supply, cultivate, manufacture, or sell any drug.

11.11. You must not keep, or allow to be kept any prohibited weapon, firearm, shotgun, CS Gas, or air-powered weapon (for example, an air rifle) in the Property without appropriate firearms or shotgun certification required by any legislation and (whether or not any certification is required) not without the Council's written permission. If you are permitted to keep such an item, you must make sure that it is secure and you must comply with any legal requirements or any conditions of our permission at all times.

- 11.12. You must not discharge any firearm, shotgun, rifle, air weapon in the Property or in the Locality.
- 11.13. If you or any members of your household are convicted of or we have reasonable belief that such activities during your tenancy or other evidence is collected we will take the appropriate legal action which may include applying to the court to repossess your home.
- 11.14 You will have to pay for any repair or replacement that is caused by vandalism or wilful damage in the area where you live by you, any member of your household or a lodger, subtenant, child, visitor or pet. Examples of wilful damage include but are not limited to putting graffiti on any of our buildings or property, or interfering with or damaging security or safety equipment in blocks of flats or maisonettes.

## **12. VEHICLES AND PARKING**

- 12.1. You, members of your household and visitors must:
- Comply with the terms of any resident parking scheme. The transfer, sale or misuse of the permit or visitors permit will be considered a breach of this tenancy agreement.
  - Park any vehicle including a caravan, motor home or trailer considerately and follow any parking restrictions, signs and markings in the area around the property,
  - Not park any vehicle including a caravan, motor home or trailer on the grass verges near the property or anywhere that could block access by the emergency services or waste collection services
  - Not park caravans, motor homes and trailers in any Oxford City Council land designated for parking
  - Not park an illegal, unroadworthy or untaxed vehicle on the property, on any Oxford City Council controlled land around or next to the property, on car parking areas or on the road, verges or pavements that is non Highway land controlled by Oxford City Council, unless you can provide a valid acknowledgment of a Statutory Off Road Notice (SORN) issued by the DVLA for the period. A copy of the SORN must be visible on the vehicle and vehicles with a SORN must not be parked on our land for more than six months. After six months a vehicle with a SORN will be considered to be abandoned.
  - If a vehicle, including a caravan or motor home, is preventing Highways work it will be removed as a nuisance vehicle.
  - Should a vehicle be on any Council land, covered in such a way so as to obscure the registration plates, the Council reserve the right to uncover it enough to determine the make / model / registration number, to enable the status of the vehicle to be determined.
- 12.2. You must obtain our written permission before you park a motor vehicle, trailer, caravan or boat anywhere in your garden. Permission will not be given to park a caravan or motorised boat next to the property.
- 12.3. You must also get our written permission to park a commercial vehicle on our land, or on any part of your garden or yard if the vehicle is more than 4.8 metres long, or more than 1.83 metres wide, or more than 2 metres high (a standard short bed van).

- 12.4. We must give you an answer within 42 days of receiving a letter from you asking for our permission. The letter will explain the conditions that you must comply with before parking the vehicle.
- 12.5. You must not carry out major repairs including engine changes, body part replacements and paint spraying, to any vehicle at the Property or on our land.
- 12.6. You may carry out routine maintenance to your own vehicle such as the changing of tyres, plugs or oil, providing that this does not cause a hazard or nuisance or annoyance and must be disposed of correctly.
- 12.7. You will be responsible for the cost of repairing any damage caused to the Property or Communal Areas as a result of vehicle repairs and maintenance that you have carried out.
- 12.8. Not keep a mobility scooter designed for external use inside the property or the internal communal area unless in a store specified for that purpose.

### **13. ASSIGNMENT, SUCCESSION, EXCHANGE AND TRANSFER**

- 13.1. Assignment, Succession and Exchange can only take place under the limited circumstances permitted by the Housing Act 1985 (as amended by the Localism Act 2011) and (in the case of Mutual Exchange) with our written permission which we can only withhold in certain specified circumstances.
  - Assignment - a tenant passes on the tenancy to an eligible person before they die.
  - Succession - when a tenant dies their tenancy can be passed to an eligible person.
  - Mutual exchange - when tenants swap the tenancies of their homes.

#### **Assignment**

- 13.2. As a secure tenant you have the right to assign your tenancy to another person in the following circumstances, in all cases a deed of assignment is required;
  - You may exchange your property with another secure or assured tenant. You must obtain our written permission before the exchange takes place.
  - You can assign your tenancy to someone who would be eligible to succeed to your tenancy on your death. You can only do this if there have been no other successions to this tenancy.

#### **Succession**

- 13.3. If you became a tenant **before 15<sup>th</sup> September 2014** and providing there has been no previous succession, when you die your tenancy will pass to your husband, wife or civil partner if they are living with you at the time of your death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece but does not include foster children.
- 13.4. If you became a tenant **after 15<sup>th</sup> September 2014**, your tenancy can only pass to your husband, wife, civil partner, or **3<sup>rd</sup>** person who lives with you as if they were a

husband, wife or civil partner if they were living with you at your home at the time of your death.

- 13.5. That person must occupy the property as their only or principal home at the time of the tenant's death.
- 13.6. If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.
- 13.7. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.
- 13.8. In some special circumstances the Council may grant a surviving member of the household a new tenancy under the terms of our allocations policy.
- 13.9. That person must be;
  - Living in the property as their only or principal home when the person dies,
  - The tenant's wife or husband or civil partner, or
  - The tenant's partner who has lived with the tenant for at least 12 months immediately before the tenant died, or
  - A member of the tenant's close family who has lived with the tenant for 12 months immediately before the tenant died.
- 13.10. If the property does not match the housing needs of the person granted a new tenancy, we have a right to move them to another property. For example, the home may be too large or have special adaptations.

### **Mutual Exchange**

- 13.11. If you are a secure tenant, you can exchange homes with another Oxford City Council tenant or a tenant of a housing association or another local council but you must get our permission in writing first.
- 13.12. We cannot refuse permission to exchange unless there is a good reason. Examples of such reasons are:
  - You have broken the terms of the tenancy agreement
  - We have grounds for possession of the property under housing legislation
  - You have knowingly given false information or have failed to declare a material change in your circumstances prior to the start of this tenancy
  - One of the homes has special adaptations for a disabled or elderly person and no one moving into the property needs the adaptations,
  - One of the properties would have more than the maximum number of people allowed to live in it
  - One of the properties would be too large for the household moving in
  - One of the properties is part of a sheltered-housing scheme and the household moving in would be too young for sheltered housing
  - You have made improvements or alterations without our written permission.
- 13.13. We may set certain conditions that you must meet before we give permission for the exchange can proceed. These are:
  - To pay or enter into an agreement to pay any outstanding rent



- To clear the garden or property of any rubbish
- To make good any damage caused to the property by you or your household.

13.14. You are not permitted to provide any inducement or gift, financial or otherwise to encourage someone to exchange properties with you. If you do this we can apply to a court to repossess the property.

### **Transfer**

13.15. You may apply to move to another property suitable to your needs owned by Oxford City Council or another social landlord by application to the Housing Transfer Register.

### **Change of tenant by Court Order**

13.16 A court can make an order for the transfer of a tenancy in special circumstances. We recommend that you seek independent legal advice in the event of a relationship breakdown or other tenancy dispute.

## **14. ENDING THE TENANCY**

### **Your right to end the tenancy**

- 14.1. If you want to end your tenancy, you must write to give us notice. You must do this at least four weeks before you want to leave your property. This four weeks' notice must start on a Monday and end on a Sunday.
- 14.2. The notice must;
- be signed by the tenant
  - give the date it was signed by the tenant
  - include the tenant's full name(s) and address of the property
  - contain the words; "I give notice to end the tenancy"
  - include the date that the tenancy will end.
- 14.3. You must return your keys to us no later than midday on the Monday immediately after your tenancy ends. If you do not do this, we can charge you further rent and possibly other costs.
- 14.4. Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy of behalf of both tenants. This will end the tenancy and if the other joint tenant(s) wants to stay we will decide whether to offer the remaining person a tenancy of the property. The Council will still hold the departing tenant individually responsible for any arrears of rent and recharges created up to the date the notice ends.
- 14.5. We may allow you to hand back the property before the end of the notice period and not charge you the rent for the remaining period. The property must be completely clear of any belongings and furnishings, including the garden and external buildings and no persons must remain in the property.
- ### **In the event of your death**
- 14.6. Where there is no legal successor to the tenancy your personal representative can notify us in writing and return the keys for the property to us.

14.7. We can serve a Notice to Quit on the executor or on the deceased tenant's personal representative if they have taken out probate or letters of administration (these are the legal documents entitling the personal representative to deal with the deceased person's estate).

14.8. Where there is no legal successor, executor or personal representative we will serve notice at the property to end the tenancy and send a copy to the Public Trustee Office.

### **Our power to end your tenancy**

14.9. We can apply to a court for a possession order for the property, if:

- you, or anyone living with you or visiting you, do something that breaks this Tenancy Agreement, or
- you have given false information in your housing application. In these cases we might not offer you another property.

14.10. If we need to serve you with a Notice of Proceeding for Possession, a Notice to Quit or a Notice of Seeking Possession or any other Notice, this will be done by:

- handing it to you in person or to any adult at the property,
- delivering it through the letter box of the property, or
- sending it by first-class post to the property or to your last known home address.

14.11. We can also apply to a court to repossess the property if we need to move you and anyone living with you out of your property for a special reason relating to the building itself. Examples of such reasons are:

- We are planning soon to demolish or rebuild the property or to carry out work which we cannot do unless the property is empty.
- The property is specially adapted for a physically disabled person, or is part of a group used for persons with special needs, there is no longer such a person living there, and we require the Property for such a person.
- The property has become unsafe for some reason and we need to move you for your own safety.
- You are only living in the Property because we are doing work to your home, and your home is now ready for you to move back into.

14.12. If we need you to move out of your property for such reasons, we will offer you a suitable property to move to.

14.13. If a clause of the tenancy agreement is broken we may apply to the County Court for a Court Order to direct you to comply with the Tenancy Agreement.

### **15. MOVING OUT**

15.1. You must tell us if you need to live somewhere else for a while or you are going to be away. If you go away from the property for more than six weeks without telling us or we have good reason to believe you have no intention to return we will treat you as having parted with possession of the Property and take action to repossess the property.

## **Your right to move somewhere else**

- 15.2. If you are a Secure Tenant you can apply to move to another property belonging to Oxford City Council. This is called a transfer. You must complete a form to be accepted onto the Council's Transfer Register.
- 15.3. We will not normally allow you to transfer to another property owned by Oxford City Council or any other social landlord, if:
- You owe us any rent,
  - Your property, including the garden, is in poor condition, or
  - You have made improvements or alterations to the property without our written permission.
  - We will allocate any transfer in compliance with our Allocations Policy.

## **Preparing to leave your home**

- 15.4. You must leave the property (including the garden and external buildings) clean and tidy and dispose of any rubbish or items you do not want to take with you including carpets and laminate flooring.
- 15.5. You must remove all your possessions from the property (including the garden) unless you have a written agreement with us. Items should not be fly tipped or left out in the street for collection by unknown person(s). Bulky items must be collected before you leave the property.
- 15.6. This does not include any furniture provided by us under a separate furnished Tenancy Agreement. You must get our written agreement about what to do with such furniture items.
- 15.7. You agree that if you leave any items in the property without our consent that you are authorising us to dispose of those items as we see fit. We will charge you the full cost of removing and disposing of all the items that are left behind without our written agreement. We will not store any of the items left in the property unless we have agreed this with you.
- 15.8. You must allow us to inspect the property before you leave. We will provide you with a written assessment of any repair work for damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or animal. We expect you to take all reasonable steps to carry out the repair work before the tenancy ends.
- 15.9. If you do not carry out this work or it is not completed to a good standard and we have to carry out the repair we will charge you the full cost of the work.

## **At the end of the tenancy**

- 15.10. You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet.
- 15.11. You must pay all the rent you owe up to the day your tenancy ends.

- 15.12. You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.
- 15.13. We will recharge you the full costs of work you should have done before you left. These will include:
- Repairs that are your responsibility to repair.
  - Landlord fixtures and fittings that are missing, Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard,
  - Disinfestation of the property, including the garden,
  - Cleaning the property or clearing your garden if not left in a reasonable condition. If you do not return all the keys of the property to us by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.

## **16.COMMUNICATION AND CONSULTATION**

### **How we will treat you and how we can use your personal information**

- 16.1. Our staff and anyone contracted to work for us will be polite and considerate to all our customers. The Data Protection Act 2018 how the Council can use your personal information. We can only use the information you provide for limited, specifically stated purposes.
- 16.2. The Council has a duty to share with other public organisations (for example the police, other departments of the Council, the Inland Revenue or the Department of Works and Pensions) certain information you give us or someone else gives us about you. This is done where the information given could help prevent or detect fraud or help prevent risks to the health or safety of anyone living in one of our properties.
- 16.3. The Council will disclose certain information to utilities companies where a formal request is received to assist with the charging of the person responsible. This may include your name, the date the tenancy started and the forwarding address where a tenancy has ended. By signing a tenancy agreement you agree to the disclosure of this information.
- 16.4. We will disclose certain information to our agents or contractors. This is done where the information given enables them to comply with the terms of our contract with them. This is restricted to housing related activities including, but not limited to repairs, improvements or maintenance.
- 16.5. As a Local Authority we have a legal duty to cooperate and share relevant information with the Ombudsman in relation to and prescribed functions under;
- (i) The Prevention of Damage by Pests Act 1949;
  - (ii) Part 2 of the Public Health Act 1961;
  - (iii) Part 11 of the Local Government (Miscellaneous Provisions) Act 1982;
  - (iv) The Building Act 1984;
  - (v) Part 3 of the Environmental Protection Act 1990;
  - (vi) Parts 1 to 4 of the Housing Act 2004;

(vii) Section 13 of the Building Safety Act 2022;  
Or a relevant scheme such as Schedule 2 Housing Act 1996 (Social Rented Sector – Housing Complaints).

16.6. You have the right to make a Data Subject Access Request. This is any information we have about you and your tenancy. You can get copies of the information from us by emailing [dataprotection@oxford.gov.uk](mailto:dataprotection@oxford.gov.uk) You will not be allowed to see any information that does not concern you directly or is confidential, has been provided by a third party, or concerns someone else. For more information about how the council handles your data, and your rights please see <https://www.oxford.gov.uk/privacy>.

### **Consulting you about things that affect you**

- 16.7. We may need to alter the terms of this tenancy agreement from time to time. We will usually only do so when there are changes to legislation or Council policy, or we need to clarify some of the terms. The Housing Act 1985 sets out a consultation and notice procedure that we must use to make changes to this tenancy agreement.
- 16.8. We have a duty to consult with you about any plans we have that will significantly affect the property you live in, the services we provide or your housing situation.
- 16.9. We will carry out regular surveys to find out from you and any tenant representatives whether we are providing you with a good standard of service.
- 16.10. We must ask your views about any plans we have that will significantly affect the property you live in, the services we provide, or your housing situation. Such plans may be to:
- carry out modernisation or improvement work to the property or your estate,
  - change a policy that affects the way we provide services to you, or,
  - change the facilities or level of services we provide to you.
- 16.11. We will produce a Resident Engagement Strategy for promoting the participation of relevant persons in the making of building safety decisions living in multi storey blocks of seven storeys or more.

### **How to make a comment, compliment or complaint**

- 16.12. We welcome feedback that will help us improve our service to you. You can make a comment, compliment or complaint about any aspect of our service.
- Comment – any suggestion that will help to shape and improve our services.
  - Compliment – where our staff, services, policies and procedures have exceeded your expectations
  - Complaint – when you are concerned or dissatisfied with a service we provide or our policies and procedures do not meet your expectations.
- You can do this via the website [www.oxford.gov.uk](http://www.oxford.gov.uk) , by calling the Contact Centre on 01865 249811 or in writing to the address on the cover of this document.
- 16.13. We aim to acknowledge your comment, compliment or complaint and give a decision in accordance with the Oxford City Council Complaints Policy.

## **17. BUYING YOUR HOME**

- 17.1. Secure tenants may have the right to apply to buy their homes under current government regulations covering the Tenants' Right to Buy.
- 17.2. Introductory tenants are not allowed to apply to buy their homes. However, if they become a secure tenant at the end of their introductory tenancy, any time spent as an introductory tenant will count towards the years spent as a tenant of Oxford City Council.
- 17.3. A demoted tenant does not have the right to apply to buy their home unless they become a secure tenant again.

## **ADDITIONAL CONDITIONS**

### **18. LIVING IN A FLAT OR MAISONETTE**

- 18.1. If you live in a flat block, tower block or maisonette (with communal areas) there are added conditions because of the design of your home.
- 18.2. You must keep the shared areas secure by using the security systems properly and not letting strangers in without identification.
- 18.3. You must not block, obstruct, create or leave any hazard on a landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other shared area or wedge open a fire door or security door. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters and pet cages. We will remove any blockage, obstruction or hazard we find in shared areas and charge you for any costs that we incur. This is to ensure Oxford City Council meets fire regulations and for the safety of residents.
- 18.4. You must not install laminate or other hard floor covering or sanded floor boards in the Property, other than on the ground floor. A reasonable grade of underlay must be used when carpet is laid. If there are complaints then we would have to ask you to remove the floor covering in the Property or take measures to minimise noise being transmitted to adjacent properties. You agree that you will be responsible for any costs incurred in removing any hard floor covering including laminate, ceramic flooring or sanded floor boards that you have installed in breach of these conditions or where access is required to carry out a repair or failed to fit a reasonable grade of underlay beneath carpet.
- 18.5. You are not allowed to keep or use a barbeque, patio heater or any white goods (e.g. tumble dryer, freezer) on or directly beneath balconies.
- 18.6. We will not allow you to keep a dog in a tower block flat. Permission must be sought to keep an animal, reptile or bird in a low level block flat or maisonette.
- 18.7. We will only give permission for you to keep a pet in a low level block flat or maisonette if we believe your pet is suitable to be kept on the property. We will not give you

permission to keep dangerous animals as defined by the Dangerous and Wild Animals Act 1976 (as amended).

- 18.8. If we give permission you must be a responsible owner and the animal must not annoy, disturb, intimidate or attack other people, or cause damage to the property.
- 18.9. You are allowed to keep assistance dogs for either yourself or members of your household.
- 18.10. When permission is given for you to keep a dog, it will be on condition that the dog is micro chipped and relevant owner details recorded and kept up to date. You must keep control of the dog at all times and move the animal to another room when requested by Council officers or our contractors visiting the property. Under the Control of Dogs Order (1992) a dog must wear a collar and tag giving the owner's name / address at all times while in public and must be kept on a lead at all times when walking on estates.
- 18.11. Permission will not be granted for dogs covered by the Dangerous Dogs Act, such as pit bull terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro or any other especially dangerous dogs.
- 18.12. You must take all reasonable steps to prevent your pets or visitors' pets from fouling the inside of your property or any shared areas. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.
- 18.13. You must not throw anything out of the windows of the property or from balconies or landings.
- 18.14. You and anyone living with or visiting you must not smoke in any shared area, including shared walkways, lobbies and staircases.
- 18.15. If you live in a flat block, you may be provided with a storage shed. If we intend to refurbish or remodel the area we may no longer be able to provide a shed or may provide you with an alternative shed.
- 18.16. We are unable to give permission for the erection of padding pools or trampolines in communal gardens. Any pool or trampoline erected will be removed.
- 18.17. The Building Safety Act 2022 states that a resident;
  - (a) must not act in a way that creates a significant risk of a building safety risk materialising;
  - (b) must not interfere with a relevant safety item;
  - (c) must comply with a request, made by the appropriate accountable person, for information reasonably required for the purposes of a duty under section 83 or 84. For the purposes of the Act a person "interferes" with a relevant safety item if they, without reasonable excuse -
    - (a) damage it,
    - (b) remove it, or
    - (c) do anything to, or in relation to, it that interferes with its intended function.

## **19. LIVING IN HOUSING FOR PEOPLE AGED 60 AND OVER**

If you live in a home designated as suitable housing for people aged 60 and over there are added conditions because of the design of your home.

- 19.1. You may only take in a lodger or relative if they are aged 55 or over, a spouse or civil partner, or somebody who will live with you as such.
- 19.2. You must not exceed the permitted number of occupiers for the property.
- 19.3. You must not permit your friends and family who are not members of your household and are not named in this tenancy agreement to use the communal kitchen and laundry. You must request permission from us to hold a large gathering in the lounge. We may consult the other residents for their views when permission is sought. The event must comply with fire and insurance regulations.

## **20. LIVING IN HOUSING FOR PEOPLE AGED 55 AND OVER**

If you live in a home designated as suitable housing for people aged 55 and over there are added conditions because of the design of your home.

- 20.1. You may only take in a lodger, relative, spouse, civil partner or live in partner if they are aged 50 or over.

## **21. NEW BUILD HOMES**

**If the property was built in or after 2014** it may be subject to additional terms and conditions. We will attach these conditions to this document.



## 22. CHECKLIST OF DOS AND DON'TS

This is not a complete list of what you should and should not do. However, you must sign to commit yourself to this checklist. It forms part of your conditions of tenancy. If you do not sign it we will withdraw your offer of accommodation.

I agree to do the following:

- LIVE in the property as my only or principle home
- TO PAY all my rent on time or in advance.
- NOT to harass, or let my family or friends harass anyone.
- NOT to commit or permit any criminal act at or near the Property.
- NOT to damage the Property and to return it to the Council in a good state when I leave. Where I have a garden, TO KEEP it tidy.
- NOT to commit Housing Fraud
- TO DISPOSE of my rubbish in the appropriate bins provided.
- TO BE RESPONSIBLE for the good behaviour of my family, friends and visitors in my home, on the estate and local areas.
- TO ENSURE that any pets the Council has given me permission to keep are kept under control and do not make a mess, bark or in any other way cause a nuisance, or damage my home, other property or land in the area where I live.
- TO ABIDE BY all parking schemes regulations in the area and ensure that any vehicle used by me or my household is taxed and insured, unless I produce a valid DVLA acknowledgement of a Statutory Off Road Notice (SORN), for the period which will not exceed 6 months.

I understand and agree to the conditions listed above and that if I break this agreement the Council has the right to take action to enforce the terms of the tenancy agreement.

First person's signature:	
Second person's signature:	
Signature of Council Officer: (on behalf of Oxford City Council)	
Officer's name:	
Date:	

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## THE TENANCY AGREEMENT (office copy)

This is a legal contract. The full details of the contract are set out in the whole of this booklet. It covers all the rights and responsibilities of you (the tenant) and of us (Oxford City Council). By signing below, you and the Council agree to keep to the agreement.

### Details of the tenant, property and rent.

The address of the property rented under this agreement is;	
The names of the tenants are:	
1.	2.
This is a weekly tenancy and starts on:	Monday,
And *(Delete whichever does not apply) is a *SECURE TENANCY  is an *INTRODUCTORY TENANCY  until Monday, _____ when it will become a secure tenancy unless you break any of the tenancy conditions and the Council has taken steps to end the tenancy in accordance with the relevant legislation.	
The rent account number is:	
The weekly rent is: (Including any charge for services provided under this tenancy agreement)	
The maximum number of people allowed to live at this address is:	

### Making the Agreement

Read the statement below and if you agree with what it says, sign below.

'The information I gave in the housing application form was true and is still true. I understand and I agree to keep to the conditions in this Tenancy Agreement. I also understand that if I am a joint tenant I am responsible for making sure the rent is paid and that I must keep to the conditions of the tenancy as an individual tenant but also jointly with the other tenant or tenants.'

First person's signature:	
Second person's signature:	
Signature of Council Officer: (on behalf of Oxford City Council)	
Officer's name:	
Date:	

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