

## APPENDIX 3 – TENANCY AGREEMENT REVISION PROPOSALS

### THE BLUE TEXT SHOWS THE PROPOSED CHANGES TO THE TENANCY CONDITIONS

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

Oxford City Council  
St Aldate's Chambers  
109-113 St Aldate's  
Oxford, OX1 1DS

#### INTRODUCTION

This document is a legal contract between you and Oxford City Council. It is a secure tenancy agreement which is a form of tenancy under the Housing Act 1985 that can only be brought to an end by the landlord with a court order for possession. It explains the services you can expect from us, and the conditions you must keep to.

Please read this agreement carefully before signing it, and ask us to explain anything you do not understand.

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
- Demoted tenancies

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

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

#### **Secure Tenancies**

A secure tenancy means that you can keep your home for as long as you want, unless 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 [maybe 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.

### 3. CONTENTS

This document contains the conditions that apply to introductory, secure and demoted tenancies. You should take time to read the whole document because it tells you about all your rights and responsibilities as a tenant.

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#### 4. 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, have 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, pet, reptile, bird, livestock etc.
<b>2.5</b>	<b>Anti-Social Behaviour</b>	Persistently acting in a way that causes or is likely to cause alarm or distress to one or more people in another household.
<b>2.6</b>	<b>Domestic Abuse</b>	Any abuse between current and former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the abuse occurs. The abuse may include physical, psychological, sexual, emotional or financial abuse.
<b>2.7</b>	<b>Exchange</b>	Swapping the property and tenancy with the property and tenancy of another tenant. This is done through the legal process of assigning.
<b>2.8</b>	<b>Fraud</b>	Examples of housing fraud 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. Housing fraud can result in both criminal prosecution and civil financial penalties.
<b>2.9</b>	<b>Garden</b>	Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths and paved areas.
<b>2.10</b>	<b>Housing Officer</b>	Any person employed by the Council to manage our homes.
<b>2.1</b>	<b>Household</b>	All the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.
<b>2.12</b>	<b>Legal Notice</b>	This is a formal written document, given either by you or the Council, saying that you intend to end the tenancy agreement. Notices given by the Council would include Proceedings for Possession, Notice to Quit or Notice of Seeking Possession.
<b>2.13</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

<b>2.14</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>2.15</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 facilities for assisting those people, including a community alarm and access to a common room.
<b>2.16</b>	<b>Permission</b>	If, in this agreement it says that you must get our written permission to do something your request can be made in person, by telephone, in writing or by email. You must not proceed without our written permission.
<b>2.17</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 where there are common areas that need cleaning and maintaining.
<b>2.18</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>2.19</b>	<b>Social Landlord</b>	This is any landlord that provides rented homes and is registered with the Housing Corporation. This can include councils, housing associations and tenant-run organisations.
<b>2.20</b>	<b>Sublet</b>	Allowing another person to live in the property or part of the property that you rent instead of yourself. You must get permission to sublet the property. You must not sublet the whole of your property.
<b>2.21</b>	<b>Succession</b>	This is the term used to describe the tenancy of a council property passing to a joint tenant, spouse or partner, who lives in the home when the tenant dies, but only where that person qualifies by law.
<b>2.22</b>	<b>Vehicle</b>	A car, van, bus, lorry, motorbike, bike, boat, caravan, mobility scooter and so on.

### 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**

- 3.11. 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.
- 3.12. 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.
- 3.13. 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.
- 3.14. If you are an introductory tenant or have a demoted tenancy you are not allowed to sublet any part of your property.

### **Photographs**

- 3.15. 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 photographs 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.
- 3.16. 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.

### **Second Home**

- 3.17. 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.
- 3.18. 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.
- 3.19. If we discover that you have a legal or beneficial interest in another property we will require you to provide evidence that this is not your principal home.
- 3.20. In deciding whether you have broken 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**

- 3.21. 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**

- 3.22. 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.
- 3.23. Housing fraud can result in both criminal prosecution and civil financial penalties.

## **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 who are not on your tenancy agreement to live with you.

### **Subletting**

- 4.5. 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.
- 4.6. You agree not to part with possession of the whole property.
- 4.7. 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.
- 4.8. You are responsible for the behaviour of any lodger or subtenant who lives in the property.

### **Activities in your home**

- 4.9. 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 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.
- 4.10. 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 any repairs, gas servicing, treatment, modernisation improvements or safety inspections
  - Deal with any other matter for which we are responsible including inspecting the condition of your property and ascertaining who is living there
  - Ensure compliance with the conditions of this agreement and health and safety regulations
  - Carry out emergency work
  - Carry out asbestos surveys
  - 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 the gas safety inspection 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 ashpans 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. Also 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
  - Test battery-operated smoke detectors and replace batteries when they get low.
  - 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
  - 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 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**

- 6.13. 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.
- 6.14. 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.
- 6.15. 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.
- 6.16. 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.**
- 6.17. 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.
- 6.18. **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
  - fitting security grills to doors or windows
- 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 laminate floor covering or sanded floor boards in the property if you live on the ground floor, in a house or bungalow and there is no-one living beneath you.
- 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.

## 8. USE OF YOUR GARDEN

- 8.1. 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, pathways, hard standing and patios
  - Removing any rubbish
- 8.2. You must not damage or cut down any tree, or plant a new tree in your garden unless you have our written permission.
- 8.3. You must get our written permission to carry out major landscaping or construct a pond.
- 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 it does not cause any risk to the property or other buildings.

## 9. HEALTH AND SAFETY

- 9.1. You must keep your property clean and tidy and free from rubbish. If it 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 collect 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.
- 9.4. You must not keep mopeds or motorbikes inside the property or indoor shared areas.
- 9.5. You must take all reasonable steps to safely store any free standing heaters or patio heaters or barbecues.
- 9.6. 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.
- 9.7. You must not pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins.

## **10. ANIMALS**

- 10.1. You must get our written permission to keep any large animals, or if you want to keep a number of animals.
- 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.
- 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. 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 or visitors' 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.

## 11. YOUR NEIGHBOURS AND COMMUNITY

In this section:

- The term 'property' 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 done 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 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 includes but is not limited to:
- Loud music,
  - Arguing,
  - Slamming doors,
  - Dogs barking and fouling,
  - Drunkenness,
  - Shouting or swearing,
  - Selling or taking illegal drugs,
  - Dumping rubbish,
  - playing ball games close to someone else's property,

- Vehicle racing, using household appliances at unreasonable times of day,
  - Keeping unsuitable or dangerous animals,
  - Allowing pets to wander or foul common areas,
  - Not looking after pets properly so that they create a health hazard or produce excessive noise or odours,
  - Feeding or attracting wild birds or animals.
- 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 make, supply or store any drug (unless there is a lawful prescribed medical use for the drug by the relevant person) or to cultivate, manufacture, supply 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 ensure 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 such activities during your tenancy 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 any regulations which we impose from time to time concerning parking of vehicles and any other matters relating to the Property or estate
  - 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 considerately and follow any parking restrictions, signs and markings in the area around the property,
  - Not park on the grass verges near the property or anywhere that could block access by the emergency services,
  - Not park an illegal, unroadworthy or untaxed vehicle on the property, on the land around or next to the property, on car parking areas or on the road, verges or pavements, 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.
- 12.2. You must get our written permission to park a vehicle motor vehicle or trailer, caravan or boat anywhere in your garden without our permission.
- 12.3. You must also get our permission to park a commercial vehicle on our land, or on any part of your garden or yard if it 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.
- 12.7. You will be responsible for cost of remedying any damage caused to the Property or Communal Areas as a result of vehicle repairs and maintenance that you have carried out.

## 13. ASSIGNMENT, SUCCESSION AND EXCHANGE

- 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 Exchange) with our written permission which we can only withhold in certain specified circumstances.

- Assignment - a tenant passes on the tenancy to someone else before they die, or by order of a court.
- Succession - when a tenant dies their tenancy can be passed to an eligible person.
- Mutual exchange - when tenants swap 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.
  - A court can make an order in the case of a relationship breakdown, dispute or matrimonial proceeding. We recommend that you seek advice from the Council in the event of a relationship breakdown or dispute.
  - 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 XX 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 XX September 2014**, your tenancy can only pass to your husband, wife, civil partner, or a 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.

## **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, include your full name and address and contain the words "I give notice to end the tenancy".

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 on behalf of the other. If the other joint tenant(s) wants to stay we will decide whether they can stay in the home. The Council will still hold the departing tenant individually responsible for any arrears of rent.

- 14.5. In special circumstances we may allow you to end the tenancy more quickly but you must have our permission before you do this.

### **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. The tenancy will end from the Sunday following the date that we receive the notice and the keys.
- 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 or personal representative we will serve notice to the Public Trustee to end the tenancy.

### **Our power to end your secure 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 or work address. For secure tenants, we can apply to a court to end your tenancy and to change your tenancy to a demoted tenancy.
- 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.

## **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) clean and tidy and remove any rubbish or items you do not want to take with you. You must remove all your possessions from the property (including the garden) unless you have a written agreement with us. 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.](#)
- 15.5. [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.](#)
- 15.6. 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.
- 15.7. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work.

## At the end of the tenancy

- 15.8. 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.
- 15.9. You must pay all the rent you owe up to the day your tenancy ends.
- 15.10. You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.
- 15.11. 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

- 16.1. Our staff and anyone contracted to work for us will be polite and considerate to all our customers. [The Data Protection Act 1985 controls 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 that 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. You have the right to Data Subject Access. This is any information we have about you and your tenancy. You can get copies of the information from us but we have the right to charge you an administration fee. 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.

### Consulting you about things that affect you

- 16.6. [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.](#)
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.

### **If you need to complain to us**

- 16.10. You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can.
- 16.11. If you need to make a complaint, you should contact us as soon as possible. If it is a serious complaint you should follow our formal complaint procedure. This sets out a very clear way for both you and us to behave, to make sure that the complaint is handled correctly.

### **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 first floor maisonette 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 landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other shared area or wedge open fire door or security door. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants 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.
- 18.4. You must not install laminate floor covering or sanded floor boards in the Property, other than on the ground floor.
- 18.5. 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.
- 18.6. You agree that you will be responsible for any costs incurred in removing laminate flooring or sanded floor boards that you have installed in breach of these conditions.
- 18.7. You are not allowed to use a barbeque or patio heater on or directly beneath balconies.
- 18.8. We will not normally allow you to keep an animal, reptile or bird in a flat or upper maisonette.

- 18.9. We will only give permission for you to keep a pet if we believe your pet is suitable to be kept in the property. We will not give you permission to keep dangerous animals as defined by the Dangerous and Wild Animals Act 1976 (as amended).
- 18.10. 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.
- 18.11. You are allowed to keep assistance dogs for either yourself or members of your household.
- 18.12. 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. 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.
- 18.13. 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.
- 18.14. 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.
- 18.15. Throw anything out of the windows of the property or from balconies or landings.
- 18.16. You and anyone living with or visiting you must not smoke in any shared area, including shared balconies, lobbies and staircases.

## **19. LIVING IN HOUSING FOR OLDER PEOPLE**

**If you live in a home designated as suitable housing for older people 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 members of your household who are not your wife, husband or partner and are not named in this tenancy agreement to use the communal facilities (lounge, laundry etc.)

## **20. 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.

## 21. 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 have are kept in order and do not make a mess, bark or any other way cause a nuisance, or damage my home or other homes in the locality or any part of the estate I live on.
- TO ABIDE BY the parking scheme on my estate 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.

Signed:

Print name:

Address:

Date:

Witnessed by:

Oxford City Council

St Aldate's Chambers

109–113 St. Aldate's

Oxford OX1 1DS

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