



## **Exeter City Council**

### **Tenancy Agreement**

### **Introductory Tenancies and Flexible Secure Tenancies**

- Your tenancy is, initially, an Introductory Tenancy.
- The trial period of an introductory tenancy is 12 months (unless we decide to extend that period by a further 6 months).
- If you successfully complete the trial period and your introductory tenancy ceases, you will be granted a flexible secure tenancy for the fixed term specified in the notice served with this agreement.
- There is no guarantee that your flexible secure tenancy will be renewed at the end of that time.
- It is important that you understand the limits of this type of secure tenancy and you may wish to take independent legal advice before you sign this agreement.

#### **Please note:**

The fixed term does not prevent the Council from serving notice upon you and seeking a possession order on any of the many grounds provided for by the Housing Act 1985.

On expiry of the fixed term, the court must make an order for possession of your home if the Council have decided not to give you another tenancy. The Council will give you notice of its decision not to offer you another tenancy.

**Effective date: 1 October 2013**

# Contents

This document contains the terms and conditions that apply to introductory and flexible secure tenancies.

Please read the whole document because it tells you about all your rights and responsibilities as a tenant.

To help you find your way around the document, here is a contents list:

<b>1 – Your Responsibilities</b>	<b>Sections A – J</b>
<b>2 – Your Rights</b>	<b>Sections K – U</b>
<b>3 – The Council’s Right to Possession</b>	
<b>4 – The Council’s Responsibilities</b>	

## Note:

The tenancy agreement explains what rights you and the Council have and what you can and cannot do.

If you break any terms or conditions of this agreement, the Council may take enforcement action. If this happens, you will usually be:

- Told why we believe you are in breach of your agreement
- Given the opportunity to make representations to the Council
- Given the opportunity to meet with officers of the Council
- Given the opportunity to put things right.

If the Council believe that the safety of yourself and/or others is at risk, however, the Council will take enforcement action whether or not we have contacted you first.

This tenancy agreement is available in other formats from Neighbourhood Management. Please call **01392 265033** or email [estate.management@exeter.gov.uk](mailto:estate.management@exeter.gov.uk)

If you would like to download an electronic version of this agreement please go to [www.exeter.gov.uk/tenancyagreement](http://www.exeter.gov.uk/tenancyagreement)

## Explanations of Words and Phrases

It is important that you understand this tenancy agreement before you sign it because it explains all your rights and responsibilities.

To ensure you fully understand what the tenancy agreement means, we have explained some words and phrases that may be unfamiliar to you.

<b>Assignment</b>	The legal process of passing all your tenancy rights and responsibilities to another person including your right to occupy the property.
<b>Communal area</b>	Any part of the building and communal land that all tenants share or can use.
<b>Council, or we, us, our</b>	Exeter City Council as landlord or our agent (or both).
<b>Enforcement proceedings</b>	<p>Any legal action that we may take to make you comply with your responsibilities under this agreement. For example:</p> <ul style="list-style-type: none"> <li>• We may ask the court to order you to comply with this agreement or stop you breaking this agreement. This could be an injunction order.</li> <li>• We may ask the court to make an order that takes away some of your rights as a tenant. This is called a demoted tenancy order.</li> <li>• We may ask the court to order you to leave your home. This is called an eviction order.</li> <li>• We may ask the court to do any or all of these things.</li> </ul>
<b>Exchange</b>	Swapping your tenancy, and with it, your home to another person by mutual agreement where allowed by the Housing Act 1985. This is done through the legal process of assignment (see above). 'Mutual agreement' means both parties agree.
<b>Eviction</b>	This is when you are required to leave your home. We cannot evict you without a court order.
<b>Flexible secure tenancy</b>	This means a secure tenancy which is for a fixed term rather than for life. It may be for a minimum of two years but is normally for a period of five years. A further fixed term may be offered dependent on your circumstances at that time.

<b>Genuine emergency</b>	A real and immediate risk of harm to you or a real and immediate risk of harm to others or serious structural damage to your home or to a neighbour's home (or all of these). We will decide whether a situation is a genuine emergency or not.
<b>Home</b>	The property let to you under this agreement, which will include all outbuildings and gardens (where applicable), for the sole use of your household.
<b>Household</b>	Everyone living at your home.
<b>Improvement work</b>	Work completed by either the Council or yourself on your home that improves the structure or facilities that were at your home when you first moved in.
<b>Injunction order</b>	Given by a court to order you or a member of your household or your visitors to do something or stop them doing something.
<b>Introductory tenancy</b>	A tenancy designed to give the Council the chance to see if you are a good tenant; that is someone who meets their obligations under the tenancy, for example prompt payment of rent. It is a 'periodic' tenancy, which means it runs from week to week. This tenancy has fewer rights than a flexible tenancy.
<b>Joint tenancy</b>	If you are joint tenants, the words 'you' or 'tenant' are used to refer to you individually and to both of you because each of you is individually responsible for complying with the terms of this tenancy, including where the other joint tenant is not doing so.
<b>Locality</b>	The area around your home which is more than the road or street where your home is situated. The final decision on the exact extent of that area, if it relates to enforcement proceedings, will be decided by the courts.
<b>Lodger</b>	A person who pays you money to share your home, but is given no rights under this agreement.
<b>Notice</b>	A written statement that seeks to end your right to live in your home. This could be a Notice to Quit from you to us, or, for example, a Notice of Seeking Possession (NoSP) from us to you.
<b>Partner</b>	Husband, wife, civil partner or same-sex partner or anyone else you live with as if they were your husband or wife.

<b>Passivhaus</b>	This is an eco-home building constructed with special materials to make it a low energy environmentally friendly home. This requires you and your household to adopt a lifestyle to match the building. If your home is a Passivhaus then special terms apply to your tenancy.
<b>Personal representatives</b>	When you die, your personal representative is the person who administers your estate, including giving vacant possession of your home to the council and paying any debts owed by you to the council. If they are named in your will they are called the 'executor' or 'executrix'. If you leave no will, or they are not named in your will as your executor, then they are known as your 'administrator'.
<b>Possession order</b>	A formal instruction from a court that gives us permission to take action to make you leave your home.
<b>Rent</b>	The total payment due from you to us as set out in this agreement. This will also include any service charges.
<b>Service charges</b>	Service charges are included in your rent and cover any additional services you need to pay, for example, cleaning in communal areas (flats).
<b>Statutory body</b>	An organisation set up under an Act of Parliament.
<b>Solar panels</b>	These are fitted to some Council properties to provide low cost electricity. If your home has the benefit of these panels then special terms apply to your tenancy.
<b>Sub-letting</b>	Where you give all or part of your home to another person to live in.
<b>Succession</b>	When a tenant dies the tenancy can only go to a spouse, partner or civil partner and only in certain circumstances.
<b>Temporary move</b>	<p>Sometimes we may need to move you from your home to a temporary home, for example if we need to do a lot of work on your home.</p> <p>Any offer of a temporary home is on the basis that you will return to your home when possible. We will decide when that is. If you refuse to return, we will take action to evict you from your former home and your temporary home.</p> <p>You will occupy any temporary home as a non-secure tenant under Schedule 1 paragraph 4 or Schedule 1</p>

	paragraph 7 of the Housing Act 1985 or both.
<b>Vehicle</b>	Means of transport such as a car or motorbike.
<b>Written consent</b>	A letter from us giving you permission to do something. If you do need our consent to do something, we may ask you to put your request in writing.
<b>Your rights</b>	The rights that are established by Parliament in written law (by legislation), the rights provided by this agreement (by contract) and the rights determined by the courts (common law).

You only need to know what the following mean if you have solar PV panels fitted to your roof:

<b>Central FIT Register</b>	The register kept and maintained by Ofgem (see below)
<b>Feed in Tariff (FIT)</b>	The money paid by energy companies, the Government or any other buyer for the electricity generated from the Solar Panel System, exported to the grid or sold to any other buyer. This also includes any other benefits that arise from the generation of electricity by the Solar Panel System including, CO <sub>2</sub> savings.
<b>FIT Period</b>	This is the period of 25 years from the date that the Solar Panel System is installed at your Home. It will be recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register by Ofgem.
<b>MCS</b>	Micro-generator Certification Scheme or equivalent schemes accredited under EN45011
<b>OFGEM</b>	Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff
<b>The Provider</b>	Us or any person appointed by us to install, maintain, operate, repair or replace the Solar Panel System
<b>Solar Panel System</b>	Any solar panels, fixings and additional equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on your Home

# Part One – Your Responsibilities

## A1 – Rent (including service charges)

1. At the time of this agreement, the fortnightly rent for the property is made up as follows:

Cost for the home	£
Service charge*	£
Water charge (if any)	£
Heating charge (if any)	£
Other charges (if any)	£
Rent	£

- \* This will be broken down in your agreement to show what each service costs.
2. You must pay your rent on time, including any service charges. The rent is due on a Monday, every fortnight in advance, but you can pay in advance every month if you prefer.
  3. Your rent will be increased each year, usually on 1 April, in line with the Retail Price Index (taken at September of the previous year) plus 0.5% or in accordance with any other formula that may be prescribed by Central Government from time to time. We will give you **4 weeks' written notice** of any changes to your rent.
  4. There are occasional non-collection weeks when no rent is due (at Christmas, for example). We will let you know the non-collection weeks at the start of your tenancy and at the start of each financial year. If you owe us rent (you are in rent arrears), you must continue to pay the sum you have agreed to pay off the arrears during non-collection weeks.
  5. If you have any difficulty paying your rent, you must contact your Income Officer immediately by phoning **01392 265032**. Your Income Officer will be able to offer help and advice to make your rent more manageable. **If you do not pay your rent it is a breach of your tenancy and we can go to court to get a possession order to evict you from your home.**
  6. If you are joint tenants, you are each responsible for all the rent and for any rent arrears. We can recover all rent arrears owed for your home from any joint tenant.
  7. If at the end of a previous tenancy with us you owed us rent or any other money in connection with that tenancy, then you are liable to pay it to us as a term of this tenancy agreement.

## **A2 – Service Charges**

1. You may receive services that you have to pay for. The service charge is included in your rent. We divide the costs fairly between the homes that get these services.
2. Your service charges will be increased each year in line with the Retail Price Index (taken at September of the previous year) plus 0.5% or such other amount which is required to meet the full cost of the services provided.
3. We may vary the services provided or introduce new services. If we do, the amount you pay in service charges will change accordingly.
4. We may increase or reduce your service charge when the rent is varied, using the same notice procedure. However, if there is a change in the services provided, we can vary the service charge to reflect the change in services, by giving you **at least 4 weeks' notice**.

## **A3 – Other Payments**

1. You must pay all bills (including for council tax, water, electricity and gas) for your home, unless the charges are included in your service charge.
2. We recommend that you take out contents insurance. This should include third-party liability to cover any personal loss or damage to others, say through water leaking from a washing machine into your neighbour's home. We will not accept liability in such cases. For more information about insurance cover, please seek advice from an independent specialist.
3. If you are receiving support for which there is a Community Based Support Charge, you will be asked to sign a Community Based Support Agreement. It will state the conditions of the agreement including information about the amount you will be charged for the support. It is separate from this tenancy agreement.
4. A Community Based Support charge may apply if:
  - (a) Your home is connected to an alarm service, or
  - (b) You receive other support services that support you to stay in your home.

## **B1 – Repairs and Improvements**

1. You must report any repairs, faults or damage to your home or shared areas immediately. If you delay reporting a fault and this leads to more damage, we may charge you to put that extra damage right.
2. You must let us, or anyone acting for us or any other statutory body into your home to inspect and do repairs, servicing, and improvements to your home or a neighbouring property. Never let anyone in without seeing their official identification. If in doubt, contact the Police or your Neighbourhood Officer on **01392 265033**. Where possible we will give you **48 hours' notice** that we need access to your home, except in a genuine emergency when we will need to gain access immediately.
3. Under the Gas Safety Regulations (Installation and Use) 1998 the Council must service all the gas appliances that it is responsible for **every 12 months**. Tenants must co-operate fully by allowing access for this work to be done.

Due to the risks to the health of your household if a gas appliance is not serviced, we reserve the right to use reasonable force to enter your home if you refuse to let us in to do the work.

We may exercise this right immediately in a genuine emergency by using reasonable force to enter your home or we may ask the court to confirm our right to do this by making a court order. If we do get a court order you will be responsible for the Council's costs in getting that order.

4. You must allow the Council or contractors access to enable cables, drains, poles or other services to be laid in the home or its surroundings. We will give you **at least 48 hours' notice** of such work, except in a genuine emergency when we will need to gain access immediately.
5. You must keep appointments for our workmen and other Council employees to call at your home, or give us reasonable notice if you cannot keep the appointment. You may have to pay the costs of the call-out if you do not keep the appointment or fail to notify us that you cannot keep it.
6. When work is required that may disturb the floor coverings you have fitted or laid, you must arrange for their removal. The Council cannot be held liable for any damage if the floor coverings have not been removed. You will also be responsible for replacing or re-installing any such floor coverings.
7. You must repair or pay for the repair or replacement if damage is caused to your home through your actions or omissions, for example, smashed glass in windows, broken or damaged doors, etc. This includes poor standard do-it-yourself work. You will have to pay the costs of such repair or replacement.

8. You are responsible for repairing and maintaining any domestic equipment you have installed yourself. This includes cookers, washing machines, tumble dryers, dishwashers etc.
9. You must do all repairs you are responsible for. This includes the following:
  - Chimney sweeping
  - Clothes lines / posts
  - Internal decoration
  - Renewal of toilet seats
  - Fuses, plugs and light bulbs
  - Gate catches and locks
  - Dividing wooden, concrete or metal fences and gates between properties
  - Gas escapes from tenants appliances
  - Certain footpaths specific to your home
  - TV aerials.

This list is not exhaustive and may be added to from time to time. For further information please see your Repairs Handbook.

10. You must not make any improvement or alterations that affect the structure of the building or the Council fittings. This may include but is not restricted to:
  - Removal of walls
  - Making holes in walls (small fixing holes for pictures etc is allowed)
  - Any alterations to internal and external doors
  - Any alterations or additions to the fixed electrical circuits
  - Any alterations or additions to the plumbing services
  - Removal or alterations to Kitchen units
  - Removal or alterations to sanitary fittings
  - Erection of external buildings and hard landscaping.

## **C1 – Behaviour**

1. Most tenants act reasonably and have consideration for their neighbours. We will not tolerate anti-social behaviour, harassment or domestic violence and we will take firm action against anyone carrying out this behaviour.
2. As the tenant(s) you are not only responsible for your own behaviour but also for the behaviour of your family and any other member of your household, together with anyone who is a lawful visitor to your home. You are also responsible for their behaviour when they are in the locality as a result of visiting or contacting you. You are also responsible for the behaviour of anyone whom you encourage in any way to act on your behalf. You are also responsible if you allow and/or do not prevent any of

**3. You must not do or encourage or allow anyone else living with you or visiting you to do the following:**

- a) Cause, or behave in such a way as to be likely to cause, a nuisance or annoyance to anyone who is lawfully in your locality.
- b) Harass anyone in your locality on grounds of colour, race, ethnic origin, sex, sexual orientation, disability or health, age, religious beliefs or culture, immigration status or any other reason. Examples of harassment are using or threatening to use violence; using abusive or insulting words or behaviour; racist or homophobic abuse; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti. (This is not meant to be a complete list. The Council generally considers behaviour to be harassment if it is a course of conduct, i.e. there have been at least two incidents, but individual serious incidents may themselves constitute harassment even if not repeated).
- c) Doing anything that interferes with the peace, comfort or convenience of others who are lawfully in the locality.
- d) Make threats or be violent towards anyone else who is lawfully in your home or in the locality, including your partners or former partners, other members of your family, or the people related to your partners or former partners. You must not harass or use mental, emotional, financial or sexual abuse to persuade anyone who lives with you to leave the home.
- e) Make threats of any kind or be violent or use abusive or foul language towards any Council employee, its contractors or consultants, or any city councillor at any time or in any place. This includes when you visit or telephone any Council office, if you are visited at your home, or in any other situation.
- f) Harass any Council employee, its contractors or consultants, or any city councillor in any way at any time or any place. Examples of harassment are sending text messages or emails or any other form of electronic communication that contain abusive or offensive content or the making of un-necessary phone calls or visits to the Council's offices. (This is not meant to be a complete list. The Council generally considers behaviour to be harassment if it is a course of conduct, i.e. there have been at least two incidents, but individual serious incidents may themselves constitute harassment even if not repeated).

- g) Use your home or the locality for any activity that is unlawful, including but not limited to, drug dealing, possessing or consuming illegal drugs, drug growing or drug production, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, sexual offences, or storing or keeping illegal guns or other weapons.
- h) Interfere with security and safety equipment in communal entrances. Doors must not be jammed open and strangers must not be let in without identification. You must co-operate with the installation and maintenance of security systems.
- i) Damage or deface your home or other City Council property. We will treat this as a breach of your tenancy agreement and you will have to pay the cost of repair or replacement.
- j) Keep any animal unless you have our written permission. If we give our permission, we can withdraw it at any time if the animal causes a nuisance or annoyance to others who are lawfully in the locality. You must take proper care and control over any animals kept at or visiting your home. The only pets allowed in Rennes House, with our written permission, are caged birds and aquarium fish.
- k) Carry out repairs, except emergency running repairs, to motor vehicles on the street or in parking areas.
- l) Park any untaxed, illegal or un-roadworthy vehicles on the land around your home, on the road near your home or in a designated parking area (this includes where a Statutory Off Road Notification (SORN) has been obtained).
- m) Park any heavy trade vehicle or large commercial vehicle of greater than standard Transit size on any communal hard-standing, parking bay or forecourt.
- n) Park any caravan, boat or trailer on any communal hard-standing, parking bay or forecourt, without our written permission. We will refuse permission only if there is good reason.
- o) Park any vehicle on the premises unless a Council-approved garage or hard-standing is provided.
- p) Put up structures such as satellite dish aerials, sheds, garages or pigeon lofts anywhere on your property or alter any existing structures or vary services such as water, gas or electricity supplies to the home without the Council's written agreement. Planning conditions and Building Regulations must also be satisfied.
- q) Run a business from your home or within the building it is situated in without our written permission. We will not normally refuse permission unless the business would cause a nuisance or breach

- r) Store petrol or any other flammable liquid in your home.
- s) Store or use liquid petroleum gas (LPG) cylinders at Rennes House or Faraday House. At any other premises they must be used and stored according to the maker's instructions.
- t) Store or use paraffin at Rennes House.
- u) Have more people living in your home than the maximum number allowed by this agreement save for (i) natural changes in the household or (ii) when your relatives visit for a while or (iii) you have the written permission of the Council.
- v) Keep cars, mopeds or motorcycles or engines and parts inside your home or on indoor communal areas such as entrance halls or landings.
- w) Smoke in any communal areas.

**You must:**

4. Co-operate with us and your neighbours to keep any communal areas clean, tidy and clear of obstruction. If you share balconies and stairways with other tenants, you must keep these areas clean and free of all items (floor coverings etc.). If we have to take action against you to enforce this, we will recover the costs from you.
5. Keep your garden tidy and free from rubbish (this will include cutting the lawn, maintaining walls and trimming the hedges) and maintained to a standard that we consider acceptable, taking into account the character and location of your home. If you cannot maintain the garden because of ill health or disability, we may be able to offer you help. Please ask your Neighbourhood Officer for more information on **01392 265033**.
6. Keep the inside of your home clean, free from vermin (pests), and in a good state of decoration. We may be able to help you decorate if you are elderly or disabled or provide materials if you are a single parent on Housing Benefit. Please ask your Neighbourhood Officer for more information on **01392 265033**.

## **D1 – Notice to Terminate your Flexible Tenancy**

1. If you wish to end your flexible tenancy you must serve a notice in writing on the Council that gives a date for termination **no earlier than 4 weeks** from the service of the notice (see **section I1** as to how to serve a notice on the Council).
2. If the Council is satisfied that there are no rent arrears or there is no other material breach of your tenancy agreement, then the Council will allow you to end the tenancy early and leave your home.
3. If there are rent arrears and / or other material breaches of your tenancy, the Council may allow you to end the tenancy early and leave your home, but this will be subject to conditions, for example, we may require you to pay off any rent arrears you owe us before you leave or within a certain period of time. One of these will be that the Council does not waive its rights against you for any breaches of this tenancy agreement.
4. You must return all of the keys you have for your home to the Civic Centre when you leave and obtain a receipt for doing so. The keys must be returned no later than **12 noon on the Monday** which immediately follows the 4 week notice period given in your written notice and referred to in paragraph **D1 (1)** above, otherwise you will be charged occupation charges for the week which starts on that Monday.
5. If you are joint tenants, any one of you can end the tenancy by giving us the notice referred to in **D1 (1)** above, but everybody living in your home must leave by the time the notice expires.
6. You must leave the property, fixtures and fittings in good condition. You will have to pay for any repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.
7. You must allow us access to your home during the last month of your tenancy at reasonable times so we can inspect the property and show prospective new tenants around. We will agree any work that needs to be completed before you move out with you.

## **D2 – Notice to Quit for Introductory Tenants**

1. You must give us **at least 4 weeks' written notice** before you want to leave your home. This 4 weeks' notice must end on a Monday.
2. You must return your keys to the Civic Centre when you leave. If the keys are not returned by **12 noon on that Monday** then occupation charges will be charged for another full week.

3. If you are joint tenants, any one of you can end the tenancy by giving us **4 weeks' written notice**, but everybody living in your home must leave by the time the notice expires.
4. You must leave the property, fixtures and fittings in good condition. You will have to pay for any repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.
5. You must allow us access to your home during the last month of your tenancy at reasonable times so we can inspect the property and show prospective new tenants around. We will agree with you any work that needs to be completed before you move out.

## **E1 – Vacant Possession**

1. You will be liable for any legal costs and reasonable expenses if you fail to give us vacant possession of your home when you leave.
2. Vacant possession means that you and your household have left your home and have removed all your possessions and / or any items you have brought into your home. It also means that you have removed all your possessions and / or any items stored by you in outbuildings, the loft (if applicable) and your gardens. This includes any rubbish produced by you or your household.
3. If you let persons in to your home and or leave persons in occupation after you have left, then the Council will obtain a court order to evict them and you will be responsible for the costs incurred by the Council in doing this.
4. Once we have control of your home again, we will remove anything that has been left by you or your family or lawful visitors.

If those things are considered to be harmful to others, such as clinical waste or rotting food or dirty clothing, they will be disposed of immediately.

We will store any other items for **up to 28 days**. We will try to notify you in writing (at your last known address) that the items are being stored, where they are being stored, how you can get them back and the date by which we will dispose of them if you do not collect them. We will charge you the cost of storage.

If we dispose of the items by selling them, the proceeds of sale will be used to pay towards any debt you owe to the council, such as rent arrears or storage charges. If this still leaves a debt owing to the council you remain responsible for paying it. If you do not have a debt to the council or the proceeds of sale pays off your debt to the council, then the remaining proceeds will be paid to you.

## **F1 – Death**

1. If you die during the tenancy your personal representative must notify the council of your death as soon as is possible.
2. If the council is informed within 48 hours of your death then we may allow your personal representatives a rent free period of up to 3 weeks to enable them to deal with your possessions and clear out your home. The keys must be returned to the council by 12 noon on the first Monday after 3 weeks has passed from the date of your death. The keys may be returned to the council at any earlier time during the 3 week period. The tenancy will end on the date that keys are returned to the council as long as your home has been cleared so the council has vacant possession as described in **section E1**.
3. If the council is informed within 48 hours of your death but the keys are not returned within the period allowed to you under paragraph **F1 (2)** then your full rent and any other charges due under the tenancy will be charged from the first Monday after 3 weeks has passed from the date of your death until the date that the keys are returned to the council and it is given vacant possession of your home as described in **section E1**.
4. If the council are not informed within 48 hours of your death then no rent free period will be granted to your personal representatives and your full rent and any other charges due under the tenancy will continue to be charged from the date of your death to the first Monday after keys are returned to the council and it is given vacant possession of your home as described in **section E1**.
5. If your personal representatives do not return the keys to your home to the council and give it vacant possession of your home as described in **section E1**, then the council will serve a Notice to Quit in the manner prescribed by law and will obtain a possession order from the court and take possession of your home.
6. All rent and other charges due under your tenancy referred to in this section must be paid from your estate or otherwise by your personal representatives. All costs and expenses reasonably incurred by the council in order to obtain vacant possession of your home after your death must be paid from your estate or otherwise by your personal representatives.

## **G1 – Assignment**

1. You cannot pass on your tenancy (called an 'assignment') to anyone without our written consent. If you do, you are breaking the tenancy agreement. Anyone who takes an assignment that we have not permitted runs the risk of legal action against them for possession. Such a person may also be an unlawful occupier or a tenant whose tenancy is not secure.

## H1 – Tenant Condition

1. You must occupy the property as your main or only home.
2. You must not sub-let your home or part with possession of your home.
3. You may only sub-let part of your home if and when you have received our written consent and not before.
4. You must tell us if you expect to be away from your home for **more than 4 weeks**.
5. You must tell us if you are going to be living away from your home and where you are living if it is not at your home. You must tell us if someone will be staying in your home while you are away and who they are.
6. If your home appears to the Council to be abandoned and / or your whereabouts are not known, we will conclude that you are no longer occupying your home as 'your only or main home'. This means that you will no longer be a secure tenant and we can bring your right to occupy your home to an end by either serving a Notice to Quit or by forfeiting the lease and then seeking a court order for possession of your home. You will be liable for the costs incurred by the Council in doing this.
7. Once we have control of your home again, we will remove anything that has been left in the property. If those things are considered to be harmful to others, such as clinical waste or rotting food or dirty clothing, we will dispose of it immediately.

We will store any other items for **up to 28 days**. We will try to notify you in writing (at your last known address) that the items are being stored, where they are being stored, how you can get them back and the date by which we will dispose of them if you do not collect them. You will have to pay the cost of storage.

If we dispose of the items by selling them, the proceeds of sale will be used to pay towards any debt you owe to the council, such as rent arrears or storage charges. If this still leaves a debt owing to the council you remain responsible for paying it. If you do not have a debt to the council or the proceeds of sale pays off your debit to the council, then the remaining proceeds will be paid to you

## I1 – Notices

1. If you wish to serve a notice on the Council, including a Notice to Quit or a notice to terminate your flexible tenancy (see **section D1** above), you must deliver it to the following address: **Neighbourhood Management, Exeter City Council, Civic Centre, Paris Street, Exeter, EX1 1RQ** either in person (either you or someone on your behalf) by post, or by email to [estate.management@exeter.gov.uk](mailto:estate.management@exeter.gov.uk)

## J1 – Solar PV Panels

### J1.1 General Terms

1. We or the Provider may install a Solar Panel System at your Home and retain it there (the inverter is usually installed in your loft space which means that we or the Provider may need access to your loft space from time to time) but neither we nor the Provider are under any obligation to do so. You agree that we may grant the Provider an exclusive right for the Solar Panel System to occupy the parts of your Home where it will be installed or has been installed.
2. During the FIT Period, the Solar Panel System belongs to the Provider and is not part of your Home.
3. We or the Provider may connect the Solar Panel System into and use the existing electrical system within your Home for the installation and operation of the Solar Panel System.
4. The Provider is exclusively entitled to the benefit of the Feed in Tariff and you shall provide such assistance as the Provider shall reasonably require (including entering into documentation) to ensure that the Provider is entitled to receive the Feed-in Tariff for the Solar Panel System during the FIT Period. The Provider shall pay any costs which you reasonably incur in providing any assistance pursuant to this obligation.
5. Subject to **clause 22** of **section J1.3** any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
6. Any electricity that you do not use will be exported to the national grid for the sole benefit of the Provider.
7. The part of the Solar Panel System known as the inverter may use a small amount of electricity from the electricity supply in your Home and you will not charge us or the Provider for that electricity.

8. We or the Provider may at any time alter the Solar Panel System or remove it from your Home either permanently or for a period of time.
9. Our obligations in the Tenancy to keep your Home in good condition and to repair and maintain the wiring does not include an obligation to keep in good condition; repair or maintain the Solar Panel System unless we are the Provider.
10. In the event of the Solar Panel System or any part thereof failing and being uneconomic to repair or replace the Solar Panel System can be left in situ until such time as it is economic to repair or replace or the Solar Panel System is removed.
11. The amount of free electricity that the Solar Panel System may generate and which may be used by you may vary and that neither we or the Provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:
  - Us or the Provider carrying out repairs, works or alterations to the Solar Panel System or removing it from your Home
  - Us carrying out repairs, works or alterations to your Home
  - The weather, season or other factors beyond our control or the control of the Provider
  - The age of the Solar Panel System (solar panels may become less efficient with age)
  - The Solar Panel System or any part thereof failing and being uneconomic to repair or replace
  - Any other reason.
12. Your right to live in your Home without any interruption or interference from us does not apply where access is required as set out in **clause 18** of **section J1.3** of this Agreement.
13. In the event that you apply to exercise your right to buy your Home and you wish to continue to receive the electricity generated by the Solar Panel System you should let us know so that we can advise the Provider. The Provider may offer to enter into a contract with you under which you allow the Solar Panel System to remain at your Home and in return you will still get free electricity from the Solar Panel System.

## **J1.2 Our Obligations**

14. We will write and tell you if a Solar Panel System is going to be installed on your Home.
15. We will tell you if the Solar Panel System is going to be removed by us or by the Provider.

16. We will take reasonable steps to ensure that, subject to **clauses 8 and 10 of section J1.1**, the Provider keeps the Solar Panel System in good repair and working order during the FIT Period.

### **J1.3 Your Obligations**

17. You will allow us or the Provider (and our, or the Provider's employees or contractors acting on our, or the Provider's behalf) access at reasonable times and subject to reasonable notice to install, maintain, repair, replace or undertake other works to, or inspect the condition of the Solar Panel System and to take meter readings. This may involve putting up scaffolding to safely access the roof of your Home. You must ensure that access to the Solar Panel System is kept clear and it may be necessary for us, or the Provider to move personal items in your loft area particularly during the installation.
18. You will not cause any damage to or interfere with the Solar Panel System (including any cables serving the same) and pay us or the Provider any reasonable costs incurred by us or the Provider in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to your Home.
19. You will make sure that no trees or vegetation at your Home grow to overshadow the Solar Panel System.
20. You will make sure that nothing is constructed or erected at your Home which overshadows the Solar Panel System.
21. You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of your Home to which the Solar Panel System is attached or in which it is contained.
22. You agree to use the electricity generated by the Solar Panel System for personal domestic use only, not to store any electricity generated by the Solar Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.
23. You agree that where your home has the benefit or will have the benefit of solar PV panels that your personal information held by the Council will be disclosed to the provider (if that be a third party).

## **J2 – Passivhaus (Eco-home)**

1. If your home is a 'Passivhaus' then the following special terms and conditions shall apply to you. These are:
  - (a) You will be mindful of the specific nature of the construction and heating system of this property and you will not act or fail to act in any way that will reduce or prevent the unique design from working effectively. Although not a complete list this includes actions such as:
    - No cat flaps to be installed
    - No breaching of the external walls to fit any items (CCTV or satellite dishes)
    - No changing of doors
    - No major breaches of internal walls.
  - (b) Given the design of these properties any act or omission on your part or that of your household that prevents or reduces the performance of the Passivhaus will be considered a serious breach of your tenancy. If you breach these terms and conditions we will consider enforcement action against you and you will be charged for the costs of any remedial work required.

## Part Two – Your Rights

### K1 – Your Right to Occupy

1. For so long as you occupy your home pursuant to your tenancy agreement, you cannot be evicted from your home unless the Council obtain a court order for possession and / or have executed a warrant for possession.
2. If you are an introductory tenant then you will have the right to request a review of the decision to end your tenancy.
3. If you are a flexible secure tenant and the council brings possession proceedings in a court seeking to evict you from your home on any of the Grounds for Possession set out in Schedule 2 of the Housing Act 1985, you do not have the right to request a review of the decision to take possession proceedings. However, you will have the right to put your case to the court when the Council makes its application for possession.
4. If you are a flexible secure tenant and the Council decides not to grant another tenancy on expiry of the flexible tenancy, you have the right to request a review of that decision.
5. If you are a flexible secure tenant then section 107C of the Housing Act 1985 provides you with the right to terminate your flexible tenancy. See **sections D1** and **I1** as to how you must exercise this right.
6. You may wish to hold your tenancy jointly with your spouse, partner or civil partner. This is dependent on the council's agreement to give you a joint tenancy however the council will not unreasonably withhold consent for a joint tenancy to be granted.

### K2 – Your Rights as an Introductory Tenant

1. If you have an introductory tenancy you have fewer rights than a secure tenant, and when the trial period expires and you cease to be an introductory tenant, you will become a flexible secure tenant. (See the notice served on you in accordance with section 137A of the Housing Act 1996.) However, the council must be satisfied that you are suitable to have a flexible secure tenancy with this Council.

Your conduct (including that of your household) will be monitored and this will determine whether or not the Council allow the trial period to expire or extend it or bring your tenancy to an end. The trial period is usually for one year but can be extended to 18 months.

2. As an introductory tenant you **do not** have the right to:

- Sublet any part of your home, assign or exchange your home
  - Make improvements or alterations to your home
  - Apply to buy your home (although the introductory period will count towards any qualifying period)
  - Vote before any transfer of your home is made to a new landlord.
3. When your introductory tenancy ceases and your tenancy becomes a flexible secure tenancy, then all the terms of this tenancy agreement will apply to you at that time.

## **L1 – Your Rights with Repairs**

1. You have a right to get repairs done in a reasonable time. In some cases you have a legal Right to Repair or the Right to Compensation if certain repairs are not done on time. Please ask us if you want more information, or refer to the Communities and Local Government leaflet 'A better deal for tenants, Your Right to Repair'.

## **M1 - Your Right to be Consulted**

1. You have the right to be consulted about our housing management of your home if it substantially affects you. For example, we will consult you about modernisation or improvement work that is planned for your home or your area. We will endeavour to involve you or your tenants' group in local housing issues and a copy of our Resident Involvement Strategy is available on request.
2. You have the right to be consulted about any planned changes to the tenancy agreement. We will tell you in writing if the changes are to go ahead.

## **N1 – Your Right to Complain**

1. You have the right to have your complaints dealt with efficiently and effectively. If you need to make a complaint, your Neighbourhood Officer can advise you, please call **01392 265033**.

## **O1 – Your Right to Know**

1. You have the right to examine your tenancy file to see what information we have about you, provided you give us written notice. In certain circumstances you will not be able to see everything; for example, letters about you from third parties unless we get the author's permission, or a medical letter about a condition affecting a family member. We may charge you **£10** for providing a copy of your tenancy file.

2. If you pay service charges, you have the right to see our financial records for them. You must give us reasonable notice (**2 weeks**) if you want to do this.

## **P1 – Your Right to Manage**

1. You have the right to join or start a residents' group in your neighbourhood if you wish. Your Neighbourhood Officer or the Resident Involvement Manager will be able to give you advice. Please call **01392 265033**.
2. You have the right to manage your property by forming a tenants' organisation. For more information, please contact your Neighbourhood Officer on **01392 265033**.

## **Q1 – Your Right to take in Lodgers**

1. You have the right to take in lodgers, but you must get our written permission before you do this. A lodger is someone who lives in your home but does not have exclusive right to any one part of it. They will get some sort of service from you, such as cooking or cleaning.
2. You have the right, if you are a secure tenant, to sub-let, but you must get our written permission first. Sub-letting means that someone pays you rent to have the exclusive right to part of your home. They will usually do their own cooking and cleaning. You must not sub-let the whole of the property.

## **R1 – Your Right to Quiet Enjoyment of your Home**

1. You have the right to live in your home without any interruption or interference from us subject to the rights retained by the Council to enter your home set out in this agreement, and also subject to you keeping to the terms of this agreement and that your home remains your only or main home.

## **S1 – Your Right to Swap your Tenancy**

1. You have the right, if you are a secure tenant, to swap your home (called an 'Assignment by way of Exchange' or 'Mutual Exchange') with another tenant of the Council, another council or a housing association. However, you must get our written agreement first and the other tenant must also have obtained his or her landlord's written agreement to swap with you or another tenant. We can refuse permission only in certain circumstances, which are set out in Schedule 3 of the Housing Act 1985. For example, we could refuse permission if:

- One of the homes would be overcrowded
- One of the homes would be much too large for the new tenants
- There is legal action being taken to get possession of the home of any of the tenants involved
- The exchange would mean that a home adapted or built specifically for elderly or disabled people would have no one living there who needed such accommodation.

If the Council does give permission to swap your tenancy, then that permission may be subject to conditions, such as that any breach of the tenancy must be remedied before you leave, for example replacing internal doors damaged by you and or your household, or paying off rent arrears etc.

In addition, the assignee of your tenancy will take your home in its current condition (subject to any works we identify as part of our safety checks) and will take responsibility for any breaches of the tenancy agreement which occurred before the date of assignment by you.

2. If you do exchange without our written agreement, we will take legal action to recover possession of your original home. You will not be able to return to your original home and you will not be offered alternative housing.
3. Please note that (i) you have an absolute obligation to provide full, fair and accurate disclosure of your existing tenancy rights to the proposed assignee and (ii) you shall not offer any financial inducement to another relevant tenant to secure their agreement to or involvement in an assignment.

## **S2 – Your Right to Transfer your Tenancy**

1. If you find a person with a secure tenancy (which is not a flexible secure tenancy) that wishes to transfer to your home and you to theirs, you have the right to request the Council to allow you to surrender your tenancy and for the Council to then grant a new tenancy to the proposed new occupier of your home.

Your new landlord will accept a 'surrender of the tenancy' from their tenant, and then grant you a flexible secure tenancy of their property and this Council will accept a surrender of your tenancy and grant a lifetime secure tenancy to the new occupier.

2. Conditions apply to this right and you must make your request in writing to the Council and receive our consent (and the consent of the other landlord) **before** taking action to surrender your tenancy. Please contact your Neighbourhood Officer for advice on **01392 265033**.

3. Please note that (i) you have an absolute obligation to provide full, fair and accurate disclosure of your existing tenancy rights to the proposed transferee and (ii) you shall not offer any financial or other inducement to another relevant tenant to secure their agreement to or involvement in a request for transfer.

## **T1 – Your Right to Buy your Home**

1. If you are a secure tenant you have the right to buy your home subject to Right to Buy legislation. However, this right does not apply to some types of housing, for example, housing specifically for the elderly or people with physical disabilities. If you wish to discuss whether you have the right to buy, please contact your Neighbourhood Officer on **01392 265033**.

## **U1 – Your Spouse, Partner’s or Civil Partner’s right to Succeed to the Tenancy**

1. If you are an introductory tenant, there is a right for your spouse, partner or civil partner to succeed to your tenancy on your death, as long as your home is also their only or main home. There is also a right for a member of your family (as defined by section 140 of the Housing Act 1996) to succeed, if there is no spouse or civil partner, as long as that member of your family has lived with you throughout the period of twelve months ending with your death.
2. If your spouse or civil partner is already a tenant with you (a joint tenant) then they will retain the tenancy on your death by right of survivorship.
3. If you are a flexible secure tenant, there is a right for your spouse or civil partner to succeed to your tenancy on your death, as long as your home is also their only or main home. There is no right for a member of your family to succeed to the tenancy. The Council will not allow anyone else to succeed to your tenancy.
4. In all of the above cases, the right to succeed depends on you not being a successor.

## Part Three – The Council’s Right to Possession of your Home

1. If you have an Introductory Tenancy and at any time any obligation owed by you to the Council and contained within this agreement is not complied with then possession can be sought during the trial period of your introductory tenancy following service of a Notice of Proceedings for Possession of an Introductory Tenancy.
2. If you have a flexible secure tenancy and at any time any obligation owed by you to the Council and contained within this agreement is not complied with then possession can be sought on the ground(s) for possession as set out in schedule 2 to the Housing Act 1985 (as amended).
3. If you have a flexible secure tenancy, possession can also be sought (without prejudice to sub paragraphs 1- 2 above) on expiry of the fixed term as provided for by section 107D of the Housing Act 1985.
4. In certain circumstances we have the right to take possession of your home and move you elsewhere. For example, we can do this if the property has features which make it substantially different from normal accommodation, for example, it is adapted for the disabled such as ramps, wheelchair accessible features, walk-in showers, hoists, stair-lifts etc. and there is no longer any one resident who needs those features. Or, we can do this if you have succeeded to the tenancy but your home is larger than you need. In either case we will offer you a suitable alternative home.
5. The Council may re-enter your home (or any part of your home) at any time after any of the following:
  - a) Any rent is unpaid for 21 days after becoming payable in accordance with Section A1 and A2 above whether it has been formally demanded or not
  - b) Any breach of any condition of the tenancy has occurred
  - c) You have quit your home and or have been absent from your home for a period of more than 4 weeks without notifying the Council in accordance with section H1 above
  - d) You have been declared bankrupt or insolvent.
6. For the avoidance of doubt, if we re-enter your home (or any part of it) in line with paragraph 5 above, the tenancy agreement will end immediately without prejudice to any right or remedy of the Council in respect of any breach of the tenancy agreement by you.
7. The Council will then apply for a court order to recover possession of your former home. The costs associated with this will be your responsibility.
8. Any action taken by the Council to recover possession of your home or your former home will be without prejudice to any other right of action the



## Part Four – The Council’s Responsibilities to You

1. We will keep your home in good condition and will repair and maintain:
  - The structure and exterior of the building
  - Kitchen and bathroom installations
  - The wiring, and certain gas and water pipes
  - Most types of gas appliances (except those you are entitled to remove) and flues
  - Heating and water heating equipment we have installed
  - Any communal areas around your home (stairs, lifts, landings, lighting, entrance halls, paving, parking areas and rubbish chutes).
2. We will do repairs in a reasonable time. In your sign-up pack we set out how quickly we will do different types of repairs. We will respond to genuine repair emergencies outside normal office hours. However, if we think the work needed is not a genuine emergency, we can charge you for the call-out.
3. At the end of repair work we will clean up to a standard taking account of the age and condition of your home before the work started.
4. There are special circumstances where we have the legal right to take possession of your home because work needs to be done to it. If your property needs to be empty for major building repair or site redevelopment, we will offer you a suitable alternative home. You will usually get compensation or help with the moving costs (or both) depending on your circumstances.

Your move could be permanent or temporary. Such moves will be accompanied by a written agreement between you and the Council. If a temporary move is an option, we would expect you to move back to your original home when the work is finished.

5. If we need to serve a notice on you we will:
  - Deliver the notice to you personally or to someone living in your home, or
  - Send the notice to you by recorded delivery, or
  - Send the notice to you by first-class post, or
  - Leave the notice at your home, which may include attaching the notice to your door.

Notices include any that we may need to serve on you in connection with evicting you from your home. We will assume you have received the notice on the date it was delivered to you or left at your home. If we send the

notice by recorded or first-class post, we will assume you received it on the second day after we sent it.

THIS AGREEMENT IS BETWEEN

EXETER CITY COUNCIL ('the Council')

and

\_\_\_\_\_ [the tenant]

\_\_\_\_\_ [joint tenant]

IT IS AGREED AS FOLLOWS

1. The Council lets and you the tenant(s) take an introductory tenancy (as defined by section 124 of the Housing Act 1996) of the premises defined in paragraph 3 below.
2. The tenant acknowledges that a written notice was served by the Council (in accordance with section 137A of the Housing Act 1996) on the tenant prior to the grant of this tenancy stating that on the tenancy ceasing to be an introductory tenancy that it will become a flexible tenancy for a term certain of the length specified in the notice.
3. This agreement is for the home and garden(s) (if applicable) for your exclusive use at:

Cost for the home	£
Service charge	£
Water charge (if any)	£
Heating charge (if any)	£
Other charges (if any)	£
Rent	£

4. This agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that it contains nothing that you disagree with. If you do not understand this agreement or anything in it, the Council recommends that you ask for an explanation before you sign it. You may want to consult a solicitor, Citizens Advice Bureau or Housing Advice Centre. If English is not your first language, please ask for the agreement to be translated for you.
5. The Council expect no more than \_\_\_\_ persons to occupy your home as their only or main home.

**DECLARATION**

I/we declare that I/we (or anyone on my/our behalf) have not knowingly or recklessly made a false statement inducing the Council to grant this tenancy.

I/we acknowledge that if I/we (or anyone on my/our behalf) have knowingly or recklessly made a false statement which induced the Council to grant this tenancy that I/we will be evicted from my/our home.

I/we understand that it is a term of this tenancy that my/our personal information held by the Council in connection with or related to the grant and the management of my/our tenancy will be disclosed, where necessary, to third parties for the purposes of investigating any breaches of this agreement or for the purposes of sustaining my tenancy or for the purposes of preventing crime and disorder or for the purposes of or in connection with legal proceedings or for the purposes of an audit carried out by either external or internal agencies or bodies where access to my personal information is necessary.

I/we understand that where our home has the benefit or will have the benefit of solar PV panels that my/our personal information will be disclosed to the provider (if that be a third party)

I/we have read, understand, and accept, the terms and conditions of this tenancy agreement.

[If there is a concern that the proposed tenant or tenants do not have full literacy skills or he or she has a disability inhibiting their ability to read this agreement, then please read through the agreement in full and complete this clause.

I certify that I, \_\_\_\_\_, have read over the contents of this tenancy agreement to the person or persons signing this agreement and explained the nature and effect of entering into a tenancy agreement and the person or persons appeared to understand the document and the consequences of making a false declaration and made their/his/her mark in my presence.]

Signed \_\_\_\_\_ tenant

Signed \_\_\_\_\_ joint tenant

Date \_\_\_\_\_

Witnessed and signed \_\_\_\_\_ Date \_\_\_\_\_

(signed on behalf of Exeter City Council)