



**South
Cambridgeshire**
District Council

TENANCY AGREEMENT

For Introductory,
Secure and Flexible
Tenancies



IMPORTANT

This agreement contains the terms and
obligations of your tenancy

You should read it carefully

If you wish to serve a Notice to Quit on South Cambridgeshire District Council relating to your tenancy, please deliver it or send it to:

**South Cambridgeshire District Council
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA**

Contents

This document contains the terms and conditions that apply to introductory, secure and flexible tenancies. You should take time to read the whole document because it tells you about all your rights and responsibilities as a tenant. You should refer to your Tenants' Handbook when reading this document. To help you find your way around here is a brief outline of each section:

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Section 1: Definitions

1.1 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.

Alterations	Any changes or additions to your home that are different to when you signed this agreement, including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.
Anti Social Behaviour	Any aggressive, intimidating or obstructive behaviour that has a negative effect on another person's quality of life in or around their home and causes or is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.
Asking Permission	If, in this agreement, it says that you must ask for permission to do something, you must put your request in a letter. The letter must be signed by the tenant and handed in or posted to the Council.
Assigning	This is the legal process of passing all your tenancy rights and responsibilities over to another person.
Civil Partner(s)	Two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004. A person who was living with the tenant as if they were civil partners shall be treated as the tenant's civil partner.
Domestic Violence	Any violence between current and former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.
Exchanging	Swapping your tenancy with another Council or social landlord.
Flexible Tenancy	A fixed term tenancy of up to 10 years.

Fraud	This is when someone gives false information or takes certain action in order to get something which they would not otherwise be entitled to get, for example money, benefits or a tenancy.
Household	All the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.
Introductory Tenancy	A 12-month trial period at the start of your tenancy, which can be extended up to a total of 18 months. Provided there are no breaches of tenancy it will convert to a secure or flexible tenancy.
Joint Tenancy	A joint tenancy is when two or more adults (aged 18 or over) are named on the tenancy agreement. Joint tenants have equal rights and responsibilities under the tenancy agreement for the whole of the tenancy. They are both responsible, together and individually, for keeping to these tenancy conditions and paying the rent.
Lodger	Someone who rents a room in your home and shares your facilities under a formal arrangement.
Neighbour	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
Notice of Possession Proceedings (NOPP)	Introductory tenants who have breached their conditions of tenancy will receive a Notice of Possession Proceedings (NOPP). It means the Council intends to obtain an order for possession from the court to take action to make you leave the property. You will have the right to request a review of the Council's decision.
Notice	This is a formal written document, given either by you or the Council, to end the tenancy agreement. Notices given by the Council would include Proceedings for Possession, Notice to Quit or Notice of Seeking Possession.
Notice of Seeking Possession (NOSP)	This notice means you have breached a condition of your tenancy (secure or flexible) and is the first step in the Council taking legal action to make you comply with your tenancy agreement or face a referral to court for possession.

Notice to Quit	A Notice to Quit is a written document informing that the tenancy is going to come to an end. Either the Council or the tenant can issue this. The minimum notice period is normally 28 days.
Possession Order	This is a formal instruction from a court that gives us permission to take action to make you leave the property.
Review	A written or verbal request from you to consider specific facts or matters when either: <ul style="list-style-type: none"> • You are appealing against an extension or action to end your introductory tenancy • You disagree with being offered a flexible tenancy, or • You are not going to be offered a new tenancy when your flexible tenancy ends
Secure Tenancy	This is a lifetime tenancy so long as you comply with your tenancy agreement.
Service charges	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, communal lighting or where there are common areas that need cleaning and maintaining.
Shared areas	When we use the words 'shared areas' 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.
Social Landlord	This is any landlord that provides rented homes and is registered with the Homes and Communities Agency. This can include councils, housing associations and tenant-run organisations.
Spouse	A person who was living with the tenant as the tenant's wife or husband shall be treated as the tenant's spouse
Subletting	Entering into a written or spoken agreement with someone to pay you rent for allowing them to live in the property while you live somewhere else or allowing them to live in part of the property while you live in the other part. The person you sublet to is called a subtenant.

Succession	This is when a tenant dies and the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances.
The property	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.
Transferring	This is when you move to another property owned by the Council or you move with our agreement to a property owned by another social landlord. You will have a new tenancy for your new home.
We, us	South Cambridgeshire District Council and anyone acting on our behalf.
You or tenant	If you are joint tenants the word 'you' or 'tenant' refers to both tenants but also to either tenant. This is because each of you, as individuals, has complete responsibility for keeping to the terms of the Tenancy Agreement.

Section 2: About your Tenancy Agreement

- 2.1 By signing this agreement you are agreeing to become our tenant and as such the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.
- 2.2 This tenancy agreement applies to introductory tenants, secure tenants and flexible tenants and it will be made clear certain conditions only apply to the specific type of tenancy. Please ensure you are aware of the kind of tenancy that you will convert to on the satisfactorily completion of your introductory tenancy.
- 2.3 Conversion to a flexible tenancy on the satisfactorily completion of an introductory tenancy will be made in accordance with our current Tenancy Policy.

Keeping to the agreement

- 2.4 This agreement gives you the right to stay in the property as long as:
 - You do not break any of the conditions of the agreement
 - You live in the property as your main home and do not have an interest in any other property
 - You have not been ordered to leave the property by a court
- 2.5 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. Before we take action you may be given the opportunity to discuss the matter with your Housing Services Officer or any other Council officer. You may also be given the opportunity to correct the situation.
- 2.6 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent. (See paragraph 3.8).

Ending the tenancy

- 2.7 If you want to end your tenancy, you must write to us giving notice (see definition of **Notice** in Section 1). You must do this at least four weeks before you want to leave your property. This four weeks' notice must end on a Sunday and you must send your notice to:

South Cambridgeshire District Council
South Cambridgeshire Hall
Cambourne Business Park, Cambourne
Cambridge CB23 6EA

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- 2.8 Keys must be returned to the above address no later than midday on the Monday immediately after your tenancy ends. If you do not do this, we can charge you further week's rent and possibly other costs such as changing the locks. (See paragraphs 9.12 – 9.16)
- 2.9 If you are a joint tenant, then only one of the tenants is required to give written notice, which will have the effect of terminating the tenancy after the four weeks notice period regardless of the wishes of the other joint tenant.
- 2.10 We can apply to a court to make you and anyone living with you leave 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.

- 2.11 We can also apply to a court to make you, and anyone living with you, leave the property if we need to move you out of your property for a special reason relating to the building itself. You should also read Section 9 (Moving home and leaving your tenancy)
- 2.12 If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.
- 2.13 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** (see definitions at Section 1), 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.

- 2.14 The type of notice we serve you with will depend on whether you are an introductory or secure/flexible tenant. If you are an introductory tenant you should also read sections 2.15 to 2.18.

For Introductory Tenancies only

- 2.15 If you have an introductory tenancy, you will normally become a secure or flexible tenant after a trial period. The trial period is usually for one year.

As an introductory tenant you do not normally have the right to:

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

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- 2.16 If we decide to end your tenancy, we must 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.
 - 2.17 If we serve you with a Notice of Proceeding for Possession, you have the right to ask for a review. You must contact the appropriate officers at South Cambridgeshire Hall, Cambourne Business Park within 14 days of the date that the Notice was served.
 - 2.18 If we apply to court, the court will normally give us a Possession Order.

For Flexible Tenancies only (in line with the Tenancy Policy)

- 2.19 We will review your tenancy at least 12 months before it is due to end.
- 2.20 If we decide not to grant you another tenancy at the end of your current tenancy we must give you at least 6 month's notice in writing and advise you of the reasons. We may ask you to move to another property that is more suitable to your needs at that time.
- 2.21 You have the right to request a review of the decision not to grant you another tenancy within 21 days of the written notice being served.

Moving out permanently or for a short while

- 2.22 You must tell us if you need to live somewhere else or you are going to be away for a while. In normal circumstances we will take no further action. If you go away from the property for more than six weeks without telling us we will assume that you have abandoned the property and we may take action to end your tenancy. If you do go away you must take the appropriate measures to ensure that the property is safe for example from frost damage.
- 2.23 We have the right to apply to court to move you out of your property for certain special reasons.

Examples of such reasons are:

- The property has special adaptations for a disabled or elderly person who no longer lives there,
- The property needs to have major repair or renovation work done that would make it impossible or dangerous for you to stay in it while this was being done,
- The property has become unsafe for some reason and we need to move you for your own safety, or
- The property requires demolition.

If we need you to move out of your property for such reasons, we will offer you another suitable property to move to. However, if you refuse to move this will be a breach of your tenancy and we can apply to a court to allow us to make you, and anyone living with you, leave the property.

Section 3: Paying your Rent (including service charges)

- 3.1 At the beginning of your tenancy the total amount of rent we must receive from you is shown in the contract accompanying this Tenancy Agreement.
- 3.2 The total amount 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.
- 3.3 From time to time we will change your rent and/or service charges. 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.
- 3.4 You must pay your rent on time. Your rent is due to be paid every Monday. You should pay your rent weekly, although you can pay fortnightly or monthly provided you do so in advance.
- 3.5 You can pay in various different ways. More details are in the Tenants' Handbook.
- 3.6 If you do not make all your payments on time, we can apply to a court to make you, and anyone living with you, leave the property.
- 3.7 You must not hold back any rent because you have a dispute with the Council.
- 3.8 If you are joint tenants, you are each responsible for all the rent. We can get back any rent owed for your property from any one person named as a tenant on this Agreement, even if that person is no longer living in the property.

Section 4: Repairs and Maintenance

What we will do

- 4.1 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. (See definition of **shared areas** in Section 1).
- 4.2 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.
- 4.3 You have the 'right to repair' for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. More information is in the Tenants' Handbook.
- 4.4 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. You should also read paragraph 2.23.

What you must do

- 4.5 You must report any faults, repairs or damage to the property (including criminal damage) as soon as possible. If it is criminal damage you should report this to the police and get a crime reference number. We will recharge you for any repairs carried out due to you not taking appropriate measures to prevent damage.
- 4.6 You must allow us into the property if we need to inspect it or to carry out repairs, improvements, gas servicing, or safety inspections. We will give you reasonable warning unless it is an emergency. If you do not let us in we will take legal action to make you let us in or to allow us to make a forced entry into the property.
- 4.7 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. (See definition of **household** in Section 1).

- 4.8 You are responsible for keeping the inside of the property in a good condition including the internal decoration and minor repairs and replacements (examples are listed in the Tenants' Handbook)

Alterations

- 4.9 If you are an introductory tenant you would not normally be permitted to make any alterations to the property.
- 4.10 If you are a secure or flexible tenant you must obtain our written permission before any alterations can be carried out (see more details in the Tenants' Handbook).
- 4.11 If you are a secure or flexible tenant:
- You may carry out improvements or changes to the property as long as you get our permission in writing before you start any work,
 - We will not refuse permission unless there is a good reason,
 - You are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them, and
 - You can sometimes get compensation when you leave the property for changes you have made. This only applies to certain types of improvement and does not apply to flexible tenancies.
- 4.12 Any additions, alterations, replacements or improvements involving a gas fired appliance, or gas supply pipes or fittings, must be carried out by a Gas Safe registered engineer.
- 4.13 Any additions, alterations, replacements or improvements to the electrical systems, must be carried out by a registered competent person.
- 4.14 If you make any improvement or alteration to the property without our written permission, we may tell you to return the property to how it was before. If you don't do as we ask, we will do the work and make you pay for it. We may also take any necessary legal action.

Insurance

- 4.15 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, criminal or accidental damage. We are only responsible for insuring the structure and exterior of your home.

Section 5: Your Neighbours and Community

What you can expect

- 5.1 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. (See definition of **neighbour** in Section 1).
- 5.2 We will help you try to solve problems with any differences you have with neighbours. We may take legal action when we can and if we consider it appropriate.

Behaviour of members of your household, your visitors and pets

- 5.3 As a tenant, you are responsible for the behaviour of everyone 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.
- 5.4 You, and anyone you are responsible for, must not cause 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 can include loud music, arguing, slamming doors, dogs barking and fouling, drunkenness, shouting or swearing, selling or taking illegal drugs, committing crime, dumping rubbish, playing ball games close to someone else's property, vehicle racing, running engines unnecessarily loudly, 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.
- 5.5 We will not tolerate any sort of harassment or victimisation of anyone in the area where our tenants live or towards our staff. 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 racist, sexist or homophobic behaviour or language, using or threatening to use violence including domestic violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's property or possessions, writing threatening, abusive or

insulting letters or graffiti, doing anything that interferes with the peace or comfort of other people. (See definition of **domestic violence** in Section 1).

- 5.6 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 putting graffiti on any of our buildings or property, or interfering with or damaging security or safety equipment in blocks of flats or maisonettes.
- 5.7 You must get rid of rubbish or unwanted items from the property (including the garden) by using the collection service provided by the Council or by taking them to one of the waste recycling centres. You must not leave any rubbish or unwanted items in public areas. You must only leave refuse outside the property on the actual day the collection service comes to your area or on the evening before.
- 5.8 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them in a hygienic way.
- 5.9 We will not tolerate any aggressive or abusive behaviour towards our staff or contractors.
- 5.10 You must make sure that your home is smoke-free when employees of South Cambridgeshire District Council, or our agents or contractors, attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home.

Section 6: Living in your home

What you can expect

- 6.1 You can expect to live in the property without being disturbed by us, 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 and safety checks. See paragraph 4.1 for details of the work we must do.
- 6.2 In an emergency we can force entry into the property if we believe someone is in danger or there is a risk that the property or other properties could be badly damaged.

Who can live in the property with you

- 6.3 You must let us know who is living with you, their ages and their relationship to you.
- 6.4 You can take in lodgers as long as your property is not considered to be overcrowded. You must make sure that any lodgers do not prevent a particular housing scheme from being suitable for older people. As an introductory tenant, you don't have the right to exchange with another tenant or to sublet your home, and you need to ask our permission to make home improvements or to take in lodgers.
- 6.5 If you are a secure or flexible tenant you can ask to sublet part of your property while you live in only part of it. You must write to your Housing Services Officer asking for our permission and you must not sublet until you have received our permission in writing. We will not give permission for you to sublet the whole of the property and live somewhere else. (See definition of **subletting** and **asking permission** in Section 1).
- 6.6 If you are an introductory tenant you are not allowed to sublet any part of your property. (See paragraphs 2.15).
- 6.7 You will be responsible for the behaviour of any lodger or subtenant who lives in the property.

Pets

- 6.8 We will allow you to keep one suitable domestic pet without permission in a house or bungalow, see paragraph 6.11 for flats. However, should you want more than one you must obtain written permission. (See definition of **asking permission** in Section 1). We will only give permission for you to keep additional pets if suitable to be kept in the property. We will always allow a guide dog or hearing dog for a member of your household.
- 6.9 Cockerel(s) will not be permitted to be kept in domestic gardens.
- 6.10 You must be a responsible owner and your pet or pets must not annoy, disturb, or attack other people, or cause damage to the property and you must provide adequate fencing to prevent your animal from straying beyond your boundary.
- 6.11 We will always require permission to keep any animal, reptile or bird in a flat or upper maisonette.
- 6.12 We can ask you to rehome your pet or pets if they are causing a nuisance or you are not a responsible owner (see paragraph 5.4 above).
- 6.13 You (and anyone living with you) must not keep (or allow your visitors to bring into the area) any breed of dog named as dangerous in section 1 of the Dangerous Dog Act 1991.

Activities in your home

- 6.14 If you want to run a small business from the property you must first get our written permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance to your neighbours. (See definition of **asking permission** in Section 1).
- 6.15 We can withdraw our permission if we believe your business causes a nuisance.
- 6.16 You must not use the property or shared areas for any illegal activity, for example possessing or selling illegal goods (such as drugs or firearms), restricted goods (such as alcohol), or immoral activities (such as prostitution). This also applies to anyone else who lives in the property or any visitors.
- 6.17 If you or any members of your household are convicted of such activities during your tenancy we will normally apply to a court to make you, and anyone living with you, leave the property.

Use of your garden

- 6.18 You must keep your garden tidy by cutting the lawn and trimming the hedges and bushes and by keeping it free of rubbish.
- 6.19 You are responsible for the maintenance of the trees in your garden. If we have to undertake work to any of your trees then we may charge you the cost of the work.
- 6.20 You must not park a motor vehicle or trailer, caravan or boat anywhere in your garden without our permission. If we give permission you will need to apply to our recommended contractors to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See definition of **asking permission** in Section 1).
- 6.21 You must get our written permission before you erect things like sheds, garages, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond. (See definition of **asking permission** in Section 1).
- 6.22 You can have a bonfire or barbecue 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.

Parking and cars

- 6.23 You, members of your household and visitors must:
 - Park considerately and follow any parking restrictions, signs and markings in the area around the property,
 - Not park or drive on the grass verges near the property or anywhere that could block access by the emergency services,
 - Not do car repairs on the land around the property, on car parking areas or on the road

- Not park illegal, unroadworthy or untaxed vehicles on the property, on the land around or next to the property, on car parking areas or on the road, verges or pavements.
- Get our permission in writing before you build a hardstanding for parking, and you must keep to all other regulations. You must make sure that the kerb is lowered. You will have to pay all the costs of carrying out the work.
- Not keep, store or park a caravan, boat, trailer or large commercial vehicle in your garden or in any shared parking area without getting our permission in writing beforehand.

Section 7: Health, Safety and Hygiene

- 7.1 Anyone that we send to your home will carry official identification. You should always ask to see identification before letting anyone you do not know into your home. If you are in any doubt please check with your Housing Services Officer that the caller is genuine.
- 7.2 You must keep the property in good condition and use the fittings responsibly.
- 7.3 You must keep the shared areas of blocks of flats secure by using the security systems properly and not letting strangers in without identification.
- 7.4 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. Also see paragraph 5.7.
- 7.5 You must not keep mopeds or motorbikes inside the property or indoor-shared areas.
- 7.6 You must not keep or leave anything in shared areas where they could block landings, stairs or entrances. This includes bikes, pushchairs, plants and pet cages.
- 7.7 You must not keep any dangerous liquids or materials in the property (including in the garden) that could harm other people, or catch fire or explode. In particular you must not use bottled gas, paraffin, petrol or anything else that may be dangerous or a fire risk, in the building or in a shared area. This would exclude oxygen containers that are used for medical purposes.
- 7.8 You must take reasonable action to prevent pipes from freezing and bursting and to prevent damage to the property by fire or explosion.
- 7.9 You must allow our employees or contractors working for us into the property to inspect it or to carry out safety inspections or gas servicing. We will give you at least 24 hours' warning unless it is an emergency. See paragraph 4.6 above.

Section 8: Communication and Consultation

How we will treat you

- 8.1 Our staff and anyone contracted to work for us will be polite and considerate to all our customers.
- 8.2 You have rights under the Data Protection Act. The Council will respect these rights in all circumstances where they do not have a duty to pass information to other public organisations.
- 8.3 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. (See definition of **fraud** in Section 1).
- 8.4 You have the right to see 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 and has been provided by a third party, or concerns someone else.

Consulting you about things that affect you

- 8.5 We will work in partnership with our tenants when planning changes to our housing services.
- 8.6 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.
- 8.7 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.

- 8.8 The way we consult you will depend on the kind of work we plan to do. If it affects the property you live in we will write to or talk to you personally. If it involves an area or group of tenants, we may use a more general way of discussing with tenants and

leaseholders, for example holding meetings or discussing with representatives of your local tenant and residents' associations.

- 8.9 We must ask your views about any major changes we plan to make to this Tenancy Agreement. We will write to you personally asking for your views and giving you a set time in which to respond. Once we have finished consulting everyone involved, we will write to you to tell you if the changes are to go ahead.
- 8.10 We can introduce new minor rules and regulations in response to new concerns of tenants, the landlord or the police without asking your views. These might be in relation to such matters as anti-social behaviour or repairs.
- 8.11 We do not have to consult you about changes to your rent or service charges. However, we will write and tell you at least four weeks before you need to start paying any new amount of rent or service charge.
- 8.12 We will keep you informed about how well we are doing on certain aspects of our work. We will normally send you an Annual Report every year that describes our work and performance. It will tell you how we pay for the service and how we spend your money.

If you need to complain to us

- 8.13 You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can.
- 8.14 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.

Section 9: Moving home and ending your tenancy

Your right to move somewhere else

- 9.1 You can apply to move to another property belonging to South Cambridgeshire District Council. This is called a transfer. (See definition of **transferring** in Section 1). You must complete an on-line form to be accepted onto the Homelink Choice Based Lettings scheme.
- 9.2 We will not normally allow you to transfer to another property owned by South Cambridgeshire District Council or any other social landlord, if:
 - You owe us any rent or other debts,

- Your property, including the garden, is in poor condition, or
- You have made improvements or alterations to the property without our written permission. (See paragraphs 4.9 to 4.14 about alterations). (See definition of **social landlord** in Section 1).

9.3 You can ask to see a summary of how we decide who gets offered a South Cambridgeshire District Council home. You can get a copy of our Allocations Policy from:

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

9.4 If you are a secure or flexible tenant, you can apply to exchange properties with another South Cambridgeshire District Council tenant or a tenant of a housing association or another local council. (See paragraphs 10.9 to 10.12 about exchanging).

If you want to end your tenancy

- 9.5 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. If the other joint tenant wants to stay they must apply to their housing services officer to be re-assessed for the property.
- 9.6 If you want to end your tenancy, you must write to South Cambridgeshire District Council. You must give us notice at least four weeks before you want to leave the property.
- 9.7 The four weeks' notice must always end on a Sunday.
- 9.8 You cannot normally end your tenancy by passing it on to someone else. This is explained in paragraphs 10.7 and 10.8.

Preparing to leave your home

- 9.9 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.
- 9.10 You must remove all your possessions from the property (including the garden) unless you have an agreement with us to leave certain items.
- 9.11 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will assess the property before you leave. 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. You are not expected to repair normal wear and tear on the property while you have lived in it.

At the end of the tenancy

- 9.12 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. Anyone left in occupation will be deemed to be a trespasser.
- 9.13 You must pay all the rent you owe up to the day your tenancy ends.
- 9.14 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:
 - Damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet,
 - Repairs that are your responsibility to repair. These are set out in your Tenants' Handbook,
 - Items that are missing,
 - Correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard,
 - Removing or disposing of anything you leave, and
 - Cleaning the property or clearing your garden if not left in a reasonable condition.
- 9.15 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.
- 9.16 If you do not return all the keys of the property to your local housing office 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.

Section 10: Handing over your tenancy to someone else

Succession

- 10.1 If you die, you may be able to pass on your tenancy to your husband/wife/civil partner or partner. This is known as succession. There can only be one succession to a tenancy.
- 10.2 Provided you have not succeeded to your tenancy, your tenancy can only be passed on to:
 - Your **spouse** or **civil partner** (see definitions in Section 1), as long as they were living at your home at the time of your death and this was their only or main home.

- 10.3 The person qualified to succeed would succeed to the type of tenancy held by you at the time of your death and any remaining term if it was an introductory or flexible tenancy.
- 10.4 Where the property has been designed or adapted for someone with special needs and the successor tenant does not require these facilities or the property is considered too large, we may require the successor tenant to move to a more suitable Council tenancy.
- 10.5 We may in exceptional circumstances exercise our discretion to permit other, vulnerable household members to succeed to the tenancy. This will be considered on an individual basis by way of granting a new tenancy.
- 10.6 If the person who is to take over the tenancy is under the age of 18, they will be given an equitable non-secure tenancy until their 18th birthday. At that point they would be eligible for an introductory tenancy.

Assignment

- 10.7 In some special situations you can pass on your tenancy to someone else before you die. This will be done by assigning the tenancy. (See definition of **assigning** in Section 1). You should ask our permission to hand over your tenancy. If you hand it over to someone else without permission we can apply to a court to make you, and anyone living with you, leave the property.
- 10.8 You cannot hand over your tenancy to another member of your household because of a divorce or relationship breakdown. If the matter goes to court, the court will make the decision based on the following:
 - Matrimonial Causes Act 1973, Section 24;
 - Matrimonial and Family Proceedings Act 1984, Section 17(1);
 - Paragraph 1 of Schedule 1 to the Children Act 1989;
 - Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004;

Mutual exchanges

- 10.9 If you are a secure or flexible tenant, you can exchange homes with another South Cambridgeshire District Council tenant or a tenant of a housing association or another local council but you must get our permission in writing first. This is called an exchange. (See definition of **exchanging** and **asking permission** in Section 1). Provisions in the Localism Act 2011 ensure that exchanging tenants retain similar security of tenure to that of their original tenancy.
- 10.10 We cannot refuse permission to exchange unless there is a good reason. Examples of such reasons are:

- We are in the process of taking legal action because you are in rent arrears, or because we need to move you or the tenants of the other property involved to another property,
- 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 become overcrowded,
- One of the properties would be too large for the household moving in, or
- One of the properties is part of a sheltered housing scheme and the household moving in would be too young for sheltered housing.

10.11 We can withdraw the permission for the exchange, if:

- You owe any rent,
- The property or garden is not in a good condition, or
- You have made improvements or alterations without our written permission.

10.12 It is illegal to pay someone to exchange properties with you. If you do this we can apply to a court to allow us to make you, and anyone living with you, leave the property.

Section 11: Changing landlord or management of housing services

- 11.1 Tenants can have a right to manage subject to criteria set out under The Housing (Right to Manage) (England) Regulations 2008. This means that they can look into setting up a Tenant Management Organisation to run the housing service on the Council's behalf. The rules in the regulations need to be followed correctly and there would need to be a vote of tenants affected. After any transfer to a Management Organisation, the Council would remain the landlord and this Tenancy Agreement would continue to apply.
- 11.2 You, together with other tenants in your area, have the right to manage your properties or certain services through a tenant-run organisation. This is called the right to manage. You can get information about the right to manage from the Council.

Section 12: Buying your home

- 12.1 Secure or flexible tenants may have the right to apply to buy their homes under current government regulations covering the Tenants' Right to Buy. Leaflets are available at the Council offices at South Cambridgeshire Hall, Cambourne.
- 12.2 Introductory tenants are not allowed to apply to buy their homes. However, if they become a secure or flexible 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 South Cambridgeshire District Council

For more information about this document please contact us:

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

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- fax: 01954 713149
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- website www.scambs.gov.uk