



# Introductory and Secure **Tenancy Agreement**

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# The Terms and Conditions of your Tenancy Agreement

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# About your Tenancy Agreement and Rights

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## 1 Introduction

In this agreement, you are the tenant, and the terms "tenant" and "you" apply to all sole and joint tenants. In this agreement we, Arun District Council, are the landlord. The terms: "we", "us", "landlord", "the Council" and "Housing Services" refer to Arun District Council.

The terms "property" and "home" includes the accommodation occupied, all fixtures and fittings, plus any garden, patio, balcony, yard, shed, parking space, garage, fence or wall, let with it under the tenancy and any communal areas or facilities available for the tenant to use.

This agreement is a legal contract. It describes the rights, terms and conditions of your tenancy and sets out the Council's responsibilities as your landlord, and your responsibilities as a tenant. Please take time to read it through before you sign it. If there is anything you do not understand please contact Housing Services and get legal advice.

## 2 The Tenant's Handbook

We produce a Tenant's Handbook. This explains your tenancy and your rights and your responsibilities as a tenant in more detail. It is very important that you have a copy and read this. You will be given a copy with this agreement.

## 3 The two main types of Council Tenancy: Introductory and Secure

### (i) Introductory

All new tenancies begin as Introductory Tenancies unless we notify you otherwise, perhaps because you are already a (secure) Council or (assured) Housing Association tenant, and are transferring or exchanging to another property.

Your Introductory Tenancy is a trial period, usually for 12 months. As an Introductory Tenant you have fewer legal rights than a Secure Tenant. This means that it is easier for us to evict you if you do not keep to all of the terms you are agreeing to in this tenancy. Some of the rights in this agreement do not apply to the Introductory Tenancy. In some cases the Council's local policy allows Introductory Tenants additional rights providing they get the Council's written permission first. Rights which differ are labelled with a box like this:



**Secure Tenants only.  
Introductory Tenants do not  
have this right.**

### Extending the Introductory Tenancy Period

We could decide to extend the Introductory Tenancy Period for six months if you do not keep to the terms and conditions of this agreement. If we decide to extend your Introductory Tenancy we will advise you before it happens, and you have the right to a review of this decision. If we do not take action to extend or end your Introductory Tenancy, it will become a Secure Tenancy after 12 months.

### (ii) Secure

You will get more rights if you become a Secure Tenant.

As a Secure Tenant you have the right, subject to meeting necessary criteria or getting the permission, to:

- live in your home for the rest of your life as long as you continue to comply with the agreement
- buy your home at a discount, after a qualifying period
- pass on your home to someone who is qualified to take over your tenancy in the event of your death, or by Court Order
- take in lodgers and sub-let part of your home (although you should note that this may affect any housing benefits that you are receiving)
- have your home repaired (some repairs are the responsibility of the tenant while others are the responsibility of the Council - contact the Council for further information)
- carry out improvements to your home, with our written permission

- be compensated for certain improvements you have made if you move home, providing you were given written approval before the work was carried out
- help to manage your estate
- exchange your property for another one, with our written permission
- be consulted on housing management matters
- be given information about how your Council runs the homes it owns

#### Demoting your Secure Tenancy

When you are a Secure Tenant, the Council has the right to apply to the County Court to change your tenancy status from Secure to Demoted, which is similar to an Introductory Tenancy, if you do not comply with this agreement and its terms and conditions.

### 4 Keeping to the agreement

**You must show us that you are responsible enough to keep the property.**

**To do this you must:**

- **Not behave anti-socially, cause a nuisance or harass other people**
- **Pay your rent on time**
- **Look after the property**
- **Keep to the terms and conditions you are agreeing to in this contract**

**Whether you are an Introductory Tenant or a Secure Tenant, it is important that you understand that if you break any of the terms of this contract, the Council may start legal proceedings which could result in you losing your home.**

**You are responsible for the behaviour of everyone who lives in and visits your home. You must ensure that everyone living in and visiting your home also complies with the terms and conditions of this agreement.**

**You have important rights as to how you use your home, although some need the Council's written permission.**

### 5 Giving someone else your tenancy (Assignment)

The tenant must not assign the tenancy (pass it on to somebody else) except:

- by Court Order
- under the right to exchange set out in Section 92 of the Housing Act 1985, but only with the prior written permission of the Council
- to a person who is legally entitled to succeed to the tenancy, but only with the prior written permission of the Council

### 6 Succession

When a tenant dies, their spouse or legal civil partner may be able to succeed and take over the tenancy. This means the tenancy will go to the person who occupied the property as their main home at the time of the tenant's death.

If the tenant was not married, or their spouse or civil partner was not living at the property, then another member of the tenant's family may be eligible to succeed and take over the tenancy. However that family member must have lived with the tenant for 12 months leading up to their death, the property must be their main home. This is known as their principal home.

A member of a family is defined as: a husband, civil partner, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece, half blood relationships also qualify as do step-children and illegitimate children. Cousins do not qualify as family members.

Only one succession to a secure tenancy is allowed, so succession can only take place if the deceased tenant has not already succeeded to the tenancy. For example they had taken the tenancy over from their husband or wife, civil partner or family member.

**Secure Tenants only.  
Introductory Tenants do not  
have these rights.**

## 7 Joint tenants

Joint tenants are jointly and severally liable for keeping to the terms and conditions of this agreement. If one tenant leaves and does not give Notice, they are still responsible. For example this means that if there are rent arrears or other costs the Council could ask either tenant to pay everything owed. If the Council gives Notice on one tenant, it is effective on both.

If one tenant gives their Notice and leaves, the tenancy may come to an end for both parties. This may result in the other tenant losing their home. If you are in this situation, get advice.

## 8 Living in the property

You must live in the property and use it as your only or main home. If you no longer live in the property you may lose your home. If you plan to leave your home for more than one month you should inform Housing Services and seek advice on the implications.

If it appears to us that the property has been abandoned and we are satisfied that you have no intention to return, we will seek possession of the property. If this is the case, you agree that the Council or its Agents can enter the property if it is reasonable to do so, for example to inspect it, secure it, or carry out repairs.

You may be required to move to another suitable property if your home was specially adapted for a disabled or elderly person who no longer lives there and it is now needed for another elderly or disabled person.

## 9 Lodgers and sub-letting

You may take in lodgers without the consent of the Council, but you must tell the Council. If you do take in lodgers, you are responsible for their behaviour and conduct, and for making them leave if you want to end the arrangement. If your lodger does not comply with the responsibilities in this agreement this could lead to you losing your home. Taking in a lodger may affect any means-tested benefits you may receive, and you should get advice about this.

**Introductory Tenants may take in Lodgers with the Council's prior written permission.**

You must not sub-let or part with possession of the whole of your property. This affects your security of tenure. If you wish to sub-let part of your property, you must get permission in writing from the Council before you do. The Council will make a reasonable decision about whether you can sub-let, and will write to you to explain this decision. You are responsible for the behaviour of anyone who lives in or visits your home.

## 10 Mutual exchange

You have the right to exchange homes with another tenant as long as both landlords give their permission. This has to be done following a legal procedure and using a Deed of Assignment. If this is not followed you might put your tenancy in jeopardy.

**Secure Tenants only. Introductory Tenants do not have this right but can ask for written permission.**

## 11 Right to buy

Secure tenants have the right to buy their homes subject to certain criteria. You may be able to get a discount depending on how long you have been a tenant. The right to buy does not apply to sheltered or specially adapted properties.

**Secure Tenants only. Introductory Tenants do not have this right.**

## 12 Tenant participation and consultation

We believe that it is important that you are informed about housing management decisions that affect you. There are a number of ways in which the Council will inform you and consult with you such as newsletters, through the Arun Tenant and Leaseholder Organisation and through Housing Surgeries.

You also have the right to consultation. The Council will ask your views about housing proposals that affect you. For example, the Council will consult you if you are substantially affected by

improvement work that is planned for your home as outlined in 'Major Repairs & Improvements'. Your views will be taken into account. The Council will consult tenants who are likely to be seriously affected by any major repairs and improvement schemes that are planned. Please see our published policies on Tenant Participation.

We will give you written Notice of any proposed changes to the terms of your tenancy and give you the chance to tell us what you think. Your views will be taken into account in reaching any decisions about changes.

### **13 Arun Tenants' and Leaseholders' Organisation**

The Arun Tenants' and Leaseholders' Organisation meets regularly with officers from the Council, giving tenants the opportunity to express their views about issues that affect them. If you would like to become a member, or want more information, please contact Housing Services.

### **14 Changing the Agreement**

The terms of the tenancy may be altered at any time by agreement in writing or by the Council serving a Notice of Variation on you. Before any Notice of Variation is served, the Council will write to you with a Preliminary Notice and will provide details of the proposed changes for your consultation. The Council can only change terms that are allowed by law.

### **15 Information**

You have the right to information that could affect your tenancy or directly relates to you as an individual. Your right to information is made stronger by laws such as the Data Protection Act 1998 and the Freedom of Information Act 2000. If you would like to know more about this, please contact the Council's Data Protection Controller.

We will publish annual information that describes the Council's work and performance. We will send you literature every year, as required by s104 Housing Act 1985, which includes the law about repairs, your right to buy and the terms and conditions of your agreement.

### **16 Complaints**

You can complain about any part of the service you receive from the Council. Making a complaint will not affect the service you receive. The Council will deal with your complaints efficiently and effectively. Our complaints policies and procedures can be obtained online or from Housing Services. You have the right to take your complaint to the Housing Ombudsman.

### **17 Service of Notices**

If you need to serve formal Notice on us, you must do so in writing. Arun District Council notifies you that our address for serving Notices is: Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF.

If we need to serve formal Notice on you, we must do so in writing. By law we have to serve our Notice on the tenant or occupier of the property. We can serve the Notice by handing it to you in person, or by posting it, or by leaving it at the property, or by fixing it to the property. We can serve it to the property address on this agreement, or your last known address.

## **Being a good neighbour**

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Arun District Council is committed to working together with central government, local agencies, local communities and citizens to build a society in which we respect one another - where anti-social behaviour is rare and tackled effectively and communities can live together in peace.

Disagreements between neighbours are not considered to be anti-social behaviour. Once you have tried talking to your neighbour, we encourage you to get advice from the Citizens Advice Bureau, and where possible try to resolve it yourself with professional guidance. If you have a complaint about a neighbour which you are unable to resolve you may contact Housing Services to advise and investigate.

### **18 Our responsibility**

The Council will take legal action, wherever appropriate, against anyone who causes, or threatens to cause, nuisance, harassment, violence or anti-social behaviour, or commits a crime or indictable offence. Legal action that we can take includes Possession Orders, Closing Orders and Injunction Orders.

### **19 Your responsibility**

You are responsible for your behaviour and that of every person (including children) and animal living in or visiting the property. This responsibility includes behaviour on surrounding land, in communal areas and throughout the estate in which your home is situated.

### **20 Anti-social behaviour**

You must not, or let anyone who lives in or visits your home, commit anti-social behaviour. Examples include: vandalism, graffiti, alcohol and drug misuse, noise, intimidation and harassment, causing alarm or distress, nuisance, littering and rubbish dumping, abandoned cars and vehicle nuisance.

It is important that you are fully aware that you are not only responsible for your behaviour, but for those living with you and visiting your property. It does not matter if the behaviour happens in your home, outside it, or anywhere in the locality, if you fail to co-operate with the Council and other agencies involved such as the police, then legal action may be taken against you and in some cases against the people who live with or visit you.

### **21 Criminal activity**

You, or anyone living with you or visiting your home, must not use or threaten to use the property, or any common parts, or open spaces, for any criminal purposes. You could lose your home, or the Council could take other legal action against you, if you or anyone living with you, commit an indictable offence in or within the locality or estate on which your home is situated.

You must not participate in, or allow any person living in or visiting your home to participate in, drug dealing, the taking of illicit drugs or the excessive consumption of alcohol in communal areas or open spaces, on the property, surrounding land and throughout the estate in which your home is situated.

### **22 Domestic violence**

You must not use or threaten to use violence, physically, mentally or sexually abuse, harass or intimidate your partner or any person living in your home or visiting your property. You must not do anything which may be likely to prevent a person who has the right to occupy the home, or children or relative of any such person, from continuing to live peacefully in the dwelling because of violence or fear of violence.

The Council will take legal action, wherever appropriate, to evict any tenant who carries out domestic violence. The evidence of domestic violence for eviction purposes does not need to rely on a criminal charge and possession action may be based on civil evidence.

### **23 Harassment**

You must not, or let anyone who lives in or visits your home, interfere with the way of life of, or cause offence to another tenant, visitor, neighbour, employee or agent of the Council, because of their race, colour, nationality, ethnic or national origin, or because of their religion, sex, age, sexuality, disability, appearance, marital or employment status. Examples of harassment include: doing anything that interferes with the peace, comfort or convenience of other people; using or threatening violence, vandalism, abusive language, verbal abuse, insulting graffiti, unreasonable noise or disturbance.

### **24 Nuisance**

You must not cause, threaten, or let anyone living in or visiting your home to cause a nuisance or annoy neighbours, other tenants, residents, members of their household, visitors, employees or

agents of the Council. Examples of nuisance include: playing loud music, arguing, drunkenness, playing ball games close to someone else's home, dog barking and fouling, revving of motor vehicle engines, repairing or renovating motor vehicles and bonfires.

### **25 Protecting our employees and agents**

You must not use or threaten violence towards, harass or intimidate any Council Staff or our Agents, or allow any person living in or visiting your home to do so. You must ensure their safe passage when visiting your property. You must not do anything which directly or indirectly affects the housing management functions of the landlord.

### **26 Violence**

You must not use or threaten violence towards or intimidate any person living in or visiting the locality. You must not allow or incite or encourage any person to act in a violent way, or a way which creates a risk of serious harm, towards anyone living in or visiting your home, or living in or visiting the locality.

## Living in your home

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### **27 Businesses**

You must not run a business from your home without the Council's prior written permission, and without any necessary planning consent. Such permission will depend on the nature of the business and its impact on your neighbours.

### **28 Communal areas**

Communal areas are spaces which you share with other people, usually if you live in a flat. You must not cause an obstruction in any of the communal areas by leaving prams, bicycles, mobility vehicles, buggies or scooters, shopping trolleys, furniture, floor coverings, rubbish or any other objects there. Communal areas include communal gardens. You must co-operate with your neighbours to keep communal areas clean and tidy, and keep emergency exits free from obstruction. You are responsible for contacting the Council promptly if you become aware of any obstruction or other hazard. The Council will act in a timely manner to deal with reported hazards. Where appropriate we may recharge the cost of doing so.

You must not smoke in any enclosed space shared with other people.

You or any person living in or visiting your home must not cause damage to or interfere with communal areas and facilities or interfere with the security and safety equipment in communal blocks. You must not leave fire doors or shared entrance doors open, and strangers should not be let in without identification.

We do not allow people to store mobility buggies or charge batteries in communal areas. This is because of the fire risk. You must get our written permission to store a mobility vehicle and charge the battery at the property, which includes communal areas and areas set aside for storage. The Council will discuss the issues with you and, wherever possible, agree a safe way of storing your buggy and charging the battery.

### **29 Council Tax and other services**

You must pay the Council Tax. You must pay for all gas, electricity, water, telephone and other services supplied to the property. You must arrange to be billed for all of the services supplied to the property, unless we have told you that they are included in a service charge. You must comply with the current regulations of statutory bodies, which provide gas, electricity and water.

### **30 Dangerous substances**

You must not do anything which increases the risk of fire, flood or damage to your home, adjoining

properties or the surrounding area. If there is a fire, flood or other such incident in your home you may be responsible for repairing any damage occurring as a result of your actions or inaction. The cost of any necessary work carried out by the Council to restore the property following such an incident will be chargeable to you.

If you store or use batteries, fuel, gas or liquids held under compression within your home, they must be only in amounts consistent with domestic use. You must use, store and dispose of any dangerous substances in accordance with the manufacturer or supplier's safety instructions.

### **31 Gardens**

If you have a garden, you must keep it tidy and well maintained, and not remove any trees without the written permission of Housing Services. You should not allow your garden to become a nuisance to other people, for example, to have an accumulation of rubbish, to attract vermin, or to have high hedges. If you do not comply with this, the Council may undertake whatever work is necessary to put your garden in a proper state and charge you for that work. The Council may enter your garden at any reasonable time for this purpose. The Council must give you at least 24 hours' notice before exercising that power. The term 'garden' includes any patio, balcony, garden, fence, shed or similar building, trees or hedges which form part of your property, for sole use or shared with others.

### **32 Insurance**

The Council will insure the structure of the building, and the fixtures and fittings we provide. You are strongly advised to have adequate insurance to cover loss or damage to the contents of your home, and insurance cover for injury or damage to other persons or their property for which you may have legal liability (e.g. third party liability cover).

### **33 Overcrowding**

You must not have more people living in your home than the maximum number allowed by law. Where the Council is of the opinion that the property is unreasonably overcrowded it may serve a Notice upon you specifying the maximum number of persons who may reasonably live in the property. You must then comply with that Notice within the stated timescale.

### **34 Parking and vehicles**

You must not park, or allow any person living in or visiting your home to park vehicles in areas other than those set aside for parking. You should use designated spaces appropriately. You must not allow your vehicle(s) to cause a nuisance to your neighbours.

You must not park, or allow anyone visiting your home to park, anywhere that could obstruct other vehicles, in particular the emergency services.

You, or any person living in or visiting your home, must not sell or do repairs to vehicles in a way that causes a nuisance to your neighbours, or detracts from the appearance of the area, or causes any risk or damage, e.g. causes oil spillage. The reasonable cost of any work the Council does to clear or clean up will be charged to you.

You, or any person living in or visiting your home, must not keep, or abandon, any vehicle that cannot legally be driven on the road, on housing estates in the ownership of the Council. The Council will take steps to remove such vehicles and then charge the costs of removal and storage to the person responsible.

You, or any person living in or visiting your home, must get written permission from the Council's Housing Services if you wish to keep a caravan, boat, trailer or similar vehicle, or a commercial vehicle, in a car park or within the bounds of your property. We will not refuse permission unless there is a legal, safety or nuisance issue. You may also need planning permission for drop kerbs and footway crossing where appropriate.

### **35 Pets**

Some types of property are not suitable for keeping animals. If you live in any flat, maisonette or in sheltered housing, you will need prior written permission of the Council's Housing Services before you are allowed to keep any animal. The Council has the right to refuse permission.

In all other properties the Council will allow you to keep domestic pets and birds in reasonable numbers as long as they do not cause a nuisance or annoyance. If in doubt, seek advice from Housing Services. You are responsible for any animal living in or visiting your property, which must not cause any annoyance or nuisance including frightening and endangering other people. Dogs must be accompanied by a tenant or a responsible member of the household and kept on a lead in communal areas. You must clean up any fouling by your pets or those belonging to your visitors.

### **36 Rubbish**

Rubbish should be stored in designated rubbish disposal and collection areas. You must not leave any rubbish or refuse of any description anywhere else, including communal areas and grounds, open spaces, alleyways, walkways or anywhere on housing estates. You must not allow your property to get into a filthy and verminous condition. If you do we will take action to remedy this and may recharge you for any of the costs we pay to put things right.

### **37 Weapons and dangerous objects**

You or any persons living in or visiting your home must not keep or bring to the property any weapon or other dangerous object which is prohibited by law.

## Rent

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### **38 Paying rent and charges**

You must pay the rent, including any service charges for the property. It is a condition of the tenancy that you must pay the rent on time, on or before the day that it is due.

The rent, including charges, is due for each week of the tenancy, and is due in advance. The Council will allow you to choose whether to pay weekly, fortnightly or monthly, so long as you pay regularly and on time. We offer a number of methods of payment, and these are set out in the Tenant's Handbook.

If you are joint tenants you are both responsible for all of the rent, charges and any arrears. In law you are 'jointly and severally liable' which means that any one tenant can be held responsible for all of the money due, and that the Council can choose which tenant to recover the money from.

### **39 Service charges**

Some tenants have to pay service charges, which are included in the rent. Service charges are typically for water, heating, or sometimes for a Sheltered Scheme Manager or for support. If you have to pay service charges with your rent, you will have been told about this, and they will be explained on page 1 of this agreement.

The Council can offer new services, or change the level of services where appropriate, which may affect the amount of rent you pay. We will consult with tenants before new services are introduced. We will tell you in writing at least 4 weeks before any changes to these charges.

### **40 Rent increases**

The Council may need to increase your rent at any time, usually in April. You will be advised in writing of the reasons for this at least 4 weeks before any change.

### **41 Rent arrears**

If you do not pay your rent, or often pay it late, the Council can go to court to ask that you are evicted. We can also ask for a money judgement so that you still have to pay the rent even if you lose your home. If you are having trouble paying your rent please contact the Council or get advice from an agency like the Citizens Advice Bureau (CAB).

If the Council has to pay you any money, such as compensation for losses, we reserve the right to credit that money onto the rent account if you are in arrears.

#### **42 Housing benefit**

You are responsible for ensuring your rent is paid to the Council, and should check if you are entitled to Housing Benefit and apply in good time. You should also check if you are entitled to Council Tax Benefit and any other financial help. You are responsible for your claim, and for ensuring that the information you provide is correct, and for letting them know straight away about any changes in your circumstances.

## Repairs and maintenance

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#### **43 Looking after your home**

You must use your home in a responsible, tenant-like manner. You must take proper care of your property and keep it clean and in good condition, and in good decorative order. You must take all reasonable measures to ensure that your family and other people living in and visiting your home do not cause wilful or negligent damage to the property, and that it is secured against trespassers.

The Council will undertake the repair and maintenance of your home, except where you are responsible. The Council has responsibility for repairs under the following legislation 's11 Landlord & Tenant Act 1985' and any further amendments. This means that we are responsible for repairing the structure and exterior, and maintaining the installations of your home.

The Council may ask other Agencies to carry out some of the rights and responsibilities we have under this agreement on our behalf. The term 'Council' can therefore include our Agents. You can find much more information about repairs in the [Tenant's Handbook](#).

#### **44 Access**

We will give you reasonable notice of our visits, of at least 24 hours. You must at all reasonable hours, allow the Council, its authorised officers, agents and workers (our staff) to enter your home. This is particularly important for gas and electrical safety checks. The Council can take legal action to enter your home if you do not allow access, and you may have to pay the costs.

If you do not allow access, you could be putting yourself and your neighbours at risk. You must also ensure our staff safe passage for inspections, repairs, access to roofs and loft spaces, or for any other reason. If our staff come to your property, and you wish to smoke, please give them due consideration.

If there is an emergency and the Council needs to enter the property immediately, we are entitled to enter, or if needed force entry to, the property without giving you any notice. Emergencies may include situations such as gas or water leaks, which could affect the health and safety of occupants, the property, adjoining properties and their residents. The Council may require you to pay for any damage done if it was your fault that it was necessary to force entry.

#### **45 Alterations and additions**

You must not do any alterations or additions without the prior written permission of Housing Services. Such consent will not be unreasonably withheld. This includes smaller work like erecting a satellite dish. If you are in doubt, contact the Council

You must ensure that:

- No expense whatsoever is incurred by the Council
- The work is carried out to the Council's satisfaction by competent tradesmen.
- The works comply fully with current building and planning regulations, and approvals have been obtained.

Should you vacate the property, the new work must be left intact unless, at the discretion of the

Council, it is replaced to the Council's satisfaction. Should it be necessary for the Council to re-instate and/or rectify any unauthorised or sub-standard alterations, additions or erections work, you will be liable for the costs incurred.

#### **46 Appliances**

The Council is responsible for space and water heating, gas appliances which it installed or which were in the property when it was let.

You should correctly use heating facilities provided within your home and follow any advice given by the Council to prevent condensation.

You must use all domestic appliances and equipment in accordance with the manufacturer's and/or Council's instructions. You are responsible for all damage to property or people caused by your own appliances and equipment regardless of whether you are negligent.

You are responsible for arranging an annual service of your own gas fired appliances and accompanying flues which you have installed. You should provide proof of such a service upon the request of the Council. The Council will not accept responsibility for the fitness, safety or maintenance where it has not given its consent for the installation of such appliances in writing.

#### **47 Electrical safety**

The Council will ensure that the electrical equipment that we have provided in your home is safe. We are also responsible for maintaining and repairing the wiring and all electrical installations in your home that we have provided. The Council will make sure that an electrical inspection is carried out before you move into the property, and then every seven years.

You are responsible for the safety of any electrical appliances that you bring to the property yourself. You must watch out for danger signs and make sure all electrical equipment in your home is maintained and used properly. You must not use equipment or appliances that may be unsafe. You must report to us without delay if you notice any faulty equipment or appliances which we have supplied, or any problems with the installations or wiring, including power points, immediately.

If you are worried about the electrical equipment or installations in your home you can contact us to ask for a safety test to be done, although we are under no legal obligation to do so. If you are really concerned, you can get an inspection carried out yourself.

#### **48 Emergency repairs and out of hours service**

The Council will carry out emergency repairs or make safe and carry out a full repair later as appropriate. These will be usually done the same working day, and always within published timescales. Emergency repairs are classed as 'priority E' and are strictly where there is a danger to life or limb or major damage to the property. They include dangerous structures, total loss of electrical power, major plumbing repairs, burst pipes or water tanks.

If you wish to report a repair out of hours, which cannot wait until the next working day, it must be an emergency repair as explained above. If you use the out-of-hours service and it is not an emergency then you may be recharged for the cost of the work, which is usually more expensive.

#### **49 Gas safety**

To ensure your safety, the Council will inspect and safety check every 12 months gas service pipes and gas fired equipment for which the Council is responsible. You must allow reasonable access for our workers.

#### **50 Improving your home**

All secure tenants have the right to improve their home. You must get permission in writing from Housing Services before you start any improvement work. We will agree to the improvements you are planning unless the work causes a safety risk, or would create expense for the Council or problems letting the property in the future. You must also get

**Introductory Tenants may only carry out improvements with the Council's prior written permission.**

separate permission from Planning, Building Control and other departments where appropriate.

Providing you get permission for the works and carry them out satisfactorily, you could ask for some of the money back from the Council when you leave, depending on the appropriateness, age and condition of the installation. You may also wish to check whether you are eligible for help paying for certain works, such as grants for insulation or disabled adaptations.

The Council has the right to improve your property, and can enter to do so, as long as we give you reasonable notice.

### **51 Recharging for costs of work**

You are liable for any damage or disrepair that is caused by something which you have done, or something you have failed to do which you should have done (negligence). If the Council have to do any work or repairs that you are responsible for, you will be charged for any reasonable costs incurred in carrying out such works or repairs.

### **52 Reporting repairs**

You must report to the Council any defects or damage to your home within a reasonable time. The Council is not responsible for any of your personal possessions. The Council is not liable for any personal loss resulting from your failure to tell us of a defect, damage or disrepair.

### **53 Right to repair**

The Right to Repair is a scheme for all Council tenants. It makes sure that certain small urgent repairs which might affect your health, safety or security, are done quickly and easily. Councils are told by law to carry out these repairs within a certain time. These repairs are called qualifying repairs, and we publish information about which repairs come under this scheme, and the timescales which we have to do them in. Repair times vary depending on the type of repair. If the Council doesn't do your repair in time, you can tell us to get another contractor instead. If the second contractor doesn't do the repair in time, the Council may have to pay compensation.

### **54 Smoke alarms**

You are responsible for keeping any smoke detector in proper working order by testing it regularly and keeping it free from dust and dirt. You must not tamper with or obstruct smoke alarms or any such safety device.

## Ending the tenancy

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### **55 When the Council wants to End the Tenancy**

We can only end your tenancy with a court order. If you are an Introductory or Demoted tenant you are at higher risk of eviction. The Judge just has to be satisfied that the Council has followed the right procedure. Secure Tenants have more rights, and the Judge has discretion to be sure that it is reasonable to grant an order. The Judge may also decide you have to pay any money owing.

#### **(i) Introductory or Demoted Tenants**

We will only ask the court for a possession order against you if you break the tenancy conditions described in this agreement.

If you break your tenancy conditions, we will serve a 'Notice of Proceedings for Possession' on you. The Notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least four weeks after the notice was served.

#### **(ii) Secure Tenants**

We can only ask the court to grant a possession order if one or more of the reasons set out in the Housing Act 1985 (as amended) exist. We have described these reasons in the Tenants' Handbook.

If one or more of these reasons does exist, we will serve a Notice of Seeking Possession on you. This Notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date that possession proceedings will start. This will be at least four weeks after the Notice was served.

**(iii) When security of tenure has been lost**

You must live in your property as your only or main home. If you do not do this, for example, if you abandon the property, we will take action to end the tenancy by serving you with a Notice to Quit. This condition gives us the right to serve this Notice on your property if you cannot be traced for us to serve the Notice on you personally. This will give you at least four clear weeks' written notice ending on a Monday. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the notice ends.

If you are living in the property when you die, and no-one is legally allowed to take over the tenancy, either we could serve Notice to Quit which will end the tenancy, or your relatives could notify us and we could agree a tenancy end date when the keys are returned and rental liability stops.

**56 When the Tenant wants to End the Tenancy**

You must give Notice in writing to end your tenancy. This has to be at least four weeks Notice, and should end on a Sunday or a Monday. You may use our Tenancy Termination Form. If you are posting your Notice, you are advised to send it by 'Signed For' post (Recorded Delivery).

We ask that you return your keys to the Housing Services office in Littlehampton by 12 noon on the Monday of which your Notice ends. You must either get a Key Receipt or post them 'Signed For'. If you leave the property once you have given Notice, but do not return the keys, the Council will change the locks and recharge you.

Once you have given Notice, you are required to give access to the property, by appointment, for inspections or viewings.

You are required to give a forwarding address.

You must leave the property clean and tidy and in good decorative condition when you go. This includes any fixtures, fittings and furnishings that the Council has provided. You must not leave anyone else in the property when you move out. You may be recharged any reasonable costs we incur if you do not do this, or have broken any other tenancy terms and conditions.

# Arun District Council Tenancy Agreement

**Between:** Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF

(The Council as Landlord, also referred to as 'we')

**And:**

(The Tenant(s), also referred to as 'you')

**Agreement for the following property:**

**Comprising:**

**This is a weekly periodic tenancy. The tenancy start date is:**

**The provisional date that your tenancy becomes secure is:**

**The rent, including any service charge, is due in advance. We collect a payment of two weeks rent when you sign this agreement, and hold it until the tenancy start date.**

**The initial rent is:** £                      **per week**

**This includes an initial service charge of** £                      **per week**

The service charge is made up of:

Heating Charges	£	per week
Water Charges	£	per week
Amenity Charges	£	per week
Other Charges	£	per week, these are for

## How we collect and use information

The Council collects information for Housing purposes, but it may be used for any of the Council's purposes. We will share information within the Council, such as with Housing Benefit, Environmental Health and Community Safety. We may check information that you provide, or that a third party provides about you, with other information we hold. We may also get information about you from certain third parties, or give information to them to check the accuracy of information, to prevent or detect crime, or to protect public funds in other ways as permitted by law. These third parties include government departments and local authorities. We will not disclose information about you to anyone outside the Council unless the law permits us to. The Council is registered under the Data Protection Act 1998 for these purposes and is the Data Controller. If you want to know more about what information we have about you, or the way we use this information, please write to the Council's Data Protection Controller, Church Street, Littlehampton BN17 5EP. In signing this contract, you understand and agree to this.



# Introductory and Secure Tenancy Agreement

**This agreement comprises of this document and the terms and conditions attached.**  
Please take time to read it all through before you sign it. If there is anything you do not understand please contact Housing Services and get legal advice.

## Signatures

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I/We agree to pay any outstanding rent arrears due on any previous tenancy.

I/We understand that it is a criminal offence under the Housing Act 1996 (as amended) to give false or misleading information, or to withhold information, or to fail to notify the Council of any relevant changes in our circumstances. Any offence may result in losing my/our home.

I/We have received the Tenant's Handbook.

**In signing below you have read through, understand and agree to this legal contract. All parties sign here:**

### The Council

Officer name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### The Tenant(s):

Full name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**If there is a joint tenancy, all parties must sign:**

### Joint Tenant

Full name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



Arun Civic Centre  
Maltravers Road  
Littlehampton  
West Sussex  
BN17 5LF

01903 737500

[www.arun.gov.uk](http://www.arun.gov.uk)