



Exeter City Council

Tenancy Agreement

**for introductory, demoted and secure
tenancies**

This document sets out the terms and conditions under which you occupy your property.

You must read and understand this tenancy agreement before signing.

Effective date April 2009

www.exeter.gov.uk



Contents

This document contains the terms and conditions that apply to introductory, demoted and secure tenancies. You should take time to 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:

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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.

Assignment	This is a legal process of passing all your tenancy rights and responsibilities to another person.
Communal area	Any part of the building and communal land that all tenants share or can use.
Council, or we, us, our	Exeter City Council as landlord or our agent (or both).
Enforcement proceedings	This means any legal action that we may take to make you comply with your responsibilities under this agreement. We may ask the court to order you to comply with this agreement or stop you breaking this agreement, and this could be an injunction order. We may ask the court to make an order that takes away some of your rights as a tenant, which is called a demoted tenancy order. We may ask the court to order you to leave your home, and this is called an eviction order. We may ask the court to do any or all of these things.
Exchange	This means to swap your tenancy with another person by mutual agreement where allowed by the 1985 Housing Act. This is done through the legal process of assignment (see above). 'Mutual agreement' means both parties agree.
Eviction	This is when you are required to leave your home. We will not evict you without a court order.
Genuine emergency	This means a real and immediate risk of harm to you or a real and immediate risk of serious structural damage to your home or to a neighbour's home (or all of these). We will decide whether a situation is an emergency or not.
Home	The property let to you under this agreement.
Household	All those living at your home.
Improvement work	This is where you or we do work on your home that improves the facilities that were at your home when you first moved in.
Injunction order	Given by a court to order a tenant to do something or stop them doing something.
Joint tenancy	If you are joint tenants, the words "you" or "tenant" refer to both tenants but also to either tenant. This is because each of you, as individuals, is responsible for keeping to the terms of the tenancy agreement.
Locality	The area around your home that is more than the road or street where your home is. We consider that locality means at least the whole of the Exeter City Council local government area, but the final decision will be for the court to decide.
Lodger	A person who pays you money to share your home.
Notice	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.
Partner	Husband, wife, same-sex partner or anyone else you live with as if they were your husband or wife.
Possession order	This is a formal instruction from a court that gives us permission to take action to make you leave your home.
Rent	This is the total payment due from you to us as set out at 4.1 of the agreement

Statutory body	An organisation that performs certain tasks that are set up under an act of parliament.
Sub-letting	This is where you give all or part of your home to another household to live in. You must first ask our permission before you sub-let part of your home. We will decide whether to give you permission, but we will not refuse it unreasonably. We will not give you permission to sublet all of your home, and if you do this we will take proceedings to evict you.
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.
Temporary move	This is where 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. 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. You will occupy any temporary home as a non-secure tenant under Schedule 1 paragraph 4 or Schedule 1 paragraph 7 of the Housing Act 1985 or both.
Vehicle	Means of transport such as a car or motorbike.
Written consent	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.
Your rights	The rights that are established by Parliament or the Common Law or by this agreement.

About your tenancy agreement

1. About your tenancy agreement

- 1.1 This document contains the conditions that apply to introductory tenancies, demoted tenancies and secure tenancies. It sets out the rights and responsibilities of Exeter City Council and your rights as the tenant.
- 1.2 You can remain in your home for as long as you want if it is your only or main home or unless we evict you for one of the reasons set out in the Housing Act 1985 (called “grounds for possession” – see below). We will only evict you if the court agrees with our request. We will only take this action:

- (i) if you break a condition of this tenancy agreement or you (or someone acting on your behalf) gave false information in your housing application; or
- (ii) if we need you to move out (see 7.5 and 16.1). In this case, we will offer you a suitable alternative home and we may pay compensation or give you help with your moving costs (or both).

Grounds for possession:

Ground 1: Rent arrears, or breaking any condition of this agreement

Ground 2: Anti-social or criminal behaviour

Ground 2A: You have forced your partner to leave your home through violence or the threat of violence

Grounds 3 and 4: The condition of your home —your neglect or deliberate actions have caused the condition of your home to get worse

Ground 5: Making a false statement – you gave false information when you applied for housing

Ground 6: Premium paid on assignment – you or someone acting for you made a payment in return for the transfer of your tenancy

Ground 7: Non-housing accommodation –misconduct by resident staff

Ground 8: Temporary accommodation – we agreed that this was a temporary move

Ground 9: Overcrowding – the home is too small for your household

Ground 10: Landlord’s works – we need to do major works on the property

Ground 10A: Landlord’s intention to sell for redevelopment – we want to sell the property for redevelopment

Ground 11: Charitable landlords – if we were a registered charity and your occupation conflicts with the charity’s objectives (this does not apply to you)

Ground 12: Employee-related accommodation – your housing goes with a job, and you are giving up the job, or someone else taking on the job will need the accommodation

Ground 13: Specially adapted accommodation – your home has been adapted for someone with a disability, and no-one in your household needs the adaptations

Grounds 14 and 15: Special needs accommodation – your home is let for someone with special needs, and no-one in your household has these needs

Ground 16: Under occupation – you succeeded to the tenancy and your home is larger than you need

- 1.3 You may choose to take a tenancy jointly with your spouse or civilian partner, provided that we agree.

1.4 Tenant's rights are either established by Parliament or common law or this agreement. If you need to clarify any rights that you think you may have, please talk to your Estate Officer first.

2. For introductory tenancies only

2.1 If you have an introductory tenancy you have fewer rights than a secure tenant. You will normally become a secure tenant after a trial period, provided you have complied with the tenancy agreement and we have not started possession proceedings against you. The trial period is usually for one year.

2.2 As an introductory tenant you **do not** have the right:

- to sublet any part of your home, assign or exchange your home
- to make improvements or alterations to your home (see 8.2)
- to apply to buy your home (see 14.5) (although the introductory period will count towards any qualifying period)
- to vote before any transfer of your home to a new landlord.

2.3 The Council has a legal right to extend your introductory tenancy period by a further 6 months if we have any concerns about the way you are conducting your tenancy, for example if you are not paying your rent on time, or if someone in your household is behaving in an anti-social way. We must serve you a Notice of Extension before we can extend the trial period. The notice will give you the right to request a review of this decision. You will need to request the review in writing within 14 days of being served with the notice.

2.4 If we decide to end your tenancy, we must send you a notice to end the tenancy. This will tell you that we intend to ask the court for a possession order and explain why we are taking possession.

2.5 If we serve you with a notice to end your tenancy, you have the right to ask for a review. You must contact the Review Officer at the address shown on page 2 within 14 days of the date the notice was served.

2.6 If we apply to court, it will normally give us a possession order.

3. For demoted tenancies only

3.1 Your tenancy can be changed to a demoted tenancy if you break your tenancy agreement. Only a court can decide whether this is going to happen.

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

- to sublet any part of your home, to exchange your home or assign (except where ordered by a court)
- to make improvements to your home (see 8.2)
- to apply to buy your home (see 14.5)
- to vote before any transfer of your home to a new landlord.

3.3 If your tenancy is changed to a demoted tenancy, only the following terms of this tenancy agreement will apply to you: 1.1, 1.4, 3, 4, 5, 6, 7, 8.3, 9, 10, 11, 15, 17, 19 and 20.

- 3.4 If we decide to end your demoted tenancy, we must send you a notice to end the tenancy. This will state that we intend to ask the court for a Possession Order and explain why we are taking possession.
- 3.5 If we serve you with a notice to end your tenancy, you have the right to ask for a review. You must contact the Review Officer at the address shown on page 2 within 14 days of the date the notice was served.
- 3.6 If your demoted tenancy becomes a secure tenancy again, then all the terms of this tenancy agreement will apply to you at that time.

4. Rent (including service charges)

- 4.1 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	£

- 4.2 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. You have the right to apply for Housing Benefit if you wish and any benefit payable will be taken from your rent. Please ask your Income Recovery Officer for more information or contact the Housing Benefits Office at the Civic Centre. There are occasional rent-free weeks when no rent is due (at Christmas, for example). If you owe us rent (rent arrears), you must continue to pay during rent-free weeks. We will let you know the rent-free weeks at the start of your tenancy and at the start of each financial year.
- 4.3 If you do not pay your rent, we can go to court to get legal permission to evict you from your home. If you have any difficulty paying your rent, you must contact the Housing Rents Officer immediately by phoning (01392) 277888.
- 4.4 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.
- 4.5 Your rent or service charge (or both) may be increased or reduced from time to time, usually from the first Monday in April each year. We will give you 4 weeks' written notice of any changes.
- 4.6 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.
- 4.7 We will send you a statement of your account at least twice every 12 months.

5. Service charges

- 5.1 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. We will estimate the amount we are likely to spend in providing services to you over the coming year. We will give you a list of the services provided.

- 5.2 When we calculate your estimated service charge, we will also work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your service charge for the coming year.
- 5.3 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.
- 5.4 After consulting the tenants affected, we may increase, add to, remove or vary the services provided (as listed) or introduce new services. If we do, the amount you pay in service charges would change accordingly.
- 5.5 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.
- 5.6 We can only make reasonable service charges and the services or work we do must be of a reasonable standard.

6. Supporting People charge

- 6.1 If you are receiving support for which there is a Supporting People charge, you will be asked to sign a Supporting People 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.
- 6.2 A Supporting People charge may apply if you:
- (i) are a tenant of sheltered housing, or
 - (ii) are connected to an alarm service, or
 - (iii) receive other support services that help you stay in your home.

7. Repairs, maintenance and improvements – our responsibilities

- 7.1 We will keep your home in good condition and will repair and maintain:
- the structure and exterior of the building
 - kitchen and bathroom fixtures
 - 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).
- 7.2 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.
- 7.3 We will send or give you written confirmation of your repair request. You should keep this confirmation in case you want to make an enquiry later.
- 7.4 At the end of repair work we will clean up to a certain standard, taking account of the age and condition of your home before the work started.
- 7.5 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 would 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.

8. Repairs, maintenance and improvements – your rights

8.1 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”.

8.2 You have the right to make your own improvements, such as:

- bathroom suites
- central heating
- hard flooring such as laminate floors (we may refuse permission for this work in flats above the ground floor)
- new kitchen units
- shower
- gas fire
- satellite dish
- CCTV equipment.

You must get our agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. We will expect you to keep the improvement in reasonable repair. All gas appliances must be installed by an approved and registered gas appliance contractor. You must give the Council a copy of any gas-safety or repair certificate. You may need Building Regulations approval or planning permission for improvement work, and it is your responsibility to get such approval or permission.

8.3 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. We expect tenants to 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, or we may ask the court to confirm our right to do this by making a court order. If we get a court order, we will ask the court to make you pay our legal costs in bringing that action.

8.4 You can refuse to have any improvement work done at your home (for example, new kitchen, bathroom). However, if the work is being done for health-and-safety reasons (for example, rewiring, asbestos removal), then the Council can insist on them being done.

8.5 Agreed improvements after 1 April 1994 may give you the Right to Compensation for these improvements when you leave. The amount you receive depends on the age of the improvement, the type of improvement and your ability to provide receipts for the work. Once fixed to the home, improvements become part of it and must be left when you leave.

9. Repairs, maintenance and improvements – your responsibilities

- 9.1 You must report any repairs, faults or damage to your home or shared areas immediately. Make sure you get written confirmation of your repair request. If you delay reporting a fault and this leads to more damage, we may charge you to put that extra damage right.
- 9.2 You must repair or pay for repair or replacement if damage is caused deliberately or by your neglect (for example, smashed glass in windows, broken or damaged doors, left rubbish and floor-coverings when moving home, blocked waste pipes). This includes poor-standard do-it-yourself work. You will have to pay the costs of such repair or replacement.
- 9.3 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 Estate Officer. Where possible we will give you 48 hours' notice that we need access to your home, except in an emergency when we will need to gain access immediately. Due to the risk to your household's health 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. We may exercise this right immediately, if it is a genuine emergency (see explanation of words and phrases), we may ask the court to confirm our right to do this by a court order. If we get a court order, we will ask the court to make you pay our legal costs in bringing that action.
- 9.4 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.
- 9.5 You are responsible for repairing and maintaining any domestic equipment you have installed yourself.
- 9.6 You must not remove walls or take out any other part of your home or surroundings without our written agreement. We will not refuse our agreement unreasonably. You will have to meet Building Regulations, planning and any other conditions. If you make an improvement or alteration to your home without our written agreement, we may tell you to return the property to how it was before. If you don't, we will return the property to its original condition and make you pay for the work.
- 9.7 You must allow the Council or its contractors access to enable cables, drains, poles or other fixtures 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.
- 9.8 You must keep the inside of your home clean, tidy, free of vermin and decorated to a reasonable standard.
- 9.9 You must do all repairs you are responsible for, these include
- chimney sweeping
 - clothes lines/ posts
 - internal decoration
 - locks and handles to internal doors
 - clearance of blocked external wastes
 - 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

9.10 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.

10. Behaviour – your responsibilities

10.1 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.

As the tenant, you are responsible for any such behaviour by you, your family, any other people living at your home, your acquaintances, friends or lawful visitors while at your home or in the locality. You are also responsible if you incite (encourage) anyone to act for you. This will apply whatever their age.

You must not do, or allow anyone 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; doing anything that interferes with the peace, comfort or convenience of others who are lawfully in the locality. (This is not meant to be a complete list.)
- (c) 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 or sexual abuse to persuade anyone who lives with you to leave the home.
- (d) Make threats or be violent towards any Exeter City Council employee, contractor, consultant or city councillor. This includes when you visit or telephone any Council office, if you are visited at your home, or in any other situation.
- (e) 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.
- (f) 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.
- (g) 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.

(h) 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.

(i) Carry out repairs, except emergency running repairs, to motor vehicles on the street or in parking areas. Also you must not park any untaxed, illegal or un-roadworthy vehicles on the land around your home, on the road or in a designated parking area (this includes where a Statutory Off Road Notification (SORN) has been obtained).

(j) Park any heavy trade vehicle or large commercial vehicle of greater than standard Transit size on any communal hardstanding, parking bay or forecourt.

(k) Park any caravan, boat or trailer on any communal hardstanding, parking bay or forecourt, without our written permission. We will refuse permission only if there is good reason.

(l) Park any vehicle on the premises unless a Council-approved garage or hardstanding is provided.

(m) 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.

(n) Run a business from your home or its surroundings without our written permission. We will not normally refuse permission unless the business would cause a nuisance, breach an existing covenant (a legally binding promise) that prevents business use, or possibly lead to damage to the property. Planning permission for business uses may be required, and it is your responsibility to get it. If as a result of your running a business from your home, National Non-Domestic Rates (Business Rates) apply, you will be responsible for paying them.

(o) Store petrol or any other flammable liquid in your home.

(p) 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.

(q) Store or use paraffin at Rennes House.

You and everyone living with or visiting you must do the following:

10.2 You must 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 should keep these areas clean and free of any item (pram, bicycle etc.). If we have to take action against you to enforce this, we will recover the costs from you.

10.3 You must keep your garden tidy and free from rubbish (this may include cutting the lawn, maintaining walls and trimming the hedges) to a standard that we decide, 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 Estate Officer for more information.

If you break clause 10, the Council may take enforcement proceedings (see explanations of words and phrases). If we get a court order, we will ask the court to make you pay our legal costs in bringing that action.

11. Behaviour – our responsibilities

- 11.1 Everyone has the right to enjoy life in their own way provided they do not upset people living in the locality. A good neighbour will tolerate and understand the different lifestyles of others. Where differences occur we will help people solve their differences peacefully, but we will take enforcement proceedings quickly when this fails, especially in cases of harassment and victimisation.

12. Consulting and involving residents – our responsibilities

We must do the following:

- 12.1 Ask your views about any of the housing-management proposals if they clearly and strongly affect you. For example, we will consult you about modernisation or improvement work that is planned for your home or your area. We will involve you or your tenants' group in local housing issues if appropriate. A copy of our Resident Involvement Strategy is available on request.
- 12.2 Ask your views about any planned changes to the tenancy agreement. We will tell you in writing if the changes are to go ahead.
- 12.3 Deal with your complaints efficiently and effectively. If you need to make a complaint, your Estate Officer can advise you.
- 12.4 Process information about you and your household in accordance with the Data Protection Act 1998, including any information held on our computer systems.
- 12.5 Give you at least 4 weeks' written notice of any rent change, but we do not have to consult you about increases or decreases to the rent or service charges.

13. Consulting and involving residents – your rights

You have the following rights:

- 13.1 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.
- 13.2 To join or start a residents' group in your neighbourhood if you wish. Please approach your Estate or Tenant Liaison Officer for advice first.
- 13.3 To manage your property by forming a tenants' organisation. For more information, please contact your Estate Officer.

14. Using your home – your rights

You have the following rights:

- 14.1 To take in lodgers, but please inform us when you do. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. They will get some sort of service from you, such as cooking or cleaning.
- 14.2 To sub-let, but you must get our written agreement first. Sub-letting means that someone pays you rent to have 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.

- 14.3 To live in your home without any interruption or interference from us (unless we need to enter your home as set out in 9.3 and 9.7), for so long as you keep to the terms of this agreement and you live there as your only or main home.
- 14.4 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. 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 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 specifically for elderly or disabled people would have no one living there who needed the service.

Tenants who arrange to mutually exchange their homes accept them in the condition they are in. We have a responsibility to carry out a safety check and routine repairs. But any damage to the property caused by neglect or default or poor-standard do-it-yourself work that the landlord has not permitted becomes the responsibility of the exchanging tenant not the Council.

If you do exchange without our written agreement, we will take legal action to evict you. You will not be able to return to your original home and will not be offered alternative housing.

Your application for a mutual exchange would be deferred (put on hold) if there were unpaid rent arrears or other charges on your account.

- 14.5 To buy your home if you have been the tenant of any public-sector landlord for at least 5 years (2 years if your tenancy was granted before 18 January 2005). 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 the Council.

15. Using your home – your responsibilities

You must do the following:

- 15.1 Use the property as your main or only home. You must tell us if you expect to be away from your home for more than 4 weeks and if someone will be staying there while you are away. We will then begin the process of bringing your rights to stay at your home to an end, which will include the service of a Notice to Quit. We will not evict you without a court order.
- 15.2 Keep the property in good condition and use the fixtures properly and responsibly. You are responsible for replacing or paying for the repair of any items damaged deliberately or through neglect (not reporting a leaking pipe for example). You will have to pay the costs of this.
- 15.3 Pay all bills (including for council tax, water, electricity and gas) for your home, unless the charges are included in your service charge.

You must not do the following:

- 15.4 Have more people living in your home than the maximum number allowed. This is shown on the rent card and in this agreement. Adults are counted as one, children aged 1–10 years count as ½ and children under one year old are not

counted. Living rooms are used when calculating this number. It is not a breach of the tenancy conditions to exceed the permitted number because children get older or relatives of the tenant visit for a while.

15.5 Keep cars, mopeds or motorcycles or engines and parts inside your home or on indoor communal areas such as entrance halls or landings.

15.6 Smoke in any communal areas.

You are responsible for the following:

15.7 Keeping the inside of your home clean, free of 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 Estate Officer for more information.

15.8 Taking out household 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.

16. Using your home – our responsibilities

16.1 In certain circumstances we have the right to take possession of your home and move you elsewhere. We can do this if the property has special adaptations for a disabled or elderly person who no longer lives there. We will move you only in exceptional circumstances and we will offer you a suitable alternative home before you have to leave.

17. Leaving your home and ending your tenancy – your responsibilities

You must do the following:

17.1 Give us at least 4 weeks' written notice before you want to leave your home. This 4 weeks' notice must end on a Monday and you must return your keys to the Housing Office in the Civic Centre (address is on page 2) when you leave. If the keys are not returned by 12 noon on that Monday, you will be charged another week's rent.

If you are joint tenants, any one of you can end the tenancy by giving us 4 weeks' written notice. We will decide if any of the other joint tenants can stay in the home in such circumstances.

17.2 Leave the property, fixtures and fittings in good condition. You may 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.

17.3 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.

Things we will do to ensure you meet your responsibilities:

17.4 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 credited to your account, less any amount you owe the Council,

such as for rent arrears or storage charges. Any amount you still owe will remain your responsibility.

- 17.5 If you die while you are a tenant and we are told about it straight away, we will give a 2-week rent-free period to your estate from the date of death. If the keys are returned to us at the end of this 2-week period, the tenancy is ended at that date, or earlier if the keys are handed back before the 2 weeks.

If the Council is told about your death straight away, but the keys are returned after the 2-week period, then full rent will be charged from the end of the 2-week period until the tenancy is ended. We will seek payment of any debt from your estate.

If the Council is not immediately notified of your death and the keys are returned several weeks later, then the tenancy will be ended with full rent being charged up to the Monday after the return of the keys. We will follow standard procedures for collecting any debt from your estate (the value of your possessions etc).

You must not do the following:

- 17.6 Leave anybody else living in the home when you move out. 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. 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.

18. Leaving your home and ending your tenancy – your rights

You have the following rights:

- 18.1 To succeed to the tenancy, provided someone else has not already used a right to succession to the tenancy. The tenancy of your home will pass to your partner or surviving joint tenant if you die. If you do not have a partner, or if they do not want it, the tenancy can pass to a relative (your parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) or partner provided they had been living with you continuously for the previous 12 months.

If there has already been a succession to the tenancy, you should seek guidance from us, the Citizens Advice Bureau or a legal representative. We will consider sympathetically any cases where the surviving residents have been there for a long time, or where there are special housing needs, even if there are no rights of succession.

If the tenancy is passed to a partner or relative, and the home is bigger than they need, we have the right to move them out but we will offer them a suitable home. This is one of the special circumstances when we have the legal right to take possession of someone's home.

If the tenancy is a demoted tenancy then all those seeking to succeed to the demoted tenancy must have been living with you continuously for the previous 12 months.

- 18.2 To transfer from one of our properties to another unless any of the following apply:

- You have been evicted from a Council tenancy for reasons except debt.
- You still owe rent or other debts for accommodation charges from previous tenancies.
- You have abandoned your home.

- You left the previous tenancy in poor condition and have not paid for repair or replacement of items.

18.3 To transfer your tenancy to someone else if a court has made an order for this to happen as part of the proceedings after the breakdown of a relationship, or if you have used your right to swap homes as explained in 14.4.

19. If your home is abandoned or your whereabouts are not known (or both)

19.1 If we have good reason to believe that you are no longer living permanently in your home, we will either serve a Notice to Quit or secure the premises or both.

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, 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 credited to your account, less any amount you owe the Council, such as for rent arrears or storage charges. Any money you still owe will remain your responsibility.

20. Serving a Notice

20.1 If you wish to serve a notice on the Council, including a Notice to Quit, you must send it by first-class post or deliver it to:

Exeter City Council
Civic Centre
Paris Street
Exeter EX1 1RQ

20.2 If we need to serve a notice on you, whether or not we are serving it under this agreement, 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.

The tenancy agreement tells the Council and you what rights each of us has and also what must or must not be done. If you break this agreement by not keeping to your obligations, then the Council may take enforcement action. If this happens, you will usually be able to:

- a) discuss matters with an officer from the Council***
- b) put things right.***

If the safety of others is at risk, the Council will take enforcement action whether or not we have contacted you first.

**This information is available in other formats including large print
or audio tape from Housing Advice.**

THIS AGREEMENT IS BETWEEN EXETER CITY COUNCIL (the Council) and

_____ [the tenant]

_____ [joint tenant]

IT IS AGREED AS FOLLOWS

1. The Council has a “unified” agreement for both secure and introductory tenants. The Council lets to both secure and introductory tenant(s) on the terms and conditions in this agreement. This agreement is for the home and garden for your exclusive use at:

2. The tenancy starts on (start date):

2. The number of people allowed to live in the property is:

3. The rent and other charges for the property are as follows:

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

All payments shown are based on a 48-week collection period and may be varied from time to time or as the Council thinks fit. Service-charge payments are to be treated as extra rent.

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.

DECLARATION

I understand that it is a term of this tenancy that I (or anyone acting for me) have not been granted this tenancy by knowingly or recklessly making a false statement.

I have read, understood and accept the terms and conditions of this tenancy agreement.

Signed _____ tenant

Signed _____ joint tenant

Date _____

Witnessed and signed _____ Date _____
(signed on behalf of the Head of Housing Services Exeter City Council)