

# **Kirklees Council Tenancy Agreement**

**Your rights and responsibilities as a tenant and our rights as your landlord**

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# Overview

This document sets out the rights and responsibilities you have as a Kirklees Council tenant. By signing the tenancy agreement, you are legally bound to certain responsibilities in order for you to keep your tenancy.

It also means that Kirklees Council, Homes and Neighbourhoods, is legally bound by its responsibilities under the tenancy contract.

There are two main types of tenancy:

- An INTRODUCTORY tenancy
- A SECURE tenancy

Young people under the age of 18 will be set up on an **equitable tenancy agreement**, whether they are introductory or secure tenants.

Please read the information in this document carefully and make sure you understand it. If you have any questions, please ask your Housing Management Officer.

**If you are an Introductory or Secure Tenant, call 01484 414886 when you want to contact Homes and Neighbourhoods.**

**If you are on an Equitable Tenancy Agreement**, when you need to contact Homes and Neighbourhoods you should call **01484 414886**.

You can get this document in other formats, such as braille, large print or audio. A summary of the essential rights and responsibilities is also available in other formats or languages. Please ask your Housing Management Officer if you need a different format

# 1 Equitable Tenancy Agreement (Under 18's)

- 1.1 If you are aged sixteen or seventeen years old (i.e. a minor) you will be set up on an Equitable Tenancy Agreement, whether your tenancy is “**INTRODUCTORY**” or “**SECURE**”.
- 1.2 In law, you cannot hold a tenancy in your own name until your 18th Birthday so any tenancy that is set up, is held on trust by a responsible adult who acts as the “trustee”.
- 1.3 When an Equitable Tenancy is set up, the trustee has to sign the Tenancy Agreement. The trustee has to be an adult who is able to act in your best interest. They will also be responsible for accepting any Notices or demands for payment served under this agreement.
- 1.4 On your 18th birthday the tenancy automatically stops being an Equitable Tenancy and is either classed as an Introductory or Secure Tenancy depending on how long you have been the tenant and whether you have broken any conditions of your tenancy agreement. At this point, you no longer need a trustee and will hold the full legal title to your tenancy.

# 2 Introductory Tenancies

- 2.1 We want everyone to enjoy the benefits of their tenancy and to live in peace in their homes. We know that the majority of our current tenants want this too. We are determined to do all we can to protect our tenants and the wider community from the distress and anxiety that anti-social behaviour and harassment can cause.
- 2.2 In order to do this, we give all new tenants a trial period of 12 months to show that they can keep to their tenancy agreement, look after their homes and garden areas, and do not cause a nuisance in their neighbourhoods. If you are transferring from another Kirklees Council property as a secure tenant, or if you are transferring as an assured tenant of a registered social landlord, such as a Housing Association, your tenancy will be secure straight away.
- 2.3 **During the introductory tenancy you must show us that you are responsible enough to keep the property.** To do this you must:
  - Pay your rent on time, weekly, by the close of business on Friday.
  - Look after the property.
  - Not behave anti-socially, cause a nuisance or harass other people.
- 2.4 Our housing management teams will closely monitor your introductory tenancy in its early stages. If minor nuisance or breaches of your tenancy come to our attention, we will offer you advice and give you the opportunity to change your behaviour.
- 2.5 Such minor nuisances or breaches might include:

- occasional noise
  - failure to look after your gardens to a satisfactory standard
  - minor damage to your home
  - nuisance caused by pets
- 2.6 However, if we come across serious breaches of your tenancy or if you will not work with us to find a solution, we will take legal action to re-possess your home.
- 2.7 Serious breaches that will cause us to take such action include:
- harassment that has a major impact on victims or members of their family
  - violence or threats of violence
  - using the property for illegal or immoral purposes, for example drug dealing
  - escalating rent arrears with little or no intention of paying
  - continuation of a substantial number of minor incidents, despite warnings.
- 2.8 **It is important to remember that you are not just responsible for your own behaviour.**
- 2.9 We will take action against you if the person causing anti-social behaviour is someone living with you or is a visitor to your home. It does not matter where the nuisance happens - in your home, outside or anywhere in the neighbourhood.
- 2.10 If you keep to your tenancy agreement and we have not taken any action to end your introductory tenancy, you will automatically become a secure tenant on the date written on the front of the agreement contract. However, if you do not keep to your tenancy agreement, as an introductory tenant you can be evicted much more quickly and more easily than a secure tenant. Kirklees Homes and Neighbourhoods, on behalf of the Council, must tell you why it is evicting you and give you a right to a review of the decision to evict, but we do not need to prove in court that it is reasonable to evict you.

## 3 Rights of Introductory Tenants

- 3.1 You do **not** have some of the **rights** set out in this agreement during your introductory tenancy. As an introductory tenant you will have the following restricted rights:
- right to be consulted
  - right to have repairs carried out
  - right to succession.

### 3.2 You will get these rights if you become a secure tenant:

- buy your home
- assign or transfer your tenancy to someone else
- take in lodgers or sublet your home
- carry out improvements
- mutually exchange your home with another tenant
- transfer to another property (unless a serious housing need exists)

3.3 If you become a secure tenant, you must still behave responsibly and keep to the rules of this agreement – but if we wanted to take possession of the property you would have the right to put your case at a court hearing. A judge would then decide if we could evict you. We would have to show that we have a valid reason to evict you.

3.4 These are called ‘grounds’ and are defined by law. Before going to court we would have to serve you with a Notice of Seeking Possession, setting out which ground is being used and our reasons for serving the Notice.

## 4 Right of review

4.1 If notice is served on you for repossession of your home, you will be able to ask for a review of the decision. The review will be carried out by a manager or managers who have had no involvement in your case.

## 5 The role of the courts

5.1 Unless an introductory tenant has successfully appealed against the decision to repossess, the application will then proceed to Court. Provided that the Court is satisfied that the notice and review procedures have been followed correctly, possession must be granted to the landlord. Eviction from your home will follow.

**Make sure you have read and understood the information about introductory or equitable tenancies that came with your offer letter. It describes the procedure we have to go through if we want to evict you.**

**Call 01484 414886 or contact your housing management officer if you have not seen a copy or if you have any questions.**

## 6 Getting a secure tenancy

6.1 Once you have completed your introductory tenancy without any serious breaches, your tenancy will automatically change to a secure one with full statutory rights.

## 7 About your tenancy agreement

- 7.1 Some of the Council's rights and responsibilities described in the following pages may be carried out by other agencies on its behalf, including enforcement of this agreement and recovery of any payments due.
- Your tenancy agreement is a binding contract between you and us (the Council).
  - It contains your rights and obligations as a tenant and our rights and obligations as your landlord.
  - Most Council tenancies are legally known as secure tenancies unless you are an introductory tenant. This means that we can only end the tenancy if we get a court order. There are strict rules in the Housing Acts that control the circumstances in which the court will grant this type of order.
  - Under the Anti-Social Behaviour Act 2003, we can apply to the courts to demote a secure tenancy to a less secure one for up to a year. We can do this when the behaviour of a tenant, family member or visitor is causing or threatening to cause nuisance or annoyance to someone who isn't a member of the household.
  - If your tenancy is demoted, you will lose important rights enjoyed by secure tenants:
    - right to buy or acquire
    - right to exchange
    - right to sublet, take in lodgers or improve the property
- 7.2 **Any repetition of anti-social behaviour or rent arrears during the demoted tenancy can result in you losing your home.**
- As long as you pay your rent and you and your household follow the other terms of your tenancy agreement, we will not ask the court to make an order for possession, unless, for example, we need to move you to redevelop your home.
  - **However, to be a secure tenant, you must live in the property as your only or principal (main) home.** If you do not, we will be entitled to serve a 'notice to quit' on you and get possession of the property.
  - Both you and the Council also have a number of legal rights and obligations which are set out by Acts of Parliament. For example, **as a secure tenant**, you have the right to:
    - pass on your tenancy when you die
    - exchange your tenancy with another secure tenant
    - buy your home, under the Right to Buy
    - repair your home, if we fail to do so
    - improve your home
    - receive compensation for some improvements when you leave
    - be consulted
    - take in lodgers; and

- sublet part of your home, as long as you have permission in writing
- 7.3 The agreement is in 13 parts, each one dealing with a particular topic, plus a schedule giving the names of the tenants.
- 7.4 We have tried to write this document in plain language. We have also written some notes which will give you more guidance on what the agreement means, as well as other useful information (these notes are not part of the agreement). If you have any questions about your tenancy, or if you would like more information about the rights and obligations of secure tenants and their landlords, please ask your Housing Management Officer.
- 7.5 You can also get information from solicitors or advice centres such as the Citizens' Advice Bureau or Fusion Housing. Your Housing Management Officer can also give you information about the services you can expect from us, as well as a copy of the Tenant Voice Strategy, which shows how we engage and consult with our tenants.

## Complaints

- 7.6 Kirklees Council follows the **Complaint Handling Code** from the Housing Ombudsman to ensure complaints are responded to effectively and fairly.
- 7.7 If you have a complaint the Customer Experience Team handle all complaints received by Homes and Neighbourhoods in relation to services provided to Council tenants and leaseholders. We treat all complaints equally and fairly, listen carefully to make sure we are doing the best for our residents and take steps to put things right quickly and efficiently. If you want to complain please complete the form on this link or telephone 01484 414886:

[Contact Homes and Neighbourhoods – Making a complaint](#)

[www.kirklees.gov.uk/tenant-complaints](http://www.kirklees.gov.uk/tenant-complaints)

## Contacting the Housing Ombudsman Service

- 7.8 You can contact the Housing Ombudsman Service at any point during the complaints process. It cannot investigate your complaint while it is going through our internal complaints process. However, the Ombudsman may be able to help you and Kirklees Homes and Neighbourhoods reach a resolution.

**Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET**

[info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

0300 111 3000

## 8 Tenancy Agreement

- 8.1 This is a tenancy agreement between us (Kirklees Council) and you (the Tenant), relating to the property described in the Schedule at the back. The main parts of this agreement are as follows.

### 8.1.1 Section 1: Rent

1. Your tenancy is weekly tenancy which runs from Monday to Sunday. Your tenancy starts on the date shown in the Schedule. The first complete weekly period starts on the date shown in the Schedule. The weekly rent is due on each Monday in advance. You owe rent from the first day of your tenancy. This means that if you started your tenancy on any day other than other than a Monday, your first rent payment will be due on that first day of your tenancy and is worked out in proportion to the number of days in that week that you will hold your tenancy. The amount of rent for the first week or part week of your tenancy is shown in the Schedule. The amount of weekly rent after the first week or part week is also shown in the Schedule. You must pay all rent including any service charges by Direct Debit unless an alternative arrangement has been made with Kirklees Council. The Council has the right to increase or decrease the rent from time to time, usually in April. You will be told in writing at least four weeks before any change.
2. You may need to pay for additional services provided. These are called Service Charges and will be an extra charge that you will need to pay with your rent. A breakdown of the service charges will be provided on your tenancy agreement if this applies to your tenancy.
  - 2.1 The Council has the right to add to, reduce or withdraw the additional services, and we will tell you in writing what these are, and the cost of the Service Charge you will need to pay. You will be given at least four weeks' notice in writing of any changes.
  - 2.2 The service charges may be increased or decreased at any time, and you will be given at least four weeks' notice in writing of any changes.
3. If you claim any benefits, including but not limited to housing benefit or Council tax benefit you must notify Kirklees Council or if you claim universal credit or other benefits the Department of Work and Pensions immediately, if your circumstances change, as any change may affect your benefit entitlement.

This includes any changes that have been made to any of your household members if they move in or move out. You must also notify Kirklees Council of these changes.
4. If you are joint tenants, you are all responsible, individually and together for keeping all conditions of this agreement. This includes paying your rent.
5. You must not withhold rent for any reason or offset the cost of outstanding repairs which are our responsibility against your obligation to pay rent.

## Explanatory notes rent

### 8.1.2 What does this mean?

These conditions explain the rules on paying your rent, changing your rent and dealing with rent arrears.

If you are joint tenants, you are each responsible for paying all rent due.

An individual joint tenant can set up a Direct Debit to ensure that future rent payments are made on time.

- If you have rent arrears, any individual joint tenant must pay the money that is owed. You are both responsible for ensuring that rent is paid, even if one of you has left your home.
- You may lose your tenancy if you do not pay your rent when it is due. If legal action is taken that leads to you being evicted, you may not be able to get another Council tenancy in future.
- If you are having difficulties paying your rent it is important that you contact us as soon as possible.

### 8.1.1 How we can help.

- We can arrange with you to pay off the rent arrears.
- Give you help and advice on any benefits you can claim.
- Give you help and advice on budgeting and debts.
- Refer you to specialist money advice services.

### 8.1.2 How to pay?

- Direct Debit is the easiest way to pay your rent.
- Setting up a Direct Debit is simple and there are choices about when you pay.
- Contact us if you are unable to pay by Direct Debit or would like to discuss alternative payment methods.

### 8.1.3 How will I know if the amount of my rent changes, or if I need to pay for service charges?

- At the start of each year, we will review your rent for the coming financial year, this runs from April to the following March.
- We will tell you, in writing, at least four weeks before we do this.
- If you are required to pay service charges, you will be consulted before the charges are introduced.
- Service charges can be introduced at any time of the year to recover the costs of the serviced delivered. We will tell you, in writing, at least four weeks before we do this.

## 8.2 Section 2: Repairs

1. We (the Council) are responsible for repairing the following:
  - a. Repairing the structure, exterior and communal part(s) of your home including drains, gutters and external pipes.
  - b. Keeping in repair and proper working order installations for the supply of water, gas electricity; bathroom, kitchen and toilet fittings (excluding shower curtains); and waste pipes.
  - c. Keeping in repair and proper working order installations for room heating and hot water (where provided by Kirklees Council).

Please refer to the Council's Repairs and Maintenance Policy for further information.

2. You as tenant are responsible for the following:
  - 2.1 Any repairs not listed in condition 1.
  - 2.2 Taking reasonable steps to avoid damage (this includes but is not limited to) applying artex or polystyrene tiles, to any walls or ceilings.
  - 2.3 You must use your home properly and responsibly. You are responsible for any damage to your home caused by you, your family or your visitors. You must pay us for any damage.
  - 2.4 You must keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must take care not to block toilets and sinks. You must ensure that shower heads are kept clean.
  - 2.5 You are responsible for the safe keeping of the keys and fobs we have provided for the property, including door, window and communal access locks.
  - 2.6 You must keep your home and any outbuilding safe and secure.
  - 2.7 You are responsible for the installation and maintenance of doorbells and cameras. Any damage caused to Kirklees Council's property during installation will be recharged to the tenant.
  - 2.8 Doorbells and/or cameras are not permitted to be installed on fire doors or any walls where compartmentalisation work has been undertaken to prevent the spread of fire.
  - 2.9 Doorbells and/or cameras cannot be fixed to Kirklees Council's, Composite or PVC External Doors without permission from the Council.
  - 2.10 No Doorbells and/or cameras are allowed in blocks of flats, maisonettes or residential/sheltered homes where Kirklees Council have installed CCTV. Please see Council Guidance on Domestic Recording Systems which include CCTV and Smart Doorbells.
  - 2.11 If you lose your keys, you are responsible for arranging a lock change at your own cost.
  - 2.12 Decoration and cleanliness to the inside of your home.
  - 2.13 If we need you to leave your home temporarily so that we can do work safely, you must leave for as long as necessary so we can do the work.
  - 2.14 We may charge you if you do not comply with any terms of this condition.
  - 2.15 It is advised that tenants obtain their own home contents insurance.

2.16 Please refer to the Council's repairs and maintenance policy for further information.

3. You must report repairs that we are responsible for as soon as possible.
4. When you ask for a repair and we agree to do it, we will contact you by text message or by your preferred method of contact to confirm the repair and to tell you when we will carry it out.
5. You must not alter or improve your home unless we have given you written permission.
6. You must not remove any items we own from your home, or from any other property we own, without our written permission.
7. We will paint the outside of your home and communal areas in line with the Council's repairs and maintenance policy.
8. Following a mutual exchange with another tenant, you will be responsible for the decoration that the previous tenant has left. We will repair any damage caused by the previous tenant and charge them for it. **You will also be responsible for any improvements or alterations that the previous tenant did, unless we agree to be responsible for them. Introductory tenants do not have the right for a mutual exchange. You get this right if you become a secure tenant.**
9. Any officers or contractors who call at your home in relation to repairs or other housing matters must carry identity cards.
10. During repair work, we will try to cause as little damage as possible to your decorations. However, if we do cause any damage during repair work (if that repair work was not your fault), you may be entitled to an allowance to redecorate.
11. We will make sure we have removed our rubbish, building materials and equipment from your home after we have finished the repair work.
12. We will repair all entrances, halls, stairways, lifts, rubbish chutes, lighting and other common parts of all blocks of flats and maisonettes.
13. Under Section 96 of the Housing Act 1985 we will pay compensation for certain repairs if we do not do them within a certain time, depending on certain conditions. Your Housing Management Officer can give you more details.
14. Under Section 97 of the Housing Act 1985, you have a right to carry out your own alterations or improvements, but you must get written permission from Homes and Neighbourhoods (see clause 5 above). You may also get compensation for this work when you end your tenancy. **Introductory tenants do not have this right. You get this right if you become a secure tenant.**

## Explanatory notes: repairs

- You are responsible for decorating the inside of your home. This includes repairing minor cracks in plaster work and preparing surfaces so they can be painted or papered.

- You are also responsible for: changing locks if you lose your keys; replacing lost or broken keys; keeping grates, grids, drains, gullies, toilets, baths, sinks, shower heads, and waste outlets clean; taking care not to cause blockages.
- You are also responsible for; buying curtain rails and light bulbs; taking reasonable care to make sure that your pipes do not freeze; providing your own tv aerial, unless there is a shared aerial; replacing missing plugs in sinks and wash basins, and toilet seats.
- You must report any vandalism or criminal damage caused by other people to your home to your housing office otherwise we may charge you for any repair work.
- You are responsible for taking out your own insurance to cover damage to your belongings and decorations and any third-party liability if there is a fire, flood or other accident. We can help you arrange home insurance cover. For more details about our approved insurance scheme, please contact your Housing Management Officer.
- We will insure the structure of the building as well as our fixtures and fittings.
- We will not insure for deliberate or accidental damage that you or your family cause.
- If we damage your belongings while we are carrying out repairs, please get advice from your Housing Management Officer.

## 8.3 Section 3: Access

1. You will allow our staff, our agents or contractors access to your home where there are repair issues and any potential health and safety concerns. You will allow access for an annual home visit to be undertaken. We will in all circumstances (except in an emergency) give reasonable notice of our requirement for access. Reasonable notice will be a minimum of 24 hours' notice.
2. This includes where we wish to inspect the property or any installations including but not limited to smoke alarms, sprinkler systems, gas servicing, electrical safety checks, carbon monoxide alarms, Legionella tests, damp, mould and condensation or other matters as prescribed by the landlord and carry out any required servicing and associated works.
3. Notice of our requirement to access the property can be through a range of media via a text message, voice mail, e-mail, social media notification or a letter. If you have notified us of your preferred media, we will use this. Otherwise, it will be at the landlord's discretion. We will use the contact details you have provided us with, and it is important that you keep us updated with any changes.
4. In emergencies if access is needed it means that notice may not be given, and your home may be entered even if you are not there.
5. If access is unreasonably denied, the Council may use reasonable force to gain entry to your home without giving you any notice.
6. You may be recharged for any damage resulting from forced entry.

7. You are responsible to allow access for works and we will require access to the property to inspect and then carry out any works to discharge our repair and improvement obligations including but not exclusively:
  - The Housing Regulator's Consumer Standards including the decent homes standards and requirements under the Housing Health and Safety rating system.
  - The Health and Housing section 11 of the Landlord and Tenant Act 1985.
  - Any improvement works to your home and/or other repair, or improvement works as required over time.

## Explanatory notes – access

- a. We need to check your gas, electric appliances regularly, we also need to check any fire safety equipment to make sure they are safe. We may be prosecuted if we do not do this. You could put lives at risk if you do not let us into your home.
- b. We may need to force entry without giving you notice if, for example, there is a water burst, a gas leak or an electrical fault which may put people in danger, or which would cause more damage to the property, if we did not repair it. In these circumstances, we will try to contact you or your relatives, if possible, before we force entry.
- c. We have a right to move you from your home, either temporarily or permanently, if this is necessary because the property needs major repair work, demolishing or redeveloping. Under these circumstances, we will usually offer you other accommodation, compensation and help with moving costs.

## 8.4 Section 4: Using your home and keeping you safe

1. You must use the property as your only or principal (main) home and use it in a responsible way.
2. You must only use the property to live in and not for any business or other purpose, unless we, as your landlord, have given you permission in writing.
3. The Council does not support tenants in taking in lodgers or sub-letting part of your home however under Section 93 of the Housing Act 1985, if you are a secure tenant, you have a right to take in lodgers, but you must not allow your home to become overcrowded (**Introductory tenants do not have this right. You get this right if you become a secure tenant**):
  - If you are a secure tenant and want to sub-let part of your home, you must get prior written permission from the Council.
  - You must not sub-let the whole of your home.

- The Council will not give permission for more than the permitted number of persons to live there as allowed under the Council's Allocations Policy for the type and size of your home.
  - You must not advertise the whole of your home as available to occupy or rent.
  - The Council will prosecute any tenant who parts with the possession of or sub-lets the whole of their home under the Prevention of Social Housing Fraud Act 2013. The Council may also seek an unlawful profit order in such cases.
  - The Council will seek possession of your home if you have sublet the whole of your home.
  - You must notify any relevant authority that administers any welfare benefits you are claiming.
  - You are responsible for making a lodger leave if you want to end the arrangement.
  - You must not assign (or sign over) your tenancy without our permission, in writing.
4. You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your home. You must not keep any such item in any common areas.
  5. If you or any member of your household wish to keep mobility aid such as a mobility scooter or motorised wheelchair you must get prior written permission from the Council. If you do not get written permission for the mobility aid you may be required to remove it. Please see the Council's mobility scooter policy for more information.
  6. You must take adequate care and precautions when storing, charging or using E scooters, E bikes, mobility scooters, or other mobility aids to ensure that damage does not occur to your home. This includes removing batteries when charging.
  7. You must not keep or charge mobility aids such as mobility scooters or motorised wheelchairs in any common area.
  8. You must not let waste or other materials build up which may cause a fire or attract vermin.
  9. You must not store bottled gas, petrol, paraffin or other flammable or explosive substances in your home or on any land nearby except for a limited amount of such material which is reasonable for domestic use.
  10. You must keep your home clean, free from pests and in reasonable condition.
  11. You must not allow an accumulation of personal property or rubbish or other items to prevent access, cause structural damage or deterioration to the property or any common areas or to pose an environmental health risk or a health and safety risk to any person lawfully at your home or to cause a nuisance to neighbouring residents.
  12. You or any member of your household or visitor to your home must not dump rubbish, waste items, or fly tip.
  13. You must wipe down any water that has formed on windows, sills, walls and doors to

help prevent condensation, damp and mould from forming in the property.

14. You must make sure your garden is kept cultivated, neat, tidy, and free from rubbish, pests, weeds and animal waste or faeces. For example: lawns must be cut and trees, shrubs and hedges kept trimmed.
15. Trees, shrubs and hedges must be kept from overgrowing or overhanging into neighbouring properties or into public areas to cause a nuisance.
16. You must make sure that you keep any outbuilding, yard or garden clear and free from rubbish.
17. You must make sure that you keep your home and outbuildings secure from intruders.
18. You must not change the boundary of your home without our written permission.
19. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our written permission.
20. If you undertake work without written permission, you may need to reinstate boundaries or structures to the original condition.
21. Legal action may be taken if you do not adhere to these conditions, and you could be at risk of losing your home. You must remove any structure at the end of the tenancy, unless we agree, in writing, that it can stay.
22. You must not throw anything out of the windows or from balconies of either your home or communal area.
23. You or any member of your household or visitor must not interfere with security or safety equipment in any Council property or communal areas.
24. This includes (but is not limited to) fire-fighting equipment, fire alarms, smoke detector, security systems or similar safety or security device.
25. You must not allow any fire door or security door to be propped open.
26. You must not damage any walls that have been compartmentalised to prevent the spread of fire.
27. Any devices that have been installed to remove condensation from your home such as ventilation bricks or extractor fans, must not be removed or blocked up.
28. **District Heating** - If your home is connected to our District Heating System then:
  - 28.1 We will supply heat and/or hot water to your home on our standard terms for the supply of heat and/or hot water (as varied or changed from time to time).
  - 28.2 You will accept this supply of heat and/or hot water to your home on our standard terms (as varied or changed from time to time).
  - 28.3 Your Housing Management Officer will provide you with information about the District Heating scheme and charges.

- 28.4 You agree that you will pay for this supply of heat and/or hot water to your home on those standard terms (as varied or changed from time to time).
- 28.5 You must not tamper with any part of a District Heating system (including any meters, pre-payment controllers or cards).
- 28.6 If you do you will be charged for any repairs to reinstate the equipment, and legal action could be taken against your tenancy. If there is criminal damage a report will also be made to the police.
- 28.7 If the property is individually metered, you must pay for all the heat which is supplied to your home along with the weekly standing charges.

## Explanatory Notes – Using your home and keeping you safe

- a. You must use the property as your only or principal (main) home. For security and maintenance reasons, you should tell your housing office, preferably in writing, if you will be away from your home for more than a month.
- b. You must only use the property to live in and not for any business or other purpose, unless we have given you permission in writing.
- c. Under Section 93 of the Housing Act 1985, you have a right to take in lodgers, but you must not allow your home to become overcrowded. A lodger is someone who lives with you, but is not one of your family, and who pays you for his or her keep. Information about the number of people allowed to live in your home can be found in Kirklees Council's, Allocations Policy.
- d. You must not keep any moped, motorbike or similar vehicle, inside your home or communal area.
- e. You must keep your home clean and tidy and make sure the inside your home is in a good condition.
- f. You must make sure that you keep any outbuilding, yard or garden clean and free from rubbish. You must cultivate and look after the garden and keep any trees, bushes, hedges or grass at a reasonable size or height.
- g. You must make sure that you keep your home and outbuildings secure from intruders.
- h. You must not allow any of the boundaries of the property, or any land that is let with it, to be changed.
- i. You must not put any structure (shed, garage, greenhouse or something similar) on any land that is let with your home without our permission, in writing. You must remove any structure at the end of the tenancy, unless we agree, in writing, that it can stay.
- j. You must make sure that nothing is thrown, dropped or allowed to fall from any window or balcony or any part of the outside of the building.
- k. You must not allow any fire-fighting equipment, any compartmentation of the property that prevents the spread of fire, fire alarms, smoke detector, security system or similar safety or security device we have installed to be interfered with or removed at any time. You must not allow any fire door or security door to be propped open.

1. You must not tamper with or remove any specialist adaptations that have been installed to support you, or a member of your household.

## **8.5 Section 5: Anti-social behaviour (ASB)**

1. Please refer to the Council's ASB policy incorporating noise nuisance and hate crime.
2. You, your household and visitors must not do anything which is illegal, dangerous or which would cause nuisance, annoyance, harassment, alarm or distress to other people.
3. This condition applies within the boundary of and in the locality of your home.
4. You, your household and visitors must not cause nuisance or annoyance, harassment, alarm or distress towards any person employed in connection with the exercise of our housing management functions.
5. You, your household and visitors must make sure that no-one entering or leaving your home makes a noise which might cause a disturbance.
6. You, your household and visitors must make sure that you do not use any musical or audio equipment, TV, washing machine, power tool or other domestic appliance in a way that might disturb the neighbours.
7. The Council will investigate both statutory and non-statutory noise nuisance in line with relevant legislation.
8. If there is evidence or the likelihood that you, your household and visitors are involved in anything illegal, dangerous or which would cause nuisance, annoyance, harassment, alarm or distress to other people or the community. Kirklees Council will utilise its tools and powers to tackle anti-social behaviour, and you could lose your home.
9. If we are aware of Domestic Abuse against you or a member of your family, we will notify the Police and any relevant Council services.
10. We will consider action against the perpetrator in every case reported, to protect the household and the wider community.
11. If you experience anti-social behaviour, you must report it to us, and we will decide if we are able to investigate. Support and advice will be provided to you.

## **Explanatory notes – Anti-Social Behaviour (ASB)**

- a. You are expected to be considerate and respectful towards your neighbours, your community and to our staff.
- b. You are also responsible for the behaviour of people who live with or visit you (this includes your partner, children, friends and family).

- c. You must not commit criminal offences in or around your home. Examples of behaviour which would breach this condition: excessive noise, verbal abuse, threatening or violent behaviour, harassment/hate crime, drug use, supply or cultivation, storing stolen property in your home. If you breach these conditions, you could face legal action including eviction.
- d. You should contact us if you are experiencing problems with your neighbours or suffering anti-social behaviour in your area.
- e. If you are the victim of or witness to a crime you should report this to the Police on 101 (or 999 in an emergency).
- f. Absolute ground for possession. We can evict you with the court's permission if anti-social behaviour or criminality has been proved by another court, for example by a conviction, breach of injunction, or closure order.
- g. We must give you notice that we intend to apply to court, and you will have the right to request a review of our decision. The court does not have to be satisfied that it is reasonable, only that the conviction or other court order is proved.

## 8.6 Section 6: Flats, maisonettes and shared areas

1. As the tenant of a flat or maisonette you must use the rubbish chute, or refuse bins provided for normal household refuse only. Do not try to force large items down the rubbish chutes or leave them in the communal areas or outside the block.
2. You must make proper arrangements to dispose of special medical waste such as needles, syringes or sanitary items. Any such items must not be disposed of in rubbish chutes or normal refuse bins.
3. Do not throw any dangerous items down a rubbish chute or into refuse bins.
4. You must not use bottled gas or paraffin heaters if you live in a block of flats, bed-sits, or maisonettes.
5. You must not keep a dog or cats if you live in a flat or maisonette without first obtaining the Council's written consent. You should refer to the Council's Pet Policy on the Council's website before you ask for permission.
6. You must keep all communal areas, balconies and alleyways free from items and clutter. Such items include (but not limited to) animal faeces, debris, mobility scooters, e-scooters bikes, plants and other items as referred to in Kirklees Council's Clear and Safe Policy.
7. You must share responsibility with your neighbours for cleaning any shared corridors, stairs, landings or entrance halls.
8. If when asked, you fail to remove items you own from the communal areas they will be removed, and you will be re-charged for any costs associated with this.

9. You must take all reasonable steps to ensure that you, your visitors and those residing with you do not cause any health and safety hazard.
10. You, your household or visitors must not interfere or damage anything in the communal areas and or, anything provided for health or safety purposes, this includes (but is not limited to) smoke detectors, fire alarm systems, fire extinguishers, dry or wet risers, fire doors or door closers, emergency lighting, CCTV, door entry or sprinkler systems. You must ensure fire doors are not wedged open.
11. You must not place items on your balcony that are dangerous or could cause nuisance to others.
12. You must not chain or tether your pet on balconies or in communal areas.
13. You must not allow your pet to deposit faeces on your balcony or in communal areas.
14. You must not throw anything out of the windows or from balconies of either your home or a communal area.
15. You must not smoke in enclosed communal areas e.g. enclosed corridors, stairwells, lifts and enclosed entrance areas.
16. You must not park vehicles where they will prevent access for emergency services vehicles or obstruct hatched areas marked 'keep clear' communal areas or access to driveways.

## **Explanatory notes - flats, maisonettes and shared areas**

- a. You must not allow any shared area (including any stairway, passageway, corridor, lift, drive, path, or road) to be obstructed at any time.
- b. You must not store anything in any communal area.
- c. You must not prop fire doors and security doors open.
- d. At your sign up you will have been given information about our 'Clear and Safe' Communal Area Policy, please ensure that you read this and if you have any questions contact your Housing Management Officer on 01484 414886.
- e. If there are rubbish chutes in flats, bed-sit or maisonette blocks, you must only use these for small amounts of rubbish.
- f. You must not use bottled gas or paraffin heaters if you live in a block of flats, bedsits, or maisonettes with three or more storeys.
- g. We expect residents within a block to work together to ensure that the communal areas are clean and kept to an acceptable standard.

- h. Your Housing Management Officer will be able to provide you with further information about the cleaning of communal areas.

## 8.7 Section 7: Animals

1. You or any member of your household or visitor(s) must not keep or allow any animal in your home unless this is permitted by the Council's Pet Policy, and you have prior written permission from the Council. Permission will not be given to keep or allow certain types of animals.
2. Any animal at your home must not cause or be likely to cause a nuisance, annoyance or disturbance to neighbours or others lawfully in the locality of your home as set out in the Pet Policy. Examples of this include, but are not limited to, fouling in common areas, straying, barking or causing other noise, creating an offensive smell, harming people or other animals, or animal waste not being cleared.
3. You must keep the number of pets at or below the permitted number of cats and/or dogs allowed by the Pet policy or the reasonable number of other pets agreed in writing by the Council.
4. Where permission is given, this is on condition (as set out in the Pet Policy) that pets are neutered and micro-chipped, unless otherwise agreed in writing by the Council.
5. You or any member of your household or visitors are not permitted to allow the breeding of any animals in your home, running a business breeding animals, advertising, or selling animals in or from your home.
6. You or any member of your household are not permitted to use any animals for fighting or other unlawful purposes.
7. Dogs and other pets are not permitted to enter, visit or live in blocks above 6 storey and above accommodation other than an animal recognised as an official support companion or dog and where written permission has been given by the Council.
8. Dogs listed under the Dangerous Dogs Act 1991 (as amended) will not be permitted at your home unless the dog has a valid Certificate of Exemption.
9. Dogs must be accompanied by you or a responsible adult and kept on a lead when in common areas.
10. You must not tether or chain any animal while leaving them unattended or allow them to be chained or tethered in communal areas.
11. You must not allow dogs to stray, and you must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) relating to dogs that may be in force.

12. You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the Council or other lawful visitor to your home, gaining access to your home and that all animals are kept under control to allow such access.
13. In cases of cruelty to animals or where there is a breach of this tenancy agreement or the Council's Pets Policy, the Council may revoke your permission to keep a pet and give you written notice requiring you to remove any animals from your home. This will include requiring proof that you have rehomed your animal responsibly. The Council may also share information with animal welfare charities, the Police and/or the Dog Warden service for example where concerns are raised about animal welfare, neglect or abuse.
14. You or any member of your household must not leave any animal in your home without proper arrangements being made for its care or welfare when you are away from your home. You or any member of your household must not leave any animal in your home when you move out of your home.
15. You also agree that in cases where it appears that an animal has been left in the property without proper arrangements being made for its care or welfare, or when it appears that you have left an animal in the property once you have moved out, then the Council may gain entry to your home using the Council's emergency access provisions.
16. You must not keep or tether horses on any Council owned land or on any land in the locality of your home without the express written permission of the landowners.

## Explanatory notes – animals

- a. We do not want to stop you keeping animals, but you must make sure that they do not cause a nuisance.
- b. You must ensure that your pets are looked after, and you must clean up after them.
- c. If we are aware that an animal in your care is being mistreated this will be reported to the RSPCA, or Police.
- d. If new tenants want to have a pet in their property, permission must be obtained in line with the Council's Pet Policy. Please ask your Housing Management Officer for a copy of this.

## 8.8 Section 8: vehicles and parking

1. You or any member of your household or visitors must park motor vehicles within the boundary of your home on a Council approved hardstanding (a driveway or paved area intended for parking) or if appropriate using on-street parking.
2. Prior written permission must be sought from the Council before parking a trailer, caravan or boat on a hardstanding.

3. Caravans, motor homes, trailers or boats must not be parked on the garden, driveway, paved area around your home or any communal areas without the Council's prior agreement in writing.
4. If the property has a designated resident's parking space, only you or any member of your household or visitors can park there. You must not rent or sell the parking space to anyone else. Where a property has a disabled space you and your legitimate visitors must only park there if you or your legitimate visitor hold a blue badge parking permit.
5. Parking spaces that are not designated, should be prioritised for residents and any members of their household.
6. You or any member of your household or visitors must not cause or allow an obstruction to any driveway, garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the locality of your home.
7. You or any member of your household must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, with bins or other items, by parking a vehicle, or by fencing off part of it.
8. You or any member of your household or visitors must not drive across a kerb to access the property unless it has been lowered with prior written permission and in accordance with the Council's regulations.
9. You or any member of your household or visitors must not park a vehicle or drive across grassed areas in or around the locality and you must pay the cost incurred by the Council for any works required to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.
10. If there are shared parking facilities for residents and their visitors, you must not park any untaxed or unroadworthy vehicles.
11. You must not park any lorry or large commercial vehicle(s), caravan, boat or trailer, in any parking spaces or any area that prevents other residents from parking near their home unless you have our permission, in writing.
12. You do not have the right to use one parking space as your own unless this has been designated for you by the Council.

## **Explanatory notes – vehicles and parking**

- a. We know that vehicles can cause many problems, and we hope the conditions above will reduce these problems as far as possible.

- b. If you have any difficulties involving vehicles that you are unable to sort out, you should discuss the situation with your Housing Management Officer to see if we can work out an acceptable solution.
- c. Please behave in a reasonable and neighbourly way if there are a limited number of parking spaces.
- d. You must ensure that your vehicle does not cause damage to grassed areas or is parked inconsiderately.
- e. Large commercial vehicles must not be parked outside or near your home.
- f. You need our permission, in writing, if you want to create a parking area in your garden.

## **8.9 Section 9: Leaving your home and ending the tenancy**

1. You must give four weeks' notice, in writing, to end the tenancy. The notice must end on a Monday.
2. You must allow the Council to complete an inspection of your home before you leave and, by appointment, permit the Council to show prospective tenants around your home.
3. At the end of the tenancy, if there is any damage to your home or if you have removed any item we own, you will have to pay for any repair or replacement and any other loss incurred.
4. You must leave the property, including any garden and outbuildings, in a clean and tidy condition, clear of all personal property, furniture and rubbish.
5. Any personal property left (including animals) will be removed and cleared by the Council and you must pay the costs incurred by the Council in clearing the property.
6. The council may dispose of the goods in accordance with the Torts (Interference with Goods) Act 1977 or the Local Government (Miscellaneous Provisions) Act 1982 and you may be charged for the reasonable cost of disposal.
7. You agree that the Council can enter the property (whether you have been away from home for 28 days or more) where it reasonably appears that you have abandoned the property.
8. You also agree that if, following inspection of the property, it still appears to the Council that you have abandoned the property, the council may change the locks and take any other appropriate steps to protect the property we dispose of all personal property found in the property.

9. The Council may dispose of the goods in accordance with the Torts (Interference with Goods) Act 1977 or the Local Government (Miscellaneous Provisions) Act 1982 and you may be charged for the reasonable cost of disposal.
10. We can end a secure tenancy with a court order, but if a secure tenancy no longer exists because, for example, you have stopped using the property as your only or principal (main) home, we may end the tenancy by giving you 28 days' notice to quit.
11. If one of two joint tenants dies, the tenancy automatically passes to the survivor. This is a succession.
12. This provision only applies where the deceased tenant was not a successor.
13. **Introductory Tenants** - If you are an Introductory Tenant your succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general, this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to:
  - Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death.
  - If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout the 12 months immediately before your death.
14. **Sole Secure Tenants where tenancy started before 1 April 2012** - If you are a secure tenant and your tenancy started before 1 April 2012 then the succession rights are that on your death your tenancy may pass to: Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death.
  - 14.1 If there is no such occupier, a family member if s/he occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.
15. Tenancies starting on or after 1 April 2012- the right to succeed to the tenancy is limited to your spouse or civil partner, if they have lived with you for at least 12 months, it is their only or principal home, and you have not succeeded to the tenancy.
16. **Joint tenants – Introductory and Secure** - If you are a joint tenant then your tenancy will pass to the other joint tenant upon your death, and this will count as a succession. In all cases of succession, the definition of family member is that set out in the Housing Act 1985.
  - 16.1 In all cases there can only be one succession, and succession is limited to where there has been no previous succession or assignment.
  - 16.2 In all cases of succession, when the tenancy passes to a member of your family (other than your spouse, civil partner or person living with you as spouse or civil

partner) and the home is larger than they need the Council may apply for possession of the property.

- 16.3 We will usually offer them a suitable alternative property. If they do not accept that offer, we have the right to ask the Court to give us possession of the property.
  - 16.4 Where there is more than one person living in the property at the time of your death who may be entitled to succeed under the criteria in the Housing Act 1985, or under the express terms of this tenancy agreement, your spouse, civil partner (or person living with you as if you were spouse or civil partner) will have priority over other family members as set out in the Housing Act 1985.
  - 16.5 Where more than one family member is entitled to succeed then they should agree who will succeed and if they do not agree then the Council will decide who will succeed.
  - 16.6 Where the right of succession has been used up then the Council may agree to grant a new tenancy to the remaining occupant; however, this is not an automatic right and will be considered on a case-by-case basis under the Council's policies applicable at the time.
17. **Assignment** - Introductory and secure tenants have the right to pass their tenancy to another person (called an assignment). Certain conditions apply to this right. Generally, you can only pass your tenancy in this way to someone who would have the right to take over your tenancy under succession if you died. You cannot assign the tenancy in this way if there has already been a succession or an assignment.
  18. **Mutual exchange** - If you are a secure tenant, you may have the right to swap your home (called a Mutual Exchange) with another tenant of the Council, a housing association or another local Council, but you must get the Council's written permission first and the written permission of any other landlord authority.
    - 18.1 The Council can only refuse permission or impose conditions on an exchange for the reasons set out in the Housing Act 1985.
    - 18.2 If you exchange your home without the Council's written permission, we may take legal action to evict you. You may not be able to return to your original property and may not be offered alternative housing.
  19. **Right to Buy** - In certain circumstances, you have the right to buy your home. You should contact the Council if you want to know more about your right to buy.

## Explanatory Notes - Leaving your home and ending the tenancy

- a. If you give us notice, you should do so on a Notice of Termination form, which you can get from your housing office, or complete it online on Kirklees Council's website.
- b. If you hand in your notice and then change your mind, we do not have to give you the tenancy back.

- c. If a tenancy is in joint names, both tenants should sign the Notice of Termination when they decide to leave. However, one joint tenant can give notice which binds the other, even without his or her permission. The law says that ending a tenancy in this way is valid against the other tenant if it is done properly. If you give us notice in this way, we do not have to re house either of the joint tenants, although we may do so in special circumstances.
- d. We will need to inspect your home before you leave. This will be arranged during the notice period. This may include bringing possible new tenants to look at your home.
- e. If we cannot get into your home after your notice has ended, either because you have not returned the keys or have not left the property empty, we may claim compensation for any loss we suffer.
- f. If you have difficulty moving items of furniture or rubbish when you leave, please contact your Housing Management Officer for advice. The Council has a scheme for removing bulky household items.
- g. When you end your tenancy, you must not leave anything behind, including rubbish, unless you have agreed to with your housing office. If you leave anything inside or outside your home we will charge you for removing this.
- h. When you end your tenancy, you must pay for repairing any damage which you, or anyone in your household, has caused deliberately or by neglect. You will not have to pay for normal wear and tear.
- i. If we have to carry out work which we can charge you for and which we must do before we can re-let the property, we may charge you for the lost rent while we are doing this work.
- j. If someone, other than your husband or wife, takes over a tenancy when you die and the home is bigger than they need, we may have the right to move them to more suitable accommodation. This also applies if the property was specially adapted for a disabled person who no longer lives there.

## 8.10 Section 10: Information, consultation and participation

1. Kirklees Council, collects, holds and processes a considerable amount of information, including personal information about the tenants and residents it serves, to allow it to provide services effectively the Council recognises that this information is important to tenants and residents and that it is responsible to tenants and residents for the information it holds about them. As such, it takes seriously its responsibilities under the General Data Protection Regulation and the Data Protection Act 2018.
2. Kirklees Council is the processor for the information which it collects holds and processes. This means that the Council must look after all the personal information which it collects and uses and make sure that this is done so proportionately correctly and safely.
3. Kirklees Council collects and processes personal information to allow it to allocate homes and to manage and improve its services. This may involve sharing your personal data

with other organisations that are contracted to carry out services on its behalf. This includes services to you such as repairs but also services to the Council such as fraud detection provided by credit reference agencies and the police. It also includes other services provided by organisations such as the police and the fire.

4. These organisations are obliged to keep your personal information safe and secure. The Council may pass on certain personal information to other organisations (such as local authorities, the courts, or the police) where this is requested or the Council has a legal requirement to do so such as during a criminal investigation, a court case or to report on benefit fraud.
5. We do not have to consult you individually about changes in the rent or service charge, but we will tell you in writing at least four weeks before we make any change.
6. The Council will consult you on important matters to do with managing and maintaining your home before changing any part of this Tenancy Agreement (other than for rent). The Council will ask for your opinions and take them into account before deciding to make any changes.
7. If the Council decides to go ahead with changes to your Tenancy Agreement, you will be given four weeks' notice in writing.
8. The Council will use whatever platform of consultation it considers appropriate, so you can provide feedback on any proposed changes.
9. We will consult tenant and resident representatives about our services, or any proposed changes to those services.
10. We will also share our performance with you. It is important that your voice is heard, and tenants are encouraged to join a recognised tenants' and residents' association (TRA) or our Tenant Led Panel (TLP), get in touch to see if you can get involved in another way.
11. To find out about our 'Tenant Voice Strategy' it can be found on the Kirklees Council's website.
12. We will consult tenant and resident representatives about our services, any proposed changes to those services and our performance, so we encourage you to join a recognised tenants' and residents' association (TRA) or get involved in another way to get your voice heard.
13. We will carry out a customer satisfaction survey twice a year and feedback to you on the results of these surveys.
14. Under Sections 102 and 103 of the Housing Act 1985, we may change the terms of your Tenancy Agreement.
15. Apart from changes in rent or service charges, we will always consult you before we take any action to make such changes.
16. Consultation may take place across a range of platforms including, social media, in

writing, or face to face.

## 8.11 Section 11: Notices

1. Any notice will be properly served on us (the Council) if you send it by first-class post to:

Homes and Neighbourhoods,

Kirklees Council

PO Box 1720

HUDDERSFIELD

HD1 9EL

Any notice will be properly served on you (the Tenant) if we deliver it or send it by first-class post to your home

## 8.12 Section 12: Tenancy Fraud

1. Tenancy fraud is when people are living in our homes without the right to do so. It is against the law and a breach of your tenancy agreement. It also denies homes to those most in need. The different types of tenancy fraud are:
  - Obtaining housing by deception - where a person gets a home by giving false information on their housing application.
  - Unlawful subletting - where a tenant rents out their home without our knowledge or permission.
  - Wrongly claimed succession - where a resident dies and someone without entitlement tries to take over or succeed the tenancy.
  - False Right to Buy - where a tenant gives false information in a Right to Buy application.
  - Key selling - where a resident is paid to pass on their keys in return for a one-off payment.
  - Unlawful assignment - where a resident stops using their tenancy as their main home and allows another person to live there without our permission.
2. We carry out regular tenancy checks to make sure that the right people are living in our properties, this could be with or without notice.
3. We work with other social landlords and statutory agencies to detect fraud.
4. If there is evidence that you have committed any type of Tenancy Fraud, Legal action will be taken, and you could lose your tenancy.

5. You may also be subject to criminal proceedings.

## Reporting fraud

6. If you suspect a property is being used fraudulently ie: you think someone in your area may be subletting their home or living elsewhere, please report this to us. Any information you give us will be treated in confidence and your identity will be protected.

## 8.13 Section 13: Special conditions to be completed where applicable

The following conditions also apply to this tenancy:

- There are no extra conditions on the date of this agreement.

or

- You and we agree that a condition of this tenancy agreement is that:

## Further information

If you have any questions about your tenancy, or if you would like more information about the rights and obligations of secure/introductory tenants and their landlords, please ask your Housing Management Officer.

You can also get information from solicitors or advice centers such as the Citizen's Advice Bureau or Fusion Housing.