



**Doncaster**  
Metropolitan Borough Council



# Secure Tenancy Agreement 2010

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This document is a Secure Weekly Tenancy Agreement  
Between

**DONCASTER METROPOLITAN BOROUGH COUNCIL**  
(The Council)

And

**THE TENANT OR JOINT TENANTS**  
(Whose signature(s) appears on this agreement)

Section one of this tenancy agreement relates to introductory tenants only.

Sections two to eight relates to both introductory and secure tenants unless otherwise stated.

## **SECTION ONE**

### **INTRODUCTORY TENANCIES**

#### **SECTION ONE**

There are two kinds of tenancy:

- Introductory tenancy
- Secure tenancy

On the signing page we tell you whether your tenancy is an introductory or a secure tenancy.

If it is an introductory tenancy, we will tell you the date when it will become a secure tenancy once the trial period has ended.

#### **Introductory Tenants only**

**1.1** You will start your tenancy as an introductory tenant unless, immediately before the tenancy starts, you are already a secure tenant or an assured tenant of a registered social landlord.

**1.2** Your introductory tenancy will last for one year, which is called 'the trial period'. At the end of the trial period, your tenancy will automatically become a secure tenancy. If you break any of the conditions in your Tenancy Agreement whilst in the 'trial period' we may apply to the County Court for an order for the possession of your property. The County Court will then set a date for when you have to leave. (There are some special circumstances set out in section 125(5) of the Housing Act 1996, in which your introductory tenancy could come to an end before one year but you would still be a tenant of the property).

**1.3** As an introductory tenant you do not have security of tenure (which means that we have the right to apply for a possession order from the court). We can obtain possession of your property by giving you a written notice of our intention to seek possession. The notice will set out our reasons for wanting possession of your property and it will give a date after which we may apply to court. However, you have a right to a review of the decision to get possession and if you do it will be completed before the date in the notice.

**1.4** If you break the conditions of your introductory tenancy we may serve you with a notice to extend your 'trial period' for an additional six months.

**1.5 (a)** By law, during your introductory tenancy you do not have the same rights as a 'secure tenant'.

You cannot:

- apply for the Right to Buy or have the right to acquire your home
- apply to do a mutual exchange
- take in lodgers
- make any improvements
- claim compensation for improvements
- assign (which means to transfer) the tenancy to another person
- sublet your property
- transfer to another property

**1.5 (b)** In certain circumstances, we may let you:

- take in a lodger
- improve your property
- assign (which means to transfer) the tenancy to another person
- transfer to another council property
- exchange your home

**1.6** To carry out any of the conditions listed in section 1.5 (b) you must first get our permission in writing. We may refuse permission if you do not meet certain conditions or we may include conditions in our written response. If you do any of the things mentioned in condition section 1.5 (b), either without asking our permission or when we have refused permission, or if you break any condition included as part of our permissions agreement, we may take steps to get possession of your property from you.

**1.7** Only the people you told us about at the time you applied for this property can live with you while you remain an introductory tenant. Although you must have our permission to take in a lodger, you do not need our permission when someone comes to live with you if you do not intend them to live with you for more than four weeks. If you intend them to live with you for more than four weeks you must ask for our permission, which is at the landlord's discretion. If, at any time, you are not sure how long they will live with you, you should get our permission immediately.

## 2.1 General Obligation

You must ensure that all of the obligations described in this Tenancy Agreement are adhered to. Failure to abide by these obligations could result in St. Leger Homes of Doncaster taking the appropriate legal action, which could result in you losing your home.

## 2.2 Rent

Your rent may be increased or decreased from time to time – usually once a year. You will be advised in writing at least four weeks before any change.

**Your rent is calculated in accordance with the Government's Social Housing Rents Scheme, and the details of how your rent is calculated will be provided to you at the commencement of the tenancy agreement and where any subsequent rent increase occurs.**

If you receive additional services from the Council or from another provider, charges may be made in accordance with the policy of the Council. Such charges will be notified to you at the commencement of the service being available to you and any increase in such charges will be subject to four weeks' notice in accordance with statute.

Your Tenancy will commence on the day you sign your Tenancy Agreement. Your rent is due every Monday for the week to come. Your first rent payment is due at the start of your tenancy.

**2.2(a) You must** pay your rent. It must be paid on time. Your rent is due every week but you can pay in advance if you prefer. There are occasional 'rent free' weeks when no rent is due (**although tenant's who are in rent arrears must continue to pay on these weeks.**)

**2.2(b)** If you **do not** pay your rent, or pay it persistently late without a good and valid reason, St. Leger Homes of Doncaster will commence legal action which could result in eviction from your home.

**2.2(c)** If you are **joint tenants** you are each responsible for all the rent and for any rent arrears. St. Leger Homes of Doncaster can recover all rent arrears owed for your home from either of the joint tenants. So if one joint tenant leaves, they will still be liable for the weekly rent and any arrears that may accrue even though they are not living at the property. The only exception to this is if either party is removed from the household due to a Court Order awarded through the Family Court.

**2.2 (d)** Where your property is designated as sheltered accommodation it is a condition of occupying the property that you will pay the support service charge for the property concerned. You will be notified of this at the time you sign your Tenancy Agreement. (These charges are subject to an annual increase).

### ***2.3 Nuisance, Harassment, Anti-social Behaviour, Hate Crime, Domestic Violence and Unlawful Activities***

It is your responsibility to make sure that every person living in or visiting your property does not do anything which is likely to cause nuisance to, harass, annoy, or distress any person who either lives in or has lawful business in the neighbourhood for any reason.

**You, your friends, relatives and any other person living in or visiting the property:**

**2.3(a) Must not** act in any way which causes, or is likely to cause nuisance, alarm or distress to any person, or act in any way which is anti-social.

**2.3(b) Must not** harass or discriminate against anyone because of their gender, race, religion, sexuality, disability or age. You must not threaten to harass, use or threaten to use violence to anyone in the neighbourhood, or incite others to do so. Examples of harassment include but are not limited to:

- Racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another persons' home or possessions, writing threatening, abusive or insulting graffiti, letters or emails, doing anything that interferes with the peace, comfort, convenience and enjoyment of others.

**2.3(c) Must not** inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or any other member of your family or household.

**2.3(d) Must not** subject St. Leger Homes of Doncaster staff, Council employees, appointed contractors, agents or elected Councillors to any physical or verbal abuse (including telephone calls, texts, emails and letters), or incite others to do so. This includes any actual or threatened assault, attack, act of violence, aggression or preventing them from leaving the property when they wish to do so.

**2.3(e)** Must not use the property or permit the property including any communal areas to be used for any criminal, illegal, unlawful or immoral purposes, including but not limited to:

- Selling or conspiring to sell, using, storing, manufacturing or cultivating illegal drugs or other illegal substances.
- Storing, handling or selling stolen goods including the sale of alcohol and cigarettes to under age people.
- Keeping illegal or unlicensed firearms or weapons within the property.
- Prostitution or soliciting.

**2.3(f) Must not** engage in activities which are unlawful.

**2.3(g) Must not** wilfully damage or vandalise any land or property owned by the Council and/or managed by St. Leger Homes of Doncaster or incite others to do so.

**2.3(h) Must not** repair cars or vehicles or park un-roadworthy vehicles on any part of the property, land around your home, communal path, parking area, garage site or land owned by the Council and managed by St Leger Homes of Doncaster which causes nuisance, inconvenience or looks unsightly.

**2.3(i) Must not** use any part of the property, land around your home, the road, communal path, parking area or garage site or land owned by the Council and managed by St. Leger Homes of Doncaster to store, load or unload scrap metal or to strip down vehicles.

**2.3(j) Must** not cause any noise, which constitutes a statutory nuisance to any other person that is deemed unreasonable in the opinion of St. Leger Homes of Doncaster.

Noise can include but is not limited to:

- Music
- DIY noise
- Door slamming
- Revving up vehicles and motorbikes
- Shouting and screaming
- Dogs barking persistently

**Please remember sound can easily travel and because of this it is particularly important to give consideration to your neighbours.**

#### **2.4. Use of Premises**

**2.4(a) You must** occupy the property as your only or **principal** home and you must inform St. Leger Homes of Doncaster in writing of any absence of longer than six weeks. This includes but is not limited to any term of imprisonment, holiday, hospitalisation and giving or receiving care. You will need to provide St. Leger Homes of Doncaster with the following information in writing to your local area office:

- Your intended date of departure
- Your intended date of return
- The arrangements you have made to pay the rent and care for the property
- The address and phone number where you can be contacted whilst you are away

**You, your friends, relatives and any other person living in or visiting the property:**

**2.4(b) Must not** run a business or trade from your home without the prior written consent of St. Leger Homes of Doncaster. Permission will not be unreasonably withheld but if the business or trade causes a nuisance, permission can be withdrawn.

**CONDITIONS 2.4 (c), 2.4 (d) APPLY TO SECURE TENANTS ONLY**

**2.4(c) Must not** assign (which means to transfer to another person) the property without the prior written consent of St. Leger Homes of Doncaster. Permission will not be unreasonably withheld but will always be at the discretion of the landlord.

**2.4(d) Must not** exchange the property with another tenant or in any way part with possession of the property without the prior written consent of St. Leger Homes of Doncaster. Permission will not be unreasonably withheld.

**2.4(e) Must not** sublet your property or any part of the property.

**2.4(f) Must not** fit TV aerials, CB aerials, CCTV cameras or satellite dishes to maisonettes or flats and not fit satellite dishes to Council owned bungalows or houses without the prior written consent of St. Leger Homes of Doncaster. Approval will always be subject to the Council's planning policies being adhered to. Permission will not be unreasonably withheld.

**2.4(g) Must not** park any vehicle anywhere on your property except on a hard standing, driveway or paved area intended for parking. Where there is deemed to be a 'shared driveway' between two properties you may only use this as a means of access to a designated parking area. You must not park or store a vehicle on a 'shared drive' and access must be made available at all times, unless under exceptional circumstances where St. Leger Homes of Doncaster has given written consent. Caravans, motor homes, heavy plant, boats and trailers must not be parked in the garden, driveway, paved area around your home or on any communal parking areas without the prior written consent of St. Leger Homes of Doncaster. Permission will not be unreasonably withheld.

**2.4(h) Must** not use a vehicle to cross or park on any footpath, open plan or communal area without the prior consent for, and installation of, an approved vehicular access which includes a dropped kerb, a hard standing area and double gates where appropriate. The **installation** must be carried out by the Council's Highways department, together with approval from St. Leger Homes of Doncaster for the hard standing and gates. Permission will not be unreasonably withheld.

**2.4(i)** Must not park anywhere, which would obstruct access for emergency services or refuse collection, or to any property, communal area or designated parking area.

**2.4(j) Must not** erect any structure including but not limited to sheds, garages, fences, outbuildings, green houses, porch's, conservatories, lean to's or pigeon lofts, on any part of your home/garden or on any adjacent open planned areas without the prior written consent of St. Leger Homes of Doncaster. Permission will not be unreasonably withheld. Once St. Leger Homes of Doncaster has given permission for any structure then it is your responsibility to maintain it to a good standard. Should the structure become unsafe or unsightly we will ask you to remove it within a reasonable timescale. If you don't then we reserve the right to remove it and recharge you for the cost of doing this.

**2.4(k) Must** make sure your garden is tidy and free from household rubbish, furniture and other waste materials. Lawns must be cut and hedges trimmed although we may be able to help you if you are elderly or disabled. If you fail to maintain your garden we may take legal action and we may recharge you for clearing it.

**2.4 (l) Must** make sure that no animal(s), bird(s), insect(s), or reptile(s) that you keep at, or which is brought to your home causes any nuisance or annoyance to anyone.

**2.4 (m) Must** take and pay for all reasonable steps that St. Leger Homes of Doncaster considers to be necessary to prevent any animal(s), bird(s), insect(s), or reptile(s) you keep at, or is brought to your home, from causing a nuisance or annoyance to anyone.

**2.4 (n) Must not** keep any pets in a sheltered scheme unless you first have permission in writing from St. Leger Homes of Doncaster. If you need the assistance of a dog because you are deaf or blind St Leger Homes of Doncaster will allow this, but you will need to inform us in writing.

**2.4 (o) Must not** allow your pet(s) to foul on other people's property and your garden must be kept free of animal faeces.

**2.4 (p) Must not** keep a dog in a flat unless you have obtained permission. Permission will not be unreasonably refused. Permission will be linked to your acceptance of a Responsible Dog Owner Agreement.

**2.4(q) Must not** keep any dangerous animal(s), livestock, chickens and other fowl, nor allow grazing animal(s) to be kept or tethered on any part of your property or keep any animal(s) that St. Leger Homes of Doncaster decides is unsuitable for your home or garden.

**2.4(r) Must not** use or keep within the property or in any communal areas of multi-story flats or maisonettes any dangerous or inflammable materials including liquid(s) or gas(es) or equipment including motorbike(s), quad bike(s) and petrol mower(s), which could represent a threat to the safety and well-being of residents or neighbours.

**2.4(s) Must not** keep open any communal entrance doors or fire doors within multi-occupant dwelling blocks, as this compromises the safety and security of other tenants within the property.

**2.4(t) Must not** misuse communal areas in multi-occupant properties and the land around the buildings or interfere with the safety and security of communal areas. The communal areas must be kept free from the storage of any items including mobility scooters and rubbish for collection. There should be no items of furniture, plant pots, decorations, carpets or anything that could create a fire risk, restrict safe routes of exit or cause a trip.

**2.4(u) Must** comply with all current gas safety regulations and ensure that rooms containing an open flue appliance, eg a gas fire or gas-fired back boiler are not used as bedrooms and that all ventilation bricks are kept free from obstruction.

**2.4(v) Must** ensure that St. Leger Homes of Doncaster staff, Council officers, representatives and their agents can gain access to the property to carry out tenancy checks, investigate allegations of tenancy breaches, illegal or non-occupation and respond to complaints of anti-social behaviour or neighbour disputes (upon production of an official identity card). Access should also be made available when St. Leger Homes of Doncaster staff wish to show an applicant from the Housing Register around the property.

## 2.5. *Repairs and Maintenance*

As a secure tenant:

**2.5(a) You must** report any faults or damage as soon as is reasonably possible to St. Leger Homes of Doncaster.

**2.5(b) You must** pay for any repair resulting from any wilful damage or neglect by you or anyone residing in or visiting your home. This includes but is not limited to:

- Smashed or cracked windows
- Holes in doors
- The removal of walls and fencing
- Parking/driving over grassed areas
- Replacement locks due to lost keys

**2.5(c) You must** allow St. Leger Homes of Doncaster staff, Council officers, representatives and their agents access to your home to inspect its condition and to carry out any necessary repairs (upon production of an official identity card).

**2.5(d) You must** in emergency situations, allow St. Leger Homes of Doncaster staff, Council officers, representatives and their agents, immediate access to your property. We reserve the right to force entry and we will put right the cost of any damage.

**2.5(e) You must** ensure the inside of the property, including fixtures, fittings and decorations are kept to an acceptable standard. If the property is of an unacceptable standard, in the opinion of St. Leger Homes of Doncaster we can refuse to work in it until it is brought up to a standard that is acceptable.

**2.5(f) You must** allow access or arrange for access to be provided for the servicing of gas appliances within your property on an annual basis. If you fail to have your gas appliances serviced annually we will arrange for an injunction to be served to gain access to the property. If it is identified that there is a genuine risk to health and safety then St. Leger Homes of Doncaster will apply for a warrant to force entry which could result in your gas supply being capped off. If an application to court for an injunction or warrant is made you will be liable for the court costs.

**2.5(g) You must** allow access or arrange for access to be provided for the servicing of solid fuel appliances within your property on an annual basis. If you fail to have your solid fuel appliances serviced annually we will arrange for an injunction to be served to gain access to the property. If an application to court is made for an injunction you will be liable for any legal costs incurred.

**2.5 (h) You must** allow or arrange for access for the testing of electrical wiring within the property. St. Leger Homes of Doncaster will take the appropriate action to gain access where required.

**CONDITION 2.5 (i) APPLIES TO SECURE TENANTS ONLY**

**2.5(i) Must not** make any physical improvement, alteration or addition to the property or to the fixtures and fittings (but not including decorations), remove internal walls or take out any other part of the building without the prior written consent of St. Leger Homes of Doncaster who will check to ensure that an asbestos survey has been carried out to the property before works commence. Also you must, where appropriate obtain the correct planning and building control authorities permission. If improvements are made without prior permission from St. Leger Homes of Doncaster then you may be instructed to reinstate the alteration. If you are required to do this and fail to reinstate the alteration satisfactorily, you will be recharged the costs incurred by St. Leger Homes of Doncaster on completion of the work. Where you have obtained consent for the alteration of the property, you are responsible for its proper implementation, final approval and subsequent maintenance, unless otherwise notified by St. Leger Homes of Doncaster. Permission will not be unreasonably withheld.

**2.5(j)** There are certain circumstances when St. Leger Homes of Doncaster has the legal right to apply for possession of your home because work needs to be done to it. They are:

- If the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. You will be offered a suitable alternative home for the duration or the work required. You will usually get compensation or help with moving costs (or both) depending on your circumstances. Your move could be permanent or temporary.
- If you agree to a temporary move the conditions of your current Tenancy Agreement will still apply. We have the right to take possession of your temporary home when the work on your original property is finished.

**2.6 Smoking**

Smoking refers to smoking tobacco or anything that contains tobacco, or smoking any other substance.

**2.6(a) You must** make sure that your home is smoke-free when employees of St. Leger Homes of Doncaster or our contractors attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home is preserved. If this is not adhered to, St. Leger Homes of Doncaster may refuse to carry out any works until the home is smoke-free.

### **2.7. Ending Your Tenancy**

**2.7(a) You must** give the Council at least **four weeks notice** of your intention to end your Tenancy Agreement. If you hand your keys in without giving notice, this will result in a full four weeks rent being charged to your account. Notice can be given by letter, phone, email or in person to your local office. A confirmation letter will then be sent to you.

The tenancy will end on the last day of the four-week period (28 calendar days) and the rent will be due up to and including the final day. **You will also be asked to provide a forwarding address.**

**2.7(b) You must** ensure that all belongings are removed from the property and garden area and nobody is left in residence.

**2.7(c) You may** be charged for clearance of any furniture or effects left inside the property, any furniture or effects left in the garden, any damage to the property or any unauthorised alterations to the property.

**2.7(d)** When you leave the property, it should be left in a good condition and include all the original fixtures and fittings. The only exception is where you have been granted permission to carry out alterations. In this case you should abide by any conditions agreed when the improvement(s) was carried out. If you do not abide by these conditions you may be recharged the cost of reinstating the property to its original condition.

**2.7 (e)** In the event of your death and you are the sole tenant, your tenancy will need to be terminated by a third party who is normally your next of kin. Your tenancy will only be terminated if a copy of your death certificate is produced. If the right to succeed is exercised as in clause 4.1(f), then a death certificate must still be produced.

Any entitlement to Housing Benefit ends immediately upon the date of death, but rent continues to be payable until all the keys for the property are received by St. Leger Homes of Doncaster.

**2.7(f)** Where **2.4(j)** of this Tenancy Agreement applies, any structure that is left and is deemed to be unsafe will be taken down and the cost of doing so will be charged to you. Any structure that is left in a satisfactory condition will be passed on to the incoming tenant as a non-standard feature.

## ***2.8 Abandoning your Tenancy***

**2.8 (a)** If you cease to occupy your home as your only or principal home and do not return the keys to us or let us have written notice that you are leaving, we may serve a notice to quit at the home to end your tenancy. If you do not contact us before this notice expires, we will consider that your tenancy has ended and will ask the court to grant possession of the property.

**2.8 (b)** In the event that St. Leger Homes of Doncaster regains possession of the property through the court, we will remove and store any items left in the property but not rubbish, damaged goods or items of no value. We will serve a notice under the provisions of Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least one month to do this. We will send the notice to your last known address or to any forwarding address that you have given us. If the items are not collected, we will dispose of them and charge you for the cost of storage and disposal.

### **3.1 Repairs and Maintenance**

**3.1(a)** St. Leger Homes of Doncaster will carry out repairs which they are responsible for within a reasonable period of time after they have been notified of the need for the repair.

St. Leger Homes of Doncaster will **not** be responsible for minor repairs **including** the jobs identified in the list below.

- Renewal of line to rotary drier(s) (except in sheltered schemes).
- Renewal of door bells and batteries that have been fitted by St. Leger Homes of Doncaster.
- Repairing TV aerial sockets unless they are part of a communal system.
- Replacing lost keys or gaining access if locked out.
- Replacing fluorescent tube(s), starter(s) and lamp holder skirt(s) (the part that holds your lamp shades on), pull cord(s) and toggle(s).
- Resetting of trip switch(es) on the consumer unit(s)/fuse board.

The only exceptions to this policy are listed below:-

- 1 Tenants aged 60 or over
- 2 Tenants living in purpose built senior citizens accommodation
- 3 Tenants in receipt of Incapacity Benefit
- 4 Tenants with medical evidence stating that they are incapable of carrying out minor repairs.

**3.1(b)** Where the Council has previously supplied cookers and refrigerators in Council owned dwellings, St. Leger Homes of Doncaster will no longer provide cookers or refrigerators or repair and maintain such items except built in cooking appliances situated in a purpose built disabled property.

**3.1(c)** St. Leger Homes of Doncaster is responsible for the following items:

- The structure and exterior of the property (including but not limited to drains, gutters, external pipes and external decoration).
- The installations in the property for the supply of water, gas and electricity meters.
- The installations in the property for space and water heating.
- All fixtures and fittings provided within the property at its initial letting or where permission has been granted for their installation and St. Leger Homes of Doncaster has agreed to their future repair and maintenance. (Please refer to exceptions listed in 3.1(a) and 3.1(b)).

**3.1(d)** St. Leger Homes of Doncaster will not be responsible for fixtures and fittings which have been damaged by you, your friends, relatives and any other person living in or visiting the property, they may not be repaired unless the tenant agrees to meet the cost of repair. If the damage creates a threat to the health and safety of persons or property then the repair will be carried out by St. Leger Homes of Doncaster and the costs incurred may be recharged to the tenant(s) once completed.

**3.2 Notices**

In line with Section 48 (1) of The Landlord and Tenant Act 1987 the Council notifies you that the address for service is:

**St. Leger Homes of Doncaster Limited**

**St. Leger Court**

**White Rose Way**

**Doncaster**

**DN4 5ND**

The serving of any notices by the Council or St. Leger Homes of Doncaster in respect of your tenancy shall be done either by personal service or by delivering the notice to you or the intended recipient's last known address.

**3.3 Quiet Enjoyment**

You have the right to the quiet enjoyment of your property. This means that the tenant has a right to enjoy possession of the property without interruption or interference by your landlord during the period of the tenancy.

## 4.1 THE TENANTS' RIGHTS

Provided the tenant(s) do not break any terms of the Tenancy Agreement and as long as the tenant has lived in the house as his or her principal home, he or she will have security of tenure. This means that the landlord cannot interfere with tenant's rights of occupation unless the tenant breaches the terms of the Tenancy Agreement and only then in such a way that is agreed by the County Court.

However, if you are subject to the conditions of a demoted tenancy the sections marked with an asterisk \* will **not** apply to you during the period that your tenancy is demoted. For a definition of a demoted tenancy please refer to Section SIX the Definitions Section.

A tenant has the following rights governed by statute as a secure tenant:

**4.1(a)** \*To buy the house if he or she has been a tenant for at least **five** years (**two** years if your tenancy was granted before 18 January 2005) and the property is not provided either for senior citizens or disabled persons.

**4.1(b)** To apply for certain types of improvement grant, particularly under terms in the Chronically Sick and Disabled Persons Act, and to carry out reasonable improvements to the property with the landlord's consent.

### **CONDITIONS 4.1 (c), 4.1 (d), 4.1 (e) AND 4.1 (k) APPLY TO SECURE TENANTS ONLY**

4.1(c) \*To take in lodgers but you must ensure that your property is not subjected to statutory overcrowding and that notification is given to the appropriate people which can include but is not limited to:

St. Leger Homes of Doncaster  
Housing Benefit  
Council Tax

**4.1(d) \*The right to mutually exchange** from your existing Council property to another Council property, Housing Association or another Local Authority. Your existing Tenancy Agreement will be terminated on the date of commencement of your new tenancy as long as the keys are returned the same day. If the keys are not returned on time you will be charged any additional rent due on that property. Housing Benefit will not normally be payable on both properties at the same time. Written permission from your local area office is required before the exchange can proceed.

**4.1(e) \*The right to assign** your property to a person who would have had the right to succeed to your tenancy in the event of your death. This will be at the discretion of St. Leger Homes of Doncaster within existing legal frameworks.

You must first obtain written permission, unless a court orders you to do so as part of a divorce, judicial separation proceedings or on the termination of a civil partnership. If this is the case, you must notify St. Leger Homes of Doncaster as soon as is practicable. The suitability and size of the property will be taken into consideration to ensure that it meets your needs.

**4.1(f) The right to succession**

In the event of your death the following people have the right to succeed your tenancy:

your spouse or civil partner as long as there has been no previous succession to this tenancy.

or any member of your family that has been living with you at the time of death and has been there for the previous twelve months, additionally there must have been no previous succession to this tenancy. Exceptions to this rule are that if the property has been adapted for a disabled person or it is bound by an age limit.

**4.1(g)** To be consulted by his or her landlord on matters of housing management affecting a tenant or his or her home. (See section 8.5 Tenant Involvement)

**4.1(h)** To repair the premises under the terms of the Secure Tenants of Local Housing Authorities (Right to Repair) Regulation 1994.

**4.1(i)** To be provided with information concerning heating charges if your heating is provided through a district heating scheme.

**4.1(j)** You have the right to see information we have about you. (In certain circumstances you will not be able to see everything, for example details about other tenants). This request for information must be made in writing and there may be a small charge. (You must write to the address stated in 3.2 Notices).

**4.1(k)** The right to compensation for certain improvements defined by the primary legislation of the Housing Act 1985 as amended by Section 122 of the Leasehold Reform, Housing and Urban Development Act 1993.

**4.1(l)** The right to complain if you feel the services received have not met the service standards set out in this Tenancy Agreement.

**5.1 THE COUNCIL'S RIGHTS**

**5.1(a)** The Council has the right to seek repossession of your property via the County Court if you are in breach of your Tenancy Agreement.

**5.1(b)** The Council may seek possession if it intends, within a reasonable time, to demolish, reconstruct or carry out work on the premises or the building in which the premises are situated and cannot reasonably do so without obtaining possession. In this case the Council must find you suitable alternative accommodation.

**5.1(c)** If the Council wishes to apply to seek possession of your home it may do so by issuing you with a Notice of Seeking Possession which sets out the grounds upon which the action is based. The Council will always seek to resolve breaches of conditions of tenancy with the tenant so that repossession action is not required. If possession for anti-social behaviour is obtained, the Council may also consider applying to the County Court for an injunction that will prevent you from residing in or entering the immediate area where you used to live. We will also consider excluding you from the housing waiting list.

**5.1(d)** The right of the Council and any statutory utilities, for example Yorkshire Water, etc, to enter the property for the purpose of constructing, installing, inspecting, repairing, renewing, maintaining and removing pipes, conduits, wires and cables. The Council or statutory utilities will normally give reasonable notice of such entry except in an emergency where the Council and/or statutory utilities may have to gain entry to deal with the problem.

**5.1(e)** If access is not given in an emergency the Council may take steps to enter the property by using force if necessary.

**DEFINITIONS**

**6.1 'agreement'** – the agreement means the mutually agreed terms explained in this document between the tenant, i.e. the signatory to this document and the Council.

**6.2** Where the agreement refers to '**you**' – this means the tenant of the property concerned.

**6.3** The '**tenant**' is the person named in the Tenancy Agreement and who has signed for the tenancy.

**6.4** The '**property**' includes the dwelling house, outhouses, garages and sheds, paths, driveways and the defined boundary of the property.

**6.5** The term '**physical abuse**' includes any actual or threatened assault, attack, violent act of aggression directed towards St. Leger Homes of Doncaster staff, neighbours, people on the estate, Council employees, agents, contractors, or any other person.

**6.6** The term '**verbal abuse**' includes any words spoken, which are intended and/or likely to alarm, distress or intimidate any representative of St. Leger Homes of Doncaster, the Council, or any other person.

**6.7** The term '**harassment**' includes committing or threatening to commit any assault, attack or violent act or any act or omission or series of acts or omissions which interfere with the peace and comfort of any neighbours, people on the estate, St. Leger Homes of Doncaster staff, Council employees, agents contractors, or any other person.

**6.8** The term '**nuisance**' includes any behaviour, which in the opinion of St. Leger Homes of Doncaster is or is likely to be harmful, offensive, annoying, disagreeable or interfere with the peace and comfort of any other person.

**6.9** The term '**racial harassment**' includes any act or omission or series of acts or omissions which in the opinion of St. Leger Homes of Doncaster has/have been committed by a person of one racial or ethnic origin against a person of the same or a different racial or ethnic origin on the grounds of his or her racial or ethnic origin in any of the following ways:

**6.9(a)** In such a manner that it interferes with the peace and comfort of the person aggrieved or

**6.9(b)** in such a manner that the person aggrieved, fears for his or her safety or

**6.9(c)** in such a manner that the quality of life of the person aggrieved is reduced.

**6.10** The term '**domestic violence**' means any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults who are or have been intimate partners or family members, regardless of gender or sexuality.

**6.11** The term '**hate crime**' means any incident which may or may not constitute a criminal offence, which is perceived by the victim or any other person, as being motivated by prejudice or hate linked to race, religion, gender, sexual orientation, disability, age.

**6.12** The term '**local area office**' means any of the St. Leger Homes of Doncaster area offices delivering housing services (as notified to tenants) or the headquarters of St. Leger Homes of Doncaster.

**6.13** '**demoted tenancies**' allow the landlord to apply to the court to reduce the tenant's security of tenure if the tenant, another resident or visitor to the tenant's home has behaved or threatened to behave in a way which is capable of causing nuisance or annoyance or includes using the premises for unlawful purposes. The demotion order gives a serious warning to the tenant, since if the tenant continues to misbehave swift action can be taken to end the tenancy. It also removes a number of their rights as a secure tenant and therefore gives them an incentive to change their behaviour.

**6.14** The term '**sublet**' means to rent out a property which one is renting from someone else.

**6.15** The term '**lodger**' means a person who pays rent in return for accommodation in someone else's home.

**6.16** The term '**statutory overcrowding**' means too many people occupying the property as set out in part 10 sections 324, 325 and 326 of the Housing Act 1985. The dwelling is deemed to be overcrowded if it contravenes the Room, Space or Bedroom Standard.

**6.17** The term '**habitual**' means to do something constantly or on a regular basis.

**6.18** The term '**vexatious**' means not having sufficient grounds to take action and seeking only to annoy the alleged defendant.

**6.19** The term '**emergency situation**' refers to situations such as but not limited to fire, flood, water or gas leak, anything that may cause a risk to St. Leger Homes of Doncaster employees, Doncaster Council employees or our contractors.

**6.20** The term '**neighbourhood**' refers to the region in which you live. For example the estate your property is on or if you do not live on an estate the surrounding area.

***This section does not form part of the Tenancy Agreement and is for guidance purposes only***

### **7.1. Repossession Proceedings**

Tenants are advised that the Council can seek possession of a Council property under provisions within the Housing Act 1985 (as amended). Certain grounds on which the Council can seek eviction and where there is no obligation on the Council to provide alternative accommodation are as follows:

**7.1(a)** Rent or other charges lawfully due from the tenant has not been paid or an obligation of the Tenancy Agreement has been broken or not performed.

**7.1(b)** The tenant or a person residing in the dwelling house has been guilty of:

- conduct causing or likely to cause nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality;

or

- has been convicted of using the dwelling house or allowing it to be used for immoral or illegal purposes; or
- has been guilty of an arrestable offence committed in or in the locality of the dwelling house.

**7.1(c)** The dwelling house was occupied by a married couple or a couple living together as a husband and wife and –

(1) one or both of the partners is a tenant of the dwelling house,

(2) one partner has left because of violence or threats of violence by the other towards –

(i) that partner, or

(ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and

(3) the court is satisfied that the partner who has left is unlikely to return.

**7.1(d)** The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or a person residing in the dwelling house.

**7.1(e)** The Tenancy Agreement was entered into on the basis of a false statement made knowingly by the tenant or someone acting on his/her behalf.

**7.1(f)** The property was exchanged on the basis of a payment of a premium to the tenant exchanged with.

**7.1(g)** If St. Leger Homes of Doncaster recovers the possession of your property and you are also renting a garage or a garage plot from us, you will be served with a Notice to Quit to end the tenancy of the garage or garage plot.

## **7.2. Advice concerning this agreement**

If you wish to discuss this agreement with a representative of St. Leger Homes of Doncaster you should contact your local area office or alternatively write to:

**St. Leger Homes of Doncaster Ltd**  
**St. Leger Court**  
**White Rose Way**  
**Doncaster**  
**DN4 5ND**

**8.1** If you are on a low income and you think you need help to pay your rent, it is your responsibility to claim **Housing Benefit**.

**8.2** You must not make complaints that are pursued in an unreasonable manner or can be categorised as habitual or vexatious. St. Leger Homes of Doncaster may refuse to deal with such complaints and may take action against the complainant.

### **SECTION 8.3 APPLIES TO SECURE TENANTS ONLY**

#### **8.3 PRESERVED RIGHT TO BUY (PRTB) & RIGHT TO ACQUIRE**

**8.3(a)** As long as you qualify under the PRTB legislation, you have the preserved right to buy your property.

**8.3(b)** In the event of your death, the person(s) who is (are) eligible to take over the tenancy under Section 4.1(f) will also take over the Preserved Right to Buy (if you had the right).

**8.3(c)** You will not have the Right to Buy your property if you live in sheltered accommodation, an adapted property, a bungalow or any other housing excluded from this legislation.

**8.3(d)** To avoid doubt, if you became the tenant under this Tenancy Agreement and exchanged under Section 4.1(d), you do not have the Preserved Right to Buy unless you had the right under the previous tenancy.

**8.3(e)** You have the Right to Acquire your property under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from by that legislation.

**8.4 COMPLAINTS**

**8.4(a)** We operate a formal complaints procedure of which details are available from us. If you feel that we have broken this agreement or not performed any obligation in it, you should first complain to us giving us the details of the breach or non performance.

**8.4(b)** If we fail to deal with the complaint or you believe that we have continued not to comply with this Agreement, you can obtain advice and information about legal remedies from your local Citizens Advice Bureau, Law Centre or Solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

**8.4(c)** Our staff will treat you with respect at all times and act reasonably and fairly in accordance with our Equal Opportunities Policy and Procedure. You should treat our staff in the same manner.

## 8.5 TENANT INVOLVEMENT

**8.5(a)** We believe that all tenants should have the opportunity to play an active role in the management and development of the housing services provided by St. Leger Homes of Doncaster, through governance and the Menu of Involvement.

**8.5(b)** All tenants have the right to start or join a local Tenants' Association or other tenants groups. Our local area offices can tell you more about the groups in your area and how you can become more involved.

**8.5(c)** We will respect your rights to confidentiality and data protection.

## 8.6 CONSULTATION

**8.6(a)** We will consult you on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on your tenancy. We will extend this consultation to tenants groups where appropriate. We will give everyone the chance to make their views known within a reasonable time.

## 8.7 INFORMATION

**8.7(a)** You have the right to information from us about various things including but not limited to the terms of this tenancy and about our repairing obligations and our policies and procedures on tenant consultation, housing allocation and transfer.

**8.7(b)** We will send you information on things affecting your home and on our performance on a regular basis.

## 8.8 DATA PROTECTION

### 8.8(a) Data Protection Act 1998

St. Leger Homes of Doncaster process data in accordance with the data Protection Act and our Data Policy provides more information about how we handle your personal data.

**8.8(b)** Information held by St. Leger Homes of Doncaster may be used in conjunction with other information held for the purpose of fraud detection and investigation.

**8.8(c)** Except as required by law, St. Leger Homes of Doncaster may give information to third parties where a protocol has been drawn up and agreed between the parties and agreed by the Board of St. Leger Homes of Doncaster and where the protocol forms part of the proper operation of St. Leger Homes of Doncaster's activities.

**8.8(d)** It is difficult to cover all eventualities where a disclosure may be necessary and any disclosure outside this policy may therefore be authorised by the chief executive or head of department of St. Leger Homes of Doncaster.

## 8.9 MEDIATION

**8.9(a)** Where in the opinion of St. Leger Homes of Doncaster mediation is the appropriate course of action it is advised that you take this opportunity to participate in this course of action to help resolve disputes involving your neighbours.