

# Flexible Tenancy Agreement 2025

## CONTENTS

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>SECTION ONE</b>    | Introductory and Flexible Tenancies      |
| <b>SECTION TWO</b>    | The Tenant's Obligations                 |
| <b>SECTION THREE</b>  | The Council's Obligations                |
| <b>SECTION FOUR</b>   | The Tenant's Rights                      |
| <b>SECTION FIVE</b>   | The Council's Rights                     |
| <b>SECTION SIX</b>    | Solar Panels                             |
| <b>SECTION SEVEN</b>  | Further Information                      |
| <b>SECTION EIGHT</b>  | Tenants Voice                            |
| <b>SECTION NINE</b>   | Notes for Tenants                        |
| <b>SECTION TEN</b>    | Definitions                              |
| <b>SECTION ELEVEN</b> | List of Relevant Policies and Strategies |

This document is a Flexible Tenancy Agreement  
Between

**City of Doncaster Council**  
(The Council)

And

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

Of

**Address:**

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## **SECTION ONE**

### **FLEXIBLE TENANCIES**

This agreement refers to flexible tenancies under Section 107A of the Housing Act 1985. For the purposes of this Act a flexible tenancy is a secure tenancy. Most flexible tenancies will commence at the end of a one year trial period called an introductory tenancy unless Section 125A of the Housing Act 1996 applies (Extension of trial period by six months). We will tell you the date when it will become a flexible tenancy once the trial period has ended.

**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 introductory period. At the end of the introductory period, your tenancy will automatically become a flexible tenancy. If you break any of the conditions in your tenancy agreement whilst in the introductory period we may apply to the County Court for an order for the possession of your property. The County Court will determine 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). If you break any of the conditions in your tenancy agreement during the introductory period we may extend the introductory period for up to 6 months, or apply to the County Court for an order for the possession of your property. In the event that your introductory period is extended, your flexible tenancy will begin after 18 months.

**1.3** As an introductory tenant you do not have security of tenure (which means the court has limited grounds not to order possession). We can obtain possession of your property by giving you 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 any of the conditions of your introductory tenancy we may serve you with a notice to extend your introductory tenancy for an additional six months, or apply to the County Court for an order for the possession of your property. In the event that your introductory tenancy period is extended, your introductory tenancy will last for 18 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)** You cannot, without the prior permission from St. Leger Homes of Doncaster:

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

Except in certain circumstances and with the prior permission from St. Leger Homes of Doncaster.

**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 conditions included as part of our permissions agreement, we may take steps to obtain possession of your property.

**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.

**1.8** At the end of the trial period (introductory tenancy), your tenancy will automatically become a flexible tenancy.

**1.9** As a flexible tenant, you should consult CDC's tenancy strategy to understand who can succeed your tenancy if you die and on what basis. The current tenancy strategy can be found at [Doncaster Tenancy Strategy.pdf](#)

**1.10** Towards the end of the fixed term of five years we will review your circumstances to see if the following household circumstances are unchanged since they were originally housed:

**1.10(a)** The property still matches the current housing needs of the tenant and their household (assessed against our allocations policy), or

**1.10(b)** A member of the household is disabled validated by means testing for disability benefits, and the property meets their specific needs, or

**1.10(c)** The tenant was a Care Leaver and is still receiving support from registered providers.

**1.11** Examples where the property is no longer suitable could be where the property is under-occupied, or where the property has been extensively adapted for a person with a disability and that person no longer lives in the household.

**1.12** If the review concludes that the property is no longer suitable for the needs of the household, we may choose to offer an alternative suitably sized property or give you 6 months` notice to end the tenancy. This notice will set out the reasons for not proposing to grant another tenancy and informing you of your right to a review of our decision and the time within which such a request should be made. A further written notice will be sent to you at least 2 months prior to the end date informing you that we require possession of the property.

## **SECTION TWO**

### **THE TENANT'S OBLIGATIONS**

#### **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 against you, which could result in you losing your home.

#### **2.2 Rent**

Your rent may be increased or decreased, usually once a year and calculated in accordance with legal and/or government guidance at the relevant time.

**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 when any subsequent rent increase occurs.**

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

Your Tenancy will commence at 12 noon on the agreed tenancy start date and the first period shall end at noon on the first Monday after this day. After this time, the tenancy shall be a weekly periodic tenancy with the first full weekly period beginning at 12 noon on this Monday and will thereafter end at 12 noon on each following Monday. You will be charged rent from the tenancy start date and your rent will be due each Monday following this date.

**2.2(a) You must** pay your rent, it must be paid on time and is due every week. The preferred method of payment is by Direct Debit.

**2.2(b)** If you do not pay your rent on time, St. Leger Homes of Doncaster may instruct the Council to commence legal action against you, which could result in you losing 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 any 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 supported housing 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, Antisocial Behaviour, Hate Crime, Domestic Abuse and Unlawful Activities***

It is your responsibility to make sure that every person living in or visiting your property, do 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.

**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, that is antisocial.

**2.3(b) Must not** harass or discriminate against anyone because of their:

- race
- religion or belief
- disability (including learning disability)
- sexual orientation
- gender or gender reassignment
- sex
- pregnancy or maternity
- marriage/civil partnerships

- age

You must not harass or 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:

Prejudiced behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti, letters or e-mails or by social media, doing anything that interferes with the peace, comfort, convenience and enjoyment of others.

**2.3(c) Must not** engage or attempt to engage in domestic abuse against any member of your household. This can be direct or indirect and involve anything that interferes with the peace, comfort, convenience and/or enjoyment of others and includes the use of social media. Such abuse includes:

- Physical or sexual abuse
- Violent or threatening behaviour
- Controlling or coercive behaviour
- Economic abuse
- Psychological, emotional or other abuse.
- 'Honour' based abuse
- Forced marriage
- Female genital mutilation

**2.3(d) Must not** subject SLHD employees, CDC employees, appointed contractors, agents or elected Councillors to any physical or verbal abuse (including telephone calls, texts, emails, letters or social media), or incite others to do so. This includes any harassment or unreasonable behaviour, actual or threatened assault, act of violence, aggression, or preventing anyone from leaving your home 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, 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.
- Prostitution or soliciting.
- Keeping illegal or unlicensed firearms or weapons.
- Slavery or human trafficking
- Child Sex Exploitation

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

**2.3(g) Must not** keep any unlicensed firearms at the property and inform St. Leger Homes of Doncaster of all licensed firearms that you keep at the property and provide a copy of the firearms certificate. You must allow access for St. Leger Homes of Doncaster staff to visit your home and check that any firearms are being stored correctly as the firearms licence specifies.

**2.3(h) Must not** possess any materials for the purpose of making an explosive substance. It is an offence to make, knowingly possess, or control an explosive substance for an unlawful purpose which is likely to cause damage or endanger life under the Explosive Substance Act 1883

**2.3(i) Must not** cause nuisance or annoyance to anyone by setting off fireworks inappropriately. In the opinion of St. Leger Homes of Doncaster.

**2.3(j) Must not** engage in activity which commits, threatens to commit or supports terrorism in any way. This includes (but is not limited to) activity that promotes extremist ideologies and/or views which aim to justify terrorism, activity which promotes or produces fundraising for (or on behalf of) any group(s) associated with terrorism, or any other related activity which is unlawful.

**2.3(k) Must not** cause any noise which either:-

- constitutes a statutory nuisance to any other person that is deemed unreasonable or
- is a nuisance in the opinion of St. Leger Homes of Doncaster.

**Please remember sound can easily travel and because of this it is particularly important to give consideration to your neighbours, particularly when living in blocks of flats or other multi-occupancy dwellings.**

**2.3(l) 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(m)** If you share a passageway with your neighbour to access any part of your home or garden, you must ensure that this is kept clear of any items or obstructions at all times and that you do not block off or restrict access in anyway. This includes installing and/or locking gates.

**2.3(n) Must not** fly tip on to land owned by the Council and managed by St. Leger Homes of Doncaster, this is a criminal offence that you can be prosecuted for.

## **2.4 Vehicles**

**2.4(a) Must not** routinely repair cars or any other 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. This includes any vehicles that are SORN (Statutory Off Road Notification) or untaxed.

**2.4(b) 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.

**2.4(c)** 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. This includes parking or storing any kind of vehicle or blocking the shared drive in any way with the exception of loading or unloading for short periods of time.

**2.4(d) 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 and following the Highways Act 1980. Consent for a dropped kerb must be obtained through the Council's Highways Department. After the approval and installation of a dropped kerb you will need to apply for permission for the installation of a hard standing and double gates from St. Leger Homes of Doncaster. You are then responsible for installing the hard standing and double gates to a satisfactory standard at your own cost and ongoing maintenance.

**2.4(e) Must not** park a caravan, motor home, heavy plant, boat or trailer on any part of the property, land around your home, the road, communal parking area or garage site on any land owned by CDC and managed by SLHD, if this causes a nuisance or obstruction to other tenants.

**2.4(f) Must not** park anywhere, which would obstruct access for Emergency Services, refuse collection or for any other person who has a lawful duty or obligation to have access.

## **2.5 Use of Premises**

**2.5(a) You must** occupy the property as your only or principal home, and you must inform SLHD via our Customer Access Team 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 SLHD with the following information:

- 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 and a contact number in case of emergencies.

You must also ensure your rent is paid and all your other tenancy obligations are complied with during your absence.

**CONDITIONS 2.5 (b), 2.5 (c) APPLY TO SECURE TENANTS ONLY**

**2.5(b) Must not** assign (which means to transfer to another person) the property without the prior written consent of St. Leger Homes of Doncaster. Council tenancies can only be assigned once under Section 91 of the Housing Act 1985.

**2.5(c) 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.

**2.5(d) Must not** sublet the whole of your property. This is a criminal offence under the Prevention of Social Housing Fraud Act 2013. If you want to sublet part of your property, then you must obtain prior written permission from SLHD.

## **2.6 Garden**

**2.6(a) You must** make sure your garden is tidy and free from household waste, litter, household furniture and any other waste materials, including any form of faeces. Lawns must be cut, and borders maintained to an acceptable standard. If you do not maintain your garden after being requested to do so, within a reasonable period of time we may carry out the work, and you will be recharged for it.

**2.6(b) You must** ensure that hedges, conifers or any other type of plant within your garden are maintained to a reasonable height and if adjacent to a public footpath or highway, that they do not overhang it at any time.

You should not plant or remove any trees in your garden without first seeking permission from SLHD.

You should not carry out any works on existing trees within your garden but should contact us and we will arrange for the trees to be inspected and if necessary, arrange any necessary works.

If you suspect there may be Japanese Knotweed or any other invasive plants in your garden, do not attempt to cut or remove it. Contact us and we will arrange for a specialist contractor to deal with it.

## **New Build**

Your new home may include features designed to protect and enhance local habitats, in line with CDC's 2021 Local Plan.

Removal of any of these features without permission may result in a recharge for replacement.

You must help maintain and protect these features as part of your tenancy, as detailed in the information sheet which you were provided.

**2.6(c)** You should not plant any plants on the open plan areas without first seeking permission from SLHD. If you do so without permission, we may ask you to remove them or remove them and recharge you.

**2.6(d) You must not** encroach on any land owned by the Council and managed by St. Leger Homes of Doncaster. This includes altering the boundaries to your garden or installing exit and entrance points directly on to land owned by the Council and managed by St. Leger Homes of Doncaster.

**2.6(e) You must not** light fires in your garden or on any other land owned by the Council and managed by St. Leger Homes of Doncaster that would cause nuisance and annoyance to others, in the opinion of St. Leger Homes of Doncaster.

## **2.7 Animals**

**2.7(a) You must** make sure that no pets brought to or living in your home cause nuisance or persistent annoyance to anyone. St. Leger Homes of Doncaster will work with CDC Animal Welfare Officers or other agencies to check the suitability of pets in your home, including the number of pets you have.

**2.7(b) You must not** keep any pets in housing schemes that have a no pets policy, this includes high-rise blocks. We will allow assistance dogs or for medical reasons, but you will need to obtain prior permission in writing and provide evidence.

**2.7(c) You must** ensure that your garden is kept free from animal faeces and any faeces is removed on a regular basis. You must not allow your pets to defecate on other people's property or any other land, including communal areas owned by the Council and managed by St. Leger Homes of Doncaster. If your animal does foul on anyone else's land you must remove it immediately and dispose of it correctly. This includes public footpaths and highways and is a criminal offence that you can be prosecuted for.

**2.7(d) You must not** allow your pets to defecate or urinate inside your home and make appropriate arrangements to ensure that the property is kept clean. If you live in a property that has a communal entrance and exit the smell of animal waste can particularly affect others who share this area.

**2.7(e)** If you live in a flat with a shared entrance, you will need permission in writing from SLHD to keep a dog and you will need to sign a Responsible Dog Owner Agreement. You will be responsible for the behaviour of your dog within your flat, within any shared or communal area or lifts and must ensure your dog does not cause a nuisance at any time and promptly clean any waste.

If a Policy is in place stating that no dogs are allowed, you will not be able to keep a dog, unless for assistance or medical purposes.

**2.7(f) You must not** breed any animals without the prior written consent of SLHD.

**2.7(g) You must** not keep any dangerous animals, livestock, nor allow grazing animals to be kept or tethered on any part of your property or on SLHD land, or keep any animals that SLHD decides is unsuitable for your home or garden or deemed to be dangerous and in line with any relevant legislation.

If you own a banned breed of dog, under the terms of the Dangerous Dogs Act 1991, we will request to see your exemption certificate allowing such dogs to be kept and you must always comply with any associated conditions. If you do not have a certificate, we will refer to the relevant enforcement agency.

**2.7(h) You must** obtain permission in writing prior to keeping chickens or other fowl in your garden and St. Leger Homes of Doncaster will consider the suitability of the request. If you are given permission to keep chickens or other fowl and they cause a nuisance, you could be asked to rehome them.

**2.7(i) It is** your responsibility to report any mice and rat infestations in your home to SLHD. and we (SLHD) will deal with by contacting CDC Pest Control Team to carry out an inspection and appropriate treatment. If CDC through inspection indicate the infestation is due to tenant lifestyle choices, the tenant will be recharged for CDC's pest control services. All other infestations such as cockroaches, bed bugs, ants, fleas and bee and wasp nests etc, you will be responsible for any charges relating to the removal and treatment of the infestation.

SLHD are responsible for dealing with infestations in communal areas.

## **2.8 Misuse of Communal Areas**

**2.8(a) You 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 liquids, gases or equipment that has a fuel tank such as a motorbike or petrol mower and which could represent a threat to the safety and well-being of yourself, residents or neighbours.

**2.8(b) You must not** keep open any communal entrance doors or fire doors within multi-occupant dwelling blocks, as this compromises the safety and security for other tenants within the property. This includes propping doors open which can result in damage being caused to the mechanism.

**2.8(c) You 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, this includes tampering with any fire alarms or other fire safety systems installed. The communal areas must be kept free from the storage of any items including mobility scooters and refuse as this would create a fire risk and restrict safe routes of exit.

**2.8(d) You must** not misuse communal areas in multi-occupant properties and the land around the building. This includes using the communal area to congregate and consume alcohol or drugs or participating in any behaviour that affects the peaceful enjoyment for others. This applies to the tenant, anyone residing in the household,

visitors or anyone in connection to the property.

**2.8(e)** It is your responsibility to ensure that when you purchase a mobility scooter you have access to a safe location to store and charge it. Mobility scooters must not be stored and charged in a communal area and, where possible, you are advised to discuss the storage location with St. Leger Homes of Doncaster prior to purchase.

**2.8(f)** **You must** not store or charge an electric wheelchair within any communal areas at any time.

## **2.9 Repairs and Maintenance**

**2.9(a)** **You must** comply with all current gas safety regulations and ensure that rooms containing an open flued appliance, e.g a gas fire or gas fired back boiler are not used as bedrooms and that all ventilation bricks are kept free from obstruction.

**2.9(b)** **You must** not disconnect or tamper with any fire alarm, smoke alarm or carbon monoxide detector installed in your home by disconnecting hard wired devices or removing the battery from battery operated devices that have been installed by SLHD or any agency acting on their behalf. Tenants are required to test those devices at least monthly and notify SLHD if the device is not working correctly.

**2.9(c)** **You must** report any faults or damage as soon as is reasonably possible to St. Leger Homes of Doncaster. This includes wear and tear.

**2.9(d)** **You must** pay for any repair resulting from wilful damage caused by you or anyone residing in or visiting your home.

**2.9(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 SLHD, we can refuse to work in it until it is brought up to a standard that is acceptable.

You must report any areas of mould growth at your property to SLHD. Any areas of mould growth need to be inspected by SLHD to determine the cause. If the cause is condensation as a result of poor heat and ventilation you will be responsible for the cleaning and treating the mould growth.

You must ensure that, at all times, there is adequate ventilation and heating within your home and that you follow any advice given by SLHD to prevent condensation. If condensation occurs as a result of a failure to adequately heat or ventilate your home, then you may be responsible for any repair work unless it occurs as a result of disrepair in the property.

**2.9(f)** **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 a warrant to be

served to gain access to the property. If an application to court is made for a warrant, you will be liable for any legal costs incurred.

You must allow or arrange for access to be provided for the 5-year electrical periodic test within your property. If you fail to allow access, 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.

**2.9(g) You must** not tamper or bypass any utility meters. If you do so, or allow anyone else to do so, action may be taken to end your tenancy, and you may be liable to criminal prosecution.

**2.9(h)** 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 of 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.

**2.9(i) You must** ensure that you allow access into your home on prior arranged appointments. Failure to allow access on appointments or inform the correct department that you will no longer be available could result in action being taken against you.

**2.9(j) You must** keep your property in a clean and tidy condition. Your household rubbish must be disposed of appropriately.

You or any member of your household must not allow an accumulation of personal property or rubbish or other items in the property that: (a) causes or is likely to cause damage or deterioration to the property; or (b) poses an environmental health risk or a health and safety risk to any person lawfully at your property or nearby properties; or (c) prevents safe access to or exit from your property.

For your safety and to comply with tenancy conditions you must not store any items in the loft area. Lofts are not designed for storage and may contain electrical or structural hazards. Any items found in lofts may be removed and you may be recharged for the cost.

## **2.10 Alteration and Improvements**

**APPLIES TO FLEXIBLE TENANTS ONLY (NOT INTRODUCTORY FLEXIBLE)**

The Housing Act 1985 gives tenants the right to carry out approved alterations and improvements to their homes.

The Leasehold Reform, Housing and Urban Development Act 1993 which outlines the right to be compensated for certain improvements at the end of a tenancy provided the improvements were started on or after 1 April 1994. Prior to this date a discretionary compensation scheme was in operation.

**2.10(a) You must not** make any improvement, alteration or addition to your home without prior written permission from SLHD, in accordance with the **Customers Own Improvement Policy**. The policy may be updated from time to time and if this happens all tenants will be notified of any changes. This Policy can be viewed on our website at [www.stlegerhomes.co.uk](http://www.stlegerhomes.co.uk). Alternatively, if you require the document in an alternative format, such as large print or coloured background, then please contact us.

Alterations include any change inside or outside the property within the curtilage of the property. Any unauthorised alterations will need to be reinstated at the cost of the tenant and failure to do so will be treated as a breach of tenancy conditions. If SLHD are required to reinstate unauthorised alterations, we will recharge you for the cost of the work.

You also need permission to install solar panels and EV (Electric Vehicle) charging points

**2.10(b)** Permission to enclose an open plan space on land owned by the Council and managed by St. Leger Homes of Doncaster will be considered. If permission is obtained the land becomes the responsibility of the tenant to maintain.

**2.10(c)** Permission to install green technology such as solar panels will be refused.

**2.10(d)** Permission to install wood burners or any other heat source that is outside the specifications of what St. Leger Homes of Doncaster would install will be refused.

**2.10(e)** Where SLHD have provided you with consent to carry out any alterations, improvements, or addition, we will inspect all works on completion, if the inspection identifies non-compliance with the agreement, then necessary remedial works will have to be carried out. If the tenant fails to carry out the remedial work SLHD will have the works carried out and the tenant will be charged for any costs incurred.

**2.10(f)** Although prior permission for CCTV or Ring Doorbells is not required, you must meet the requirements of the Data Protection Act and Human Rights Act and access must be given to SLHD to view recorded footage if requested.

You as the tenant must adhere to the General Data Protection Act Regulations in recording, viewing and storing and using footage. If you are breaching these regulations, we will ask you to remove the devices.

SLHD encourage you to contact us for advice before installing CCTV and/or Ring Doorbells to ensure the legislation is adhered to.

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

**2.10(h)** During your tenancy, there may be situations when a variation to your tenancy is required. An example of this could be in connection with the purchase of additional land to form a garden.

## **2.11 Smoking**

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

## **2.12 Ending Your Tenancy**

**2.12(a)** If you want to end your tenancy then you must give SLHD a minimum of four clear weeks' written notice (a "notice to quit"). That notice to quit must expire on a Sunday. You **MUST** return all keys for your property by 12:00 noon on the Monday after your notice to quit expires.

A written form is available from SLHD that you can complete and return to ensure that notice is given properly. You will also be asked to provide a forwarding address.

You must return all keys to the property to SLHD by 12 noon on the day you leave, (including gas and electric meter keys where appropriate). You may hand your keys in before your notice period expires but you may be charged rent for the whole period. You agree that SLHD may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf. If you leave the property after giving notice and fail to return the keys by the specified time SLHD will change the locks and recharge the cost to you.

**2.12(b)** When you leave the property, it must be left in good condition. This includes removing all items from the property and garden, including the loft space, ensuring that the property is clean and left in good decorative order throughout. This includes any fixtures and fittings.

All lawns and hedges must be trimmed, and borders left tidy and free of litter and any waste, including any type of faeces.

The waste and recycling boxes should be left in situ and be clean and empty. If any improvement, addition, or alteration has been carried out without permission, the addition or alteration should be restored or reinstated to its original state unless advised otherwise. This includes external structures.

If you fail to restore/reinstate the condition of your property before you leave, then SLHD may carry out those works and recharge you for the cost.

**2.12(c)** In the event of your death and you are the sole tenant unless someone qualifies to succeed to your tenancy your tenancy will not automatically end on your death. If you have appointed an executor of your estate (or there is an administrator) then that person will need to end your tenancy on your behalf. If no such person has been appointed, then SLHD will take steps to end your tenancy. Rent continues to be payable after the tenancy ends.

**2.12(d)** 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.

**2.12(e)** 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. St. Leger Homes of Doncaster can end your tenancy if they consider it to be abandoned as implied surrender.

**2.12(f)** In the event that you permanently leave the property we will remove and store any items left in the property, but not rubbish, damaged goods or items of no value. Where possible, 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 send the notice to your last known address or to any forwarding address that you have provided.

If the items are not collected, we will dispose of them and charge you for the cost of storage and disposal.

## **High Risk Buildings**

### **2.13**

The Building Safety Act 2022, Fire Safety Act 2021 and Fire Safety England Regulations 2022 aim to ensure that tenants are safe in their homes and put stipulations on local authorities and tenants to increase building and fire safety. The Building Safety Act defines higher-risk buildings as those which are 18 metres or higher and/or have at least 7 storeys. If you reside in one of these buildings, then this section relates to you. Along with all other obligations, these additional obligations are for these tenants.

**2.13 (a) You must** allow access for all checks relating to building and fire safety including sprinkler maintenance and fire doors checks

**2.13 (b) You must** keep balconies clear and free from clutter and hazards and not store any combustible materials

**2.13 (c) You must** not breach compartmentation in your flat by compromising fire safety measures

**2.13 (d) You must** not do anything to prevent the effective operation of the sprinkler system in your flat at any time.

### **Access to your Home**

**2.14** You must ensure that St. Leger Homes of Doncaster staff, Council's officers, representatives, and their agents can gain access to the property to carry out tenancy checks, which include general inspections and investigate allegations of tenancy breaches 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. Failure to provide access will result in St. Leger Homes of Doncaster instructing the Council to obtain a warrant to gain access to your home and you will incur legal costs.

**2.14(a)** Our staff or approved contractors working for SLHD will be required to access your home, (upon production of an official identity card). We will endeavour to ensure you are given prior notification of when access is required, and you should not unreasonably deny access. Failure to allow access will result in legal proceedings which could incur costs to you. We may also charge you for missed appointments and abortive visits.

Accessing your property, particularly for essential repairs and maintenance is paramount for your safety and those in your neighbourhood and we will always reserve the right to enforce this and gain entry where necessary.

Reasons for access include-

- Electrical Installation Conditions Report (EICR) 5 yearly
- Gas Servicing - Annual
- Solid Fuel servicing visits
- Asbestos surveys
- Access to carry out necessary repairs.
- Visits linked to investigating alleged anti-social behaviour.
- Work linked to improving the energy efficiency of your home.
- Fire Safety regulation checks.
- General inspections and Keeping in Touch visits.
- Show an applicant from the Housing Register around the property when you have given notice to vacate.

In an emergency, where you cannot be contacted, we may need to force entry to your home. If this occurs, we will ensure any damage to locks or doors is repaired, and we may recharge these costs to you depending on the circumstances.

**2.14(b)** You must allow SLHD to undertake necessary repairs, maintenance and improvements to your property to ensure properties meet the necessary regulatory standards including energy efficiency, Decent Homes Standard and Health, Safety and Compliance standards. Failure to allow work to be undertaken may result in

legal enforcement action being taken against you to allow the work to be completed and you may be required to pay the costs associated with such action.

**2.14(c)** You must allow SLHD to reasonably fit monitoring equipment in your home to assist in diagnosing defects or plan energy efficient improvements. Failure to allow monitoring equipment to be fitted may result in legal enforcement action being taken against you to ensure equipment can be fitted and you may be required to pay the costs associated with such action

## **SECTION THREE**

### **THE COUNCIL'S OBLIGATIONS**

#### **3.1 Repairs and Maintenance**

**3.1(a)** SLHD will carry out repairs for which we are legally responsible within specified timescales following you reporting the repair to us. The timescales for these repairs, and details of which repairs we are responsible for, are contained within the Repairs and Maintenance Policy. The Policy may be updated from time to time and if this happens all tenants will be notified of any changes. The Policy can be viewed on our website [www.stlegerhomes.co.uk](http://www.stlegerhomes.co.uk). Alternatively, if you require the document in an alternative format, such as large print or coloured background, then please contact us.

There are certain items of repair for which the tenant is responsible. Tenants responsible repairs include.

- Replacing fluorescent tube(s), lightbulbs, starter(s) and lamp holder skirt(s) (the part that holds your lamp shades on), pull cord(s) and toggle(s)
- Repairing TV aerial sockets unless they are part of a communal system
- Resetting of trip switch(es) on the consumer unit(s)/fuse board.
- Replacing plumbing furniture and fixings; toilet seat, plug and chain, toilet roll holders, shower curtain and shower rail.
- Replacing decorative joinery furniture and fixings; dado rail, curtain batons, curtain rails
- Filling decorative crack(s) to wall(s) or ceiling(s) (cracks no wider than a £1 coin thickness)
- Renewal of line to rotary or line driers
- Internal decoration
- Any tenants' own improvements

The tenant will also be responsible for the repair, or replacement of any item (excluding fair wear and tear) in a property whereby the damage is caused through.

- The tenant and/or any other individual residing at the property
- Any individual knowingly allowed into the property
- Any household pet and/or animal knowingly allowed into the property

If the damage causes a threat to the health and safety of persons or property, then the repairs will be carried out by SLHD, and the costs incurred may be recharged to the tenant. Further details of recharges can be found in SLHD's Recharge Policy.

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) Carrying out repairs**

SLHD delivers its repairs and maintenance obligations through three different approaches.

- The 'One' Repairs Service
- Planned Maintenance
- Cyclical Maintenance

Further details and timescales of repairs can be found in our Repairs and Maintenance Policy as referred to earlier.

**3.1(d)** we will not accept any case or claim regarding disrepair unless you have contacted us in the first instance and gone through our alternative dispute resolution process.

**3.1(e)** SLHD will not be responsible for any damage to your property including decorations or loss from the property due to fire, flood, theft, burst pipes or similar events, unless it can be shown that this is caused by SLHD's negligence, breach of contract or breach of statutory duty. (Note this does not affect the duties to repair set out in section 3.1(c)). You are advised to obtain insurance to cover such damage or loss.

## **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**  
**Civic Office**  
**Waterdale**  
**Doncaster**  
**DN1 3BU**

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 your 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.

## **SECTION FOUR**

### **4.1 THE TENANT'S RIGHTS**

Provided the tenant(s) does 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 these will not apply to you during the period that your tenancy is demoted. For a definition of a demoted tenancy please refer to Section Nine 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 **three** years and the property is not exempt from the Right to Buy scheme. You should contact SLHD for further information if required.

**4.1(b)** To apply for certain types of improvement grants 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

St. Leger Homes of Doncaster will consider your request and notify you in writing of their decision.

**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. Written permission 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.

Council tenancies can only be assigned once under Section 91 of the Housing Act 1985.

**4.1(f) \*The right to Succession**

Automatic succession rights will be limited to **Spouse or Partner only**. This will only apply to tenancies which started on or after 1<sup>st</sup> April 2012, as per the Localism Act 2011.

Applications from other family members will be considered if they can evidence continuous residence in the property for a five-year period immediately preceding the death of the tenant and providing there has been no previous succession and there is no spouse or partner remaining. If other family members claim succession but cannot evidence the five-year residency, and if appropriate, a new introductory tenancy may be granted for the remaining occupants under the Council's Allocation Policy.

For Tenancies granted before 1<sup>st</sup> April 2012, the following will apply:

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 successions 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. Council tenancies can only be succeeded once under Section 91 of the Housing Act 1985.

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

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

**4.1(k)** The right to compensation for a qualifying person for certain improvements defined by the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

**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.

## **SECTION FIVE**

### **5.1 THE COUNCIL'S RIGHTS**

**5.1(a)** The Council have 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 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.

## **SECTION SIX**

### **6.1 SOLAR PANEL SYSTEM**

**6.1** General Terms relating to the Solar Panel System.

**6.1.1** The Council or the Provider may install and retain the Solar Panel System at the property.

**6.1.2** During the FIT Period the Solar Panel Shall belong to the Council or the Provider (as appropriate) and shall not form part of the property.

**6.1.3** The Council or the Provider may connect the Solar Panel System into and use the existing electrical system within the property.

**6.1.4** The Council or the Provider (as appropriate) is exclusively entitled to the benefit of the Feed in Tariff.

**6.1.5** Any electricity generated by the Solar Panel System may be used by you and neither the Council nor the Provider will charge you for that electricity.

**6.1.6** Any electricity generated by the Solar Panel System which you do not use will be exported to the national grid for the sole benefit of the Council or the Provider (as appropriate).

**6.1.7** The part of the Solar Panel System known as the inverter may use a small amount of electricity from the electricity supply in the property and you will not charge the Council or the Provider for that electricity.

**6.1.8** The Council or the Provider may at any time alter the Solar Panel System or remove it from the Property either permanently or for a period of time.

**6.1.9** The Council's and St Leger Homes' obligation under this Tenancy Agreement to repair service installations for the supply of electricity does not include an obligation to maintain or repair the Solar Panel System.

**6.1.10** In the event of the Solar Panel System or any part thereof failing and being uneconomic to repair or replace the Solar Panel System can be left in place until such time as it is economic to repair or the Solar Panel System is removed.

**6.1.11** The amount of free electricity that the Solar Panel System may generate and which may be used by you may vary and that neither the Council nor the Provider

are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:

- (i) the Council or the Provider carrying out repairs, works or alterations to the Solar Panel System or removing it from the property
- (ii) the Council carrying out repairs works or alterations to the property
- (iii) the weather season or other factors beyond the control of the Council or the Provider
- (iv) the age of the Solar Panel System (solar panels may become less efficient with age)
- (v) the Solar Panel System or any part thereof failing or becoming uneconomic to repair or replace; or
- (vi) any other reason

**6.1.12** In the event that you exercise your right to buy the property and you wish to continue to receive the electricity generated by the Solar Panel System you should let the Council know. The Council or the Provider may enter into a lease with you to allow the Solar Panel System to remain at the property and in return you will still receive free electricity from the Solar Panel System. Alternatively if agreement cannot be reached the Solar Panel System may be removed from the property.

## **6.2 The Council's obligations relating to the Solar Panel System**

**6.2.1** The Council will inform you if the Solar Panel System is to be removed by the Council or the Provider.

**6.2.2** The Council will subject to clauses 9.1.8 and 9.1.10 above either keep or take reasonable steps to ensure that the Provider keeps the Solar Panel System in good repair and working order during the FIT period.

## **6.3 Your obligations in respect of the Solar Panel System**

**6.3.1** You will allow the Council or the provider (and the Council's or the Provider's employees or contractors acting on the Council's or the Provider's behalf) access at reasonable times and subject to reasonable notice to install, maintain, repair, replace or undertake other works to or inspect the condition of the Solar Panel System and to take meter readings (the inverter is normally installed in you loft space which means that the Council or the provider may need access to your loft space from time to time.)

**6.3.2** You will not cause any damage to or interfere with the Solar panel System (including any cables serving the same) and pay us or the Provider any reasonable costs incurred by us or the Provider in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to the property.

**6.3.3** You will make sure that no trees or vegetation at the property grow to overshadow the Solar Panel System.

**6.3.4** You will make sure that nothing is constructed or erected at the property which overshadows the Solar Power System.

**6.3.5** You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of the property to which the Solar Panel System is attached or in which it is contained.

**6.3.6** You agree to use the electricity generated by the Solar Panel System for lawful personal domestic use only, not to store the electricity generated by the Solar Panel System in large storage batteries (this does not include rechargeable batteries in portable devices including but not limited to mobile phones, electric toothbrushes and mobility scooters) and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.

## **SECTION SEVEN**

### **FURTHER INFORMATION**

***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 the provisions of Schedule 2 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 have 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 recover 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**  
**Civic Office**  
**Waterdale**  
**Doncaster**  
**DN1 3BU**

## **SECTION EIGHT**

### **Tenant Voice**

SLHD are passionate about giving tenants the opportunity to be involved, have your say and a voice. We always want to hear feedback and will always listen and use this to shape our services and policies going forward.

We will also consult tenants on matters affecting their home and where they live, using a variety of methods and will feed back following consultation to show where we have listened to the views of tenants and the feedback has made a difference.

SLHD has a Tenant Voice Model which provides many different ways for you to be involved and have your say about our services. There are many different levels where tenants can be involved:

- Tenant representation on SLHD Board
- Play a key role in consultation and scrutiny either on our One Voice Forum or Tenant Scrutiny Panel
- Play a key role in your local area by being a member of a Tenant and Resident Association or a Tenant Club using our Communal Halls.
- Help us monitor how we deliver our services by getting involved in mystery shopping

- There are lots of opportunities for you to get involved via our Get Involved Group either virtually or in person or by completing a survey or being part of a focus group.

We will keep tenants updated on our performance using variety of methods, including the production of an Annual Review document.

We will keep you informed about changes that affect your tenancy and your home, and we will be open and transparent and ensure key policies are easily accessible at all times.

## SECTION NINE

### Notes for Tenants

**9.1** 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 or Universal Credit**.

**9.2 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 9.3 APPLIES TO SECURE TENANTS ONLY

#### 9.3 PRESERVED RIGHT TO BUY (PRTB) & RIGHT TO AQUIRE

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

**9.3(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).

**9.3(c)** You will not have the Right to Buy your property if you live in housing excluded from this legislation.

**9.3(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.

**9.3(e)** You have the right to acquire your property under the Housing Act 1996, unless you live in housing excluded from that legislation.

#### 9.4 Comments, Complaints and Compliments

**9.4 (a)** We have a Compliments, Comments and Complaints Policy, details of which can be found on our website or by contacting the Customer Access Team on 01302 862862. If you feel we have broken this tenancy agreement or have not performed

any obligation in it, you should first complain to us giving the details of the breach or non-performance.

**9.4(b)** If we fail to deal with the complaint, or you believe that we have continued to not comply with this tenancy 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 complaint's procedure.

**9.4(c)** Our staff will treat you with respect at all times and act reasonably and fairly in accordance without Equal Opportunities Policy and Procedure. You should treat our staff in the same manner.

## **9.5 Data Protection**

**9.5(a)** SLHD process data in accordance with the Data Protection Act 2018, the UK General Data Protection Regulation (GDPR) and our Privacy Notice provides more information about how we handle your personal data.

**9.5(b)** Information collected and stored by SLHD may be used and shared in accordance with our Privacy Notice, a copy of which can be found on our website – [www.stlegerhomes.co.uk](http://www.stlegerhomes.co.uk)

## **9.6 Mediation**

**9.6** Where in the opinion of St. Leger Homes 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.

## **9.7 Safeguarding**

**9.7** SLHD has a duty to act in the best interests of children and vulnerable adults to protect them from harm as required in national policies and guidance. These include the Children Act (1989 & 2004), Working Together to Safeguard Children, and the Care Act (2014). Indicators of abuse include but are not limited to physical abuse, neglect, sexual abuse, child sexual exploitation, emotional abuse, financial abuse, discriminatory abuse, domestic abuse, modern slavery, self-neglect, female genital mutilation and private fostering. SLHD has a duty to raise concerns of safeguarding in line with the Safeguarding Children and Adults procedure.

## **9.8 Working in Partnership**

**9.8** St. Leger Homes of Doncaster works in partnership with other agencies such as the Council, Police, NHS and a range of other public sector and voluntary agencies to reduce crime and disorder in Doncaster's communities and improve the lives of the people of Doncaster.

Reducing crime and disorder in our communities helps to improve the quality of life for residents and contributes to the regeneration of Doncaster. This can only be achieved by working with the community to identify the issues that matter most to residents.

Partnership working enables this to happen by bringing together agencies with an interest in community safety and cohesion, and co-ordinating efforts to reduce crime across the borough.

As part of this work St. Leger Homes of Doncaster can use their own tools and powers in relation to breaches of the Tenancy Agreement but in addition to this can work with other agencies who can use their tools and powers to tackle and reduce crime and disorder.

## 10 Definitions

**10.1** The term '**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.

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

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

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

**10.5** The term **Anti-Social Behaviour** (ASB) is taken as the definition from the Anti-Social Behaviour, Crime and Policing Act 2014 as;

**10.5(a)** conduct that has caused, or is likely to cause, harassment, alarm, or distress to any person.

**10.5(b)** conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or;

**10.5(c)** conduct capable of causing housing-related nuisance or annoyance to any person

**10.6** 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.

**10.7** 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.

**10.8** The term '**neglect**' refers to children and adults who are not receiving adequate food, emotional warmth, supervision or stimulation or exposed to inadequate, dirty/cold environments and their medical or hygiene needs are not being met.

**10.9** The term '**sexual abuse**' is any sexual activity that an individual has not consented to, was unable to consent to or was pressured into consenting to.

**10.10** The term '**child sexual exploitation**' refers to the sexual exploitation of children and young people under the age of 18 and when the child or young person receive something as a result of performing sexual activities and either themselves or others.

**10.11** The term '**emotional abuse**' refers to any action that causes emotional harm or distress to an individual such as verbal abuse, humiliation, intimidation, bullying, harassment or abandonment.

**10.12** The term '**financial/material abuse**' refers to any action that involves theft, fraud, exploitation or withholding money or using manipulation to threaten harm, neglect or abandonment.

**10.13** The term '**discriminatory abuse**' includes sexism, ageism, racism, hate mail, harassment, slur on character, bullying through social media and verbal or physical threats.

**10.14** The term '**modern slavery**' encompasses slavery, human trafficking, forced labour and domestic servitude and traffickers or slave masters using whatever means to coerce, deceive and force individuals into a life of abuse and inhumane treatment.

**10.15** The term '**self-neglect**' is neglecting to care for one's personal hygiene, health or surroundings and includes behaviour such as hoarding.

**10.16** The term '**private fostering**' occurs when a parent arranges for a child to be cared for by someone else for more than 28 days.

**10.17** The term '**hoarding**' is the collection of excessive quantities of goods and objects, coupled with an inability to discard. This becomes problematic when it is extensive and inhibits the use of the home or a person's function and is a registered psychiatric disorder.

**10.18** The term '**harass**' 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, agent's contractors, or any other person.

**10.19** The term '**nuisance**' includes any behaviour, which in the opinion of the 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.

**10.20** 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 on 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.

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

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

**10.21(c)** In such a manner that the quality of life of the person aggrieved is reduced

**10.22** The term '**domestic abuse**' 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.

**10.23** 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, or age.

**10.24** The term '**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.

**10.25** 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.

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

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

**10.28** The term ‘**statutory overcrowding**’ means too many people occupying the property as set out in 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.

**10.29** The term ‘**habitual**’ means to do something constantly or on a regular basis.

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

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

**10.32** The term ‘**The Neighbourhood**’ refers to 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.

**10.33** The term ‘**Central FIT register**’ means the register kept and maintained by OFGEM.

**10.34** The term ‘**Feed in Tariff**’ means the sum paid by energy companies and/or the government and/or any other buyer in consideration for the electricity generated from the Solar Panel System and/or the electricity which is exported to the grid and sold to any other buyer, and any other benefits that arise from the micro generation of electricity by the Solar Panel System including carbon credits or CO2 savings.

**10.35** The term ‘**FIT period**’ means the period of twenty years from the date that the Solar Panel System is installed at the property and is recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register by OFGEM.

**10.36** The term ‘**MCS**’ means the Microgeneration Certificate Scheme or equivalent schemes accredited under EN45011.

**10.37** The term ‘**OFGEM**’ means the Gas and Electricity Markets Authority or such other authority that takes over its function in respect of the Feed in Tariff.

**10.38** The term ‘**Provider**’ means any person appointed by the Council to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title.

**10.39** The term ‘**Solar Panel System**’ means any solar panels fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on the property.

## **Section 11 List of Relevant Policies and Strategies**

Relevant Policies and Strategies relating to this agreement include:

- Housing Management Policy
- Tenant Voice Strategy
- Asset Management Strategy
- Environmental Strategy
- Repairs Policy
- Customer Own Improvements Policy
- Damp and Mould Policy
- Recharge Policy
- Compliments, Comments and Complaints Policy
- Anti-Social Behaviour Policy
- Safeguarding Policy
- Vulnerable Persons Policy
- Unacceptable Behaviour Policy
- No Access Policy

These Policies can be viewed on our website at [www.stlegerhomes.co.uk](http://www.stlegerhomes.co.uk).  
Alternatively, if you require a document in an alternative format, such as large print or coloured background, then please contact us.

| Term                                      | Abbreviation |
|-------------------------------------------|--------------|
| St Leger Homes of Doncaster               | SLHD         |
| City of Doncaster Council                 | CDC          |
| Anti-Social Behaviour                     | ASB          |
| Electric Vehicle                          | EV           |
| Electrical Installation Conditions Report | EICR         |
| General Data Protection Regulation        | GDPR         |
| Department of Work and Pensions           | DWP          |
| Feed In Tariff                            | FIT          |
| Arm's Length Management Organisation      | ALMO         |
| Preserved Right to Buy                    | PRTB         |