

# Your Home Your Community

## Tenancy Agreement

*Managed by Rykneid Homes Ltd*



# Welcome

## Welcome to your new home!

On behalf of North East Derbyshire District Council and Rykneld Homes, we want to extend a warm welcome to you, your family and anyone else who will be living with you in your new home.

We promise you that we will do our best to ensure that you receive the best possible service from us, and that we really do mean it when we say we want to hear your opinions - whether these are about us, or anything going on in your neighbourhood.

The tenancy agreement that you are now reading provides you with important information about your rights and responsibilities that you need to know to get the best out of your new home. It also tries to explain the reasons behind some of these, which can be best summed up in the word 'neighbourliness'. If you do not understand anything in this tenancy agreement, please contact a representative from Rykneld Homes who will be happy to help.

We hope you will be very happy in your new home, and just as importantly, in your community and your neighbourhood!

# Contents

The main headings in your tenancy agreement are set out like this:

- 2 Your Rent
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- 6 Your Rights to Involvement and Information
- 7 Repairs and Maintenance
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- 9 Moving Home and Ending Your Tenancy
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## KEY POINTS

You should read all this agreement and use it for reference in the future. However here are some key points that you may wish to note and the sections where you will find them:

	Section
Domestic Violence	4.1
Exchanges	9.9
Gardens	3.19 - 3.26
Joint Tenants - responsibilities	2.3, 9.3
Lodgers	4.2 - 4.5
Nuisance/Anti-Social Behaviour	3.10, 5.1 - 5.8
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Repairs etc. that we must do	7.1 - 7.4
Repairs you must do	7.10 - 7.13
Right to Buy	9.17 - 9.19
Vehicles and Parking	3.27 - 3.33

# Notes

- 1 Your landlord is North East Derbyshire District Council, and Rykneld Homes is the agent responsible for managing your tenancy.
- 2 When you and we sign this document, it forms a legal agreement between you and North East Derbyshire District Council.
- 3 Please read this document carefully, or have someone read it to you, before you sign the 'declaration'. If there is anything you do not understand please contact Rykneld Homes who will be happy to help.
- 4 It is very important that you clearly understand the details of the tenancy agreement, as you risk legal action that could result in the loss of your home if you do not keep to it.
- 5 If you have any concerns about your tenancy and the terms of this agreement you should get advice from the Citizens Advice Bureau, a Law Centre or a Solicitor.
- 6 If at any time you believe that you will not be able to comply with any aspect of this tenancy agreement you should let Rykneld Homes know straightaway and we will be glad to offer advice and support.

## Joint Tenancy

If you have signed this agreement with someone else like your husband, wife or partner, you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for all the conditions in this tenancy agreement.

# 1. Tenancy Details

## We agree that:

1.1 This tenancy agreement is between North East Derbyshire District Council and:

Name(s)	Date of Birth	National Insurance Number

1.2 The address of the property rented in this agreement is:


1.3 Type and size of property:

Number of Bedrooms:

Garden(s): Yes  No

Position: Front

Side

Rear

1.4 This weekly tenancy begins on:

under the conditions set out in this agreement.

**1.5 The current weekly charges for the property are:**

Rent	£	<input type="text"/>
Heating/Hot Water	£	<input type="text"/>
Other*	£	<input type="text"/>
<b>TOTAL</b>	£	<input type="text"/>

*\* Staff to specify reason for these charges*

**1.6 Rent and any other charges which you owe from a previous tenancy with North East Derbyshire District Council.**

As a condition of this tenancy you must also pay the following sums:

Former Tenant Arrears £   
in respect of your previous tenancy at:

Repair or other Recharges £   
in respect of your previous tenancy at:

You agree that you will pay what you owe straightaway or you will pay £  each week until you have repaid the money you owe.

**You understand that if you do not pay this money you will be breaking the conditions of this tenancy agreement and you may risk legal action that could result in the loss of your home.**

**1.7 This tenancy is:**

\* an introductory tenancy until  when you will become a 'secure' tenant, unless we have reason to extend or end your introductory tenancy;

**OR**

\* a secure tenancy, as a result of your circumstances immediately before this tenancy began.

*\*staff to tick and initial as required*

# Important Information

## 1.8 If you are an introductory tenant

An **Introductory Tenant** is usually a first time council tenant, and the introductory tenancy lasts for a trial period. You have fewer legal rights than a secure tenant, and can be evicted more easily. If there are no problems during this trial period you will automatically become a secure tenant after 12 months. **However, you must not break any conditions of your tenancy.**

In some circumstances the Introductory period may be less than 12 months depending on your previous tenancy.

## If you are a secure tenant

Being a **Secure Tenant** means you may live in your home as long as you want to unless there is a legal reason why the Council wants to take it back. This could be because of your own actions or of someone living or visiting you, or because of special circumstances (see section 9.16). The County Court has to agree with the Council's request to evict you.

A brief summary of the different rights that are available to introductory and secure tenants is as follows:

	Secure tenants	Introductory tenants
Right to succession of partner/family member	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	Yes
Right to buy	Yes	No*
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No

*\*but the introductory period counts towards discount*

# Demotion

1.9 Under certain circumstances, we may apply to the County Court to have a Secure Tenancy reduced to a Demoted Tenancy. This would be if you, someone in your household or a visitor have behaved anti-socially in your home or in the general locality, or used your home for criminal activities.

## Demotion would mean that:

- Your secure tenancy rights would be reduced to those of an introductory tenancy for up to a year;
- Any rent arrears built up become payable immediately.
- It would be easier to evict you if you continue to break or ignore your conditions of tenancy.

# Meaning of Words

1.10 The meanings of certain words used in this agreement are as follows:

## YOU, YOUR

The tenant of the property. If two or more people are joint tenants, 'you' means each individual and all tenants together. Each individual tenant and all joint tenants have all the rights and responsibilities set out in this agreement.

## THE PROPERTY

A home and any private garden.

## COMMUNAL AREAS

The parts of a building or estate used or shared by a number of tenants or residents, including stairways, paths, entrances, hallways, shared landscaped areas, and so on.

## HOUSEHOLD

Everybody living in your property, including children, lodgers, visitors and sub-tenants.

## WE, OURS, US

North East Derbyshire District Council and, as managing agent, Rykneld Homes.



# 2. Your Rent

## PAYING YOUR RENT

- 2.1 You must pay your rent and any other charges in full every week unless we have made other arrangements with you. If you want to pay your rent (and other charges) other than weekly then you must pay in advance.
- 2.2 You must also pay any weekly amounts set out in section 1.6 which are for rent and/or other charges from a former tenancy.
- 2.3 If you are joint tenants you are each responsible for all the rent, other charges and any rent arrears. We can recover all rent arrears owed for your home from any individual joint tenant.
- 2.4 If you do not pay your rent, charges or costs, or if you regularly miss or pay late, we will take action to recover the money you owe us. This may involve applying to the court to get legal permission to evict you from your home. If we have to go to court we will charge you for the cost of doing so and you must pay that cost straight away.
- 2.5 If you are having difficulties paying your rent you must tell us, and advise us of changes to your household or other personal circumstances, as this can affect the amount you have to pay, especially if you receive any state benefits.

## PAYMENTS FOR DAMAGE, ETC.

- 2.6 You must pay for any damage or neglect of the property caused by you, a member of your household or a visitor. You must also pay for the costs of any work we have to do to remedy any other failure by you to keep to the terms of this agreement, for example as set out in sections 3.2, 3.5, 3.18, 3.22, 3.23, 5.3, 8.3, 8.5, 9.4 and 9.5

- 2.7 When your tenancy ends, or legal action results in you having to leave your home, you must pay us any rent, charges or costs you owe straight away. We will take action against you if you do not do so, or fail to keep to an agreement to repay the debt over a set period of time. You may not be eligible for any further offers of a property from us until the debt is paid.

## SERVICE CHARGES

- 2.8 We have the right to charge you for any new service we provide to your home. The cost will be charged in addition to your rent. We will tell you in writing at least four weeks before we do this.
- 2.9 If you require support services you must pay charges under the terms of this agreement every week in advance for housing related services provided in accommodation where support is provided. These charges will be notified to you and may increase from time to time. We will tell you in writing at least four weeks before any increase takes effect.

## RENT INCREASES

- 2.10 Your rent may be increased or decreased from time to time. You will be advised in writing at least four weeks before any rent change. This notice will also tell you of your right to end the tenancy if you do not accept the new rent level.
- 2.11 If we change the amount of any other charge we will also write and tell you the new amount. We will inform you if any such change may affect your benefit entitlement.

# 3. Using Your Home Responsibly

## IN YOUR HOME & COMMUNAL AREAS

- 3.1 You must use the property as your main home. You must tell us if you are going to be absent for more than a month, so that we know you have not abandoned your home. If you do not use your property as your main home, we will take action to end your tenancy.
- 3.2 You must keep the property in a good condition and use the fixtures responsibly. You must keep the property free of obstacles to reduce the risk of fire and to allow repairs or property inspections to be carried out. If we decide unreasonable amounts of rubbish or other items are accumulating inside or outside your home (such that it could cause a health and safety risk or nuisance to your neighbours), you will be required to remove it or be charged for its removal.
- 3.3 You are responsible for decorating inside your home and keeping the property in good order. You must not cover any walls or ceilings with an "artex" type finish or any other textured surface other than wallpaper. You must tell us about any repairs that need to be made that may lead to further damage or risk to you if not dealt with.
- 3.4 You (or anyone living with you or visiting your home) must not tamper with gas, electricity or water supplies, including with the meters.

## PAYING FOR DAMAGE

- 3.5 You must pay for repairs or replacement if damage is caused deliberately, by carelessness or by your own neglect (not reporting a leaking pipe for example). Any windows broken by you, members of your household or visitors must be reglazed by you or your contractor, at your cost and to

a satisfactory standard. If this is not done we may carry out the work required and charge you the costs incurred.

## STORING GAS & PETROL

- 3.6 You must not keep or use bottled gas containers in your home without obtaining permission from us first. This includes oxygen cylinders for medical use. You may keep up to 5 litres of petrol or any other highly inflammable liquid provided that it is stored in an appropriate container in your shed, garage or outbuilding.
- 3.7 You must not keep any moped, motorcycle or similar vehicle, or any other machine driven by an internal combustion engine (including engine parts) inside your home (or inside communal areas such as entrance halls and landings). This includes petrol-driven lawnmowers.

## REFUSE BINS

- 3.8 You must put rubbish in the bin(s) or chute provided, and keep any communal area free from rubbish or furniture at all times. You must not leave any refuse or recycling bins at the kerbside or collection point except on the day of collection.

## FLOORING IN FLATS

- 3.9 If you live in any flat or maisonette **above** the ground floor you must not lay laminate flooring (or similar material) or glazed, vitreous or quarry floor tiling of any kind as this will add greatly to the level of noise heard by another tenant in a property below yours.

## NOISE

- 3.10 You must not allow noise, whatever its cause, to be loud enough to annoy or inconvenience other people. This includes noise caused by the inconsiderate and unreasonable use of television, radio, music equipment, musical instruments, tools or household appliances.
- 3.11 You must not run or advertise a business from your home without our written permission. Any permission will be withdrawn if the business causes a nuisance to neighbours. It is your responsibility to check if the business requires planning permission.

## ANIMALS & PETS

- 3.12 You are responsible for any pet that you, members of your household or visitors bring into your home, garden or communal areas. You are reminded that you are fully responsible for the safe passage of visitors to your home, whether or not they have been invited.
- 3.13 You may keep domestic pets in your home, if it is a house, bungalow, flat or maisonette, subject to the conditions in 3.16. A domestic pet is considered to be a dog, cat, small caged animal or bird. You may also keep any small amphibians, fish, insects or reptiles provided they are kept only in a purpose designed tank or container (including ponds) within the property.
- 3.14 You will need our written permission to keep other pets or creatures. Your request will be considered on an individual basis. Permission will generally not be granted to keep any wild or dangerous creature. See 3.16.
- 3.15 In sheltered and other specialised accommodation you will need our written

permission to keep any domestic pet or animal because of the type of accommodation you live in.

- 3.16 These are the conditions for keeping pets or animals:

- the pet must be kept under proper control at all times;
- the pet must not cause a nuisance or danger to persons or other animals. Nuisance includes excessive or persistent noise or smell caused by the animal. Keeping a large number of animals may cause a nuisance even if each animal is acting in a normal manner;
- the animals must not cause damage to council or private property, or to communal areas;
- the animal must not be permitted to foul in any communal areas.

- 3.17 These clauses do not apply to Guide or Assistance Dogs.

- 3.18 You must not do or allow anything to be done to encourage wild animals, birds or vermin onto your home or other Council property if this causes a nuisance to residents, damage or any health hazards. This includes feeding or providing nesting materials, and also applies to garden or balcony areas.

## GARDENS

- 3.19 You must keep all garden areas tidy, reasonably weed-free and clear of rubbish with grass cut regularly and not allowed to become overgrown and unsightly. Hedges must be kept trimmed and not allowed to grow over any footpaths or roadways. If you do not maintain your garden in this way we reserve the right to carry out any work required and charge you for the costs of doing so.

## HEDGES

3.20 Hedges at the front of your home must not exceed 1.6m in height, and the hedges to the rear must not exceed 2.0m in height, other than with our written permission. Hedges and trees must not be removed without our written consent, and trees not pruned or pollarded without our written consent.

## TREES

3.21 Trees with a mature height of more than 7m must not be planted, and no trees planted within 5m of the walls of the property. You must take care to remove self-seeded trees such as sycamores.

## BONFIRES

3.22 You must not set fires in your garden or in any open space or burn rubbish or garden waste in a way that is likely to cause a nuisance or annoyance to your neighbours or cause damage to your home or to neighbouring properties.

## PONDS

3.23 Ponds may be installed but only if the relevant garden boundary is adequately secured (for example to stop small children gaining access), and any ponds must be removed and filled in at the end of your tenancy. If you do not then remove a pond, we will charge you for the cost of the work required to fill it in and make good the garden.

## SHEDS

3.24 You must not build or put up any garage, parking area, shed, greenhouse, pigeon coop or any other structure unless you have our permission in writing, unless in the case of a

shed or greenhouse the floor area is not greater than 6'x4' (or 1.8m x1.2m) in which case permission is not required in the case of rear or side gardens. You will be responsible for the maintenance of any such structure. You will not be allowed to put up any structure at the front of the property, and at the end of your tenancy we may ask you to remove any structures you have put up. If you fail to do so we may carry out the work and charge you for it. You must pay any such cost straight away.

## FENCES & WALLS

- 3.25 You must not take down any fence or garden wall unless you have our permission in writing. And if you wish to replace, build or renew a fence or garden wall that is more than 4' (1.2m) high you must also seek our permission.
- 3.26 You must not change or allow to be changed any of the boundaries of the property or the land that is let with it without our written permission.

## VEHICLES & PARKING

- 3.27 You must ask for our written permission to construct a hardstanding or driveway and you or anyone visiting you must not drive across a kerb to access your property unless the kerb has been dropped in accordance with the regulations of the Highway Authority. You are likely to be charged for such work.
- 3.28 You, or anyone living with you or visiting you, must not park a vehicle on your property except on an approved hard-standing, driveway or paved area intended for parking. You must not park on grass verges.

- 3.29 You must not park caravans, motor homes or vehicles with a carrying capacity greater than 1 tonne anywhere on your property without our written consent. You must not park or allow to be parked by anyone living with you or visiting you, any lorry, passenger service vehicle or commercial vehicle on any minor road or housing estate road either at the property or in the locality. This obligation does not extend to single private hire vehicles, ordinary taxis, and small vans.
- 3.30 If your property has a designated residents parking space, only you or your invited visitors may park there.

### VEHICLE REPAIRING

- 3.31 You, or anyone living with you or visiting your home, must not carry out major vehicle repairs on your property or on the public highway or on Council owned land. You may however carry out routine servicing tasks and day to day maintenance to a vehicle that is regularly used as your personal transport or the personal transport of someone living with you. **You must not use your property to store scrap metal or strip down vehicles.**

### SHARED PATHS

- 3.32 You, or anyone living with you or visiting you, must not block in any way a shared driveway or path that gives access to your home and an adjoining property. The installation of any gates across shared paths or driveways must have our written consent and any keys shared with the other users. Any unauthorised obstruction will be removed and the costs of doing so will be charged to you.
- 3.33 You must not park or allow to be parked by anyone living with you or visiting you, any illegal, untaxed or unroadworthy vehicle on any hard standing or on the land around your property or on the road, or on any amenity land, parking area, or garage site in the locality.

# 4. Living With Others

## DOMESTIC VIOLENCE

- 4.1 You must not inflict domestic violence, threaten violence or use mental, emotional, financial or sexual abuse against your partner, ex-partner, or another member of your family or household. Domestic abuse can be considered a good enough reason for eviction, if your partner has left as a result of your violent or abusive behaviour.

## LODGERS

- 4.2 You have the right to take in lodgers, but only if you are a secure tenant. Introductory tenants do **not** have this right. A lodger is someone who lives in your home but was not part of your household when you first moved in. They do not have exclusive rights to any part of your home and will get some sort of service from you such as cooking or cleaning.

## SUB-LETTING

- 4.3 You have the right to sub-let if you are a secure tenant. Introductory tenants do **not** have this right. Secure tenants who wish to sub-let **must** get our agreement in writing first. Sub-letting means that someone who lives with you, but was not part of your household when you first moved in, pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of your property.

## AFFECT ON BENEFITS, ETC

- 4.4 Having either a lodger or sub-letting part of your home is likely to affect any entitlement you may have to Housing Benefit and possibly your Council Tax liability. You must inform the Council's benefit service if you take in a lodger or sub-let part of your home.

## OVERCROWDING

- 4.5 You must not cause your home to become overcrowded. You can get advice on how overcrowding is calculated from Rykneld Homes or North East Derbyshire District Council.

# 5. Respect for Your Neighbours & Your Community

## GOOD BEHAVIOUR

5.1 You are responsible for ensuring the reasonable behaviour in your home, garden or on any part of the estate or neighbourhood of your visitors and all members of your household (including children and any lodgers or sub-tenants). "Reasonable behaviour" here means behaviour that respects the rights of others to peaceful enjoyment of their home and neighbourhood and does not cause, or is capable of causing nuisance, annoyance, distress, alarm or harassment to other people.

## NUISANCE

5.2 You, your household or your visitors must not do, or permit to be done, anything that may cause or be likely to cause harassment, nuisance, annoyance or distress to other people, whether in or around your home or in the general locality.

Examples of behaviour which will cause harassment, nuisance, annoyance or distress include, for example:

- loud music, arguing and door slamming, offensive language, drunkenness, dog barking and fouling, drug abuse and selling drugs;
- littering, neglected gardens, dumping vehicle parts or keeping non-roadworthy vehicles in your garden or nearby, playing ball games near someone else's home and lighting fires;
- firing or threatening to fire air guns, ball-bearing guns or similar at any person or into any open space or highway.

## HARASSMENT & ABUSE

5.3 You, your household (including children) and visitors to your home must not threaten, harass or physically assault any person living in your area for any reason,

including but not limited to their race, sex, sexuality, nationality, faith, age, disability or medical condition. Such behaviour may result in legal action such as injunction, eviction or Anti-Social Behaviour Order (ASBO). Harassment here includes but is not limited to:

- acts of violence or threats to use violence
- using abusive or insulting language, or behaving in an abusive way;
- damaging someone else's property, or threatening to do so;
- producing abusive or insulting graffiti;
- acting to violate a person's dignity, and/or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

5.4 You, members of your household, your visitors or anyone acting on your behalf must not threaten, harass or abuse any Council or Rykneld Homes employee, their agent or contractor, or any other person visiting or otherwise engaged in lawful activity within the locality. This condition applies at or near your home or in any of our office premises.

## DRUGS & GRAFFITI

5.5 You, members of your household or anyone visiting your home must not:

- use your home for any illegal activity, such as selling drugs;
- damage, deface or put graffiti on Council property. You would be charged for the costs of cleaning-up or repair;
- interfere or damage any security or safety equipment or communal entrance doors, or otherwise damage communal areas or facilities.

- 5.6 You, or anyone living with you or visiting you, must not commit an arrestable offence at the property or in the locality of the property.

## **CYCLES & MOTORCYCLES**

- 5.7 You, members of your household or your visitors must not ride bicycles in communal gardens or on communal open spaces around flats and bungalows. You and they must not ride or use motorcycles, motorised scooters or vehicles of any kind on public footpaths or on Council owned open spaces (other than the public highway if they are legally permitted to do so) and must not ride or use such vehicles in a manner which causes excessive noise, nuisance or distress to anyone in the locality such as causing lengthy periods of noise, or any amount of unreasonable noise.

## **LITTER**

- 5.8 You, or anyone living with you or visiting you, must not deposit any litter, waste or rubbish on Council or other property in the locality, including garage sites, parking areas, the gardens of empty properties, grassed or landscaped areas or on vacant plots of land.



# 6. Your Rights to Involvement & Information

## CONSULTATION

6.1 We must ask your views about any Council or Rykneld Homes plans if they substantially affect you. This includes:

- our plans for your home and neighbourhood;
- changing our policies on repairs and maintenance;
- improving or demolishing any properties, and changing any of the services we provide to properties.

We will either consult you directly or through any tenants' or residents' group, or other community groups that are active in your neighbourhood.

6.2 We do not have to consult you about changes to your rent or service charge, but we will tell you in writing at least four weeks before any rent change or before any change to a service charge.

## INFORMATION

6.3 We must give you certain information by law on the Right to Buy, our repair obligations and our rules for considering applications for rehousing and exchanges. This information is provided on our website [www.rykneldhomes.org.uk](http://www.rykneldhomes.org.uk), or you can get further advice at our local offices.

6.4 You have the right to see certain information we have about you or your family. However we will not be able to show you third party information.

6.5 Personal information that you supply to the Council and its agent Rykneld Homes for the purposes of entering into this agreement

will not be disclosed to other persons except in accordance with the requirements of Data Protection legislation. Examples of reasons why personal information may be disclosed are for the purposes of preventing or detecting crime, apprehending or prosecuting offenders or assessing or collecting tax.

## TENANTS' & RESIDENTS' GROUPS

6.6 You have the right to start or join a local tenants' and residents' group. Such groups will have to meet certain standards for them to be recognised by Rykneld Homes. Contact us for more information on groups in your area or how to start one.



# 7. Repairs & Maintenance

7.1 We must keep the structure and exterior of your home in good condition. We will repair and maintain:

- roofs, walls, windows, frames, external doors, floors, drains, gutters, outside pipes
- kitchen and bathroom fixtures - basins, sinks, toilets, baths
- electrical wiring and gas and water pipes
- heating and water heating equipment
- any communal areas around your home (such as stairs, hallways, landings, shared gardens and parking areas)

7.2 We must paint the relevant parts of the outside of your home and any communal areas at regular intervals.

7.3 We must do repairs in a reasonable time. Our timescales for repairs are set out on our website. In some cases you have a legal 'Right to Repair' - you may be able to get compensation if certain repairs are not done on time. Our website has more information on this.

7.4 We will prepare for and clean up after a repair, including making reasonable arrangements to protect your furnishings and other goods where necessary, and taking reasonable steps to make good any damage we cause to your decoration.

## GIVING US ACCESS

7.5 You must allow our staff, agents or contractors sent by us into your home at all reasonable hours for the purposes of inspecting the property or carrying out any works which we think are necessary. You should always ask to see official identification before letting anyone in. Our staff wear their identification which will be easily visible to you.

## EMERGENCY ACCESS

7.6 In an emergency we may need to get in immediately. In the event that access is denied, we may use reasonable force to gain entry to your home. If access is denied when inspection or repairs are needed, we may take legal action to enter your home, or you could be prosecuted for obstruction. **Please note that you must give access for urgent safety work such as servicing gas appliances.**

7.7 You must allow 'clear access' for our staff, agents or contractors for inspection, maintenance or repairs to your home. This means that we must be able to get easily to the part of the property that we need to inspect, repair or improve.

7.8 There are special circumstances when we may need to take possession of your home because of the type or extent of work that needs to be done to it, such as a major repair or demolition. In this case you will be offered a suitable alternative home. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

7.9 You must report any faults or damage promptly. Details of how to contact us are on our website [www.rykneldhomes.org.uk](http://www.rykneldhomes.org.uk).

## SMALL REPAIRS YOU MUST DO

7.10 You are responsible for small jobs, such as replacing tap washers, replacing missing plugs in baths, sinks and wash basins, and unblocking the U-bends. We may do these things for you if you are disabled or infirm.

- 7.11 You are also responsible for changing locks if you lose your keys. If we do this for you, you will be charged for the work (unless you are disabled or infirm). You must also provide such fittings as curtain rails or poles and light bulbs. You must also provide your own T.V aerial (unless there is a shared aerial).
- 7.12 You are responsible for repairing and maintaining your own equipment such as cookers and washing machines (unless we have provided these and set a service charge for them). You are also responsible for insuring your own contents, such as furniture, etc, and are strongly advised to do so. Any home contents insurance scheme that we organise will be set out on our website.
- 7.13 You are responsible for repairing any fixtures and fittings you have added without our permission, and any improvement you have put in yourself, even when approved by us. This does not apply to any fixed gas appliances. You must ask for any gas appliance you plan to install to be approved by us. This appliance must be installed by a GAS SAFE registered engineer, in which case we will maintain such a gas appliance. However if any gas appliance installed by you later fails to meet required standards or is not repairable, we will disconnect it without giving you any compensation.



# 8. Improvements & Alterations

## PERMISSION FOR IMPROVEMENTS

- 8.1 If you are a secure tenant, you have the right to put in your own improvements to your home (such as a new kitchen, or a shower, etc). Introductory tenants do not have this right. However secure tenants must get our agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason, and we will set certain conditions when giving our approval. **You** must check on and obtain any planning or building regulations approvals that may be required. **Any** improvements that involve that building's structure, gas, electricity or water must be approved by us **before** work starts. You must also get our agreement in writing for any adaptation you wish to carry out to the property, for example to assist in meeting someone's health or disability needs. We may be able to help you with what you need.
- 8.2 You may have the right to compensation for certain improvements you have carried out during your tenancy when you move out. Visit our website at [www.rykneldhomes.org.uk](http://www.rykneldhomes.org.uk) for more information.
- 8.3 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. If you do not do this, we may do the required work and recharge you for our costs.
- 8.4 The kind of alterations or improvements which **must** be approved by us include (but are not limited to):
- removing walls;
  - putting up an extension, porch or storm canopy;
  - changing or replacing fixtures and fittings provided by us;
  - decorating the outside of your home

## IF PERMISSION IS REFUSED

- 8.5 If we refuse permission for any alterations or improvements and you have already started the work, you must stop the work immediately. You must also put the property back to its original condition, to our satisfaction, within a reasonable period of time or by the time we tell you. If the work is completed, you will still have to put the property back to its original condition on the same terms. If you fail to carry out the necessary work, we may carry out the work ourselves and charge you for it. You must pay for this straight away. If you do not allow us into your property to carry out this work we will take legal action against you.
- 8.6 You must not remove any major adaptation to the property, such as a level-access shower, without our consent.

# 9. Moving Home & Ending Your Tenancy

9.1 If we believe you have abandoned your home (left without informing us and returning the keys) we will act to take it back (repossess it). If you live away for long periods or otherwise do not use it as your main home we may serve you Notice To Quit, which would effectively end your tenancy. Therefore you **must** contact us and stay in touch if you have any unusual or difficult personal circumstances.

## MOVING OUT & GIVING NOTICE

9.2 You **must** tell us in writing at least four weeks before you want to leave your home. This 'notice' period must end on a Monday, and you must return all your keys to us on or before that day. You must give us access to inspect the property during the notice period.

## JOINT TENANTS

9.3 If you are **joint tenants** any one of you can end the tenancy by giving us four weeks notice. We will decide if any of the other joint tenants can stay in the property. If there is a joint tenancy and one of you dies, the other tenant(s) will continue the tenancy (but with the name of the deceased removed).

## LEAVING THE PROPERTY

9.4 You must leave the property, the fixtures and any furnishings provided in a good condition, clean and tidy ready for someone else to move into. Do not leave any of your belongings behind, otherwise we may dispose of them and charge you for doing this. Please note that this includes belongings in your garden, garage, shed or any other outbuilding. Do not leave furniture or rubbish in any communal area.

9.5 You will be charged for repair or replacement if damage has been caused in excess of 'fair wear and tear'.

9.6 You must not leave anybody else living in your home when you move out, or any animal or pet.

## MOVING TO ANOTHER COUNCIL HOME

9.7 You have the right to apply to move to another Council home, but we will only offer you another home in certain circumstances. We may not allow you to register for rehousing if you have broken any conditions in this tenancy agreement.

9.8 You have the right to see a summary of our rules for who gets offered a Council home. This is provided on our website.

9.9 If you are a secure tenant, you have the right to swap or 'exchange' your home with another tenant of North East Derbyshire District Council, another council or of a housing association. You do **not** have this right if you are an introductory tenant. However secure tenants **must** get our agreement in writing **first** and not move until they have it. We cannot refuse permission unless:

- one of the homes would be overcrowded (Rykneld Homes will tell you the maximum number of people allowed), or would be obviously too large for the person who wants it;
- we or the other landlord is taking legal action to get possession of one of the homes;
- the exchange would mean that a home adapted for elderly or disabled people would have no one living there who needed the adaptation.

We also set certain conditions that you **must** meet before the exchange can go ahead:

- you must not owe any rent or other debt connected with the tenancy;
- your property and garden must be in good condition, and if you have made improvements or alterations without our written consent you must return the property to how it was before.

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

### Passing on your tenancy to someone else

9.10 You cannot transfer your tenancy (called 'assignment') to anyone else unless you have our permission in writing or unless this is done by a Court Order in family proceedings. You have the right to assign your tenancy (pass it onto someone else) to a person who would be legally entitled to the tenancy if you were to die. This is explained in the next section. This passing on of a tenancy can only happen once, and you must contact us if any such situation occurs, as a number of conditions apply.

### Passing on your tenancy if you die

9.11 If you die the tenancy of your home may pass to your husband or wife or your partner (including same sex partners). This is known as 'succession' and legally can only happen once - so if a family member becomes a tenant in this way, the tenancy cannot be passed on again to someone else when they die. However in some circumstances it may be possible to have the tenancy passed on a second time. If such a situation arises your family must contact Rykneld Homes for advice.

9.12 If there is no partner to take over the tenancy on your death, the tenancy may transfer to a member of your family if they have lived with you for the previous 12 months and there have been no previous 'successions'. 'Family member' means parent, child, grandparent,

grandchild, brother, sister, uncle, aunt, nephew or niece. If two or more such family members are eligible to take over the tenancy they should agree who will do so between them; failing that we decide who will become the tenant.

9.13 If the tenancy passes to a relative (other than your partner) and the home is bigger than they need, we have the right (if agreed by a court) to move them to a smaller property.

9.14 This is a short summary of the law regarding this issue, and you, your partner or your family must contact us to confirm who is eligible to take over a tenancy in these circumstances.

## EVICTION

### Reasons for us evicting you

9.15 Rykneld Homes, on behalf of the Council, can only take action to evict you by serving a relevant notice on you and then applying to the court.

9.16 We can do this for a number of reasons set out by law - further details are given on our website [www.rykneldhomes.org.uk](http://www.rykneldhomes.org.uk). However you should note that these reasons include:

- non payment of rent, or other breaches of this tenancy agreement;
- causing a nuisance, behaving anti-socially or being convicted of certain offences;
- your partner leaving as a result of domestic abuse;
- damaging the property;
- where we need to carry out major works or demolition.

## Right to buy

- 9.17 If you are a secure tenant, you have the right to buy your Council home, unless you live in a certain type of accommodation such as specialist housing for elderly or disabled people. Introductory and Demoted tenants do not have the right to buy.
- 9.18 To qualify for the right to buy you must be a secure tenant and have been a Council or other public sector tenant (housing association or armed forces accommodation for example) for a total of three years or more; it does not need to have been a continuous three year period.
- 9.19 If you live in a flat or maisonette, the right to buy will be on a leasehold basis.

## 10. Notices

- 10.1 If you wish to serve a notice to do with legal proceedings, it should be served at the Head Office of our managing agents, Rykneld Homes, 2013 Mill Lane, Wingerworth, Chesterfield, Derbyshire S42 6NG (or to any subsequent address as we may notify you of from time to time).
- 10.2 In addition to any way permitted by law, we may serve any notice on you at your home by putting it through the letter box (including by post), fixing it to the dwelling or by leaving it with somebody for you at the dwelling.

## 11. Declaration

You should sign below after reading this agreement.

### You agree that:

- you understand this tenancy agreement and will keep to its conditions
- the information which you gave in your application for a tenancy was and still is true.

Tenant(s) Signature(s)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Signature on behalf of North East Derbyshire District Council:

\_\_\_\_\_

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

# 12. Tenancy Agreement Privacy Statement

## YOUR DECLARATION

### I understand the following:

You will use the information I have provided to register my housing application to deliver services and meet the contractual requirements of this Tenancy Agreement.

You may check some of the information with other sources within the Council, other Councils and Government departments, e.g. the Benefits Agency, Department for Work and Pensions, the Inland Revenue and the Home Office.

You may also get information about me from certain other organisations, or give information about me to them to: make sure the information is accurate; prevent or detect crime; and protect public funds and to deliver the services contracted through the Tenancy Agreement. These other organisations include Government departments, Local Authorities and private sector organisations such as banks and organisations that may lend me money and those who provide services on behalf of Rykneld Homes Limited such as repairs contractors.

If I have given information that is incorrect or incomplete you may take action against me, including Court action.

I declare that the information I have given is correct and complete. I have also read and approve of the use of information described in the Rykneld Homes Privacy Notice.

Signatures: \_\_\_\_\_

Tenant 1: \_\_\_\_\_

Tenant 2: \_\_\_\_\_

Tenant 3: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

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



# Notes



# Notes

# Notes



# NO ENGLISH? NO PROBLEM

If you require this publication  
in large print or braille  
please call us on

**01246 217670**

**Rykneld**   
**HOMES**  
*at the heart of communities*



## Język polski

W Rykneld Homes zależy nam na dostarczaniu doskonałej jakości usług naszym lokatorom, dzierżawcom i mieszkańcom. Aby porozmawiać z nami po polsku zadzwoń pod numer

**01482 971724**



## For all other languages

**01246 217670**