



TENANCY AGREEMENT

**St Albans City & District Council
Civic Centre
St Peter's Street
St Albans
Hertfordshire AL1 3JE**

We welcome you to St Albans District Council Housing Service. We hope you are happy in your new home.

This is the tenancy agreement between us (St Albans City & District Council) and you (the tenant). It sets out both your and our rights and responsibilities, including those relating to paying your rent and service charges as well as looking after your home and estate. It sets out how we expect you, members of your household, and visitors to behave and what you can expect from us.

We expect you to carry out your responsibilities such as paying your rent. We use your rent for important services like repairs and improvements to your home.

We ask that you respect your neighbours by making sure you do not harass them or any visitors to your estate. We will work with you to keep your estates clean, to tackle anti social behaviour and to encourage you to take part, share your views and become involved in running your home.

To make sure you fully understand your responsibilities, and demonstrate that you can keep to the terms of your tenancy all new tenants will have a 1 year introductory tenancy before converting to a more secure form of tenancy.

In order to make best use of housing stock and as part of our Tenancy Strategy, from 1st April 2013 the Council will give all new tenants a flexible tenancy (apart from those moving into retirement housing or elderly designated bungalows). This will be a tenancy for a fixed period of either 2 or 5 years. In the final year of your tenancy your circumstances will be reviewed before we renew it for a further period or end the tenancy. You will be given at least 6 months notice if we decide not to renew your tenancy. Full details of the flexible tenancy scheme can be found in the current Tenancy Strategy. (Copy available on the website or on request)

Tenants who have a flexible tenancy will have many of the same rights as existing secure tenants including the right to buy and the right to one statutory succession.

If you have a flexible tenancy starting after April 1st 2013 please be aware that before your introductory period ends we will be reviewing the categories of people who are entitled to a lifetime tenancy therefore your security of tenure could change. Any change will be of benefit to you.

You are required to provide a photograph of all persons named on the tenancy agreement. If there are any changes in respect of the tenancy e.g. name change on marriage, death or divorce then you are required to provide proof of this via a relevant certificate before any changes are made.

1 General

This tenancy agreement is made between you
(Full names, no initials)

And us St Albans City and District Council

Type of Tenancy (The Housing Officer/Housing Options Officer will tick the type of tenancy you are given and sign their name in the box)

	PO Signature
<p>1. An introductory tenancy under the Housing Act 1996. It will last for one year from until.....</p> <p>Unless extended. After this date it will automatically become a secure lifetime tenancy unless we have begun possession proceedings against you or we have extended your introductory tenancy.</p>	
<p>2. An introductory tenancy under the Housing Act 1996. It will last for one year from Until.....</p> <p>Unless extended. After this date it will automatically become a five year flexible secure tenancy under the Housing Act 1985 (amended by the Localism Act 2011). We will review whether a further flexible tenancy should be issued and we will start this process at least eight months before the end of your tenancy.</p> <p>Your tenancy will be reviewed before unless the introductory tenancy is extended.</p> <p>If, following the review of your tenancy it is decided your tenancy will end, we will give you at least six month's notice to end the tenancy.</p> <p>Unless your introductory tenancy is extended, your flexible secure tenancy will end on</p>	
<p>3. An Introductory Tenancy under the Housing Act 1996. It will last for one year from Until</p> <p>Unless extended. After this date it will automatically become a</p>	

<p>two year flexible secure tenancy under the Housing Act 1985 (amended by the Localism Act 2011). We will review whether a further flexible tenancy should be issued and we will start this process at least eight months before the end of your tenancy.</p> <p>Your tenancy will be reviewed before unless the introductory tenancy is extended.</p> <p>If, following the review of your tenancy it is decided that your tenancy will end, we will give you at least six months notice to end the tenancy.</p> <p>Unless your introductory tenancy is extended, your flexible secure tenancy will end on</p>	
<p>4. A secure tenancy under the Housing Act 1985.</p>	
<p>5. A five year flexible secure tenancy under the Housing Act 1985 (amended by the Localism Act 2011).</p> <p>We will review whether a further flexible tenancy should continue and we will start this process at least eight months before the end of your tenancy.</p> <p>Your tenancy will be reviewed before</p> <p>If, following the review of your tenancy it is decided your tenancy will end, we will give you at least six month's notice to end the tenancy.</p> <p>Your tenancy will end on</p>	
<p>6. A two year flexible secure tenancy under the Housing Act 1985 (amended by the Localism Act 2011).</p> <p>We will review whether a further flexible tenancy should be issued and we will start this process at least eight months before the end of your tenancy.</p> <p>Your tenancy will be reviewed before</p> <p>If, following the review of your tenancy it is decided that your tenancy will end, we will give you at least six month's notice to end the tenancy.</p> <p>Your secure flexible tenancy will end on</p>	

<p>7. A flexible secure tenancy under the Housing Act 1985 (Amended by the Localism Act 2011) following a statutory succession or following mutual exchange. (minimum 2 years)</p> <p>The tenancy will end on</p> <p>We will review whether a further flexible tenancy should be issued and we will start this process at least eight months before the end of your tenancy.</p> <p>Your tenancy will be reviewed before</p> <p>If, following the review of your tenancy it is decided that your tenancy will end, we will give you at least six month's notice to end the tenancy.</p>	
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2. Your Tenancy Agreement

This agreement sets out your responsibilities as tenants and our responsibilities as your landlord.

You (and all the tenants named on this tenancy) will be responsible for carrying out the agreement together (jointly) and individually.

We agree to let the property as a type of tenancy indicated above which will start on Monday.....

This tenancy is for the property at.....

It is described as abedroom house/flat/maisonette/bedsit/bungalow on the floor with an exclusive/shared garden and exclusive/shared access to the front door.

There are sheds with the property, a front/rear garden with/without a patio.

The weekly charge for the property at the start of your tenancy is as follows:

Charge	Amount
Rent	£
Service charge – water rates and sewage	£
Service charge – heating/heating and hot water	£
Service charge - grounds maintenance, caretaking, steam cleaning and communal lighting	£
Service charge – assisted garden maintenance	£
Communal facilities charge	£
Supporting People Charge	£
Service charge – other	£
Other	£
Total	£

3. About your tenancy agreement

By signing this agreement you agree to become a tenant of St Albans City & District Council and to keep to the conditions of this agreement. This is a legal contract.

The rent you pay does not include any heating, water and service charges and other charges unless these are shown above. We may change your rent and any water or service charges at any time by giving you at least 28 days written notice which must end on a Monday.

We can forfeit the tenancy using Grounds within the Housing Act 1985 if there is a breach of any of the conditions detailed within this agreement.

If you are a new tenant of St Albans City and District Council you may be an introductory tenant for the first year of your tenancy. If this tenancy is an introductory tenancy, it will automatically change to a secure flexible or lifetime tenancy (as indicated above) one year from the date of this agreement unless, during this period, we have started court proceedings to repossess the property. Certain rights do not apply to introductory tenants. These are set out in this agreement.

If you have a flexible tenancy (sections 2,3,5,6 and 7 above) you must participate in the review of the tenancy which will take place at least 8 months before the end date of the tenancy. Flexible tenancies will end on the Sunday following the date shown on this agreement, however, a new flexible tenancy at the property or an alternative property may be granted.

On expiry of a flexible tenancy the Council will take action to recover the property through the formal eviction process and by asking the court for a possession order.

We must consult you before we make any changes to this agreement.

4 Our responsibilities

4.1 Your right to live in the property

We will not interfere with your right to live in the property as long as you meet the conditions of the tenancy. If you breach the conditions of the tenancy we may apply to the Court for possession or (if you have a flexible tenancy) not renew your tenancy at the end of the flexible term.

4.2 We will maintain and repair the structure of the building, the outside of your home and any shared areas

We will keep the structure of the building, the outside of your home and any shared areas in good repair, including:

- drains, gutters and outside pipes;
- the roof;
- outside walls, outside doors, window sills, window catches, sash cords, glazing putties and window frames (including painting these);
- walls inside your home, skirting boards, doors and door frames, door jambs, floors and ceilings (not including painting and decorating these);
- shared parts such as shared entrances, halls, stairways and passageways;
- chimneys and chimney stacks although we will not sweep chimneys;
- pathways, steps or other means of access to your front door and any outbuilding we have provided.

4.3 Repairing installations

We will keep the following in good repair and proper working order.

4.3.1 The installations for supplying water, gas and electricity, and for taking away waste water and sewage excluding those installed by the tenant or for which the tenant has taken on responsibility.

4.3.2 Heating systems and water-heating systems if we have provided these or accepted

responsibility for these.

4.3.3 The lift service and other shared facilities located in communal spaces including:

- basins, sinks, baths, toilets, flushing systems and waste pipes;
- electric wiring, gas pipes and water pipes;
- rubbish chutes, bins and other installations for dealing with rubbish;
- water heaters,
- electric sockets and light fittings but not including light bulbs, except in shared areas; and
- other facilities provided for tenants, such as shared gardens, play areas, laundries and drying rooms.

4.4 Period for repairs

We will carry out any repairs which are our responsibility within a reasonable period of time, depending on how urgent the repair is. You can find out the timescales for completing repairs in the Repairs Handbook or on the Housing section of the Council website www.stalbans.gov.uk.

4.5 Decorating the outside of your home and any shared areas

We will decorate the outside of your home and any shared areas inside the building as part of the planned redecoration programme.

If you want to decorate the outside of your home, you must get our written permission which we will not withhold unreasonably. To ask for our written permission, please write to the Head of Housing.

4.6 Payment of rent

4.6.1 If you are late paying your rent, we will contact you to find out why before we start legal proceedings to make you pay or to repossess your home.

4.6.2 Where possible we will check that you are receiving all the benefits you are entitled to before we take any action. At least 28 days before any court referral for any housing debt, we will refer you for Money Advice.

4.6.3 We will send you a quarterly rent statement showing transactions on your rent account. It is your responsibility to check the statement and contact us about any discrepancies.

4.6.4 If you owe any rent or court charges from a tenancy you have previously held you agree to pay these as well as your weekly rent. These are called former tenant arrears.

4.6.5 If you owe rent you will be in breach of the terms and conditions of your tenancy. We will not give permission to make improvements to the property, change any tenancy details, register for a transfer or carry out a mutual exchange.

4.7 Anti-social behaviour and harassment

- 4.7.1 Anti-social behaviour includes all types of behaviour which prevents you or any of your neighbours from enjoying your homes.
If you report anti-social behaviour to us we will provide advice and assistance and we will investigate your complaints. We will record and investigate all reports of anti-social behaviour and we will maintain contact with you to tell you about what action we agree to take.
- 4.7.2 We will act straight away to investigate and deal with any reported incidents of harassment. We will meet with you to discuss the harassment and offer help and support to deal with it.

4.8 Providing information and consultation

- 4.8.1 You have the right to give us any comments, suggestions or feedback about how we manage your home and neighbourhood. You can also make comments, a formal complaint or give a compliment using the Council's Feedback Policy.
We will encourage and support tenants who wish to get involved in managing their homes via Resident Associations or one of our resident forums.
- 4.8.2 We will provide information in a range of formats, including letters and leaflets, the tenant handbook and the Council website.

4.9 Changing your agreement

- 4.9.1 Before we change this agreement we will consult you about any changes we are planning to make and consider your comments within a reasonable set amount of time. We will then confirm the changes.
This does not apply to changes to your rent or any other charges or other payments for services we provide or if there is a change in the law.

5 Your responsibilities

5.1 Living in the property

- 5.1.1 You must live in the property provided by us throughout the period covered by this tenancy agreement (not including holidays). If you do not do this you may lose your home. If you want to take a holiday for longer than three months, before you leave you must obtain in writing the permission of the Head of Housing to continue your tenancy. If you do not tell us that you will be away from your home for more than three months, after the three months have passed we will assume that you have abandoned your home. We will then take legal action to gain possession of your property. If you subsequently return you will be responsible for our legal costs.
- 5.1.2 If you move to any other property, you must contact the Head of Housing as soon as reasonably possible and, in any case, within three months. If you do not live in the property covered by this agreement, you will be breaking the terms of the tenancy and we will take legal action to gain possession of the property. You will also be responsible for our legal costs.
- 5.1.3 During your tenancy, you must not, (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must inform the Head of Housing in writing if you own a residential property or have another residential lease or tenancy.
If you inherit a property you must tell us but this condition can only be broken once

you have owned, or part owned the property for more than 12 months.

In deciding whether you have broken this tenancy condition we will consider:

- Whether the property is fit to live in
- Whether the property is only suitable for use as a holiday home
- Whether the property is suitable for your household taking into account any disabilities or medical problems you have and any other relevant circumstances
- Whether it would be reasonable in all the circumstances for you to sell the property.

5.2 Rent

- 5.2.1 You must pay your rent and other charges when they are due on or before the first Monday of the rental period.
Your rent and other charges are shown on the tenants' information card and are due every week. You can pay by giro, cheque, Switch, credit card, direct debit, banker's order or bank giro. You can pay at any bank (you may have to pay a charge) at a post office, by phone or through the internet.
- 5.2.2 We may increase or reduce your rent by giving you four weeks' written notice. We will tell you about your right to end the tenancy and what you should do if you do not agree with the change in rent. We may increase or reduce your charges by giving you notice in writing telling you when the changes will start from.
- 5.2.3 We will always give you notice of increases to other charges, but it may not be possible to give four weeks' notice.
- 5.2.4 We will increase the rent by serving notice of variation in accordance with Section 102 Housing Act 1985.
- 5.2.5 If we pay you compensation for any reason and you owe us money for rent, service charges or court costs we will use the compensation to help you repay the money you owe us.
- 3.2.6 If you leave your home for any reason without paying rent or any charges and without any agreement to pay, we may give your details to a debt collection agency to help us recover any money you owe us.

5.3 Assigning the tenancy and subletting your home

You must not assign the tenancy or sublet part of your home without first getting our written permission. You must not sublet all your property. If we find that you have we will take legal action to end your tenancy. If your tenancy is an introductory tenancy, you must not sublet any part of your home.

5.4 Exchanging the tenancy

If your tenancy is an introductory tenancy, you must not exchange it. Once the tenancy becomes secure, the following will apply.

- 5.4.1 You must not exchange the tenancy without our written permission. We will not withhold permission unreasonably.

We will give you our permission as long as you meet the legal requirements as set out in Schedule 8 of the Housing Act 1985 and/or schedule 14 of the Localism Act 2013. (the Schedule used depends upon the type of tenancy all parties to the exchange hold)

- You are up to date with your rent, service charges and court costs and do not owe any other money to the Housing Department
- You have not breached any of the terms and conditions of your tenancy
- Your home is suitable for the new tenant's family; and
- The new tenant accepts the property in the condition it is in.

5.4.2 The grounds for withholding consent to a mutual exchange are in accordance with Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011. (copy available on request) Depending upon the start date of the tenancies involved in the exchange.

5.5 Lodgers and new members of the household

If your tenancy is an introductory tenancy, you must not have a lodger. Once your tenancy becomes secure, the following will apply.

- 5.5.1 You should get our written permission before you take in a lodger. We will not withhold permission unreasonably, as long as taking in a lodger would not lead to your home becoming overcrowded. We will not give our permission if you live in a property that has a Housing Support Officer, or if you live in a studio/bedsit or one bedroom property or if the property is designated for an elderly person. To apply for our written permission, you should write to the Head of Housing.
- 5.5.2 Where a person requires a live in carer to assist them in their home then consent should be sought from the Head of Housing.
- 5.5.3 If you wish for anyone to move into your home then you must obtain our written consent beforehand. Consent will not usually be withheld unless you have been housed as a result of violence from that person or that person is subject to restrictions imposed by the Police or any other department of the Council.
- 5.5.4 You must not allow anyone to give your address as a bail address unless you have obtained our written permission beforehand.
- 5.5.5 If you do take in a lodger or allow anyone else to live in your home then you must inform the Housing Benefit Service or DWP at the time they move in if you are receiving any benefits.

5.6 Improvements, additions or alterations to your home

While the tenancy is an introductory tenancy you must not carry out improvements or alterations to your home, or add any installations. We will allow secure lifetime and secure flexible tenants to carry out improvements provided the conditions below are adhered to:

- 5.6.1 You should get our written approval before carrying out any alterations, improvements, or adding any installations to the property or to the electrical, gas or water heating apparatus and cabling works (we will not withhold our permission unreasonably). All works must be undertaken by qualified and registered contractors with the appropriate levels on insurance. Once started this work must be completed within a reasonable time to the standards shown in our permission. You will be responsible for the maintenance of any alterations or damage caused by the alteration when it is undertaken or use in the future. We may ask you to reinstate any works before you leave the property. Further details on obtaining permission can be found in the repairs handbook.
- 5.6.2 You must not install any materials that are likely to cause nuisance anywhere in or around your home (for example laminate flooring, wooden flooring or ceramic floor tiles) unless you have our permission in writing. If we give permission you must demonstrate that you have made adequate arrangements in respect of sound insulation to prevent nuisance to neighbours. If you do not get our permission we may ask you to remove it. If you do not remove it we may ask the court to order you to remove it. You will also be responsible for our costs in any legal action we take. If we have to lift flooring e.g. to access pipe work and wiring we will not be responsible for any damage or making good.
- 5.6.3 You are responsible for getting any planning permission needed, and for meeting all Building and Statutory Regulations.
- 5.6.4 You must tell the Head of Housing if you are given any notice or party wall notice or become aware of any planned work that might lead to a neighbour using our land or might lead to a neighbour gaining rights over our land.
- 5.6.5 You must get our written permission before you fix any aerial, mast or satellite dish to the property or within the curtilage of the garden.
- 5.6.6 You must not install any cat flap or dog flap in a communal door or a front door accessed via a communal hallway. This is because those doors are installed in accordance with fire regulations. If you choose to install a dog or cat flap or fish pond or make any other changes to the property or gardens you should get our permission first. You will be expected to remove these changes when you leave the property and if you do not you will be charged our costs of bringing the property back to its original condition.
- 5.6.7 You must not fix any camera, microphone or recording device to the property or within the curtilage of the garden unless you have obtained our written permission beforehand. You must remove this if requested by your Housing Officer. You should be aware that planning permission may be required in flats and conservation areas.
- 5.6.8 We will require a copy of the Building Regulations Completion Certificate as well as any planning permission you have obtained in order to carry out and additions or improvements to the property.

5.7 Your behaviour

As well as being responsible for your own behaviour, you are also responsible for the behaviour of anyone else living in or visiting your home. This includes the areas you share with other households or areas around your home and estate.

- 5.7.1 You must not abuse, harass or intimidate (physically, verbally or in any other way) any council member, employee or contractor we have employed, or any other person lawfully in the area, or behave in a way which is likely to cause alarm or distress to any council member, employee or contractor or any other person lawfully in the area.
- 5.7.2 You must not carry out, or allow anyone living with you to carry out, any form of harassment or other antisocial behaviour.
- 5.7.3 You should not recklessly or deliberately make noise that causes or is likely to cause a nuisance at any time. In any case, you should only use equipment which makes a noise (e.g. washing machine or DIY equipment) during the daytime and not late at night (after 10:00pm) or early in the morning (before 08:00)
- 5.7.4 You must not allow any visitors to carry out any form of harassment or other anti-social behaviour.
- 5.7.5 Harassment or antisocial behaviour is any act or failure to act which interferes with the peace and comfort of our employees, members or contractors, other residents or any other member of the general public.

It includes (but is not limited to) the following.

- Harassing someone because of their age, sex, race, colour, religion, culture, sexuality, disability or lifestyle.
 - Being violent or threatening violence.
 - Being abusive or using insulting words or behaviour.
 - Being offensive
 - Damaging, or threatening to damage, someone else's property.
 - Writing graffiti, particularly graffiti which is abusive, threatening, offensive or insulting.
 - Making unnecessary or excessive noise, including arguing and slamming doors, playing a musical instrument, or playing music or having your TV so loud that it can be heard outside your home.
 - Using, or allowing someone else to use, the property for handling or storing stolen goods.
 - Any nuisance or annoyance caused by pets including barking or not cleaning up after your pets.
 - Playing ball games close to someone else's home.
- 5.7.6 You must not commit, or allow anyone who lives with you to commit, an arrestable offence in the area your home is in.
- 5.7.7 You must not use the property, or allow anyone else to use the property, for any illegal activity (this includes selling, storing or taking drugs, prostitution and storing stolen goods).
- 5.7.8 You must not keep, or allow anyone else to keep unlicensed firearms or any illegal weapon in the property.

5.8 Working from home or running a business

- 5.8.1 You must not carry out any business from the building and adjoining property unless you have first obtained our consent in writing. We will not refuse permission unless we

believe that the business is likely to cause nuisance or annoyance to other people or damage to the property. If we give permission and we receive complaints of nuisance or there is damage to the property then we will withdraw consent.

Some examples of business we would not allow include:

- Selling, repairing or maintaining cars
- Any business which involves the use of industrial or light industrial machinery

5.8.2 You may not employ anyone to work in your home as part of your business. You may employ a carer to give you or members of your household personal care or for assistance with domestic tasks in your home.

5.9 Domestic pets, livestock and other animals:

You may only keep animals in accordance with our pets and animals policy which is attached as appendix 1 to this document. The number of pets you will be allowed is constrained by the size of your property.

If you are provided with a trained animal to assist you from a recognised organisation e.g. Guide Dogs for the Blind then some parts of this section and Appendix 1 will not apply. This will be on condition that we have an agreement with you and a representative specifying arrangements for the care of the animal.

We can withdraw permission to keep pets at any time

- 5.9.1 You must not keep or care for any dog as Described in Section 1 of the Dangerous Dogs Act 1991, any animal described in the Dangerous Wild Animals Act 1976 or any farm animal.
- 5.9.2 You should not keep any other animal or pet without obtaining our permission beforehand. This includes birds, fish (apart from goldfish) and reptiles as well as other animals.
- 5.9.3 If we allow you to keep domestic pets they are your responsibility and you must not allow any animal or bird to cause inconvenience or annoyance to anyone living in or visiting the area. Animals are not permitted in communal gardens, grounds or interior communal areas of any property except for access to and from a property.
- 5.9.4 You must not keep any animal or pet which does not belong to you or a member of your household. You are also responsible for nuisance or distress caused by any animal visiting your home.
- 5.9.5 If you live in retirement housing and wish to keep any animal you should obtain permission of the Area Team Leader before taking ownership or care of the animal.
- 5.9.6 It is your responsibility to keep any dog on a lead or tethered and not allow them to wander around communal areas or cause any nuisance to neighbours or anyone lawfully in your property or in the vicinity of your property. You should make sure the boundary fencing provides adequate protection to avoid a nuisance to neighbouring properties and the public.
- 5.9.7 You are responsible for looking after your pet as described in section 9 of the Animal Welfare Act 2006.
- 5.9.8 You should not allow any animal to foul inside your property or any shared areas including passages, footpaths, shared areas, grassed areas and play areas. If we

have to make arrangements to clean up after your animals we will charge you the costs of cleaning and any other expenses we incur as a result.

5.10 Caring for your property

- 5.10.1 You are responsible for the repairs shown in the 'Repairs Handbook'. This information is also available on the Council website.
- 5.10.2 You must keep your garden in a clean and tidy condition, reasonably free of weeds and rubbish with hedges and trees properly trimmed, and fences properly maintained so they do not cause a nuisance or affect your neighbours' properties, unless we have told you that we will carry out this work.
- 5.10.3 You must keep the inside of your home in a clean and tidy condition. You must not allow rubbish to build up inside your home or in any shared areas of the building. You must decorate the inside of your home when necessary.
- 5.10.4 You must repay our costs if we have to carry out repairs, decorate your home, remove rubbish or clear your or your neighbour's garden because you have not used the property in a reasonable way, or because you have carried out poor-quality alterations or repairs. We will give you the opportunity to put the problem right before we do the work and charge you for it.

5.11 Letting us into your home.

We will normally give you at least 48 hours notice if we want to come into your home.

- 5.11.1 If there is an emergency (for example a flood or fire) and we need to get into your home straight away, we will gain entry without giving you notice. We will always try to contact you or a member of your household first on a number you have given us. We will secure the property and repair any damage if we have to gain entry.
- 5.11.2 You must allow our staff, agents or contractors to come into your home at reasonable times. This may include access:
- To inspect any repairs and the condition of the property
 - To carry out repairs, alterations and improvements to the property or to the block or estate which your property is part of
 - To carry out any work to the whole block e.g. carrying out pest control treatments
 - To carry out any health and safety inspections e.g. annual gas servicing, water quality or electrical checks
 - To get access to a property next to yours or a service duct which runs through your property.
- 5.11.3 The Council may carry out work as long as any disturbance caused is reasonable.
- 5.11.4 The Council can:
- Temporarily suspend a service provided to you e.g. gas if it is found to be dangerous
 - Temporarily stop you having access to your property while works are being undertaken. Unless these works are urgent you will be given reasonable notice.

- Permanently change rights of access e.g. paths or water pipes as long as the service or access to the property remains safe once work is complete.

5.11.5 If we ask for access to your property and you refuse or do not respond we may go to court and ask the court to allow us access. You will be responsible for any court costs.

5.11.6 If you do not give us access we will charge you any reasonable costs we have to pay for gaining entry into your home including legal costs

5.11.7 From time to time your Housing Officer or Investigations Officer may check to make sure you are living at your home. You must make yourself available at a reasonable time so our officers can visit you in your home.

5.11.8 You must allow your neighbours and those working for them to enter the property at all reasonable times provided they have given you 48 hours notice and have obtained our written permission beforehand. This only applies if they need to carry out improvements to their own property or inspect and service their own property. They must repair any damage they may cause as a result.

5.11.9 We advise you to check the identity of anyone who wants to come into your home

5.12 Vehicles

5.12.1 You or any person living in or visiting your home, must only park in the parking areas we have set aside for parking.

5.12.2 You, or any person living in or visiting your home must only park in a parking space, garage or driveway belonging to your property which is accessed using an approved vehicle crossover. You must not park in or obstruct access to any neighbouring parking space, garage or driveway. You must not park or partially park on any grass verges or green open spaces in or around your estate.

5.12.3 You must make sure that you and anyone living in or visiting your home does not block any right of way, roads, footpaths or other types of access to the property or estate.

5.12.4 You, or any person living with you or visiting your home must not allow vehicles to be parked anywhere that would block access for the emergency services or for contractors working on behalf of the Council e.g. Refuse Collectors.

5.12.5 You, or any person living with you or visiting you must not park a vehicle which is not taxed, licensed or fit to drive on any part of the estate or local roads even if it has a SORN.

5.12.6 We may remove and destroy any vehicle that we consider to be abandoned, dangerous or unroadworthy if it is not claimed within 7 days of us fixing a notice to it. We will not pay any compensation to you for removing or destroying vehicles.

5.12.7 You or any person living with you or visiting your home must not carry out any repairs to vehicles outside your home other than routine servicing and maintenance to a vehicle which is registered with the DVLA at your address.

5.12.8 You, or any person living with you or visiting your home must not park a caravan, bus, trailer, boat or any heavy vehicle that is licensed to carry loads above 3.5 tonnes or is

more than 5 metres long or requires a special licence to drive e.g. PSV on any part of the estate unless in relation to moving home or receiving a delivery.

5.13 Health and Safety

- 5.13.1 You must not keep any dangerous, flammable or harmful materials, in or around the property except those used for normal household cleaning.
- 5.13.2 You must not have or use gas cylinders or bottles in blocks of flats or maisonettes and you must not use a paraffin heater in any Council property.
- 5.13.3 You must not use any shared areas or shared electrical cupboards to store anything.
- 5.13.4 You must keep fire exits or security doors closed when not in use and not obstruct them in any way.
- 5.13.5 You must not place or store items, block or lock any fire exits in your property or areas you share with other households (e.g. some flats have balconies which have shared fire exits).

5.14 Flats, maisonettes and shared areas

- 5.14.1 You must use the property with care and not store any items in shared areas
- 5.14.2 You must put your rubbish in designated areas and use chutes or containers we have provided (including recycling facilities) and not throw any object, or allow anyone to throw any object from or into any shared area e.g. ash and used cigarettes. You must not leave rubbish in any shared area.
- 5.14.3 You must only use chutes for small items of rubbish. Larger items should be taken to the refuse storage areas.
- 5.14.4 You must not use any shared area in a way which causes nuisance or harassment to your neighbours or people entering and leaving the building. This includes areas such as laundry rooms, drying areas, lounges and gardens.
- 5.14.5 You must report any faults in common or shared areas as soon as you notice them
- 5.14.6 You are responsible (along with other tenants) for cleaning and maintaining any shared areas next to your property unless we have arranged for a Caretaker to clean it and you pay a service charge. This includes internal areas and shared gardens.
- 5.14.7 In accordance with the Health Act 2006 you must not smoke or allow members of your household and visitors to your home to smoke in any shared areas.

6 Common Clauses

6.1 Ending the tenancy (break Clause)

If you want to end the tenancy

- 6.1.1 If you have a secure lifetime tenancy you must give us written notice of four clear rent weeks. This notice must end at midnight on a Sunday. **If you are a joint tenant and one tenant gives notice to end the tenancy then it will end for everyone.**

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In exceptional cases, we may agree that you do not need to pay your rent during this notice period.

- 6.1.2 If you have a secure flexible tenancy you cannot end it by notice to quit. You must write in and seek our permission to end the tenancy which will not be unreasonably withheld unless there is any breach of the tenancy e.g. unpaid rent.
- 6.1.3 If you have a joint tenancy which is a secure flexible tenancy either party can end the tenancy by writing in and seeking our permission which will not be unreasonably withheld. This will end the tenancy for all parties named on the tenancy agreement.
- 6.1.4 You must return all the keys to the property including window keys, communal door keys and shed keys to the Council Offices by 12 noon on the Monday immediately following the end of your tenancy. If you do not do this, we will continue to charge you rent and you will also be responsible for the property until we have changed the locks and charge you for this and any loss of rent. (We will not do this if we have agreed that you can have more time to hand in the keys.)
- 6.1.5 You must allow us into your home during the notice period so we can assess what work is needed.
- 6.1.6 You must remove all furniture, personal belongings and rubbish and leave the property in a clean condition, with decorations and any fixtures and fittings we have provided in good condition. If you do not and we have to do this we can charge you the costs we have to pay.
- 6.1.7 You must not leave any person or animal in the property after the date the tenancy ends.
- 6.1.8 In some circumstances we may allow a tenant who has rent arrears to end their tenancy. In this case, the circumstances of the tenancy's ending will be taken into account.

6.2 If we want to end the tenancy

We will not end the tenancy unless one of the following applies.

- 6.2.1 You have broken any of the tenancy conditions listed in this agreement.
- 6.2.2 You have a flexible tenancy which has come to an end
- 6.2.2 You have been convicted of using the property, or allowing anyone else to use it, for immoral or illegal purposes.
- 6.2.3 We need you to move out of the property so that we can carry out development or demolition work.
- 6.2.4 We find out that you gave us false information when you applied for the tenancy.
- 6.2.5 We have leased the property from a private owner who needs it back under the lease.
- 6.2.6 The property is allocated to you in respect of your work and your employment has ended

Before we take any legal action to end your tenancy, we will tell you that we are planning to start legal proceedings and explain why. You will have the opportunity to put the problem right if you have broken the tenancy conditions, or to make representation to us.

The Law of Property Act 1925 Section 196, as amended by the Recorded Delivery Service Act 1962, will apply when we are giving notice and attached documents under this tenancy agreement.

If you want to give us notice, you must send or deliver it in writing to:

The Head of Housing
St Albans District Council
Civic Centre
St Peters Street
St Albans
Hertfordshire
AL1 3JE.

We do not accept service of notice by e mail.

7. Death of a Tenant

If you die the tenancy will be brought to an end, if necessary by serving notice on the Public Trustee. Any members of your household who are living in the property at the time should apply to the Head of Housing if they want to apply for a new tenancy for either the same property or for another suitable property.
Any outstanding rent or debts will be recovered from your estate.

8. Joint Tenants

For joint tenancies, all tenants must sign this agreement. If you are a joint tenant you have the same rights and responsibilities as the other joint tenants. Your rights and responsibilities cannot be shared between you. If one of you breaks the terms and conditions of the tenancy agreement, it will affect all of you. If one joint tenant decides to give notice to end the tenancy, it will end the tenancy for all of you. We will decide whether the other joint tenants can be given a new tenancy at the property. This will depend on their circumstances and the conduct of the tenancy.

9. Succession

If the tenant dies then there may be a succession to the tenancy provided there has not been a previous succession.

If there is a joint tenancy then the other partner to the tenancy will succeed provided they have lived at the property for the previous 12 months and have notified the housing department of this in accordance with section 5.5 of this agreement.

If there is no spouse to succeed the tenancy then we will allow a member of the tenants family to succeed provided there has been no previous succession and they qualify to succeed having lived at the property for the previous 12 months (24 months if the tenancy started after 1st April 2012) and have notified the housing department of this in accordance with section 5.5 of this agreement.

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If more than one person is entitled to succeed then they will agree between themselves who is to succeed. If they cannot agree then a decision will be made by the Head of Housing as to who should succeed.

Where there is a flexible tenancy then the succession will take effect for the remainder of the fixed term period. Entitlement to renewal will be assessed in accordance with the Tenancy Strategy in place at that time.

The Housing Service will not allow a second succession.

SAMPLE

Agreement

Address of property:

Date the tenancy will start: Monday 20

I have read and I understand the conditions of tenancy Yes/No

The terms and conditions have been explained to me and I understand them Yes/No

I agree to keep to the conditions of the tenancy Yes/No

I accept the offer of the tenancy. Yes/NO

Tenant's Name in capitals (full name no initials)

Tenants signature:

Date: / /

Tenants name in capitals (full name no initials)

Tenant's signature:

Date: / /

Signed on behalf of St Albans City & District Council by:

Name and position: (full name in capitals no initials)

Staff signature

Date: / /

Pet Policy

1.0 Policy Statement

1.1 The purpose of this policy is to ensure that any household keeping a domestic pet should be doing so in accordance with the highest possible welfare standards and to ensure that the duty of care is complied with under the Animal Welfare Act 2006. Prior permission must be obtained to keep a pet under clause 4.1.1 below.

1.2 In some circumstances tenants will be unable to keep certain types of domestic pet due to the impact on the animals and the potential for them to cause a nuisance to neighbouring residents.

1.3 Tenants will be unable to keep a cat or dog in the following property types (tenants will be allowed to keep an assistance dog and may be allowed to keep a 'house cat' in these circumstances):-

. Temporary accommodation or emergency accommodation such as a hostel, bed and breakfast or a hotel

1.4 It is our policy to treat all tenants fairly.

2.0 Equality and Diversity

2.1 We will ensure that this policy is applied fairly and consistently to all our customers. We will not directly or indirectly discriminate against any person or group of people because of their race, religion, age, gender, marital status, sexual orientation, disability or any other grounds set out in our Equality and Diversity policy.

2.2 When applying this policy we will act sensitively towards the diverse needs of individuals and communities.

2.3 When applying this policy we will take the necessary positive action to reduce discrimination and harassment in local communities.

2.4 This policy and any other related publications of St Albans City & District Council are available on request in other formats (e.g. in an alternative language, in Braille, audio, large type).

3.0 Domestic Pets

3.1 St Albans District Council defines the following as domestic pets:-

- . Dog (excluding a dog to which Section 1 of the Dangerous Dogs Act 1991 applies unless the dog has been exempted from the prohibition)
- . Cat
- . Bird (such as a budgie or cockatoo)
- . Tropical/Marine fish
- . Small caged rodent
- . Small non poisonous caged reptile
- . Non poisonous contained insect or amphibian
- . Chicken/Bantam

- . Guinea pig
- . Rabbit

3.2 Any animal not contained on this list would not be considered to be a domestic pet and therefore permission would not normally be given by St Albans City & District Council for a tenant to keep such an animal.

If a tenant wishes to keep an animal that is not on this list they will need to speak to and seek special permission from their Housing Officer. Permission will not be given to keep any animal which is unsuitable such as wild, dangerous or poisonous creatures or livestock.

4.0 Responsible pet ownership

4.1 Requirements of all pet owners

4.1.1 The aim of this policy is to promote responsible pet ownership. It is recognised that the vast majority of tenants act in a responsible manner when keeping pets. The aim of this policy is to support good pet ownership and to encourage other owners to act in a more responsible manner. If tenants wish to keep a pet they must seek prior permission from their Housing Officer and provide evidence of micro-chipping. Such permission will not be unreasonably withheld or withdrawn.

4.1.2 Permission to keep an animal which subsequently causes a nuisance to neighbours or to local residents will cause a nuisance may be withdrawn.

4.1.3 Keeping some animals in a high rise flat or a sheltered housing scheme generally is not in the interest of the animal due to the confined space within the accommodation and the limited access to open space. Although permission will not be unreasonably withheld to keep some domestic pets in flats and some sheltered housing; Owners should be conscious of the type and breed of animal they wish to keep and the impact keeping an animal will have upon their neighbours.

4.1.4 Tenants are not allowed to breed or arrange for the sale of any kind of domestic pet. Breeding can cause a nuisance to neighbours and could be considered a business activity which is in contravention of section 5.8 of their tenancy agreement.

There are a number of organisations and charities who can provide advice on care for their pet:

The Cinnamon Trust is a registered charity that can assist older tenants and terminally ill tenants to look after their pet. They can be contacted on 01736 757 900

In an emergency you could contact Vetfone. A service similar to NHS Direct, they can be contacted when you might be concerned about your pet – Vetfone provide an immediate source of expert advice (contact no. 0906 500 5500 – please be aware this is a premium rate number and you will be charged £1.50 per minute. Vetfone says the average cost of a 0906 premium rate call of 4 minutes is about £6.00, which is considerably lower than the average Vet initial consultation). The costings quoted are believed to be correct as at the date this Policy was created. It is based on calls from a BT landline – other networks may vary and mobiles will cost considerably more.

4.2 Responsible Dog Ownership

4.2.1 As one of the conditions of granting consent under 4.1.1 above and in order to promote responsible dog ownership St Albans District Council requires that dogs owned by tenants of the local authority to be micro-chipped. Tenants must provide the Council with the registration number and details of the microchip.

4.2.2 When in a public place, all dogs must wear a collar and tag with the name and address of the owner clearly shown. In addition to any other enforcement, breach of this is a criminal offence which could lead to a fine of up to £5,000. This is in accordance with the Control of Dogs Order 1992.

4.2.3 Dogs in communal parts of dwellings and communal gardens must be on a lead and under control at all times.

4.2.4 Dogs must be restrained or kept in a different room when a member of staff or contractor from St Albans City & District Council, or Councillor or agency working with the Council visits their home.

4.2.5 Dogs must not be used to threaten or intimidate any other tenant or leaseholder, member of the public or any other authorised person (including Councillors, the Police etc).

4.2.6 Dogs must not be allowed to foul in any communal area – if a dog fouls, the waste must be removed and disposed of immediately and hygienically.

4.2.7 If your dog is found straying permission to keep it will be withdrawn.

5.0 Keeping Pets in different property types

5.1 Keeping Pets in Houses and Bungalows

5.1.1 Provided permission is granted under clause 4.1.1 above, domestic pets can be kept in houses and bungalows subject to a limited number. As a general rule this limit will be no more than 1 animal per 15 square metre of living space i.e. not including bedroom space. (For guidance the average living space in a 3 bed semi detached house is approximately 35 sq metres) No more than 2 dogs or 3 cats will be allowed in all cases.

5.1.2 Pet owners should ensure that their animal does not cause any nuisance to their neighbour.

Dogs for example must not be allowed to bark so that it is intrusive and/or irritating to neighbours; dog waste must be removed from any garden immediately and not allowed to accumulate.

Waste that is allowed to accumulate can cause a pungent smell and attract pests which can damage property and causes a nuisance to neighbours.

Pet owners are responsible for ensuring that the fencing around their property is suitable to contain their pet and prevent any nuisance to neighbours and the public.

5.1.3 Hutches/runs/houses of other animals such as rabbits and chickens must be kept clear of droppings to ensure they do not impact on the welfare of the animal and to ensure they do not cause a nuisance. Chickens must be kept within a coop which may have an attached 'run' and not be allowed to roam freely around a garden unsupervised.

5.1.4 Tenants living in houses and bungalows may install cat flaps in external doors at their expense provided they have our permission beforehand. Prior to the installation of a composite door St Albans & District Council will enable tenants to pay for a cat flap to be installed in the door during the manufacturing process. If a tenant installs a cat flap they will be expected to pay for or return the door to its original condition prior to them vacating the property.

5.2 Keeping Pets in Flats

5.2.1 Tenants living in flats who are wishing to keep a pet should be conscious of the welfare of their animal and the potential for noise to be transmitted to their neighbours. Some breeds of dog may not be suited to living in a flat; tenants should in particular consider whether or not to keep a larger breed of dog before they apply for permission.

5.2.2 St Albans City & District Council does not wish to limit the opportunity for tenants living in flats to keep a pet and permission will not be unreasonably withheld for an appropriate animal to be kept in a flat.

5.2.3 Permission will only normally be given for a 'house cat' to be kept in a flat; due to problems with the cat getting in and out of the property.

5.2.4 Permission will not be given for cat flaps to be installed in doors to flats. Cat flaps affect the resilience of a block to withstand a fire, as the fire resistance of the door is compromised by the flap.

5.3 Keeping Pets in Sheltered Housing

5.3.1 Sheltered housing offers tenants a particular kind of supportive and 'peaceful' environment. St Albans City & District Council is particularly keen to protect this environment and therefore will not allow animals which may cause a nuisance to be kept in a scheme with communal facilities.

St Albans District Council may allow exceptions to this rule particularly if a dog or cat is to be kept exclusively within a flat or only leaves the property on a lead.

6.0 Where animals are causing a nuisance

6.1 St Albans City & District Council will not tolerate a nuisance being caused to other tenants, leaseholders or local residents by domestic pets.

6.2 Enforcement action will be taken against tenants who fail to control their pets. Tenants who do not comply with the terms of this policy or cause a nuisance to other residents will be:-

- . Written to reminding them of the responsibilities they signed up to when acquiring a pet
- . Served with a notice to warn them about their future conduct
- . Have the permission to keep a pet withdrawn
- . Required to attend court for an injunction hearing restricting their pet ownership
- . In extreme circumstances St Albans City & District Council will request that the court gives the Council possession of the property removing the tenant and their pet from the property.

The action taken by St Albans City & District Council to tackle any nuisance will be proportionate and will depend on the severity and persistence of the behaviour.

7.0 Eviction and Pets

7.1 If a tenant is evicted from their home and St Albans City & District Council takes possession the tenant will be expected to take any pets with them. St Albans City & District Council will act in accordance with Section 41 Local Government (Miscellaneous Provisions) Act 1982 when dealing with abandoned pets.

8.0 Pest Control

8.1 St Albans City & District Council is not responsible for controlling pests within individual dwellings or gardens

8.2 St Albans District Council is responsible for controlling pests in communal areas of buildings such as flat blocks and sheltered housing schemes and the cost of this will be recharged to residents.

9.0 References

The legislation and policies listed below will be taken into consideration when implementing this policy:

- . Local Government (Miscellaneous Provisions) Act 1982
- . Housing Act 1985, Schedule 11 (Ground 2 - nuisance ground for possession)
- . Animal Welfare Act 2006
- . Dangerous Dogs Act 1991
- . Crime and Disorder Act 1998
- . Tenancy Agreement
- . Control of Dogs Order 1992
- . Environmental Protection Act 1990

10.0 Complaints

If a tenant, leaseholder or local resident has concerns regarding the health or welfare of an animal being kept in a property owned by St Albans City & District Council they should contact their Housing Officer in the first instance. They can be contacted on 01727 819214/215. Incidents of animal cruelty or breach of Duty of Care or concerns regarding the welfare of a dog can be referred to the RSPCA on 0300 1234 999

11.0 Local Animal Welfare Organisations and registered Charities

RSPCA 0300 1234 999
Appledown Dog Rescue 01525 220383
National Animal Welfare Trust 0208 950 0177
Dogs Trust 0207 837 0006
Cats Protection 01442 251536
Chiltern Dog Rescue 01296 623885
Blue Cross for Pets 0300 777 1897
The Cinnamon Trust 01736 757 900

12.0 Responsibilities

Housing Officers are responsible for ensuring that requests to keep pets are dealt with in line with this procedure and that breaches of this policy are enforced.

Lettings Officers and Housing Support Officers are required to refer any requests to keep pets to Housing Officers within the Housing Management Team.

13.0 Review of the Policy

This policy will be reviewed every five years or sooner if necessary and following consultation with tenants.

14.0 Records

Records of all permissions granted to keep pets should be kept on the tenants file

SAMPLE