



Introductory/Secure Tenancy Agreement





Introduction

This is your tenancy agreement with Lewes District Council (the Council). We have prepared it after consulting tenants, your councillors and council officers. This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. If you have any questions about the terms of this tenancy agreement or about the information in the Tenant's Handbook or any comments or complaints about your housing you should contact Lewes District Council Housing Service.

This tenancy agreement describes either your secure tenancy under the terms of the Housing Act 1985 or your introductory tenancy under the Housing Act 1996. We have indicated the type of tenancy you have been granted. Whichever tenancy you have, it is important for you to know that both you and the Council have a number of rights and responsibilities.

You should read the terms of this tenancy agreement carefully and ask us to explain anything you do not understand. You can get help from the Citizen's Advice Bureau, a solicitor or an independent advice agency. It is important you understand that if you break any of the terms or conditions of this agreement the Council may commence legal proceedings against you. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted.

The Tenant's Handbook gives useful information on a wide range of topics relating to your tenancy agreement. The Tenants Handbook is reviewed to keep it up to date with the Council's policies and procedures relating to housing. The current edition of the Tenant's Handbook is available online or at the Council's Offices. The terms of the Tenants' Handbook do not form part of this agreement.

Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.

Altering the agreement

With the exception of changes to your rent and other charges, the terms of this agreement can only be changed if:

- we serve a notice of variation on you following any appropriate consultation
- the law is changed which allows us to change this agreement.



Definitions

Anti-Social Behaviour

Anti-social behaviour is conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home.

Examples of anti-social behaviour include but are not limited to:

- using or threatening to use violence
- damaging and vandalising property
- spraying or writing graffiti
- loud music or making other loud noise
- persistent arguing and slamming doors
- noise or mess from pets
- drunkenness
- dumping rubbish
- setting fires
- riding motorbikes or mopeds anywhere other than on the road
- speeding in motor vehicles
- obstructing any shared areas, doorways and other entrances or exits
- throwing items from balconies or windows
- racist or homophobic behaviour, gestures and language.

Assign

A method for transferring your tenancy to someone else.

Communal areas

Means any other part of the building or the estate or communal land in which the property is situated where you and other users are permitted to go. This also includes but is not limited to any fire escape stairway, passageway, corridor, lift, rubbish chute, bin, drive, path, lane, road, or other access, communal gardens, play areas, staircase, landing, balcony, drying area or entrance halls in flats or maisonettes.

Domestic abuse

Any abuse between current and former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the abuse occurs. The abuse may include physical, psychological, sexual, emotional or financial abuse.

Eviction

This is when you are required to leave your home. We cannot evict you without a court order.

Exchange

Swapping your tenancy, and with it, your home to another person by mutual agreement which is allowed by the Housing Act 1985. This is done through the legal process of assignment. 'Mutual agreement' means both parties agree.

Home

The property let to you under this agreement, which will include all outbuildings and gardens (where applicable), for the sole use of your household.

Household

All the people living in the property. This includes any lodgers, visitors or anyone staying for only a short time.

Improvements

Any alteration or addition to your home or garden to make it better, that is made by you or on your behalf, which was not there when you moved in, for example, but not limited to, additional building work inside or outside, the erection of aerials or satellite dishes, sheds and any other garden constructions.

Injunction

Given by a court to you or a member of your household or your visitors to stop them from doing something.

Locality

The area around your home which is more than the road or street where your home is situated. The final decision on the exact extent of that area, if it relates to enforcement proceedings, will be decided by the courts.

Lodger

A person who lives in your home but does not have exclusive right to any part of it. You are responsible for making a lodger leave if you want to end the arrangement.



Definitions (continued)

Neighbourhood

The local area where you live. The area may include property which is privately owned or rented and property which is owned or managed by the Council or another social landlord. This area may also include local shops and facilities such as schools and community centres.

Rent

The total payment due from you as set out in this agreement. This will also include any service charges.

Service charges

Service charges are included in your rent and cover any additional services you need to pay, for example, cleaning in communal areas (flats), maintaining communal gardens, window cleaning (flats).

Singular and plural

Throughout this agreement whenever required by context the use of the singular shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

Sublet

Allowing another person to live in the property or part of the property that you rent instead of yourself. You must get permission to sublet the property. You must not sublet the whole of your property.

Succession

This is the term used to describe the tenancy of a council property passing to a joint tenant, spouse or partner, or other qualifying person, who lives in the home when the tenant dies.

Tenancy Agreement

This agreement.

Tenants' Handbook

A handbook containing useful information relating to your tenancy agreement.

We / Us / Our

Means Lewes District Council as your landlord. It also includes our employees, agents and contractors.

Written permission

A letter from the Council giving you permission to do something (note: any permission sought will not be unreasonably withheld but may be subject to reasonable conditions and can be withdrawn.)

You / Your/Tenant

If you are joint tenants the word 'you' or 'tenant' refers to both tenants but also to either tenant. This is because either of you, as individuals, have complete responsibility for keeping to the terms of the tenancy agreement.



Introductory tenancies

- 1.1** An introductory tenancy is a tenancy for a probationary period for the first 12 months (unless it is extended as described below). Introductory tenants have fewer rights than a secure tenant.
- 1.2** If you break any terms or conditions of this tenancy agreement, the Council may decide to apply to the court for a possession order. This could ultimately result in the termination of your tenancy and everyone in your home being evicted. Before the Council applies to the court, it will serve you with a Notice to Terminate the tenancy explaining that the Council will ask the court to make a possession order and giving you details of your right to request a review of its decision. The Council can ask the court that you pay the Council's legal costs if it makes an application to the court. As long as the Council has acted lawfully, the Court must order possession of an introductory tenancy where it is asked to do so.
- 1.3** The Council may decide to extend the introductory tenancy probationary period for a further period of up to six months. The Council will serve a Notice of Extension no less than 8 weeks before the end of your probationary period giving you reasons for its decision to extend. The notice will provide details of your right to request a review of its decision. If the Notice of Extension is not withdrawn, the introductory tenancy is extended for a further period of up to six months from the end of the initial 12 month period.
- 1.4** If the Council issues possession proceedings against you during your introductory tenancy period, the tenancy will remain an introductory tenancy until the possession proceedings are determined.
- 1.5** If you keep to the terms and conditions of this tenancy agreement and the Council has not started possession proceedings during the introductory period, then you will automatically become a secure tenant at the end of your introductory period.

1.6 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.

1.7 As an introductory tenant you have the right to assign your tenancy to a person who would be qualified to succeed to your tenancy on your death. If you do this, this will count as a succession.

1.8 If you die, there are certain circumstances in which a family member may qualify to succeed to the tenancy and become the tenant. This is called statutory succession. Further information about statutory succession is available on request. Statutory succession will only take place in the circumstances permitted by law.



Rights of a secure tenant

2.1 As a secure tenant the Council can only end your tenancy by obtaining and enforcing a court order for possession. In most cases, the court will only grant a possession order in relation to a secure tenant if it is satisfied that it is reasonable and proportionate to do so.

2.2 The tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be a secure tenancy the Council may end it by giving you four weeks' notice to quit.

2.3 The Council will not attempt to take possession of your home or take any other action without trying to discuss the matter with you beforehand.

2.4 As a secure tenant, and as long as your tenancy remains secure, you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.

2.5 If you die, there are certain circumstances in which a family member may qualify to succeed to the tenancy and become the tenant. This is called statutory succession.

Further information about statutory succession is available on request. Statutory succession will only take place in the circumstances permitted by law.

- 2.6** As a secure tenant, as long as you qualify under the legislation you may have the right to buy your home under the Housing Act 1985. You will not be able to exercise the right to buy your home if you live in sheltered housing or other housing excluded from this legislation.
- 2.7** As a secure tenant, if you get our written permission in advance, you can exchange this tenancy with another tenant of a registered provider, a local authority or a housing trust. We will give you our reasons if we do not give our permission. Every tenant involved in the exchange must have the right to exchange under their tenancy agreement and if necessary have the consent of their landlord.



Rent and service charges

- 4.1** The term “rent” includes the weekly rent, service charges and any other weekly charges.
- 4.2** When you sign the tenancy agreement you will be required to pay 2 weeks rent in advance.

Paying your rent - your responsibilities

- 4.3** You must pay the rent and any other money (e.g. any service charges) owed to the Council under this tenancy agreement.
- 4.4** Rent falls due on a Monday and it must be paid fortnightly in advance. You may pay your rent fortnightly or for any longer period such as four weekly or monthly.
- 4.5** The Council may vary the amount of rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts.

Joint tenant responsibilities

- 4.6** Each joint tenant is responsible for the rent and other charges due under this agreement. The Council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves all tenants continue to be responsible for rent, arrears and tenancy charges.

Difficulty in paying your rent

- 4.7** If you have any difficulty paying your rent you or someone acting on your behalf must inform the Council immediately.
- 4.8** If you do not pay your rent, the Council may apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The Council can ask the court that you pay the Council's legal costs if it makes an application to the court.



Demoted tenancies

- 3.1** If you, or any person who lives in or visits your home, takes part in anti-social behaviour, or threatens to do so, or has used your home for an unlawful purpose, the Council may apply to the court to have your secure tenancy demoted. If the Council applies to the court for a Demotion Order under the Housing Act 1985 as amended by Grounds 2a and 2b of the Anti-social Behaviour Act 2003, it will give you a notice of its decision and details of your right to request a review.
- 3.2** If the Council successfully obtains a court order demoting your tenancy this will mean that you will have a demoted tenancy and you will no longer be a secure tenant whilst the Demotion Order remains in place. A demoted tenancy will last for a year from the date that the Demotion Order takes effect and will then usually revert back to a secure tenancy unless your tenancy is brought to an end because of further anti-social behaviour or other breaches of your tenancy conditions.

Service charges

4.9 We may vary the services we provide to you from time to time, but only after giving you notice of the proposed change and the opportunity to comment. Having considered your comments, we will give you four weeks written notice before we vary the services we provide. Varying services could include discontinuing some services or providing additional ones.

Former tenancy arrears

4.10 In exceptional cases the Council may grant a tenancy of this property even though you still have arrears from another property and/or a previous tenancy, which you must now pay.

4.11 The payment of this debt is additional to the rent and other charges payable for the property in this tenancy. Please see page 1 for details of the payments you must make in relation to this debt (if applicable).

Insolvency

4.12 You must notify us before you enter into any formal insolvency arrangements for example; a bankruptcy order; a debt relief order or voluntary arrangement.



Living in your home

5.1 You must occupy the property as your only or principal home. If you no longer occupy the property as your only or principal home then the Council may end your tenancy.

5.2 If you leave your home for one month or longer you must notify us in writing of:

- the dates of your absence; and
- the name and contact details of a nominated key holder in case of emergencies.

5.3 If you do not write to us or we have good reason to believe that you have no intention to return, we may act as if you have given up your property and a secure tenancy may cease to be secure under Section 79 of the Housing Act 1985. You must continue to pay your weekly rent and other charges due whilst you are away.

5.4 The Council conducts audits of the properties it rents to tenants. If you are requested by a representative of the Council you must provide proof of your identity and of anyone living with you and evidence that you are living in the property.

Criminal, illegal or immoral activity

5.5 You, members of your household or visitors must not carry out or use your home or any common areas for any criminal, illegal or immoral acts such as:

- Cultivating, manufacturing, selling or conspiring to sell, using, possessing and/or dealing in illegal drugs or substances;
- Handling or storing stolen or counterfeit goods;
- Prostitution.

5.6 You must not keep, or allow to be kept any prohibited weapon, firearm, shotgun, CS Gas, or air-powered weapon (for example, an air rifle) in your home without appropriate firearms or shotgun certification required by any legislation and (whether or not any certification is required) not without the Council's written permission. If you are permitted to keep such an item, you must ensure that it is secure and you must comply with any legal requirements or any conditions of our permission at all times. You must not discharge any firearm, shotgun, rifle or air weapon either in your home or in the locality.

5.7 You should be aware that the Council may apply to the court for a possession order (which may ultimately result in the termination of your tenancy and everyone living in your home being evicted) if you or a member of your household or visitor is convicted of an indictable offence committed in, or in the locality of, your home.

Who can live in your home with you

- 5.8** To avoid statutory overcrowding you must not have more people living in your home than the permitted number (this is shown on page 1).

Lodgers

- 5.9** If you are a secure tenant you may take in lodgers providing you do not have more people living in your home than the permitted number allowed, as detailed on page 1. You must notify the Housing Team in writing of the names and dates of birth of your lodgers within fourteen days of them moving in. Such notification will be in addition to any notification that you may need to give the relevant authority that administers any welfare benefits you are claiming.
- 5.10** If you are an introductory tenant, you do not have the right to take in lodgers.

Living in housing for older people

- 5.11** If you live in a home designated as suitable housing for older people, there are added conditions because of the design of your home. You may only take in a lodger or relative if they are aged 55 or over.

Sub-letting

- 5.12** If you are a secure tenant and want to sub-let part of your home, you must get prior written permission from the Council before you do so. The Council will not give permission for more than the permitted number of persons allowed to live there, as detailed on page 1. You must not sub-let the whole of your home. The Council may prosecute any tenant who parts with the possession of the property or sub-lets the whole of it as provided for by the Prevention of Social Housing Fraud Act 2013.
- 5.13** If you are an introductory tenant, you do not have the right to sub-let the whole or part of your home.

Running a business

- 5.14** You must not run a business from your home without first obtaining written

permission from the Council. Any request for permission must be made in writing to the Housing Team. When deciding whether to grant permission the Council will consider factors such as the noise, any nuisance that may be caused to your neighbours or whether damage will occur to the property or common areas. Permission will not be granted if it would result in a breach of planning legislation.

- 5.15** We can withdraw our permission if we believe your business causes a nuisance.

Business notices

- 5.16** You must obtain written permission from the Council before affixing any plate or notice on any part of your home or common areas relating to advertisements for trade or professional business.
- 5.17** You must not hold or permit any sale or auction at your home or on common areas without prior written permission from the Council.

Pets and animals

- 5.18** Some types of properties are not suitable for pets. You will need to seek written permission from the Council if you wish to keep a dog and sign a Responsible Dog Owner Agreement. If you live in sheltered accommodation or a block of flats where there is a no dogs policy or a no pets policy you will not be permitted to keep a dog/animal in your home.
- 5.19** You, members of your household or visitors must not allow any animal to frighten, annoy or cause a nuisance to any other person living in the locality of your home. Dogs must be accompanied by you or a responsible member of your household and kept on a lead when in common areas.
- 5.20** You must not keep any animal which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or others living in the locality of your home. Examples of this include, but are not limited to: allowing your animal to persistently foul in an inappropriate place, straying, barking, creating an offensive smell, inadequate control or creating any kind of health hazard. In these instances, the Council may

withdraw its permission for you to keep the animal/s and you must then remove it/them from your home.

- 5.21** You must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address. You must not keep any dog listed under the Dangerous Dogs Act 1991 at your home. We can provide you with a list of the dogs prohibited in the Act.
- 5.22** In cases of cruelty to animals or where the animal is causing a nuisance, annoyance or disturbance to others, the Council may give you written notice requiring you to remove it from your home. The Council may also report these cases to the RSPCA or the Police.
- 5.23** You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the Council gaining access to your home.
- 5.24** We will withdraw our permission and ask you to remove an animal if we believe that any animal you keep is causing a nuisance or we believe it is unsuitable to be kept in the property. We will do this in writing giving our reasons and the date by which you must comply.
- 5.25** You, members of your household or visitors must not allow dogs to foul public areas and must collect any faeces and dispose of them in a hygienic way. You, members of your household or visitors must take all reasonable steps to prevent your pets or visitors' pets from fouling the inside of your property or any communal areas. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.
- 5.26** You, members of your household or visitors must not do or permit anything to be done which encourages wild animals or wild birds onto our property that cause or are likely to cause a danger, nuisance or annoyance to other people, or damage to property.

- 5.27** You and other members of your household must not breed animals in your home or garden.
- 5.28** If there are breaches of a Responsible Dog Owner Agreement or anti-social behaviour connected with animals, this may also mean that you are in breach of this tenancy for anti-social behaviour.

Personal property

- 5.29** You are responsible for your personal property and the decoration of your home and it is your responsibility to take out insurance to protect them. The Council is not responsible for the loss or damage of any personal property (whether they belong to you or someone else) no matter how they become damaged or lost unless the damage or loss is caused by the Council's negligence.
- 5.30** The Council strongly advises that you take out and keep current contents insurance that covers the contents of your home, including outbuildings and third party damage to the contents of adjoining properties and personal injuries.

Access to your home

- 5.31** You must allow Council employees, their contractors, agents or other statutory bodies to enter your home at all reasonable hours to inspect your home or carry out any works.
- 5.32** You must ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection.
- 5.33** You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the Council, or cause structural damage to the property or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items the Council may enforce clearance by obtaining a court order.

5.34 If you do not allow access to your home you could be putting yourself and your neighbours at risk and the Council may take legal action to gain access to your home and you may have to pay the costs. You may also be prosecuted for obstruction and required to pay any court fees. The Council recommends that you ask for identification of any person seeking to enter your home who claims they are from the Council.

5.35 The Council will give you at least 24 hours notice of intended entry to your home by its employees/contractors or agents (except in cases of emergency, see section 6.6).

Ventilation and heating

5.36 You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the Council to prevent condensation. If condensation occurs you will be responsible for any repair work, unless it occurs as a result of a fault in the property.

5.37 You must have any chimneys which are in use swept at least once a year.

Using appliances and equipment

5.38 You must use all domestic and Council appliances and equipment in accordance with the manufacturer's and/or the Council's instructions. You are responsible for all damage to your home or injury to people caused by your appliances and equipment.

5.39 You must apply for written permission to have a mobility scooter stored within your property or a designated storage area. You must take adequate care and precautions when bringing, storing, charging or using power scooters or other devices used to aid mobility to ensure that damage does not occur to your home.

Motorbikes

5.40 You must not store or use mopeds, motorbikes, mini-motos or quad-bikes within your house, flat, maisonette or bungalow and you must not allow or permit any member of your household or any visitor to do so.



The right to repair

6.1 Some repairs are covered by regulations, which mean that by law the Council must carry out certain small, urgent repairs which are likely to affect your health, safety or security within specified timescales.

6.2 You must report any disrepair or damage immediately to the Council. This can be reported by telephone, in writing, via the website and by visiting the Council offices.

(Note: For more information about your rights, please refer to the Tenants' Handbook, or contact the Repairs Team.)

Your responsibilities

6.3 You must look after your home in a reasonable manner and make sure your home remains in good condition at all times.

6.4 You must immediately report any defects or damage to the outside or inside of your home and to any area you share with your neighbours, or any indoor installation which are the responsibility of the Council and enable the Council to arrange for inspection and/or repair(s) to be carried out.

Internal decoration

6.5 You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition. You must not apply textured coatings or wall cladding including decorative timber to the internal walls and ceilings of your home.

Emergency access

6.6 In an emergency, the Council or any person authorised by the Council may require access to your home. In the event that your home is unoccupied or access is unreasonably denied, the Council may use reasonable force to gain entry to your home without giving you any formal written

notice. Upon completion of the works and/or inspection, your home will be secured properly and repaired if necessary.

An emergency in these circumstances is when either your home or another person's property and health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, gas leak or electrical fault. In the event that access is unreasonably denied, you may be prosecuted for obstruction.

Alterations and improvements

6.7 If you are an introductory tenant you may not make any alterations, additions or improvements to the property.

6.8 Secure tenants have the right to carry out alterations, additions or improvements to your home and garden provided you get prior written permission from the Council. We will not unreasonably withhold or delay our consent, but may make it conditional upon the works being carried out to a certain standard. Alterations and additions include, but not limited to, any alterations to the gas or electrical installations, TV aerial, CCTV, satellite dish, solar panel installation, sheds, fences and other garden constructions. You may need to obtain Planning and Building Control permission prior to permitting any work to start. Future maintenance of any improvements will be your responsibility.

Own gas appliances

6.9 You are responsible for arranging an annual service of your own gas fired appliances and accompanying flues where the Council has not accepted responsibility. You must provide the Council with service certificates upon request.

Paying for works

6.10 If you carry out improvements, alterations or additions without our written consent, or they do not meet the agreed standard, you are breaking this agreement and may be required to return the property to the way it was before. You agree that you will pay the cost if we have to carry out the work and the cost of rectifying any damage that may have been caused to the property or the building in which it stands, or adjacent buildings.

Away from home

6.11 You must take all reasonable measures to ensure that when away from your home:

- The property is adequately secured to prevent unauthorised access by people not invited by you to live there;
- The property is adequately heated at all times;
- You turn the water off at the mains if you will be away for a long period during cold weather.

Gardens

6.12 If your home includes a garden, you must at all times keep it neat, tidy and free from rubbish, pests and weeds. You must also maintain any trees so as not to endanger the health and safety of people in the vicinity or cause damage to any other property. You must keep hedges, shrubs and lawns trimmed. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the Council. You must obtain written permission before erecting a shed or any other constructions in the garden (permission will only be granted if you have a garden for your private use).

Fences

6.13 You must maintain and keep in reasonable condition any fencing to your garden.

Smoke detectors

6.14 You are responsible for maintaining any battery-operated smoke detector and ensuring it is always in good working order.

The Council's responsibilities

6.15 The Council will be responsible for repairing and maintaining the structure of your home.

6.16 The Council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.



Moving out temporarily (decanting)

6.17 If, for any reason, we need to carry out repairs or other works to your home, and we cannot reasonably do that while you are living there, you will need to move out temporarily. If this happens we will provide you with alternative temporary accommodation while we do the work. Once works are completed, you will be required to leave your temporary accommodation and move back to your original permanent property.

Gas servicing

6.18 The Council will annually inspect gas service pipes and gas fired equipment for which the Council has a statutory duty to inspect and maintain. You must provide access for the gas service and any resulting repairs to be performed. You will have to pay for any costs we incur as a result of any failure by you to provide access.

Energy and Carbon Reduction Projects

6.19 You must give us or our contractors access following reasonable notice to undertake assessments, feasibility studies or installations for Energy Saving and Carbon Reduction Projects. This includes any works associated with assessing whether the property is suitable for such measures, as well as any installation or maintenance work.

6.20 Where possible, we will try to install measures and equipment for Energy Saving and Carbon Reduction Projects in parts of the property you do not normally use (such as rooftops and attics).

6.21 We may undertake Energy Saving and Carbon Reduction Projects in partnership with other companies and any right to receive Tariffs and/or any Carbon Benefit and any other income or benefits or subsidies, arising from the Energy Saving and Carbon Reduction Project belongs to us or the Company installing or owning the system.

6.22 Specific provisions relating to the installation of Solar Panels are set out in Schedule 1 to this agreement.

Nuisance, harassment and domestic violence

Council responsibilities

- 7.1** The Council will not tolerate anti-social behaviour and will investigate all reported cases of nuisance or harassment. The Council will take appropriate and proportionate action against perpetrators.
- 7.2** Malicious or false allegations made of anti-social behaviour may result in action being taken against the person making these claims.

Your responsibilities

- 7.3** You are responsible for the behaviour of every member of your household and any visitors to your home. This responsibility includes behaviour on surrounding land, in common areas and throughout the neighbourhood in which your property is situated.
- 7.4** You must not engage in anti-social behaviour in your home, in common areas or in the neighbourhood in which your home is situated. If you do, the Council may decide to apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The Council may also seek other legal remedies.
- 7.5** You, other residents of your home or your visitors must not:
- Cause any unreasonable disturbance to your neighbours. Examples include but are not limited to playing loud music, carrying out DIY late in the evening or loud arguing;
 - Engage in any form of harassment or intimidation on the grounds of race, ethnicity, nationality, faith or religion, sexuality, disability or gender, which may interfere with the peace and comfort of,

or cause offence to any other person residing in or visiting or otherwise engaged in a lawful activity within the neighbourhood in which your home is situated (including Council employees, agents or contractors);

- 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;
- Threaten violence towards any person residing in or visiting the neighbourhood or any person otherwise engaged in lawful activity within the surrounding areas of the neighbourhood and this includes any of the Council's employees, agents or contractors;
- Threaten violence against, harass, verbally abuse or intimidate any Council employee or agent of the Council at or in the vicinity of his/her place of work, including Council owned premises (including the common areas of any Council-owned property) or in any town centre, neighbourhoods and shopping parades;
- Harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in lawful activity within the neighbourhood in which your home is situated;
- Cause damage to the Council's common areas. You must not interfere with the security and safety equipment in communal blocks. Where a door entry system is fitted, doors must not be jammed open and you must not allow in strangers without identification;

7.6 You must not cause, allow, permit or encourage any member of your household or any visitor to do any of the things set out in 7.4 and 7.5. Where we have provided areas to be used for play including open spaces, you are responsible for ensuring that your children, or visiting children, do not cause a nuisance in relation to excessive noise, damage to property or risk to the personal safety of themselves or others.

Damage to your home

7.7 You are responsible for repairing any damage that you cause to the property, or to its fixtures or fittings to a reasonable standard, excluding normal wear and tear. If we have to repair damage caused, because you fail to do so, you agree to repay our reasonable costs. This also includes the cost of any special cleaning that is needed because you have allowed the property to become unreasonably dirty or infested.

Flammable/hazardous products

7.8 You, any member of your household or any visitors must not keep or use bottled gas (portable gas space heaters), paraffin, petrol or any other flammable material within the property including any garage or shed which is integral to a building) or in common areas. Bonfires including use of incinerators are not permitted.

7.9 You must not pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins.

Drains & waste pipes

7.10 You must not cause blockage to the drains and pipes in or about the property. Where we have to clear them because they have become blocked due to misuse by you (e.g. through disposal of cooking fats), you agree to repay our reasonable costs.

Vehicles and parking

7.11 Within the boundary of the property, motor vehicles must be parked on a Council approved hardstanding. Prior written permission must be sought from the Council before parking a trailer, caravan or boat on a hardstanding.

7.12 You or any member of your household or any visitors must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for other vehicles, including emergency vehicles, or cause a nuisance to others.

- 7.13** You or any member of your household or any visitors must not cause or allow an obstruction to any garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the neighbourhood.
- 7.14** You or any member of your household or any visitors must not allow anyone to sleep in a caravan or other vehicle parked outside your home.
- 7.15** You or any member of your household or any visitors must not park the following vehicles on the property (including any garden), common areas, shared areas, or on Council-owned land within the vicinity of your home:
- Goods vehicles of more than 1500 kg (unladen weight);
 - Unroadworthy or dangerous vehicles;
 - Untaxed vehicles or vehicles without a valid MOT (except as provided for in clause 7.16).
- 7.16** You or any member of your household or any visitors must not park any SORN registered vehicles on common areas, shared areas, or on Council-owned land in the vicinity of your home and may only park such vehicles within the boundary of the property on a Council approved hardstanding.
- 7.17** You or any member of your household or any visitors must not abandon vehicles in the neighbourhood in which your home is situated. The Council will take steps to remove such vehicles and then charge the costs of removal to the registered owner.
- 7.18** You must exercise care in the maintenance of your vehicle to ensure it does not cause pollution or spoil the appearance of the area, e.g. oil spillage. The cost of any such remedial work will be charged to you.
- 7.19** You or any member of your household or any visitors must not drive across a kerb to access the property unless it has been lowered in accordance with the regulations of the Highway Authority.
- 7.20** You or any member of your household or visitors must not repair vehicles on any common areas, shared areas, or on Council owned land within the vicinity of your home.
- 7.21** You or any member of your household or any visitors must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, by parking a vehicle or by fencing off part of it.
- 7.22** You or any member of your household or any visitors must not park a vehicle or drive across grassed areas in or around properties owned by the Council and you must pay the costs incurred by the Council for works to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.

Recycling

- 7.23** Where recycling facilities are provided, or you have access to kerbside collection services, you are responsible for separating your recyclable materials and making them available for collection on the designated day.



Living in blocks of flats or maisonettes

Smoking in common areas

- 8.1** You or any member of your household or any visitors must not smoke in the common areas of the building.

Behaviour in common areas

- 8.2** You must not throw food, refuse or any other object from a window, from landings, down stairwells or from balconies including shared balconies, lobbies and staircases.
- 8.3** You must not hang bird feeders, flower pots, washing, clothes, mats or rugs or any other object from the windows and balconies. You must not hand beat mats or rugs on or from the windows of your home or from any common areas such as landings, balconies, stairs or roof.
- 8.4** You must keep the shared areas secure by using the security systems properly and not letting strangers in without identification.

Refuse

- 8.5** You must not place any discarded household or garden objects, e.g. washing machines and garden waste, in the bin areas or drying areas. You must securely bag all rubbish before putting it in the refuse chutes or bin areas.
- 8.6** You must not dispose of any bulky items via the refuse chutes, as this can cause the chutes to become blocked (where chutes exist).
- 8.7** You must securely bag all rubbish before putting it in the refuse chutes or bin stores. You must not leave refuse bags/sacks or containers of recycling outside your front door or in the communal areas.

Lifts

- 8.8** You must not interfere with the lift system or wedge lift doors open as this can affect the efficiency of the system (where they exist).

Fire safety

- 8.9** Common areas must be kept clear to enable emergency evacuation. The Council may remove any objects found there immediately. If the Council removes one or more items of your personal property that are obstructing common areas, you must pay for the cost of the removal. If your home is a flat or maisonette you must not cause an obstruction in any of the common areas by leaving prams, pushchairs, bicycles, power scooters or other devices used to aid mobility, domestic appliances, furniture, floor coverings, rubbish or any other objects there. You are responsible for contacting the Council immediately if you become aware of any such obstruction. Common areas remain Council property.
- 8.10** You must not keep open, damage or obstruct in any way communal entrance doors, fire doors or gates within the interior or exterior of the building. Where such damage occurs, we may charge our reasonable costs for repair or replacement to you. You must not damage or interfere with in any manner the fire and safety equipment provided in the building. Where such damage or interference takes place, we may charge the reasonable cost for repair or replacement to you.
- 8.11** You must not light barbeques on communal or private balconies or other covered communal areas.
- (Note: These conditions are important for your safety and that of your neighbours. Obstructions in common areas can be fire risks and/or trip hazards.)*

Flooring

- 8.12** The Council may require you to keep all the floors in the property substantially covered with material suitable for reducing the transmission of noise (such as carpet or rugs). You must obtain the Council's prior written permission before you install floor tiles, laminate or wooden flooring or flooring of a similar nature, and the Council will only give permission to tenants living in flats and maisonettes in exceptional circumstances. If you install any such flooring without the Council's prior written permission, the Council may require you to remove it at your own expense and replace it with floor coverings as set out above.



Ending your tenancy

When you decide to end your tenancy

- 9.1** If you intend to end your tenancy, you must give the Council at least 28 days' written notice (called 'notice to quit'). This 28 days' written notice must start on a Monday and end on a Sunday. You must give us a forwarding address before you leave the property. You must pay your total weekly payment up to the date your tenancy ends.
- 9.2** Once you have given 'notice to quit' you must allow Council staff access to the property (at a pre-arranged date) for an inspection. In some cases this will involve prospective new tenants accompanying Council staff.
- 9.3** You must return all keys to the property and any pendent alarms that you have been issued with to the Council offices by 10am on the day you leave, (including gas and electric meter keys where appropriate). If you return your keys later than this, we will charge you the full charges of the property until the end of the week in which you return them.
- 9.4** If you are joint tenants either of you can end the tenancy by giving the Council notice to quit. This will end the tenancy for all joint tenants regardless of who has given the notice. Each joint tenant is responsible for the rent. The Council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves all tenants continue to be responsible for rent, arrears and tenancy charges.
- 9.5** You must leave the property (including but not limited to lofts, sheds and gardens), in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left will be cleared by the Council and you must pay the costs incurred by the Council in clearing the property. All fixtures and fittings must be left in a reasonable condition and state of

repair. We will not be responsible for any items you leave behind.

- 9.6** You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs reasonably incurred by the Council in carrying out those repairs.

When we want to end your tenancy

The following applies to introductory tenants only

- 9.7** The Council will only take steps to recover possession of your home as follows:
- If you break any of the terms or conditions of this tenancy agreement;
 - Where the sole tenant dies and there is no person who is eligible to succeed to the tenancy;
 - If you abandon the property, fail to use it as your main or principle home, or sub-let or leave the property without giving the Council vacant possession or proper notice, the steps the Council may take include issuing you with a 'notice to quit' or other appropriate notice at your last known address.

The following applies to secure tenants only

- 9.8** The Council will only take steps to recover possession of your home as follows:
- If you break any of the terms or conditions of this tenancy agreement, the Council may give you written notice that it intends to apply to the court for an order of possession on one or more of the grounds set out in the Housing Act 1985 (as amended, updated, extended or replaced). (If the court grants the Council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted);
 - Where the sole tenant dies and there is no person who is eligible to succeed to the tenancy;
 - If you abandon the property, fail to use it as your main or principle home, or sub-

let or leave the property without giving the Council vacant possession or proper notice, the steps the Council may take include issuing you with a 'notice to quit' or other appropriate notice at your last known address.

Demoted tenants

9.9 During the demotion period, we may decide to end the tenancy if any tenancy conditions are breached. We follow strict guidelines to make sure we are being fair and equitable when dealing with an alleged breach of tenancy.

9.10 If we decide to end a demoted tenancy, we will send the tenant a 'Notice of Termination'. This would mean that after 28 days, we intend to apply to the county court for a possession order. This order is called 'Notice of Possession Proceedings' and will also explain the reasons for ending the tenancy.

Action under the Anti-social Behaviour, Crime and Policing Act 2014

9.11 The Act introduces a new absolute ground for possession of secure and assured tenancies (i.e. lifetime tenancies) where anti-social behaviour or criminality has already been proven by another court.

9.12 This ground can be used where the tenant, a member of the tenant's household, or a person visiting the property has met one of the following conditions:

- convicted of a serious offence (specified in Schedule 2A to the Housing Act 1985);
- found by a court to have breached a civil injunction;
- convicted for breaching a criminal behaviour order (CBO);
- convicted for breaching a noise abatement notice; or
- the tenant's property has been closed for more than 48 hours under a closure order for anti-social behaviour.

9.13 The offence/breach needs to have occurred in the locality of the property or affected a person with a right to live in the locality or affected the landlord or his or her staff/contractors.

9.14 As a secure tenant of a local housing authority you have a statutory right to request a review of our decision to seek possession using this ground.

9.15 If the above test is met, the court must grant a possession order (subject to any available human rights defence raised by the tenant, including proportionality) where the correct procedure has been followed.

Notices – for all tenancies

9.16 Any notice the Council wants to serve on you may be served personally or by first class post addressed to you at the property or your last known address. The Council may also leave any notice at the property by posting it through the front door or otherwise by affixing it to a conspicuous part of the property.

9.17 Any notice to be served on the Council as your landlord should be addressed to: Housing Services, Lewes District Council, Southover House, Southover Road, Lewes, BN7 1AB



New build homes

10.1 If the property was built in or after 2014 it may be subject to additional terms and conditions applicable to particular properties, or types of properties. These will form part of your tenancy agreement and if you are offered a property where such conditions apply you will be informed of these before you sign your tenancy agreement.



Complaints

11.1 You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can. If you need to make a complaint you should contact us as soon as possible.



False statement

12.1 You or someone acting on your behalf must not make a statement:

- which you know is false;
- which you thought could be false;
- which involves you in any way in supplying information which may deceive an officer of the Council or its agent in allocating you this property. The Council will take legal action to obtain possession of your home in any such circumstance.



Schedule 1

Provisions relating to Solar Panels

1 DEFINED TERMS

Definitions

Central FIT Register means the register kept and maintained by OFGEM.

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

FIT Period means the period of twenty (20) years from the date that the Solar Panel System is installed at your Home and is recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register by OFGEM.

MCS means the Microgenerator Certification Scheme or equivalent schemes accredited under EN45011.

OFGEM means the Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of the Feed in Tariff.

the Provider means any person approved by the Council to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title.

Solar Panel System means any solar panels, fixings and ancillary equipment including the cables, inverter, meter and monitoring equipment installed or to be installed in or on your home.

2 GENERAL TERMS

It is agreed as follows:

Installation of Solar Panel System and grant of lease

- 2.1** that we are permitted to grant a lease of the roofspace of your Home to a Provider to give that Provider rights to receive the Feed in Tariff and so that the Provider is permitted to install a Solar Panel System at your Home and retain it there (the inverter is usually installed in your loft space which means that we or the Provider will also have the right to install the inverter and may need access to your loft space from time to time).

The Council is not under any obligation to install a Solar Panel System at your Home.

This means that if we grant a lease of the roofspace of your Home to a solar Provider then the roofspace is no longer let to you under the terms of your Tenancy and this has implications if you buy your Property (see Clause 5).

Ownership of Solar Panel System

- 2.2** that during the FIT Period the Solar Panel System belongs to the Council or the Provider and is not part of your Home.

Connection of Solar Panel System

- 2.3** that the Council or the Provider may connect the Solar Panel System into and use the existing electrical system within your Home.

Feed in Tariff

- 2.4** that the Council or the Provider is exclusively entitled to the benefit of the Feed in Tariff.

Use of electricity by Tenant

- 2.5** electricity generated by the Solar Panel System may be used by you and neither we nor the Provider will charge you for that electricity.



Schedule 1

Provisions relating to Solar Panels (continued)

Export of unused electricity

- 2.6** that any electricity that you do not use will be exported to the national grid for the sole benefit of the Council or the Provider.

Use of electricity by the Solar Panel System

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

Alterations to and renewal of Solar Panel System

- 2.8** the Council or the Provider may at any time alter the Solar Panel System or remove it from your Home either permanently or for a period of time.

Maintenance of Solar Panel System

- 2.9** that the Council's obligation to maintain any installation for the supply of electricity at your Home does not include an obligation to maintain the Solar Panel System.

Failure of Solar Panel System

- 2.10** in the event of the Solar Panel System or any part of it failing and being uneconomic to repair or replace the Solar Panel System can be left in place and not repaired or replaced until such time as it is economic to repair or replace or the Solar Panel System is removed.

Variation of electricity

- 2.11** the amount of free electricity that the Solar Panel System may generate and which may be used by you may vary and that neither the Council nor the Provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:

2.11.1 the Council or the Provider carrying out repairs, works or alterations to your Home or the Solar Panel System or removing it from your Home;

2.11.2 the weather, season or other factors beyond the Council's control or the control of the Provider;

2.11.3 the age of the Solar Panel System (solar panels may become less efficient with age);

2.11.4 the Solar Panel System or any part of it failing and being uneconomic to repair or replace; or

2.11.5 any other reason

- 2.12** you will tell the Council the Meter Point Administration Number (MPAN) for your address for the purpose of accrediting the Solar Panel System with the Energy Regulator, OFGEM.

3 THE COUNCIL'S OBLIGATIONS

Notification

- 3.1** We will tell you if the Solar Panel System is going to be installed or removed.

4 YOUR OBLIGATIONS

Access to Solar Panel System

- 4.1** You will allow the Council or the Provider (and the Council or the Provider's employees or contractors acting on the Council or the Provider's behalf) access at reasonable times and subject to reasonable notice to install, maintain, repair, replace or undertake other works to or inspect the condition of the Solar Panel System and to take meter readings.

Damage or interference

- 4.2** You will not cause any damage to or interfere with the Solar Panel System (including any cables serving the same) and pay us or the Provider any reasonable costs incurred by the Council or the



Schedule 1

Provisions relating to Solar Panels (continued)

Provider in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to your Home.

Preventing overshadow

4.3 You will make sure that no trees or vegetation within the boundary of your Home grow to overshadow the Solar Panel System.

4.4 You will make sure that nothing is constructed or erected at your Home which overshadows the Solar Panel System.

Reporting damage

4.5 You will tell the Council as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of your Home to which the Solar Panel System is attached or in which it is contained.

Use of the electricity

4.6 You agree to use the electricity generated by the Solar Panel System for personal domestic use only, not to store any electricity generated by the Solar Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.

5 IMPLICATIONS FOR THE RIGHT TO BUY (note that this section is only applicable if you have the right to buy)

5.1 Purchasing your Property

5.1.1 If you purchase your Property under the right to buy then you agree that unless you buy the Solar Panel System (see Clause 5.1.2) then either

(a) if there is a lease of roofspace to the Provider then it will remain in place and once you own your Home this lease will continue, and the Solar Panel System will still be owned by the Provider and the Provider will still be entitled to the benefit of the Feed in Tariff, or

(b) if the Solar Panel System is owned by the Council then you agree to grant a lease of roofspace to the Council so that once you own your Home the Solar Panel System will still be owned by the Council and the Council will still be entitled to the benefit of the Feed in Tariff

5.1.2 As an alternative to any lease of roofspace to the Provider remaining in place or granting a lease of your roofspace to the Council then if you buy your Home under the right to buy you may also buy the Solar Panel System in which case you agree that the purchase price of your Home will be increased to reflect the value of the Solar Panel System and your entitlement to benefit from the Feed in Tariff.

5.1.3 If you do not allow any lease agreement in accordance with this clause to continue (or be granted) or if the installed Solar Panel System is not taken into account in the purchase price of your Property for any reason then you will give the Council access to your home to enable the Council to remove the installed Solar Panel System.



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This document can be made available in large print, on audio tape or disc, or in another language upon request. Please telephone 01273 471600 or email housing@lewes.gov.uk