



**INDIVIDUAL CABINET MEMBER AND OFFICER DELEGATED DECISIONS**

**THURSDAY, 17 JULY 2008**

Please find enclosed Decision Notices in connection with the following:

1. **Applications for Discretionary Rate Relief** (Pages 1 - 12)
2. **Review of Council Housing Tenancy Agreement** (Pages 13 - 43)

Please note that these are subject to call-in.

**Queries regarding these documents**

Please contact Sharon Marsh, Democratic Services, Telephone 01524 582096 or e-mail [smarsh@lancaster.gov.uk](mailto:smarsh@lancaster.gov.uk).

Gillian Noall,  
Head of Democratic Services,  
Town Hall,  
Dalton Square,  
Lancaster LA1 1PJ

Published on Friday, 18<sup>th</sup> July 2008

# LANCASTER CITY COUNCIL

*Promoting City, Coast & Countryside*

## EXECUTIVE DECISIONS TAKEN BY CABINET PORTFOLIO HOLDER OR DELEGATED OFFICER NOTICE OF DECISION

*THIS SECTION TO BE COMPLETED BY THE PORTFOLIO HOLDER AND CONTACT OFFICER*

<b>TITLE OF DECISION:</b>			
<b>AWARDS OF DISCRETIONARY RATE RELIEF</b>			
<b>NAME OF DECISION TAKER:</b>	JOHN GILBERT		
<b>POSITION AND RESPONSIBILITY HELD:</b>	CABINET PORTFOLIO HOLDER FOR REVENUE SERVICES		
<b>CONTACT OFFICER:</b>	JULIE SMETHURST		
<b>TELEPHONE:</b>	01524 582203		
<b>E-MAIL:</b>	Jsmethurst@lancaster.gov.uk		
<b>Details of Decision:</b>			
To grant discretionary relief in respect of four new applications (A - D) for 2008/09, at a cost to the General Fund of £1720.42, and also for the relief to be back-dated in respect of Application A to 1/4/05 and for the relief to be back-dated in respect of Application C to 13/07/07.			
<b>Reasons for the decision (continue on separate sheet or append relevant papers as necessary):</b>			
Having considered each case on its merits, the decisions are in line with previous decisions made in respect of similar applications.			
<b>Is the decision URGENT Yes/NO Please delete as appropriate and give reasons for urgency below:</b>			
<u>No</u>			
<b>I CONFIRM THAT I HAVE BEEN CONSULTED ON THE ABOVE DECISION AND THAT IT IS URGENT AND REASONABLE IN ALL THE CIRCUMSTANCES. (IN ACCORDANCE WITH SECTION 17 OF THE OVERVIEW &amp; SCRUTINY PROCEDURE RULES)</b>			
<b>SIGNATURE OF THE OVERVIEW &amp; SCRUTINY CHAIRMAN:</b>			
I confirm that I have taken account of the options proposed by officers, the various implications set out in the report and the comments of the Monitoring and Section 151 Officers and am authorising the decision as set out above.			
<b>SIGNATURE OF DECISION TAKER:</b>	J. Gilbert		
<b>DATE:</b>	15.07.08		
<i>THIS SECTION TO BE COMPLETED BY DEMOCRATIC SERVICES</i>			
		<b>REF NO.</b>	<b>PD207</b>
<b>DATE DECISION TAKEN:</b>	15.07.08	<b>DATE RECEIVED BY DEMOCRATIC SERVICES:</b>	15.07.08
<b>DATE DECISION PUBLISHED:</b>	18.07.08	<b>IMPLEMENTATION DATE (publication day + 5 working days):</b>	28.07.08

*A copy of the report considered by the decision taker should be appended to this form and forwarded immediately to Democratic Services on completion.*

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

# LANCASTER CITY COUNCIL

*Promoting City, Coast & Countryside*

## EXECUTIVE DECISIONS TAKEN BY CABINET PORTFOLIO HOLDER OR DELEGATED OFFICER NOTICE OF DECISION

*THIS SECTION TO BE COMPLETED BY THE PORTFOLIO HOLDER AND CONTACT OFFICER*

TITLE OF DECISION: <b>Review of Council Housing Tenancy Agreement</b>			
NAME OF DECISION TAKER:	COUNCILLOR DAVID KERR		
POSITION AND RESPONSIBILITY HELD:	CABINET MEMBER		
CONTACT OFFICER:	CHRIS HANNA		
TELEPHONE:	01524582516		
E-MAIL:	channa@lancaster.gov.uk		
<b>Details of Decision:</b>  (1) That Cabinet Member considers the comments received from tenants during consultation and any subsequent amendments made to the draft tenancy agreement.  (2) That the amended tenancy agreement attached at Annex B is approved.  (3) That the Head of Service is authorised to issue to all tenants a Notice of Variation with the new tenancy agreement attached.			
<b>Reasons for the decision (continue on separate sheet or append relevant papers as necessary):</b> The need has been identified for the Council to review its tenancy agreement to ensure that the agreement remains fit for purpose and can be used as an effective management tool. The agreement has also been updated to ensure that it meets tenant expectations in terms of clarity and understanding.			
<b>IS THE DECISION URGENT - NO</b>			
<b>I CONFIRM THAT I HAVE BEEN CONSULTED ON THE ABOVE DECISION AND THAT IT IS URGENT AND REASONABLE IN ALL THE CIRCUMSTANCES. (IN ACCORDANCE WITH SECTION 17 OF THE OVERVIEW AND SCRUTINY COMMITTEE PROCEDURE RULES)</b> <b>SIGNATURE OF THE OVERVIEW AND SCRUTINY COMMITTEE CHAIRMAN:</b> N/A			
<b>I confirm that I have taken account of the options proposed by officers, the various implications set out in the report and the comments of the Monitoring and Section 151 Officers and am authorising the decision as set out above.</b>			
<b>SIGNATURE OF DECISION TAKER:</b>	Councillor David Kerr		
<b>DATE:</b>	15 July 2008		
<i>THIS SECTION TO BE COMPLETED BY DEMOCRATIC SERVICES</i>			
		<b>REF NO.</b>	<b>PD208</b>
<b>DATE DECISION TAKEN:</b>	18.07.08	<b>DATE RECEIVED BY DEMOCRATIC SERVICES:</b>	18.07.08
<b>DATE DECISION PUBLISHED:</b>	18.07.08	<b>IMPLEMENTATION DATE (publication day + 5 working days):</b>	28.07.08

*A copy of the report considered by the decision taker should be appended to this form and forwarded immediately to Democratic Services on completion.*

<b>CABINET</b>
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**Review of Council Housing Tenancy Agreement  
Individual Cabinet Member Decision  
Councillor David Kerr  
Report of Head of Council Housing Services**

<b>PURPOSE OF REPORT</b>			
To inform the Cabinet Member of the results of consultation with tenants on the proposed changes to the council housing tenancy agreement and to ask the Cabinet Member to approve the new agreement.			
<b>Key Decision</b>	<input type="checkbox"/>	<b>Non-Key Decision</b>	<input checked="" type="checkbox"/> <b>Referral from Cabinet Member</b>
<b>Date Included in Forward Plan</b>		Not applicable	
<b>This report is public</b>			

**RECOMMENDATIONS**

- (1) That the Cabinet Member considers the comments received from tenants during consultation and any subsequent amendments made to the draft tenancy agreement.
- (2) That the amended tenancy agreement attached at Annex B is approved.
- (3) That the Head of Service is authorised to issue to all tenants a Notice of Variation with the new tenancy agreement attached.

**1.0 Introduction**

- 1.1 Our approved Service Business Plan for 2007/2008 set out that the Council would review its tenancy agreement.
- 1.2 The current Tenancy Agreement has been in use since April 1996. It is best practice to review the tenancy agreement on a regular basis and this is recognised by the Audit Commission within the Tenancy and Estate Management Key Line of Enquiry (KLOE). The review provided us with the opportunity to incorporate matters arising out of changes in legislation such as the introduction of the concept of demoted tenancies, to take on board recommendation in relation to tenancy clauses tackling domestic violence, to address new housing management issues, and to take into account the issues tenants felt needed addressing in the tenancy agreement.
- 1.3 It had been identified that it would be beneficial to review the format of the existing agreement as well as the other terms contained within the agreement to ensure that they are fair, easily understood, legislatively correct and reflective of good practice.

- 1.4 As part of the review process the District-wide Tenants Forum/Cabinet Liaison Group have looked at the content, format and layout of the agreement. Stakeholders including the Community Safety Partnership and the Domestic Violence Forum Executive have been provided with the opportunity to provide comments. Changes were made to the draft tenancy agreement prior to wider consultation.

## **2.0 Proposal Details**

- 2.1 The District-wide Tenants Forum/Cabinet Liaison Group when looking at the existing agreement and a draft of the proposed new tenancy agreement wanted to ensure :

- The content to be clear and easier to read
- To know when as a tenant you needed to contact the Council
- The meaning of the words “You, we, us, our, they” to be made clear
- A clearer understanding of tenants’ rights and responsibilities

- 2.2 The main changes to the existing agreement include a better explanation of the types of tenancy – Introductory, Secure and Demoted tenancy. A list explaining some of the key word and phrases has also been included. The section relating to personal behaviour has been expanded to be more explicit about a response to domestic violence. Other changes include new clauses relating to the tampering with the supply of gas, electricity and water, and the use of appropriate floor coverings in flats. There have been a number of other drafting changes that tidy up the existing terms to make them easier to understand.

- 2.3 The Notice and details of the changes were sent to tenants for their comments during early March 2008. The comments received from tenants are noted in Annex A for consideration, and where appropriate have been incorporated or reviewed within the draft tenancy agreement.

- 2.4 The draft tenancy agreement as amended is attached as Annex B for approval and ratification by Cabinet. Once the draft agreement has been approved, the Head of Council Housing Services will issue to all tenants a 28 day Notice of Variation with the new tenancy agreement attached to bring the agreement into affect.

## **3.0 Details of Consultation**

- 3.1 The new tenancy agreement has been developed in consultation with tenants, the Cabinet Members for Housing, the District-Wide Tenants Forum, staff, Legal Services, the Community Safety Partnership, the Domestic Violence Forum.

- 3.2 A first draft of the proposed tenancy agreement was prepared with input from the tenant representatives and council representatives on the District-wide Tenants Forum/Cabinet Liaison Group, along with input from council housing and legal staff. This draft was considered by the District-wide Tenants Forum/Cabinet Liaison Group in February this year. In the light of further comments at that meeting a final draft of the proposed tenancy agreement was prepared for statutory consultation with all tenants.

- 3.3 In accordance with the Housing Act 1985 the Council served a Preliminary Notice of Variation to all tenants via the March 2008 edition of Housing News, and a full copy of the proposed tenancy agreement was also issued. Tenants were asked to read the

proposed tenancy agreement and to make any comments or ask any questions by the 18 April 2008. Views were accepted by letter, email or by telephone.

3.4 By the closing date of the consultation a variety of comments had been received and they have been reported in Annex A this report. These comments were also reported back to the District-wide Tenants Forum/Cabinet Liaison Group at the meeting on the 30 April 2008.

**4.0 Options and Options Analysis (including risk assessment)**

4.1

Option	Advantages	Disadvantages	Risks
1. Do nothing – continue with the existing agreement	Simplicity of continuation. Marginal cost savings	The existing tenancy agreement does not reflect current standards and requirements.	The tenancy agreement will not be wholly fit for purpose as an effective management tool.
2. The Council approves the revised tenancy agreement	The tenancy agreement is updated to ensure that it meets current standards and requirements, and it fit for purpose.  The tenancy agreement remains an effective management tool.	None identified.	The Office of Fair Trading publication on unfair terms in tenancy agreements has been referred to throughout this process. The relevant Key Lines of Enquiry from the Audit Commission have also been taken into account. This approach will help minimise risk relating to the robustness of the content of the new agreement.

**5.0 Officer Preferred Option (and comments)**

5.1 The Officer preferred option is Option 2 for the reasons set out above.

**6.0 Conclusion**

6.1 The need has been identified for the Council to review its tenancy agreement to ensure that the agreement remains fit for purpose and can be used as an effective management tool. The agreement has also been updated to ensure that it meets tenant expectations in terms of clarity and understanding.

**RELATIONSHIP TO POLICY FRAMEWORK**

Corporate Plan – the proposal supports the Council’s medium term objectives: to deliver value for money, customer focussed services; to support sustainable communities; to continue to improve the Council.

Service Business Plan – the proposal is contained within the Services agreed service business plan for 2007/2008.

**CONCLUSION OF IMPACT ASSESSMENT**

**(including Diversity, Human Rights, Community Safety, Sustainability and Rural Proofing)**

Impact assessments have been undertaken and no issues have been identified.

**FINANCIAL IMPLICATIONS**

The costs involved in the issuing of the new tenancy agreement are estimated at £2,500. This will be met from the current budget for Printing and Stationery. There are no other direct material financial implications arising as a result of the changes proposed.

**SECTION 151 OFFICER’S COMMENTS**

The Section 151 Officer has been consulted and has no further comments.

**LEGAL IMPLICATIONS**

Section 102 and 103 of the Housing Act 1985 give the Council the power to vary the terms of the secure tenancy agreement by serving a notice of variation on the tenant. Before serving a notice of variation the Council has to give preliminary notice and the tenant has to be invited to make comment on the proposed changes. The Council is required to consider the comments made.

Legal Service have also been consulted at an early stage in the drafting of the varied terms of the agreement and having made recommendations of the terms these have been incorporated into the revised tenancy agreement that was sent to all tenants for consultation.

**MONITORING OFFICER’S COMMENTS**

The Monitoring Officer has been consulted and her comments have been incorporated in the report.

**BACKGROUND PAPERS**

Housing News Issue 01 March 2008

**Contact Officer:** Mr Chris Hanna

**Telephone:** 01524 582516

**E-mail:** channa@lancaster.gov.uk

**Ref:** none



## **Comments received as a result of the consultation**

1.1 The comment received from a member of the Domestic Violence Forum Executive Group was that the proposed agreement was: *“straightforward and a reasonable approach and understandable”*

1.2 The following comments were received by email from a tenant in Burrow:

*3.20 I understand that this already forms part of the existing tenancy agreement, but surely normal planning rules apply. Could it not read, you may add a satellite dish, aerial, or replace an existing one as long as it conforms to planning regulations and you home is not within a conservation area.*

This is a valid comment and highlights that planning approval may also be required as well as landlord consent. The paragraph in the tenancy agreement is about fixtures in general and needs to remain in the agreement. The comment has been taken onboard and reference has now been made to the fact that planning approval may also need to be obtained.

*3.24 I agree the tenant should check the insulation on pipes etc but the council should ensure all pipes are adequately insulated in the first place. As it says in point 3.1 Councils responsibilities we will repair and maintain drains, gutters and outside pipes.*

The requirement to kept Council dwelling houses repaired and maintained is sufficient provision to ensure that all pipes are adequately cared for.

*5.11 Why? what if they run a business from their home and pay business rates do they have a right to advertise their profession. Does that also go for signs on the side of works vehicles?*

This clause was included to help prevent inappropriate signage appearing on residential estates and does not include signage on vehicles.

*5.12 Who will decide how often a garden should be mowed or weeded?*

The clause within the draft agreement does not specify how often a garden should be mowed or weeded other than by stating that this should be done “regularly” to ensure that the garden is kept tidy. It is not proposed to make any amendment to the draft agreement.

*5.14 Surely we are allowed to put up a fence as long as it's within planning regulations. At present you can erect a fence up to 2 meters in height without the need for any permission. Why should this be any different for council tenants?*

This again highlights than planning approval may be required as well as landlord approval. When any application is received from a tenant for any alteration to the premises or structure consideration and advice is given whether or not planning or building regulation approval is required in addition to consent from the landlord.

- 1.3 Comment has also been received from a tenant on the Branksome estate regarding the operation of clause 4.4 in the draft tenancy agreement relating to noise; particularly the playing of radios with windows open in flats,

This is covered by the example given in the clause of "loud music".

This tenant also felt that a clause relating to nuisance caused by garden bonfire should be included. Garden bonfires are not seen as an issue. However bonfires are discouraged. Tenants are advised that waste material should be composted where possible. Person causing a nuisance may be liable to legal action the Environmental Protection Act 1990.

**This is a [ ] Tenancy Agreement  
between Lancaster City Council and**

Tenant's Full Names  1  
 2  
 3

Address   
Post Code

Property Type

Tenancy Date  Permitted Number

The initial rent is £  per week.

The first payment is to be made on

Your rent, including any charges, is due every week in advance.

You can contact the Council by post:

Lancaster City Council, Council Housing Services,  
PO Box 4, Town Hall, Dalton Square, LANCASTER, LA1 1QR

by telephone: 01524 582929 by fax: 01524 33693

by email: councilhousing@lancaster.gov.uk

You can begin to occupy the premises on

**Declaration**

I agree to accept this tenancy on the terms and conditions set out in the tenancy agreement and as explained to me by [ ] Housing Officer.

I understand that I am responsible for any breach of these conditions of tenancy by myself, any member of my household or any visitor.

Signed by

Date

Witnessed by  For Lancaster City Council

Date



## **Do not destroy this document**

This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future. Please see the tenant handbook provided with this tenancy agreement. Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Lancaster City Council website ([www.lancaster.gov.uk](http://www.lancaster.gov.uk)).

## **Contents**

About Your Tenancy

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- 2 Your Rent & Other Charges
- 3 Repairs & Improvements
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- 5 Using Your Home
- 6 Tenant Involvement
- 7 Moving House
- 8 Ending Your Tenancy

## About Your Tenancy

This tenancy agreement contains terms that only apply to an introductory tenancy, a secure tenancy, or a demoted tenancy. To make the tenancy agreement easier to understand, symbols have been used where these apply:

 Introductory tenancy

 Secure tenancy

 Demoted tenancy

### Introductory Tenancy

An introductory tenancy is for a trial period during which you have no security of tenure. You must show us that you are responsible enough to keep your Council home.

An introductory tenancy usually lasts for 12 months but the Council can extend it for a further six months if you have not complied with this agreement. You have a right to ask for a review of that decision. An introductory tenancy will automatically become a secure tenancy after 12 months, unless it has been extended or court proceedings for possession of your home have been started.

If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.

The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.

As an introductory tenant you do not have the right to:

- Buy your home (although the introductory tenancy period will count towards any discount allowed under the right to buy in future applications)
- Sub-let all or part of your home
- Exchange your home with another tenant
- Carry out improvements to your home
- Claim compensation for improvements
- Take in lodgers

An introductory tenancy cannot usually be assigned (i.e. transfer it to someone else during your lifetime) without an order from the court allowing an assignment to take place. An assignment may also be agreed if the assignee would have succeeded to the tenancy immediately before the assignment is to take place.

Introductory tenants do have the right to one statutory succession for a husband, wife, partner, or other family members upon the death of the tenant.

Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.

### **Secure Tenancy**

If you are an introductory tenant you will automatically become a secure tenant after 12 months, provided you don't breach the conditions of your tenancy.

As a secure tenant you have the right, subject to meeting any applicable criteria or gaining any necessary approval, to:

- Live in your home for the rest of your life as long as you continue to comply with the requirements of your tenancy agreement
- Buy your home at a discount, after a qualifying period
- Pass on your home to someone in your family living with you when you die, provided that you yourself had not succeeded the tenancy (subject to certain conditions)
- Take in lodgers and sub-let part of your home (although you should note that this may affect any housing benefits that you are receiving)
- Have your home repaired (some repairs are the responsibility of the tenant while others are the responsibility of the Council)
- Carry out improvements to your home (subject to written consent from your council)
- Be compensated for certain improvements you have made if you move home
- Take on the management of your estate
- Exchange your home with another tenant
- Be consulted on housing management matters
- Be given information about how the Council runs the homes that it owns

You have the right to live in your home indefinitely, as long as the Council does not start legal proceedings to evict you. The Council can only evict you by following the correct procedure and getting a court order. The Council has to give you written notice, and prove a legal reason why you should be evicted before they can get a court order.

If tenancy enforcement action is taken against you due to anti-social behaviour, this may lead to your secure tenancy being demoted by the court. This would reduce your rights as a tenant.

### **Demoted Tenancy**

A secure tenancy can be downgraded to a demoted tenancy. A demoted tenancy is very similar to an introductory tenancy. You have more limited rights and less protection from eviction than a secure tenancy. The Council has to get a court order if they want to downgrade your tenancy in this way.

The court can demote your tenancy if you (or someone who lives with you, or visits you regularly) have behaved anti-socially or caused nuisance in the area, threatened to do so, or used your home for illegal activities such as drug dealing.

A demotion order will normally last for one year, unless:

- The Council starts possession proceedings against you
- You leave your home (in which case you will lose the tenancy)
- The court overturns the order (for example if the judge believes that it should)

- not have been made in the first place)
- You die and no one is entitled to take on the tenancy

If you do not cause nuisance or break your tenancy agreement in other ways, you should automatically become a secure tenant again after 12 months. If the Council starts court action during the 12 months, you can be evicted more easily than a secure tenant.

Demoted tenancies can be ended much more easily than secure tenancies. The Council does not have to prove a legal reason in court but they have to follow the correct procedure to evict you.

The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.

The right to buy will be suspended until your tenancy becomes secure again. The time you spent as a demoted tenant will not count towards your discount.

You do not normally have the right to take in a lodger or sublet part of your home while your tenancy is demoted. If you do so without written permission from the Council, you can be evicted more easily than a secure tenant.

You will not normally be able to exchange your home or get a transfer while your tenancy is demoted. Once your tenancy becomes secure, you will be able to apply.

You can not pass on a demoted tenancy by assignment (i.e. transfer it to someone else during your lifetime) unless it is done as part of a divorce or other family proceedings. You will be able to do so once your tenancy becomes secure again.

### **Tenancy Agreement**

A tenancy agreement means that:

- You cannot be evicted without a court order, unless you abandon the premises
- If you are an introductory or a demoted tenant, before a court will make an eviction order, the Council will have to show that it has served you notice, and where you have requested, it has reviewed the decision to terminate your tenancy
- If you are a secure tenant, before a court will make an eviction order, the Council will have to show that either:
  - you have broken the contract and it is reasonable to evict you, or
  - your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you
- You have important rights as to how you use your home, although some of these require the consent of the Council
- You are responsible for the behaviour of everyone who lives in, and visits, your home

If you break any condition in this agreement the Council may take legal action against you, for example by obtaining a possession order, anti-social behaviour order, injunction, extending an introductory tenancy, demotion order or an order suspending your right to buy your home.

If tenancy enforcement action is taken against you due to a breach of your tenancy agreement, this could lead not only to the loss of your home but may also exclude you from obtaining Council accommodation in the future. You also may be required to pay the costs of any action taken by the Council.

**Any notice (whether in proceedings or otherwise) may be served on the Lancaster City Council by sending or delivering it to:**

**The Head of Council Housing Services,  
PO Box 4, Town Hall, Dalton Square, Lancaster, LA1 1QR**



### **Words and Phrases**

The following list explains some of the words and phrases we have used in this tenancy agreement:

#### **Communal area**

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

#### **Flat**

A home which forms part of a building.

#### **Garden**

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.

#### **Home**

A house, bedsit, flat, maisonette or bungalow.

#### **Housing office**

Council Housing Services, 38 Cable Street, Lancaster, LA1 1HH.

#### **Locality**

The whole of the estate that the property is on including privately-owned or housing association properties or businesses and all other council estates in the district of Lancaster City Council.

#### **Maisonette**

A flat with more than one floor.

#### **Partner**

A husband, wife, or someone who lives with you as husband or wife, or in a same sex relationship.

#### **Property**

The home that you live in, including any garden, outbuilding, and shared areas.

#### **Rent**

Your rent may include charges for services e.g. caretaking, concierge, support, heating, concessionary TV licences, scheme managers and other goods and services where provided by us.

#### **Vehicle**

A car, bus, lorry, motorbike, bike, boat and so on.

#### **Visitor**

People temporarily staying at the property, or a person present in your home.

#### **We, us, our**

Lancaster City Council, the landlord.

#### **Written permission**

A letter from us giving you permission to do certain things.

#### **You**

The tenant, and in the case of joint tenants, any one or all of the joint tenants.

## 1 YOUR TENANCY AGREEMENT

- 1.1 This agreement makes you a tenant of Lancaster Council.
- 1.2 Your tenancy is weekly and runs from Monday, 12 noon to Monday, 12 noon.
- 1.3 If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you. We will ask your views about any planned changes to the tenancy agreement and full consideration will be given to any comments received. The Council will then give you at least four weeks' written notice before bringing them into effect.
- 1.4 You may be liable to pay any costs incurred by the Council if you are taken to court for breaking this agreement.
- 1.5 This agreement does not give any rights or remedies to any person except the landlord and the tenant and their respective successors and permitted assignees of the tenant.

## 2 YOUR RENT & OTHER CHARGES

### Council's Responsibilities

- 2.1 We may increase or decrease the rent and charges at any time but we must give you not less than four weeks' written notice of the change.

### Tenant's Responsibilities

- 2.2 Your rent and charges are due on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example, monthly or fortnightly - then you must pay your rent in advance. There are occasional "no collection" weeks where no rent is due and these are identified on the rent card (although people with rent owing - called "arrears" - should make payments in these weeks to reduce the arrears owing). The rent is inclusive of the property rent and all the other charges that are noted on your rent card.
- 2.3 If you do not pay your rent the Council can go to court to get legal permission to evict you from your home. If you have any difficulty paying your rent you should contact the housing office immediately.
- 2.4 If you are joint tenants you are each responsible for all the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint



tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.

### 3 REPAIRS & MAINTENANCE

#### Council's Responsibilities

- 3.1 We will repair and maintain:
  - The structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external doors drains, gutters and outside pipes
  - Kitchen and bathroom fixtures - basins, sinks, toilets and baths
  - Electrical wiring, gas and water pipes
  - Heating equipment and water heating equipment
  - Any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, open spaces, parking areas and rubbish chutes
- 3.2 We will, where necessary, paint the outside of your home at regular intervals.
- 3.3 We will do repairs within a reasonable time as detailed in the booklet "Reporting Your Repairs".
- 3.4 We will protect your property whilst repairs are being carried out, and will tidy up when the work is finished; removing rubbish and debris arising from the work.
- 3.5 We may award a decoration allowance where the decoration of a room is damaged by repair work. If you are elderly or disabled, we may also provide additional help. Ask the housing office about the details of these schemes.
- 3.6 When repairs are going to involve major disruption we will arrange with you convenient dates for the work to be carried out.
- 3.7 We will give you, or send you, written confirmation of your request for a repair. Keep this confirmation in case you want to make an enquiry later.
- 3.8 We will send you written confirmation when an order for a repair has been issued to a contractor. Keep this confirmation in case you wish to make an enquiry or complaint later.
- 3.9 We may carry out any works or repairs needed because of a failure by you to comply with your repair obligations. We may charge you for any reasonable costs incurred in carrying out such works or repairs.



### Tenant's Responsibilities

- 3.10 You must report any repairs, faults or damage immediately to the Council. Make sure that you get or are sent a written confirmation saying that we have received your request for a repair.
- 3.11 You must pay for repair or replacement if you (or anyone living with you or visiting your home) cause damage deliberately. You must also pay for repair or replacement if damage is caused by your own neglect. The cost of such repairs will be recharged to you and an account will be issued.
- 3.12 You must do small repairs like unblocking sinks or replacing tap washers or internal door handles. Council Housing Services will do many of these jobs for you if you are elderly or disabled.
- 3.13 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement that you have carried out yourself (unless you have a written agreement for us to repair and maintain it).
- 3.14 You are responsible for keeping your home clean and in a state of reasonable decorative order.
- 3.15 You must not decorate the outside of your home without the Council's agreement in writing.
- 3.16 You must not apply Artex, ceramic tiles, polystyrene tiles or any similar materials to the walls or ceilings unless you have our permission in writing. We may give you permission to use these materials, but you must not carry out any work without the Council's agreement in writing.
- 3.17 You must, where there is an open fireplace, have the chimney swept at least every 12 months.
- 3.18 You must only burn approved solid fuels if your home has a solid fuel heating appliance.
- 3.19 You must not remove walls or take out any other part of your home without the Council's agreement in writing.
- 3.20 You must not alter or add any fixture to your home, including a satellite dish, TV or CB aerial without the Council's agreement in writing. You may also need to obtain planning approval.
- 3.21 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. You will be charged for any work that the Council has to carry out to return the property to how it was before.
- 3.22 You must obtain written permission before you carry out any gas or electrical work. There is no charge for seeking this permission. Any gas or electrical



work must be carried out by a qualified and competent contractor.

- 3.23 You must, on the removal of any gas appliance, ensure that the gas pipes are capped off by a Corgi registered contractor. You will be charged for any work the Council has to carry out to ensure that the gas pipes are safe.
- 3.24 You should take all reasonable precautions to prevent damage occurring to any pipes or other installations to the property that may be caused by cold weather.
- 3.25 You must allow officers of the Council or any other person authorised by the Council into your home on reasonable notice to inspect its condition and do any repairs and improvements.
- 3.26 You must allow officers of the Council or any other person authorised by the Council to enter the premises to inspect the state of repairs and carry out necessary repairs and essential annual servicing of gas appliances and solid fuel appliances (as required by legislation AND FOR YOUR SAFETY)
- 3.27 You are advised to obtain a household insurance policy to ensure that your internal decoration to your home and your possessions are adequately covered in case of loss. The Council insures the building and the Council's fixtures, but your own goods are not covered.

### **Tenant's Rights**

#### ***Right to repair ( Introductory and Secure Tenants)***

- 3.28 You have the right to get repairs done on time. In some cases you have a legal "right to repair". Ask the housing office for more information.

#### ***Right to improve ( Secure Tenants)***

- 3.29 You have the right to carry out your own improvements such as installing central heating, a shower or a gas fire. You must get the Council's agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval.) If you make an approved improvement you can ask us to repair and maintain it for you.

## 4 COMMUNITY RESPONSIBILITIES

### Council's Responsibilities

- 4.1 We will ensure that Council employees, agents, contractors or Councillors are polite, courteous, and treat people with respect.
- 4.2 We will look into your complaints and decide what action to take, and we will give you advice and help.

### Tenant's Responsibilities

#### *Personal behaviour*

- 4.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- 4.4 You or anyone else living with you or visiting your home must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include: loud music; persistent shouting, persistent arguing and door slamming; dog barking and fouling; offensive behaviour; rubbish dumping; playing ball games close to someone else's property.
- 4.5 You or anyone else living with you or visiting your home must not harass any other person. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's property or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people; discrimination against minority groups.
- 4.6 You or anyone else living with you or visiting your home must not inflict or threaten violence against any other person in the household. You, and they, must not harass or use mental, emotional or sexual abuse to make anyone who lives in the household leave the home.
- 4.7 You or anyone else living with you or visiting your home must not inflict or threaten domestic violence. Domestic violence can be considered grounds for eviction. Evidence of domestic violence for eviction purposes does not need to rely on a criminal charge.

Everyone has the right to enjoy life in their own way providing they don't upset people living near them. A good neighbour will tolerate and understand the different lifestyles of others.

The Council will help people solve their problems peacefully but we will take action quickly when this fails and in cases of harassment or victimisation







All personnel working for the Council carry Identity Cards and you are advised to insist that they are produced before allowing access.

- 4.8 You or anyone else living with you or visiting your home must not use your home, any communal area or locality for any illegal activity such as selling drugs.
- 4.9 You or anyone else living with you or visiting your home must not at any time subject Council employees, agents, contractors or Councillors in the course of their duty, to any physical or verbal abuse. Examples of physical abuse include any actual or threatened assault, attack, violent act, or aggression. Examples of verbal abuse include any unreasonable and/or unlawful verbal attack which causes or is likely to cause alarm, distress or intimidate.

## 5 USING YOUR HOME

### Council's Responsibilities

#### *Right of access*

- 5.1 The Council or any of their agents has the right of access to the premises at all reasonable times for the purpose of inspecting the property or to carry out any works which the Council think are necessary either to the premises or adjoining premises upon giving at least 24 hours notice in writing (except in an emergency).
- 5.2 In an emergency officers of the Council or any other person authorised by the Council may enter your home, to inspect equipment or to carry out any works required either to the premises or adjoining premises, whether you are at home or not, using any means necessary; but upon completion of their work or inspection your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.
- 5.3 If your home is part of a sheltered housing scheme, the Scheme Manager has a key and may enter your home at any time in an emergency. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.

### Tenant's Responsibilities

#### *Occupying your home*

- 5.4 You must use your council property as your main home.
- 5.5 You must tell the housing office if you will be away from home for more than a month.

- 5.6 You must not have more people living in your home than the maximum number allowed. The number is shown in this agreement.
- 5.7 If you want someone, who was not part of your household when you first moved in, to stay (temporarily or permanently), you must get our written permission first. This includes children, relatives, friends, and guests. We will not refuse permission unless there is good reason. (Introductory Tenants only)

**Right to take in lodgers (🔒 Secure Tenants)**

- 5.8 You have the right to take in lodgers. A lodger is someone who lives in your home but does not have exclusive right to any one part of it. They will get some sort of service from you such as cooking or cleaning.

**Right to sublet part of your home (🔒 Secure Tenants)**

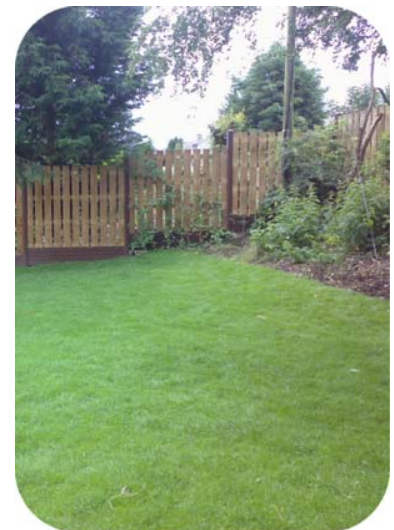
- 5.9 You have the right to sub-let, but you must get the Council's agreement in writing first. Sub-letting means that someone pays you to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property.

**Businesses**

- 5.10 You or anyone else living with you or visiting your home must not run a business from your home without the Council's agreement in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property. (You may also need planning and building regulation approval.)
- 5.11 You or anyone else living with you or visiting your home must not place exhibit any notice board or notice visible from the outside of the premises advertising any profession, trade, or business, or any good, or services.

**Gardens**

- 5.12 You must keep your garden tidy. You must cut any grass regularly in the growing season and weed the borders.
- 5.13 If you do not comply with these requirements the Council may undertake whatever work is necessary to put your garden in a proper state and charge you for that work. The Council, or its agents may enter your garden, on giving 24 hours notice, at any reasonable time for this purpose.
- 5.14 You or anyone else living with you or visiting your home should not put up or take down any fence or wall without the written consent of the Council.



We might be able to help you with your garden if you are elderly or disabled - ask the housing office for more information.



- 5.15 You or anyone else living with you or visiting your home must not attach any barbed wire, broken glass or other material to your home which may cause personal injury.
- 5.16 You or anyone else living with you or visiting your home must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the Council's agreement in writing. (You may also need planning and building regulation approval.)

**Care of the property**

- 5.17 You or anyone else living with you or visiting your home must not damage, deface or put graffiti on Council property or any property in the locality. You may be charged for the cost of removal of the graffiti, or for any repair or replacement necessary.
- 5.18 You or anyone else living with you or visiting your home must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, landings).
- 5.19 You or anyone else living with you or visiting your home must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.
- 5.20 You or anyone else living with you or visiting your home must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any community alarm equipment that has been installed in your home or at the property.

**Pets**

- 5.21 You may keep domestic pets, such as one dog, one cat, caged birds, fish, or small mammals if they are well cared for and kept under proper control. You must obtain the permission of the Council before keeping any other animals.
- 5.22 Your pet or pets must not annoy, cause nuisance or frighten other people.
- 5.23 You must not breed animals or birds at the property without the Council's agreement in writing.
- 5.24 You or anyone else living with you or visiting your home must not keep any animal that the Council decides is unsuitable for your home. If you are in any doubt at all ask the housing office.
- 5.25 If you live in a flat, maisonette or bedsit where you share any entrance with another household you may not keep a pet without the Council's agreement in writing.



**Vehicles**

- 5.26 You or anyone else living with you or visiting your home must not park a vehicle anywhere on your property except on a driveway or paved area intended for parking. You must not park a commercial vehicle, caravan or motor home on the garden, driveway, paved area around your home or on any communal parking areas without the Council's agreement in writing. You and your visitors must not park anywhere that would obstruct emergency services.
- 5.27 You or anyone else living with you or visiting your home must not carry out major vehicle repairs or park an unroadworthy vehicle on your property, on the land around your home, or on the road.
- 5.28 You or anyone else living with you or visiting your home must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

**Communal areas**

- 5.29 You or anyone else living with you or visiting your home must co-operate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 5.30 You or anyone else living with you or visiting your home must not store or charge mobility scooters in any internal communal area.
- 5.31 You or anyone else living with you or visiting your home must not interfere with security and safety equipment in communal blocks - doors should not be jammed open and strangers should not be let in without identification.
- 5.32 You or anyone else living with you or visiting your home are prohibited from smoking in any internal communal area.

**Flats, maisonettes, and bedsits**

- 5.33 If you live in a flat, maisonette, or bedsit you must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a suitable alternative floor covering that has similar noise reducing qualities. You must not use any hard surface flooring materials. Examples of hard surface flooring materials include laminate flooring, and ceramic tiles. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the council.





## 6 TENANT INVOLVEMENT

### **Council's Responsibilities**

#### ***Right to be consulted***

- 6.1 We must ask your views about any of the Council's housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for your home or your area. We will involve you or your tenants' group in local housing issues.
- 6.2 We must ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.
- 6.3 We will send you a housing report every year that describes our work and performance. It will tell you how the service is paid for and how your money is spent.
- 6.4 We must deal with your complaints efficiently and effectively. If you need to make a complaint the housing office will tell you what you have to do.

### **Tenant's Rights**

#### ***Right to information***

- 6.5 You have the right to see information we have about you, your partner or your family. (In certain circumstances you will not be able to see everything - for example details about other tenants.) You can get copies of the information but you may have to pay. Ask the housing office how to do this.

#### ***Tenants' Groups***

- 6.6 You have the right to join a local tenants' group. Ask the housing office for information about groups in your area or about how to start one.

#### ***Right to Manage***

- 6.7 The Housing (Right to Manage) Regulations 1994 allow tenants' or residents' organisations to set up Tenant Management Organisations (TMOs) and to take on the responsibility for the day-to-day management of their estates.
- 6.8 To use the Right to Manage, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.

## 7 MOVING HOUSE

### Tenant's Rights

- 7.1 You have the right to apply to move to another council home. You will have to go on the rehousing waiting list. An offer of a new home depends on the urgency of your housing need, how long you have been waiting and what accommodation is available. You may not be allowed to transfer to another council home if:
- You owe any rent
  - Your property and garden are in poor condition
  - You have made improvements or alterations without our written agreement (we may tell you to return the home to how it was before)
- 7.2 You have the right to see our rules for deciding who gets offered a council home. You also have the right to a free copy of a short summary of these rules. Ask at the housing office.

### **Right to Exchange ( Secure Tenants)**

- 7.3 You have the right to swap your home (called a "mutual exchange") with another tenant of the Council, a housing association or another local council. You must get the Council's agreement in writing first. We cannot refuse permission unless:
- One of the homes would be overcrowded - the housing office will tell you the maximum number of people allowed
  - The Council is taking legal action to get possession of the home of any of the tenants involved
  - The exchange would mean that a home designated for special needs, e.g. for elderly or disabled people would have no-one living there who had those special needs
  - The exchange would mean that a home with design features for the physically disabled would have non-one living there with physical disability
  - One of the homes would be obviously too large for the new tenants
- 7.4 We also set certain conditions that you must meet before the exchange can go ahead:
- You must not owe any rent
  - Your property and garden must be in good condition
  - If you have made improvements or alterations without our written agreement you must return the home to how it was before



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

## 8 ENDING YOUR TENANCY

### Council's Responsibilities

#### *Service of notice*

- 8.1 Any notice that the Council may wish to serve on you shall be validly served if addressed and posted or delivered to you at the property.

### Tenant's Responsibilities

#### *Tenancy Termination*




- 8.2 You must notify the housing office in writing at least four weeks before you want to leave your home. The notice must end on a Monday.
- 8.3 You must pay rent until the tenancy is terminated.
- 8.4 Upon receiving at least 24 hours notice you must allow the Council accompanying a prospective tenant access to view the property during normal working hours.
- 8.5 You must return all keys to the housing office by 12 noon on the day your notice expires to end the tenancy. The keys must be handed to a housing officer. If you hand the keys in after this time the Council reserves the right to charge for use and occupation of the property.
- 8.6 If you do not hand all the keys in on termination of the tenancy the Council will recharge you with the cost of replacing the keys or, where necessary, the cost of changing the locks.
- 8.7 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go.
- 8.8 You must not leave any of your own items in the property. If items are left in the property the Council will dispose of them and you will be responsible for all reasonable costs of disposal including removal and/or storage charges.
- 8.9 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect (including decoration). You will not have to pay for normal wear and tear.
- 8.10 You must not leave anybody else living in your home when you move out.



8.11 If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice. The notice will end the whole tenancy.

***Pass on (assign) the tenancy***

8.12 You cannot pass on (assign) the tenancy to somebody else unless:

- You are ordered to do so by a court in matrimonial proceedings
- Under the right to exchange, but only with the written agreement of the Council (  Secure Tenants)
- It is to a person who would be legally entitled to succeed to the tenancy, but only with the written agreement of the Council. The Council will not agree to the passing on of the tenancy where your home would be under-occupied. (  Introductory and  Secure Tenants)

**Tenant's Rights**

***Right to compensation for improvements (  Secure Tenants)***

8.13 You have the right to compensation for certain improvements you may have made to your home. The details of the Right to Compensation are available from the housing office. You should make a claim when you give the Council notice that you are leaving your home.

***Rights to succession***

8.14 If you have a joint tenancy, the other joint tenant will automatically take over the tenancy when you die. But if you are the only tenant, there are rules about who the tenancy can be passed on to. The legal process is called succession.

8.15 Your tenancy can be passed on to your spouse or civil partner, as long as s/he has been living in your home at the time of your death. If you are not married or registered as a civil partner, your partner or another member of your family may be able to take over the tenancy instead, providing s/he has been living with you for at least one year.

8.16 If you do not have a spouse, the tenancy may pass on to a close relative who must have been living with you for a period of twelve months before your death, and who occupied the house as his/her only or main home at the time of your death. A close relative is defined as parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece. (It also includes common law husband/wife and step relative.)



8.17 If more than one person qualifies equally and they cannot agree between themselves, then the Council will decide who should take over the tenancy. The tenancy can only be legally transferred once, so when a member of your family has taken over the tenancy, there is no further right. However, the Council will consider further applications sympathetically.

8.18 If the tenancy passes to a close relative, and the property is bigger than they need, then the Council may offer them alternative property. Where a partner has succeeded to the tenancy they will be able to stay in the property.

***Other successions***

8.19 If you die and no one in your household has the legal right to succeed to the tenancy, the Council will consider sympathetically an application for the tenancy from a member of the household who had a long term commitment to the home prior to your death. The Council may offer them alternative accommodation where the property is bigger than they need.

**Notes**



**Notes**

## CONTACT INFORMATION

### Council Housing Services

**Postal address:**

PO Box 4, Town Hall, Dalton Square, LANCASTER, LA1 1QR

**Office:**

38 Cable Street, LANCASTER, LA1 1HH

**Telephone:**

01524 582929

**Email:**

[councilhousing@lancaster.gov.uk](mailto:councilhousing@lancaster.gov.uk)

**Web site:**

[www.lancaster.gov.uk](http://www.lancaster.gov.uk)

Our office hours are 9.00 am to 5.00 pm weekdays  
(10.00 am to 5.00 pm Wednesdays)

If there is an emergency, ring the Council's Emergency Call Centre,  
which is open 24 hours a day, 365 days a year.

The number to call is: 01524 67099

Calls may be recorded to help improve  
our standard of service and accuracy of information

This document can be made available in  
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