






## (Proposed revised tenancy agreement and summary of the variations)


The following comments will be taken on board in the final format and design of the tenancy agreement:

- The symbols identifying the different types of tenancy will be reviewed and updated to improve clarity.
- In the section describing an Introductory Tenancy from comments received added clarification: “financial” discount.
- From comments received added clarification “Gas Safe” to Clause 3.22.
- From comments received added clarification in WORDS AND PHRASES of “Agent”.
- The recommendation is to retain the existing Clause 8.15 - Rights to succession.

PROPOSED REVISED TENANCY AGREEMENT	SUMMARY OF THE VARIATIONS
LANCASTER CITY COUNCIL TENANCY AGREEMENT	
ABOUT YOUR TENANCY	
1 YOUR TENANCY AGREEMENT	
2 YOUR RENT & OTHER CHARGES	
3 REPAIRS & IMPROVEMENTS	
4 COMMUNITY RESPONSIBILITIES	
5 USING YOUR HOME	
6 TENANT INVOLVEMENT	
7 MOVING HOUSE	
8 ENDING YOUR TENANCY	
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.	<i>No change</i>
Please be aware that you should read and understand this tenancy agreement in its entirety.	<i>New clause Reinforces advice above</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website ( <a href="http://www.lancaster.gov.uk">www.lancaster.gov.uk</a> ).	<i>No change</i>
<b>NATIONAL FRAUD INITIATIVE</b>  Lancaster City Council has a legal duty to protect the public money it administers. As part of this duty the Council is taking part in the National Fraud Initiative, a nationwide drive to reduce the amount of public money lost each year due to fraud. As a result information you provide on this form may be shared with other bodies responsible for auditing or administering public funds. For further information, see the Council's website or contact Customer Services on 01524 582000 or email: <a href="mailto:nfi@lancaster.gov.uk">nfi@lancaster.gov.uk</a>	<i>No change</i>
<b>ABOUT YOUR TENANCY</b>	
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:	<i>No change</i>
Introductory tenancy 	
Secure tenancy 	
Demoted tenancy 	
<b>Introductory Tenancy</b> 	
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.	<i>No change</i>
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.	<i>No change</i>
If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.	<i>No change</i>

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.	<i>No change</i>
As an introductory tenant you do not have the right to:	<i>No change</i>
· Buy your home (although the introductory tenancy period will count towards any financial discount allowed under the right to buy in future applications)	<b>From comments received added clarification: "financial" discount</b>
· Sub-let all or part of your home	<i>No change</i>
· Exchange your home with another tenant	<i>No change</i>
· Carry out improvements to your home	<i>No change</i>
· Claim compensation for improvements	<i>No change</i>
· Take in lodgers	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.	<i>No change</i>
<b>Secure Tenancy</b> 	
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.	<i>No change</i>
As a secure tenant you have the right, subject to meeting any applicable criteria or gaining any necessary approval, to:	<i>No change</i>
· Live in your home for the rest of your life as long as you continue to comply with the requirements of your tenancy agreement	<i>No change</i>
· Buy your home at a discount, after a qualifying period	<i>No change</i>
· 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)	<i>No change</i>
· 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)	<i>No change</i>
· Have your home repaired (some repairs are the responsibility of the tenant while others are the responsibility of the Council)	<i>No change</i>
· Carry out improvements to your home (subject to written consent from your council)	<i>No change</i>

· Be compensated for certain improvements you have made if you move home	<i>No change</i>
· Take on the management of your estate	<i>No change</i>
· Exchange your home with another tenant	<i>No change</i>
· Be consulted on housing management matters	<i>No change</i>
· Be given information about how the Council runs the homes that it owns	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
<b>Demoted Tenancy</b> 	
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.	<i>No change</i>
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.	<i>No change</i>
A demotion order will normally last for one year, unless:	<i>No change</i>
· The Council starts possession proceedings against you	<i>No change</i>
· You leave your home (in which case you will lose the tenancy)	<i>No change</i>
· The court overturns the order (for example if the judge believes that it should not have been made in the first place)	<i>No change</i>
· You die and no one is entitled to take on the tenancy	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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	<i>No change</i>

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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
You cannot 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.	<i>No change</i>
Under 18s	<i>New clause</i>
The Council will only give a tenancy agreement to someone under the age of 18 if a responsible person signs this agreement on their behalf as trustee. That person accepts that any notices or demands for payment served under this agreement can be served on the trustee	<i>New clause Clarifies existing legal position directly within the tenancy agreement</i>
<b>Tenancy Agreement</b>	
A tenancy agreement means that:	<i>No change</i>
You cannot be evicted without a court order, unless you abandon the premises	<i>No change</i>
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	<i>No change</i>
If you are a secure tenant, before a court will make an eviction order, the Council will have to show that either:	<i>Deleted clause</i>
If you are a secure tenant, before a court will make an eviction order, the Council will have to show that a ground for possession, as provided for by Schedule 2 of the Housing Act 1985, is made out and that in relation to certain grounds that it is reasonable to evict. These grounds include:	<i>Amended clause Provides more information of the Council's responsibilities and powers</i>
you have broken the contract and it is reasonable to evict you, or	<i>No change</i>
your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you	<i>No change</i>
You have important rights as to how you use your home, although some of these require the consent of the Council	<i>No change</i>

You are responsible for the behaviour of everyone who lives in, and visits, your home	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
Any notice (whether in proceedings or otherwise) may be served on the Lancaster City Council by sending or delivering it to:	<i>No change</i>
The Chief Officer (Health and Housing),	<i>No change</i>
PO Box 4, Town Hall, Lancaster, LA1 1QR	<i>No change</i>
<b>WORDS AND PHRASES</b>	
The following list explains some of the words and phrases we have used in this tenancy agreement:	<i>No change</i>
<b>Agent</b>	
A person or company authorised to act on behalf of the Council.	<b><i>From comments received added clarification: defined "Agent"</i></b>
<b>Communal area</b>	
The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.	<i>No change</i>
<b>Flat</b>	
A home which forms part of a building.	<i>No change</i>
<b>Garden</b>	
Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.	<i>No change</i>
<b>Home</b>	
A house, bedsit, flat, maisonette or bungalow.	<i>No change</i>
<b>Housing office</b>	
Health and Housing Services, Lancaster Town Hall, Dalton Square, Lancaster, LA1 1PJ.	<i>No change</i>
<b>Locality</b>	
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.	<i>No change</i>
<b>Maisonette</b>	
A flat with more than one floor.	<i>No change</i>

<b>Partner</b>	
A husband, wife, or someone who lives with you as husband or wife, or in a same sex relationship.	<i>No change</i>
<b>Property</b>	
The home that you live in, including any garden, outbuilding, and shared areas.	<i>No change</i>
<b>Rent</b>	
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.	<i>No change</i>
<b>Vehicle</b>	
A car, bus, lorry, motorbike, bike, boat and so on.	<i>No change</i>
<b>Visitor</b>	
People temporarily staying at the property, or a person present in your home.	<i>No change</i>
<b>We, us, our</b>	
Lancaster City Council, the landlord.	<i>No change</i>
<b>Written permission</b>	
A letter from us giving you permission to do certain things.	<i>No change</i>
<b>You</b>	
The tenant, and in the case of joint tenants, any one or all of the joint tenants.	<i>No change</i>
<b>1 YOUR TENANCY AGREEMENT</b>	
1.1 This agreement makes you a tenant of Lancaster City Council.	<i>No change</i>
1.2 Your tenancy is weekly and runs from Monday, 12 noon to Monday, 12 noon.	<i>No change</i>
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.	<i>Deleted clause</i>
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 you for 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. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.	<i>Amended clause Clarifies existing legal position directly within the tenancy agreement</i>
1.4 You may be liable to pay any costs incurred by the Council if you are taken to court for breaking this agreement.	<i>Deleted clause Duplication – see 2.4</i>
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.	<i>No change</i>
<b>2 YOUR RENT &amp; OTHER CHARGES</b>	




<p><b>Former tenancy arrears. (This paragraph is applicable only if it has been completed by us.)</b></p> <p>If this paragraph is completed it means that this is an exceptional case and the Council has granted you a tenancy of this property even though you still have arrears from another property and/or a previous tenancy, which you must now pay.</p> <p>You must pay us the debt of £..... at the rate of £..... per week in addition to the rent for your home as stated in this agreement.</p> <p>The amount and period of instalments may be varied from time to time by agreement between you and the Council.</p> <p>The payment of this debt will discharge your liability for rent arrears, charges and/or other debts incurred by you at your previous home/tenancy.</p> <p>Signed (tenant 1) .....</p> <p>Signed (tenant 2) .....</p> <p>Signed (authorised officer) .....</p>	<p><i>New clause - personal clause to be used in authorised exceptional circumstances</i></p>
<p><b>Council's Responsibilities</b></p>	
<p>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.</p>	<p><i>Deleted clause</i></p>
<p>2.1 We may change your rent and/or service charges at any time. We will tell you of any change in rent at least 28 days before the change. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address, but we reserve the right to change your rent even if you do not receive this notice.</p>	<p><i>Amended clause Clarifies legal position directly within the tenancy agreement</i></p>
<p>2.2 If you put your tenancy at risk due to non-payment of rent we reserve the right to refer you for specialist debt and welfare benefits advice without your prior consent.</p>	<p><i>New clause Provides consent to make a referral</i></p>
<p><b>Tenant's Responsibilities</b></p>	
<p>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.</p>	<p><i>Deleted clause</i></p>





2.3 Your rent and charges are due in advance and you must pay your rent and charges every week on or before the Monday they are due. If you wish to pay your rent and charges over longer periods – for example, monthly or fortnightly - then you must pay your rent and charges in advance. The rent is inclusive of the property rent and all the other charges. There are occasional "no collection" weeks where no rent is due. If you are in arrears you should make payments in these weeks to reduce the arrears owing	<i>Amended clause Updated to reflect that a traditional rent card is not issued</i>
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.	<i>Deleted clause</i>
2.4 If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and or a money judgement order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency. If you have any difficulty paying your rent you should contact the housing office immediately.	<i>Amended clause Provides additional clarity</i>
2.5 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.	<i>No change</i>
2.6 If you use any welfare benefit as a method of payment to pay part or all of your rent, you must tell the Department of Work and Pensions and the Benefit Service and a housing officer immediately of any changes which may affect your entitlement to welfare benefits.	<i>New clause Provides a requirement to keep the Council informed of any changes which may affect entitlement to welfare benefits</i>
2.7 If your welfare benefit payment made directly to us does not cover the full rent or you are receiving less than your award due to a direct deduction from your housing benefit to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly in advance using another payment method.	<i>New clause Reinforces responsibility to pay rent remains</i>
<p>2.8 You must repay in full any costs or liabilities incurred by the Council resulting from your breach or failure to perform any part of this agreement.</p> <p>Among other things, the Council could charge for:</p> <ul style="list-style-type: none"> <li>• putting right any work to your home that you have carried out without first having sought written permission from the Council;</li> <li>• putting right damage caused by you not complying with your tenant responsibilities including your failure to maintain your own equipment;</li> <li>• changing the locks of your home and otherwise securing it if it is abandoned by you;</li> <li>• your misuse of the emergency repair service for non-emergency repairs;</li> <li>• misuse of emergency alarm equipment;</li> <li>• replacing missing or broken keys; and</li> <li>• tree and garden works and garden clearance.</li> </ul>	<i>New clause Provides further explanation of financial obligations</i>

Please note that the Council incurs costs if we call at your home on a pre-arranged appointment and therefore may charge for any missed appointments.	
2.9 You must make and keep to an arrangement to repay other costs and liabilities such as rechargeable repairs, court costs, recoverable welfare benefit and support charges.	<i>New clause Provides further explanation of financial obligations</i>
<b>3 REPAIRS &amp; MAINTENANCE</b>	
<b>Council's Responsibilities</b>	
3.1 We will repair and maintain:	<i>Deleted clause</i>
3.1 We will keep in repair:	<i>Amended clause A simplification of the clause</i>
· The structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external doors drains, gutters and outside pipes	<i>No change</i>
· Kitchen and bathroom fixtures - basins, sinks, toilets and baths	<i>No change</i>
· Electrical wiring, gas and water pipes	<i>No change</i>
· Heating equipment and water heating equipment	<i>No change</i>
· Any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, open spaces, parking areas and rubbish chutes	<i>No change</i>
3.2 We will, where necessary, paint the outside of your home at regular intervals.	<i>Deleted clause All repair obligations are covered in 3.1</i>
3.2 We will do repairs within a reasonable time as detailed in the booklet "Reporting Your Repairs".	<i>No change</i>
3.3 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.	<i>No change</i>
3.4 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.	<i>No change</i>

3.5 When repairs are going to involve major disruption we will arrange with you convenient dates for the work to be carried out.	<i>No change</i>
3.6 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.	<i>No change</i>
3.7 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.	<i>No change</i>
3.8 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.	<i>No change</i>
<b>Tenant's Responsibilities</b>	
3.9 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.	<i>No change</i>
3.10 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.	<i>No change</i>
3.11 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.	<i>No change</i>
3.12 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).	<i>No change</i>
3.13 You are responsible for keeping your home clean and in a state of reasonable decorative order.	<i>No change</i>
3.14 You must not decorate the outside of your home without the Council's agreement in writing.	<i>No change</i>
3.15 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.	<i>No change</i>
3.16 You must, where there is an open fireplace, have the chimney swept at least every 12 months.	<i>No change</i>
3.17 You must only burn approved solid fuels if your home has a solid fuel heating appliance.	<i>No change</i>
3.18 You must not remove walls or take out any other part of your home without the Council's agreement in writing.	<i>No change</i>
3.19 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.	<i>Delete clause</i>
3.19 You must not alter or add any fixture to your home, including: cabling and wiring; cable TV; a satellite dish; radio, TV, or CB aerial without the Council's agreement in writing. You may also need to obtain planning approval.	<i>Amended clause Clarifies further the circumstances where approval is required</i>

3.20 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.	<i>No change</i>
3.21 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.	<i>No change</i>
3.22 You must, on the removal of any gas appliance, ensure that the gas pipes are capped off by a Gas Safe registered contractor. You will be charged for any work the Council has to carry out to ensure that the gas pipes are safe.	<b><i>From comments received added clarification: "Gas Safe"</i></b>
3.23 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.	<i>No change</i>
3.24 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.	<i>No change</i>
3.25 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)	<i>No change</i>
3.26 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.	<i>No change</i>
<b>Tenant's Rights</b>	
<b><i>Right to repair (Introductory  and Secure Tenants) </i></b>	
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.	<i>No change</i>
<b><i>Right to improve (Secure Tenants) </i></b>	
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.	<i>No change</i>
<b>4 COMMUNITY RESPONSIBILITIES</b>	
<b>Council's Responsibilities</b>	
4.1 We will ensure that Council employees, agents, contractors or Councillors are polite, courteous, and treat people with respect.	<i>No change</i>
4.2 We will look into your complaints and decide what action to take, and we will give you advice and help.	<i>No change</i>
<b>Tenant's Responsibilities</b>	
<b><i>Personal behaviour</i></b>	

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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>Deleted clause</i>
4.7 You or anyone else living with you or visiting your home must not inflict or threaten domestic abuse. Domestic abuse can be considered grounds for eviction. Evidence of domestic abuse for eviction purposes does not need to rely on a criminal charge.	<i>Amended clause Reflects current law</i>
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.	<i>No change</i>
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.	<i>No change</i>
<b>5 USING YOUR HOME</b>	
<b>Council's Responsibilities</b>	
<b><i>Right of access</i></b>	
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).	<i>No change</i>


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.	<i>No change</i>
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.	<i>No change</i>
<b>Tenant's Responsibilities</b>	
<b><i>Occupying your home</i></b>	
5.4 You must use your council property as your main home.	<i>No change</i>
5.5 You must tell the housing office if you will be away from home for more than a month.	<i>No change</i>
5.6 You must not have more people living in your home than the maximum number allowed. The number (permitted number) is shown in this agreement.	<i>No change</i>
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.	<i>No change</i>
<b><i>Right to take in lodgers (Secure Tenants)</i></b> 	
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.	<i>Delete clause</i>
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. You are required to carry out a "Right to rent" in accordance with Government guidance at <a href="https://www.gov.uk">https://www.gov.uk</a> . Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.	<i>Amended clause Reflects changes in legislative requirements</i>
<b><i>Right to sublet part of your home (Secure Tenants)</i></b> 	
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.	<i>Delete clause</i>
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. You are required to carry out a "Right to rent" in accordance with Government guidance at <a href="https://www.gov.uk">https://www.gov.uk</a> . Evidence that a	<i>Amended clause Reflects changes in legislative requirements</i>

"Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.	
<b>Businesses</b>	
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.)	<i>Delete clause</i>
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. This includes, if you are involved in the scrap metal business, not using your garden for the storage or sorting of scrap metal. 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.)	<i>Amended clause Highlights an example of a business that for which approval would not be given</i>
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.	<i>No change</i>
<b>Gardens</b>	
5.12 You must keep your garden tidy. You must cut any grass regularly in the growing season and weed the borders.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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.)	<i>No change</i>
<b>Care of the property</b>	
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.	<i>No change</i>
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, and landings).	<i>No change</i>
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.	<i>No change</i>






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.	<i>No change</i>
<b>Pets</b>	
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.	<i>No change</i>
5.22 Your pet or pets must not annoy, cause nuisance or frighten other people.	<i>No change</i>
5.23 You must not breed animals or birds at the property without the Council's agreement in writing.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
<b>Vehicles</b>	
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
<b>Communal areas</b>	
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
5.32 You or anyone else living with you or visiting your home are prohibited from smoking in any internal communal area.	<i>No change</i>
<b>Flats, maisonettes, and bedsits</b>	



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.	<i>No change</i>
<b>6 TENANT INVOLVEMENT</b>	
<b>Council's Responsibilities</b>	
<b><i>Right to be consulted</i></b>	
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
<b>Tenant's Rights</b>	
<b><i>Right to information</i></b>	<i>Delete Section</i>
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.	<i>Now covered by wider data protection and information/subject access law outside housing law (GDPR)</i>
<b><i>Tenants' Groups</i></b>	
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.	<i>No change</i>
<b><i>Right to Manage</i></b>	
6.7 The Housing (Right to Manage) Regulations 2012 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.	<i>No change</i>
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.	<i>No change</i>

<b>Right to Transfer</b>	<b>New clause</b>
6.9 A Tenant Group can serve notice under The Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 proposing the transfer of their estates to a resident-controlled community landlord.	<i>New clause Reflects current legislation and legal right</i>
6.10 To use the Right to Transfer, 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.	<i>New clause Reflects current legislation and legal right</i>
<b>7 MOVING HOUSE</b>	
<b>Tenant's Rights</b>	
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:	<i>Delete clause</i>
7.1 You have the right to apply to move to another council home. You will have to go on the rehousing waiting list. The right to apply for rehousing does not imply or guarantee that you will be rehoused. 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:	<i>Amended clause Provides greater explanation</i>
· You owe any rent	<i>No change</i>
· Your property and garden are in poor condition	<i>No change</i>
· You have made improvements or alterations without our written agreement (we may tell you to return the home to how it was before)	<i>No change</i>
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.	<i>No change</i>
<b>Right to Exchange (Secure Tenants)</b> 	
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:	<i>No change</i>
· One of the homes would be overcrowded - the housing office will tell you the maximum number of people allowed	<i>No change</i>
· The Council is taking legal action to get possession of the home of any of the tenants involved	<i>No change</i>
· 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	<i>No change</i>
· The exchange would mean that a home with design features for the physically disabled would have non-one living there with physical disability	<i>No change</i>
· One of the homes would be obviously too large for the new tenants	<i>No change</i>

7.4 We also set certain conditions that you must meet before the exchange can go ahead:	<i>No change</i>
· You must not owe any rent	<i>No change</i>
· Your property and garden must be in good condition	<i>No change</i>
· If you have made improvements or alterations without our written agreement you must return the home to how it was before	<i>No change</i>
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.	<i>No change</i>
<b>8 ENDING YOUR TENANCY</b>	
<b>Council's Responsibilities</b>	
<b><i>Service of notice</i></b>	
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.	<i>Deleted clause</i>
8.1 Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.	<i>Amended clause Reflects current law</i>
<b>Tenant's Responsibilities</b>	
<b><i>Tenancy Termination</i></b>	
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.	<i>No change</i>
8.3 You must pay rent until the tenancy is terminated.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
8.7 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go.	<i>No change</i>
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.	<i>No change</i>
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.	<i>No change</i>
8.10 You must not leave anybody else living in your home when you move out.	<i>No change</i>
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.	<i>No change</i>
<b><i>Pass on (assign) the tenancy</i></b>	

8.12 You cannot pass on (assign) the tenancy to somebody else unless:	<i>No change</i>
· You are ordered to do so by a court in family law or civil partnership proceedings	<i>No change</i>
· Under the right to exchange, but only with the written agreement of the Council (Secure Tenants) 	<i>No change</i>
· 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) 	<i>No change</i>
<b>Tenant's Rights</b>	
<b><i>Right to compensation for improvements (Secure Tenants)</i></b> 	
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.	<i>No change</i>
<b><i>Rights to succession</i></b> 	
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.	<i>No change</i>
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.	<i>Existing clause: Views are being sought on whether or not succession rights should be the minimum discretionary statutory succession rights <b>From comments received the commendation is to retain this existing clause</b></i>
<b>Option – Succession limited to the discretionary statutory right:</b> 8.15 If you die, a secure tenancy can be passed to your husband, wife, partner or civil partner. This is called a statutory succession under the terms of the Housing Act 1985 as amended by the Localism Act 2011. A secure tenancy can only be passed on once to either your husband, wife, partner or civil partner. For the sake of clarity, this means that your secure tenancy cannot be passed on for a second time.	<i>Amended clause</i>
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.)	<i>Dependent on 8.15</i>

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.	<i>Clause dependent on 8.15</i>
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.	<i>Clause dependent on 8.15</i>
<b><i>Other successions</i></b>	
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.	<i>Clause dependent on 8.15</i>
<b>DO NOT DESTROY THIS DOCUMENT</b>	
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.	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website ( <a href="http://www.lancaster.gov.uk">www.lancaster.gov.uk</a> ).	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website ( <a href="http://www.lancaster.gov.uk">www.lancaster.gov.uk</a> ).	<i>No change</i>