



IPSWICH BOROUGH COUNCIL

TENANCY AGREEMENT

Conditions of Tenancy



IPSWICH
BOROUGH COUNCIL

Contents

Introduction

1. General Information
2. Communication
3. Rent
4. Repairs maintenance and safety of your home
5. Improvements and alterations
6. Anti-social behaviour
7. Using your home
8. Tenant involvement and support
9. Assignment, succession and changes to the tenancy
10. Ending the tenancy with a notice to Quit
11. Ending the tenancy by court order
12. Vacating the property
13. The tenant's death
14. Introductory Tenants only
15. Solar PVs
16. Definitions/Glossary

Introduction

This is your Tenancy Agreement with us, Ipswich Borough Council.

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

We ask that you respect your neighbours by making sure that you do not annoy or harass them.

We will work with you to keep your estates clean, tackle anti-social behaviour and encourage you to take part, share your views and become involved in running your home.

We want you to enjoy living in your home. We will tell you at the start of your tenancy what you can expect from us and what we expect from you. This agreement set out your rights and responsibilities as well as ours.

You will receive a welcome pack and access to a comprehensive Tenants' Handbook for information which gives you useful advice on a range of topics relating to your tenancy (for example, how to pay your rent or how to report a repair).

You can find more detailed information about your tenancy on our website **www.ipswich.gov.uk** If you do not have access to the internet, contact us on **01473 432000**.

There is a list of definitions at the end of this Tenancy Agreement to help you understand it. However, if you have any questions about your tenancy or information in your Tenants' Handbook please do not hesitate to contact us.

The terms and conditions in this Agreement form a legally binding contract. It is important you read and understand them before you sign the Tenancy Agreement. If you need help you should ask a member of staff to explain them. You may wish to consider taking independent advice from the Citizens Advice Bureau or a legal advisor.

Interpretation

Throughout this agreement 'we' or 'us' means Ipswich Borough Council and 'you' means you as an individual sole tenant, any joint tenant, anyone residing with you and any visitors to your home.

Unless the contrary is stated or implied the rights and obligations set out in this Agreement are intended to replicate the rights and obligations established by statute, such as the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the Council a discretion.

1. General information

1.1 Secure periodic tenancy

A secure periodic tenancy is a weekly tenancy that continues until it is ended and which gives you and us rights as set out in the Housing Act 1985.

1.2 Introductory tenancy

An introductory tenancy is for a trial period during which the tenant has less security and fewer rights. The trial period normally lasts one year, but may be extended by 6 months. An introductory tenant will be given a leaflet that explains the differences between secure and introductory tenancies.

There are sections of this agreement that do not apply to Introductory Tenants. These will be highlighted for **secure tenants only**. There are also sections that are specific to introductory tenants only.

1.3 Demoted tenancy - Secure tenants only

A secure tenancy may be ended by a court order for some kinds of anti-social behaviour and replaced with a demoted tenancy. A demoted tenancy has less security and fewer rights.

1.4 Joint tenancy

Joint tenants are jointly and severally entitled to all the rights and to fulfil all the obligations set out in this agreement. Each joint tenant is responsible for paying the rent and for any debts relating to the tenancy. This applies even if one of the joint tenants is not occupying the property.

Joint tenancies are normally between two people. In exceptional cases they may be between three or four people. References in this agreement to joint tenants assume that there are only two. If there are more than two, references to both joint tenants should be read as references to all joint tenants.

1.5 Legal updates

Unless we say otherwise, any references to a specific statute includes any amendments to it and any subsequent statute or enactment that replaces or amends it. It also includes any regulations or orders that are made under the statute.

2. Communication

2.1 Tenants' Handbook

We recommend that you read the Tenants' Handbook alongside this Tenancy Agreement as it contains further explanations and examples. It also gives you up-to-date contact information.

This is available online at: **<https://www.ipswich.gov.uk/content/tenants-handbook>**

2.2 Methods of contact

We may need to contact you regarding your tenancy or services we provide or opportunities available to you. If you do not want us to communicate with you via email or text message, you will need to advise us in writing.

2.3 Giving us formal notice

If you want to contact us for anything that you need our permission in writing for, or to give us notice in writing, please write to:

Tenancy Services
Ipswich Borough Council
Grafton House,
15-17 Russell Road
Ipswich IP1 2DE

(These contact details may change from time to time if this happens we will inform you in writing)

2.4 Giving you formal notice

We will send you all letters and notices which relate to this tenancy by:

- delivering it by hand to you in person
- delivering it by hand to your home by posting it through the letterbox, leaving it at the property or by fixing it to any part of your home
- delivering it to your last known address (if this is different from the address on this Agreement by posting it through the letterbox, leaving it at the property or by fixing it to any part of the property) or
- sending it by Recorded Delivery or first class post to your home or your last known address or work address

2.5 Data Protection

The Data Protection Act 2018 gives you a number of legal rights.

For details of how we use and protect your personal information please visit

www.ipswich.gov.uk/privacy

3. Rent

3.1 Payment dates

You must pay the rent (see definitions at the end of this agreement) which may include other charges for the property. Your rent is due weekly every Monday in advance but you can pay in advance every two weeks or every month if you prefer by making an arrangement with us. There may be some 'rent-free' weeks when you do not have to pay rent - we will give you details of these 'rent free' weeks in writing. If you owe us rent you must continue to pay in these 'rent-free' weeks.

3.2 Other charges

The total rent you pay may include other charges for additional services. These are called service charges. If any of these charges apply they will be listed on the front page of this agreement, in the letter offering you the tenancy and in any further letters you receive about changes to your rent.

We may, increase, add to, reduce or vary the services we provide. This may include adding services where you have not previously paid a service charge at all.

3.3 Changes to the amount of rent you pay

Your rent may be increased or decreased from time to time. This is usually once a year. You will be told of any change in the amount of rent you must pay at least 28 days before the rent changes. This will include giving you the date from which you will have to pay the new rent.

3.4 Refunds

If we owe you any money we will set this off against any money you owe us for rent or other charges before we refund you any balance.

4. Repairs maintenance and safety of your home

4.1 **We have repairing obligations under s11 of the Landlord and Tenant Act 1985** which the following paragraphs are intended to summarise and not exceed.

4.1.1 We must maintain and repair

- the structure and outside of your home and communal areas (if applicable) this includes drains, gutters and external pipes. We will maintain communal entrance halls, stairways, lifts, passageways, rubbish chutes and other communal areas, and make sure they are safe for you, your family and any visitors to use. We will keep the lighting in communal areas in reasonable working order
- the installations of mains electricity, gas, water, drainage systems or any system connected with providing greener energy eg solar panels etc.
- any permanent heating and water installations we have provided
- kitchen and bathroom fittings we have provided

4.1.2 We will not be required to:

- carry out works or repairs for which you are liable by virtue of your duty to use the property in a tenant-like manner
- rebuild or reinstate the property in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident, or
- keep in repair or maintain anything which you are entitled to remove from the property

4.1.3 We will paint the outside of your home regularly where applicable. This is likely to be every seven years

4.1.4 We will complete repairs in a reasonable amount of time. This will depend on how urgent it is.

4.1.5 We will clear up any rubbish and debris that we create after carrying out a repair.

4.2. Gas servicing and electrical test inspections

4.2.1 As your Landlord we have a duty to check any gas fitting and the flues serving it in the property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. We will always give you reasonable written notice of any inspection and you are obliged to provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide reasonable access.

4.2.2 Gas fitting has the meaning given to it by the Gas Safety (Installation and Use) Regulations 1998 and any amendment or replacement of those regulations.

- 4.2.3 We also have a duty to carry out Periodic Test and Inspections of your electrical installation (IET Regulations 2008 and any amendment or replacement of those regulations) and require access to complete this work.
- 4.2.4 If you do not let us in for this work we could take legal action to seek a mandatory injunction, an abatement notice, and or possession of your home so that we can enter your home to carry out any necessary or associated works, and you may have to pay any associated costs.

4.3 Reporting repairs

You must immediately report to us any faults, repairs or damage to:

- the property, or
- anyone else's property that is causing damage to your home

4.4 Right to repair

In some cases you have a legal right to repair under the Housing Act 1985 section 96. You may be able to get compensation if certain repairs are not done on time. Please refer to the Right to Repair Scheme which is explained in more detail in your Tenants' Handbook.

4.5 Access to your home:

4.5.1 You must allow our employees, agents, and contractors access at reasonable times (subject to giving you reasonable notice) to conduct a gas safety inspection and or inspect the condition of, or to carry out repairs or improvements or other works to:

- the property
- the installations
- the garden
- the common areas or adjoining property

4.5.2 We will normally give you at least 24 hours' notice but more immediate access may be required in an emergency. In the event of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to the property. This could include but is not limited to:

- where gas is escaping
- water is overflowing, or
- we believe that someone's life or physical safety is threatened

4.6 Moving home

When you move into or leave your home it is your responsibility to inform all utility suppliers, eg gas, electric, telephone, television, internet providers as well as government departments for example Housing Benefits/Council Tax, if necessary.

4.7 Repair Responsibilities

- 4.7.1 You must keep, maintain and repair the parts of your home for which we are not responsible to a reasonable standard of repair, condition and cleanliness. The types of repair that are your responsibility include but are not limited to:
- decoration in your home
 - damage caused by condensation where it occurs as the result of not correctly using the permanent means of heating and/or ventilation provided by us. (Please refer to our Condensation leaflet)
 - glass replacement (caused by damage by the tenant, another resident or visitor)
 - replacement locks after keys have been lost or stolen
 - door locks and door furniture inside your home
 - toilet seats
 - sink and bath plugs
 - gas cookers, connections and other appliances you have fitted*
 - electric cookers, connections and other appliances you have fitted*
 - gas leaks on your own appliances
 - electrical trips caused by your appliances which are faulty or requiring fuses
 - fuses to appliances
 - maintaining, including replacing batteries, smoke detectors, carbon monoxide detectors and alarms fitted in your home so that they work properly
 - replacing lost, or damaged wheelie bins
 - keeping the property free from vermin, including ants' and wasps' nests, fleas, bugs, mice and rats
 - television, telephone and IT connections and aerials
 - keeping grates, grids, drains and gullies clean and clear if blocked by waste caused by you
 - replacing light bulbs and fluorescent light starters in your home
 - fencing
- 4.7.2 You are responsible for keeping, repairing and maintaining all improvements, appliances, fixtures, and fittings you install in your home to a reasonable standard, and you must maintain your own appliances safely.
- * You must ensure that these are connected by qualified engineers, and must be able to provide a certificate to prove this, if requested to do so.

- 4.7.3 If you do not keep to and fulfil your obligations in 4.7(a) and 4.7(b) above we may enter onto your property to carry out the work required to put it into a reasonable standard of repair condition or cleanliness and/or to put it back to how it was and charge the cost to you.

4.8 You must not:

- 4.8.1 You, anyone living with you, or visiting your home must not do any of the following (which is not an exhaustive list), and/or otherwise cause damage to, interfere or tamper with, create or cause a hazard to (such as fire or a gas leak), the structure or fabric of your home or any building in which it is situated, or installations, appliances or anything else that we have responsibility for under 4.1a and 4.2 above both in your home or in the communal areas:
- attach or use ceiling fans in rooms where there is also a gas fire fitted
 - paint boiler casings, electric storage heaters, gas fires, heaters or uPVC window frames or doors
 - interfere with any fire hoses, smoke alarms or any other fire safety equipment in any communal area
 - leave or wedge open communal entrance doors or other fire doors at any time
 - tamper with the gas or electricity supplies or with the meters
 - use or attempt to use the landlord's electricity or water supplies in communal areas
 - allow your garden to become untidy or overgrown. You must keep your home and garden in a manageable condition, clean and free of obstacles to reduce the risk of fire and allow us to get in to do repairs or make improvements
 - store any personal belongings to such an extent that we and or our contractors are unable to obtain access to the property or any part of it
 - store any personal or other objects in communal areas, for example garden, balcony or other external communal areas or obstruct communal areas, passageways, or entrances or store any possessions if they cause or are likely to cause an obstruction or hazard, including a fire hazard
 - store any personal items or goods in the property to such an extent that they cause or are like to cause a hazard, including a fire hazard
 - store any personal items or other goods in the loft of the property
 - **sheltered schemes only:** You must not replace any door locks as they are part of a set. If you do you may be charged for any additional work that becomes necessary

- you must not damage your property or put your neighbours in danger when installing temporary festive lights or decorations inside or outside your home. You should only put up lights or decorations for events like Christmas, Divali and so on, for as long as that particular festival lasts. Any lights or decorations you put up must meet British Safety Standards eg extra low voltage lighting (12 volt)

4.8.2 If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to remove it so we can carry out the work. For example, you may have to take up laminate flooring if we need to get under the floorboards, and you will be responsible for relaying the floor after we have carried out any work.

4.8.3 Contents insurance

Should your property suffer for example from a fire or flood, the repair of the structure, exterior and fabric of your property is our responsibility as the landlord. We are also responsible for installations including the kitchen and bathroom where fitted by us. However as the tenant you are responsible for ensuring you have the appropriate level of contents insurance for your own personal possessions, belongings and decorations should any accident occur. You would therefore be responsible for replacing any household items such as furniture, including carpets and fixtures and fittings that you have installed or personal items or effects owned by you.

5. Improvements and Alterations

5.1 Improvements to your home by us:

From time to time we carry out improvements for the long-term benefit of our properties. We will discuss these with you, as and when the situation arises. We may insist that improvements are carried out for example when they are part of a phased programme of works for the overall benefit of the neighbourhood. You must allow us to do works where we insist. (see 4.5)

5.2 Improvements to your home by you: Secure Tenancies only

5.2.1 As a secure tenant you have a right to make certain improvements to your home but only with our advance written permission. To seek written permission you must complete an application form which is available upon request. Examples of changes that need our permission are, but are not limited to:

- floor surfaces other than carpet
 - central heating
 - fitting a shower or gas fire
 - putting up a satellite receiver dish or aerial
 - putting up a shed, porch, fence, conservatory, greenhouse, shed, patio, decking, aviary, pigeon loft, fishpond, pool or similar structure in your garden
 - building a parking space, garage, hard standing or driveway
- For more information please refer to the Tenants' Handbook.

5.2.2 You may also need other permission for example planning or building regulation consents and you are responsible for obtaining these. You must not make any alteration to the property which is in breach of any planning or building control regulation.

5.2.3 Any permission given by us under this agreement is in our capacity as landlord only and is not to be deemed as permission from any other Council department or in respect of any other Council function. We will give you a written decision. The letter will explain the conditions that apply to the type of work you are planning to carry out.

We will not refuse permission unless there is a good reason.

5.2.4 You must not carry out improvements to your home without our prior written consent.

5.2.5 If you do carry out improvements or changes to your property or add any fixtures or fittings without our permission, or are in breach of any planning or building control regulation, we may require you to:

- put back the property to its original condition and you will be responsible for arranging and paying for that: or
- we may enter your property to carry out work to reinstate, and/or rectify any damage that may have been caused to the property or the building in which it stands, or adjacent property and you agree that you will pay the costs to us of us carrying out those works.

5.3 Right to compensation for improvements - Secure tenancies only

When your tenancy comes to an end you may be entitled to compensation for improvements you have carried out to your property. To ensure that you comply with the requirements to be eligible to claim compensation, please refer to your Tenants' Handbook for further details of the Right to Compensation.

5.4 No Right to carry out Improvements: Introductory Tenants Only

If you are an introductory tenant you must not carry out any alterations or improvements to your home or property.

6. Anti-social behaviour

6.1 Your Responsibilities

You are responsible for the behaviour of every person (including children) living in or visiting your home and for their actions in your home and garden, surrounding land, in shared gardens, parking areas, in communal areas (stairs, lifts, landings, entrance halls, pathways) and in the locality around your home.

6.2 General: nuisance, annoyance or disturbance

You or anyone living with you, or visiting your home must not cause a nuisance, annoyance or disturbance to any other person in your home or garden, on surrounding land, in communal areas or in the locality around your home including your neighbours. Examples of nuisance, annoyance or disturbance can include but are not limited to:

- arguing, shouting or swearing
- slamming doors
- dogs barking or fouling
- drunken behaviour
- dumping rubbish
- making false or malicious complaints about the behaviour of any other person
- use of your home for immoral or illegal purposes or to commit indictable offences in the neighbourhood
- damaging, defacing or putting graffiti on Council property
- jamming doors open in communal blocks or interfering with security or safety equipment
- parking a vehicle anywhere on your property except on a driveway, hard standing or paved area intended for parking
- parking a caravan or motor home on your property without our prior written consent
- carrying out major vehicle repairs or parking an illegal or unroadworthy vehicle on your property without our prior written consent
- leaving refuse outside your property on any other day than the day of collection
- solvent abuse

6.3 Loud music and noise

You must not create unreasonable noise or play loud music in the property or communal areas that will cause or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality. Examples of this can include but are not limited to:

- amplified music or noise
- musical instruments
- noisy DIY for prolonged periods or at unreasonable times

6.4 Floor coverings

Where your property is situated above another flat we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering. We will not give permission to fit this type of floor covering in these circumstances.

We may, where there is a proven nuisance being caused by noise being transmitted through the floor, require you to install a floor covering that will suppress this noise. eg carpet, underlay.

6.5 Harassment and abuse

Not to harass, abuse, threaten to harass, on the grounds of race, colour, religion, sex, sexual orientation, disability or any other reason that may interfere with the peace and comfort of, or cause offence to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any tenant, agent, employee, Councillor or contractor of ours whether in the neighbourhood or elsewhere (eg at our offices). Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.

Examples of harassment include but are not limited to: behaviour causing alarm or distress to others; failing to control a dog; language causing alarm or distress; using or threatening to use violence; using insulting or abusive words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening abusive or insulting letters or graffiti.

6.6 Drugs and drug dealing

You or anyone living with you, including children and your visitors, must not use the property or the neighbourhood to make, consume, supply or store any drug (unless there is a lawful prescribed medical use for the drug by the relevant person) or to cultivate, manufacture, supply or sell any drug.

6.7 Violence and abuse in the home

You must not assault, threaten or harass any person living with you or to sexually, financially or emotionally abuse them such that the person can no longer live peacefully in the property.

In the case of such violence or abuse perpetrated by one joint tenant against the other, we may enforce this agreement to prevent the perpetrator remaining in sole occupation of the home.

6.8 Gang membership

You or anyone living with you must not become a member of a gang or allow a member of a gang to visit the property.

When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is a 'group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern'. The Association of Chief Police Officers say that 'significant' harm can have one or more of the following characteristics: significant profit or loss; significant impact upon community safety; serious violence; corruption; exercise of control"

6.9 Flags

We may require you to remove any flags that are flying or that have been placed in or on your property which are visible and which cause offence, or about which we have received complaints.

6.10 Hoarding

You or anyone living in the property will not hoard items, animals or any other thing at the property. By hoarding this means the excessive collection and retention of any materials or items in the property which could create a hazard, or a potential hazard to the tenant, other people (including officers of the Council) or to neighbouring properties.

7. Using your home

7.1 Your responsibilities

- 7.1.1 You must use the property as your only or principal home.
- 7.1.2 You must allow your neighbours reasonable access if they need it in order to maintain their home or, for example, to clean their windows.
- 7.1.3 If you live in a flat or maisonette, the residents are jointly responsible for cleaning the communal entrance, halls, stairways, landings and corridor windows.
- 7.1.4 You must keep and maintain all communal areas and land clean, clear and safe so as to avoid hazards to other occupiers or lawful visitors or to means of escape. For example, you should not lay loose floor coverings, or store items such as bikes, prams, push chairs, disability aids, general rubbish, items of furniture etc. in these areas.

7.2 Tenant absences

You must not leave the property for more than a single period of 21 days without informing us in advance in writing with details of how we can gain access to the property during the period of absence. You must also tell us in writing when you anticipate returning to the property and the reason for your absence. If you do not inform us, we may treat you as having parted with possession of the property and take action to repossess it.

7.3 Vehicles

- 7.3.1 You must not park any vehicle anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover.
- 7.3.2 You must not park any vehicle, trailer, boat or caravan on Council land or grass without permission. Items will be removed and disposed of and the tenant will be charged for removal and disposal costs that are incurred.
- 7.3.3 You must not receive payment for repairing any vehicle at, or within the curtilage of your home.
- 7.3.4 You must not park any vehicle that is illegal, untaxed, or is not roadworthy at the property or on any land belonging to us or other privately owned land in the vicinity eg highways.
- 7.3.5 You must not keep motorised vehicles inside the dwelling or in the communal areas without our permission.
- 7.3.6 You must not park vehicles in a way that causes an obstruction to other road users, including emergency services vehicles.

- 7.3.7 You must not do major repairs to any car, motorcycle or other vehicle on the property, communal parking areas or on the road.

7.4 Gardens and trees

- 7.4.1 You must keep your garden tidy, lawns must be cut, hedges trimmed and the garden kept free of rubbish.
- 7.4.2 Trees must be maintained to prevent loss of light, damage to property or growing to a height which is unmanageable.
- 7.4.3 The maintenance of gardens, trees and hedges are the responsibility of the tenant. Any works undertaken to trees should be carried out by a suitably qualified person such as a tree surgeon. We will only undertake works to the garden, trees and hedges in exceptional circumstances eg health and safety risk, damage or the potential risk of damage to property. In such circumstances you may be charged the cost of the works including VAT and an administration charge.
- 7.4.4 You must keep your garden and surrounding area free from rubbish, furniture or domestic or commercial appliances. We will remove any such items and charge you for doing this. You will be given a minimum of 7 days' notice that we will be removing the items.

7.5. Animals and pets

- 7.5.1 You must obtain our written permission before keeping any animal, bird or reptile at the property. The granting or refusal of permission is within our discretion and if granted, may be subject to conditions.
- 7.5.2 You must not allow your animal, bird or reptile either to cause a nuisance, annoyance or disturbance or to damage the property.
- 7.5.3 You must not mistreat your animal, bird or reptile.
- 7.5.4 Permission will not normally be given to keep a dog (other than a guide or hearing dog) if the property is a flat or maisonette without the sole use of, and direct access to, a garden.
- 7.5.5 You must not keep a dog or cat in a sheltered scheme property unless you have exclusive use of a garden and your own front door onto the street. Permission may still be granted if there is a need for a guide or hearing dog, and you don't have your own front door.
- 7.5.6 There are some sheltered schemes where permission for pets will not be granted.
- 7.5.7 You must obtain our permission if you wish to breed animals at the property.

- 7.5.8 You must not allow your pets to foul in the communal areas of the property or on roads or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically from your garden and any communal areas.
- 7.5.9 You must not allow your dog(s) to cause injury to any person, animal or pet.
- 7.5.10 If you are in breach of any the clauses in accordance to the keeping of animals or pets we may ask you to permanently remove from the home, any animal or pet. We will give reasonable notice to you giving our reasons for the withdrawal of permission.

7.6. Working from home

You must not use your home to run a business, unless we give you written permission. We will not refuse permission unless we feel that the business is likely to cause a nuisance or annoy other people, or damage the property. Examples of businesses we would not allow include:

- 7.6.1 repairing and maintaining cars
- 7.6.2 selling cars, or
- 7.6.3 using the property or communal areas as a place to buy, sell or store scrap metals, or other goods.

7.7. Subletting and tenancy fraud

- 7.7.1 A secure tenant (but not an introductory tenant):
 - 7.7.1.1 may allow any persons to reside as lodgers in the premises, but
 - 7.7.1.2 may not, without our written consent, sublet or part with possession of part of the premises.
- 7.7.2 Consent to sublet part of the premises will not be unreasonably withheld and will, for example, take into account whether:
 - 7.7.2.1 it would lead to the premises being overcrowding within the meaning of part X of the Housing Act 1985; and
 - 7.7.2.2 we propose to carry out works to your home, or the building of which it forms part, and that the proposed works will affect the accommodation likely to be used by the sub-tenant who would reside in your home as a result of the consent.
- 7.7.3 You must not part with the possession of the property or sublet the whole of it. If this happens then the tenancy will cease to be a secure tenancy and cannot subsequently become a secure tenancy.

- 7.7.4 You must not carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling us the truth about your circumstances which induced us to grant you the tenancy and, housing benefit and council tax fraud.
- 7.7.5 If you are an introductory tenant and you want someone to stay, who wasn't a member of your household when you moved in you must get our written permission first. We will not refuse permission without good reason.

7.8. Changed circumstances

- 7.8.1 During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home, save that if you inherit a residential property you may own it for no more than 12 months before being in breach of this condition. You must inform us promptly in writing if you own a residential property or have another residential lease or tenancy.
- 7.8.2 In deciding whether you have broken this tenancy condition, we will consider whether the other property:
- 7.8.2.1 is fit to live in
 - 7.8.2.2 has been acquired for and is suitable for use only as a holiday home
 - 7.8.2.3 is unsuitable for you and your household to live in after considering, for example, the size of the other property, your income and employment and any disabilities or medical problems you have
 - 7.8.2.4 could reasonably be sold.

8. Tenant involvement and support

8.1. Our responsibilities

- 8.1.1 We must ask your views about any of our housing plans if they substantially affect you. For example we will consult you about modernisation or improvement work planned for your home or your area. We will involve you or your local tenant group in local housing issues.
- 8.1.2 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.
- 8.1.3 We must send you information every year about our work and performance. This will tell you how the service is paid for and how your money is spent.
- 8.1.4 We must deal with your complaints efficiently and effectively (as set out in our current policy)

8.2. Tenancy support

- 8.2.1 If we consider, after consulting you, that either you or someone in your household needs support we will tell you in writing. If we do this, you must take reasonable steps to ensure that support is accepted and must co-operate and behave reasonably towards the people providing the support.

Note. Support means assistance usually from us or an external support agency to help you to comply with your obligations under the tenancy. Examples: drugs or alcohol addiction and debt problems

9. Assignment, succession and changes to the tenancy

9.1 Assignment

- 9.1.1 In some special situations you can pass on your tenancy to someone else by assigning the tenancy. This is only possible by:
- 9.1.1.1 an exchange under s92 of the Housing Act 1985 (which requires our written consent).
 - 9.1.1.2 a court order, which can only be made in limited circumstances, such as in connection with matrimonial proceedings, or
 - 9.1.1.3 an assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.
- 9.1.2. You must notify us promptly in writing of an assignment.
- 9.1.3. The above rights apply only to secure tenants as different rights apply to introductory tenants (as explained in the Tenants' Handbook).

9.2 Succession - Secure periodic tenants (including those let on an introductory tenancy) whose tenancy started before 1st April 2012

- 9.2.1 A person is qualified to succeed the tenant under a secure tenancy of a property if he occupies the property as his only or principal home at the time of the tenant's death and either:
- 9.2.1.1 he is the tenant's spouse or civil partner, or
 - 9.2.1.2 he is another member of the tenant's family (as defined below) and has resided with the tenant throughout the period of twelve months ending with the tenant's death;
- unless, in either case, the tenant was himself a successor, as defined in section 88 of the Housing Act 1985.
- 9.2.2 A person is a member of another's family if:
- 9.2.2.1 he is the spouse or civil partner of that person, or he and that person live together as husband and wife or as if they were civil partners, or
 - 9.2.2.2 he is the person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

9.3. Succession – Secure periodic tenants (including those let on an introductory tenancy) whose tenancy started on or after 1st April 2012

9.3.1 **Statutory succession** Section 160 of the Localism Act 2011 inserts a new section 86A into the Housing Act 1985 which states that statutory succession only applies to the spouse, partner or civil partner of the deceased tenant who was living in the property as their only or principal home at the time of the tenant's death. The statutory right of succession of other members of the family has been removed.

9.3.2 **Contractual succession** A person who is not a spouse, partner or civil partner of the tenant may have a contractual right to succeed if s/he:

9.3.2.1 is the son, daughter or sibling of the deceased tenant who resided with the tenant in the property throughout the period of twelve months ending with the tenant's death and providing the property was the person's only or principal home throughout this period, or

9.3.2.2 is responsible for the deceased tenant's dependents and cannot fulfil this role without residing in the property.

9.3.3 The above contractual right to succeed will only be granted:

9.3.3.1 to one person (and if there is more than one person qualified to succeed that person shall be agreed between the qualified persons or, in the absence of agreement, shall be selected by us)

9.3.3.2 provided the deceased tenant was not himself a successor as defined by s88 of the Housing Act 1985,

9.3.3.3 provided the property is suitable for the person applying to succeed. It will not be suitable if, for example, it is too large or extensive.

10. Ending the tenancy with a notice to Quit

10.1 By you

- 10.1.1 You must complete and sign a 'notice to quit' (we have a form for this purpose) it does not end the tenancy immediately. The tenancy will only end after four clear weeks (in other words, at the end of the four week period starting on the Monday after we receive your notice).
- 10.1.2 During the notice period you must allow us access to carry out an inspection of the property. You must allow access by appointment to prospective tenants and to our staff to view your home.
- 10.1.3 You must leave the property and our fixtures and fittings in the condition they were in at the start of the tenancy (except for deterioration due to normal wear and tear or because we have failed to carry out our repairing responsibilities).
 - 10.1.3.1 Failure to report repairs or suitably maintain your property will affect your right to move.
 - 10.1.3.2 Failure to undertake any repair identified at Pre-Termination Inspection that is deemed to be the tenant's responsibility will result in an automatic recharge to the tenant for any cost.
 - 10.1.3.3 All tenants' alterations require adoption by the Council or the property will need to be returned back to original condition before you moved in.

10.2. Joint tenants

- 10.2.1 If you have a joint periodic tenancy a notice to quit in writing is effective if signed by only one of the tenants. Tenants who wish to give notice to quit because of a relationship breakdown should take legal advice before doing so.
- 10.2.2 If one tenant ends the tenancy by giving us notice to quit we will not necessarily offer a sole tenancy to the remaining occupant. We will only do so if the property is suitable for the remaining occupants in accordance with the Allocations Policy, there would be sufficient priority to offer the tenancy and there have been no housing management problems such as serious or persistent rent arrears or anti- social behaviour.
- 10.2.3 We will also not offer a sole tenancy where the remaining occupant has been responsible for domestic violence against the other joint tenant or against another member of the household.

10.3. By us

- 10.3.1 If your tenancy has ceased to be secure then we may end it by serving a notice to quit. Your tenancy will cease to be secure if, for example, you:

- 10.3.1.1 cease to occupy the property as an only or principal home; or, where the tenancy is a joint tenancy, where all of the joint tenants cease to occupy the property as an only or principal home, or
- 10.3.1.2 part with the possession of the property or sublet the whole of it (or sublet first part of it and then the remainder).

11. Ending the tenancy by court order

- 11.1 We can end a secure or introductory tenancy by obtaining a court order and by then enforcing our right to possession.
- 11.2 Before we apply to the court for such an order we will normally give you a preliminary notice (sometimes called a notice of seeking possession or a notice of proceedings for possession). The notice will explain why we want to end your tenancy and what rights you have.

12. Vacating the property

- 12.1 At the end of the tenancy, you must clear your home, any outbuildings and the garden of all rubbish and unwanted items. If you do not, any items left shall be disposed of as soon as your notice period has expired. We will do this work and charge you for it this will include the cost of the works in addition to an administration charge and VAT.
- 12.2 If we find that repairs to the property are necessary and they are your responsibility, we will charge you for these as well.
- 12.3 When the tenancy ends you must remove any fixtures you have installed at the property and put back the property to the way it was before you installed them. If you do not, then we will do the work ourselves and we will charge you for any costs we incur in doing this.
- 12.4. You must not leave anyone else in your home when you move out.

13. The tenant's death

If you are the executor of a sole tenant who has died you must give us four weeks' notice to quit. You should be aware that any housing benefit that the tenant was entitled to ends from the date of death. Any arrears of rent which may be left at the end of the tenancy are charged to the deceased tenant's estate.

14. Introductory Tenants only

14.1 Possession

During the 12 month introductory tenancy we can serve a notice of proceedings for possession before applying to court for a possession order. There is a review process.

14.2 Extension of trial period

During the 12 month introductory tenancy we can serve a notice to extend the trial period under section 125A of the Housing Act 1996.

14.3 Access for tenancy review visits

During the introductory or trial period we will conduct property visits (normally 4) to ensure that the conditions of tenancy are being met. You are required to give us reasonable access to complete the inspection.

15. Solar PV's

15.1. General terms

- 15.1.1 We or the Provider acting on behalf of us may install a Solar Panel System at your Home and retain it there (the inverter is usually installed in your loft space which means that we or the Provider may need access to your loft space from time to time). You agree that we may grant the Provider an exclusive right for the Solar Panel System to occupy the parts of your Home where it will be installed or has been installed.
- 15.1.2 During the Feed In Tariff (FIT) Period, the Solar Panel System belongs to us or the Provider and is not part of your Home.
- 15.1.3 We or the Provider may connect the Solar Panel System into and use the existing electrical system within your Home for the installation and operation of the Solar Panel System.
- 15.1.4 The Provider is exclusively entitled to the benefit of the FIT and you shall provide such assistance as the Provider shall reasonably require (including entering into documentation) to ensure that the Provider is entitled to receive the FIT for the Solar Panel System during the FIT Period.
- 15.1.5 Any electricity generated by the Solar Panel System may be used by you and we will not charge you for that electricity.
- 15.1.6 Any electricity that you do not use will be exported to the national grid for the sole benefit of the Provider.
- 15.1.7 The part of the Solar Panel System known as the inverter may use a small amount of electricity from the electricity supply in your Home and you will not charge us or the Provider for that electricity.
- 15.1.8 We or the Provider may at any time alter the Solar Panel System or remove it from your Home either permanently or for a period of time.
- 15.1.9 Our obligations in the Tenancy to keep your Home in good condition and to repair and maintain the wiring does not include an obligation to keep in good condition; repair or maintain any Solar Panel System unless we are the Provider or the provider is acting on behalf of us.
- 15.1.10 In the event of the Solar Panel System or any part thereof failing and being uneconomic to repair or replace, the Solar Panel System can be left in-situ until such time as it is economic to repair or replace or the Solar Panel System is removed.

- 15.1.11 The amount of free electricity that the Solar Panel system may generate and which may be used by you may vary and neither we or the Provider are liable in any way to compensate you for any variation to the amount of free electricity that may be used by you whether as a result of:
- 15.1.12 Us or the Provider carrying out repairs, works or alterations to the Solar Panel System or removing it from your Home.
- 15.1.13 Us carrying out repairs, works or alterations to your Home
- 15.1.14 The weather, season or other factors beyond our control or the control of the Provider
- 15.1.15 The age of the Solar Panel System (solar panels may become less efficient with age)
- 15.1.16 The Solar Panel System or any part thereof failing and being uneconomic to repair or replace
- 15.1.17 Any other reason
- 15.1.18 In the event that you apply to exercise your right to buy your Home and you wish to continue to receive the electricity generated by the Solar Panel System the cost of purchasing your Home will take in to consideration the cost of the equipment and the length of time it has been installed. If you wish for it to be removed as a result of your right to buy, you may be charged reasonable costs to remove the equipment.

15.2 Our obligations

- 15.2.1 We will give written notification if a Solar Panel System is going to be installed on the roof of your Home.
- 15.2.2 We will give you reasonable notice if the Solar Panel System is going to be removed by us or by the Provider.
- 15.2.3 We will take reasonable steps to ensure that the Provider keeps the Solar Panel System in good repair and working order during the FIT Period.

15.3 Your obligations

- 15.3.1 You will allow us or the Provider (and our, or the Provider's employees or contractors acting on our, or the Provider's behalf) access at reasonable times and subject to reasonable notice to install, maintain, repair, replace or undertake other works to, or inspect the condition of the Solar Panel System and to take meter readings. This may involve putting up scaffolding to safely access the roof of your Home. You must ensure that access to the Solar Panel System is kept clear.

- 15.3.2 You will not cause any damage to or interfere with the Solar Panel System (including any cables serving the same) and pay us or the Provider any reasonable costs incurred by us or the Provider in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to your home.
- 15.3.3 You will make sure that no trees or vegetation at your Home grow to overshadow the Solar Panel System.
- 15.3.4 You will make sure that nothing is constructed or erected at your Home which overshadows the Solar Panel System.
- 15.3.5 You will give us written notification as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of your Home to which the Solar Panel System is attached or in which it is contained.
- 15.3.6 You agree to use the electricity generated by the Solar Panel System for personal domestic use only, not to store any electricity generated by the Solar Panel System in large storage batteries (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.
- 15.3.7 You agree that where your home has the benefit or will have the benefit of solar PV panels that your personal information held by us will be disclosed to the Provider (if that be a third party).
- 15.3.8 As the tenant you will:
 - 15.3.8.1 Maintain and ensure that there is at all times a maintained contract for the supply of electric to the property with an electricity supplier

Ensure that all payments to the electricity supplier are made on time and that in the case of pre- payment meters that it is kept in credit.

16. Definitions/Glossary

Acceptance of the agreement

Agreeing to act as required by the terms and conditions of the tenancy agreement.

Assignment

Transfer of a tenancy to someone else which can only be done under certain conditions.

Communal area

Parts of a building which all or a group of tenants can share or use eg halls, stairways, entrances, landings; and communal land that all or a group of tenants can share or use such as shared gardens and landscaped areas.

Demotion

Where a tenant may lose his or her secure status and some rights as a result of anti-social behaviour or unlawful use of the property. This can only happen through the landlord serving a notice on the tenant and gaining a Demotion Order through the courts.

Exchange

To swap tenancies with another person, who can be a tenant of the same or different landlord, under certain circumstances.

Eviction

When you are required to leave your home. We cannot evict you without a court order or the serving of a Notice to Quit if you have abandoned your property.

Fixtures & Fittings

All appliances and furnishings within a property, including those for supplying or using gas and water but excluding movable furniture.

Grounds for Possession

Reasons why a landlord may apply to a court to take possession of a property from a tenant.

Harassment

Actions which are harmful to other people and which may breach the terms of the tenancy agreement, such as violence or threats of violence.

Home/property

Property that you live in under the terms of the tenancy, including any garden that is attached to the property but not communal areas

Housing related support

Services provided to tenants to help them to maintain their tenancy.

Improvement

Any alteration or addition to your home apart from internal decoration.

Introductory tenancy

Tenancy alternatively known as a starter or probationary tenancy that is designed to give us the opportunity to see if you are a good tenant.

Lodger

Person whom you allow to live in part of your home whether they pay you for this or not.

Neighbours

Everyone living in the local area, including people who own their homes, council, housing association and private rented tenants.

Notice Seeking Possession

Legal document which can be served on any tenant at the start of legal proceedings to end the tenancy.

Notice to Quit

Legal document which can be served on a tenant to end the tenancy.

Registered social housing provider

Landlord such as a housing association or council which provides housing for rent to people under Government rules.

Relative

Your parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives, adopted children and in-laws.

Rent

Basic rent and other charges including service charges as notified by us to you at the beginning of your tenancy.

Right to Repair

Tenant's right to have certain repairs carried out within set timescales.

Security of tenure

Tenant's right to live in the property.

Secure tenant

As a secure tenant you have the right to stay in your home unless a court grants an 'order for possession' of the property.

Service charge

Amount charged to tenants in addition to the basic rent to cover the costs of other services provided

Spouse

Your husband or wife or someone living with you as husband or wife, regardless of gender.

Sublet

To allow someone to live with you who was not part of your household when you first moved in. They must pay you rent and have the right to live in part of your home. They will usually do their own cooking and cleaning.

Succession

If you die, another member of your household can sometimes take over your tenancy. Only certain people have the right to do this.

Successor

Someone who has taken on the tenancy of someone else under the rules for succession.

Vehicle

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

We, Us, Our

Ipswich Borough Council (the landlord).

Written permission

Letter from us giving you permission to do certain things.

You

Means you as an individual sole tenant, any joint tenant, anyone residing with you and any visitors to your home

YOU ONLY NEED TO KNOW WHAT THE FOLLOWING MEAN IF YOU HAVE SOLAR PV PANELS FITTED TO YOUR ROOF.

Central FIT Register

Register kept and maintained by OFGEM (see below)

Feed in Tariff (FIT)

Money paid by energy companies, the Government or any other buyer for the electricity generated from the Solar Panel System, exported to the grid or sold to any other buyer. This also includes any other benefits that arise from the generation of electricity by the Solar Panel System including, CO2 savings

FIT Period

Period of 25 years from the date that the Solar Panel System is installed at your home. It will be recognised under the MCS as satisfying the relevant equipment and installation standards and has been entered into the Central FIT Register of OFGEM

MCS

Micro-generator Certification Scheme or equivalent schemes accredited under EN45011.

OFGEM

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

The Provider

Us or any person appointed by us to install, maintain, operate, repair or replace the Solar Panel System.

Solar Panel System

Any solar panels, fixings and additional equipment including the cables, inverter meter and monitoring equipment installed in or on your home.

IPSWICH BOROUGH COUNCIL

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