



# tenancy agreement

## Equalities Statement

We believe that everyone who approaches us is important and will be treated equally as a valued customer. We understand that people are different and pledge that we will:

- treat you fairly and as an individual regardless of your ethnic origin, religion, geographic location, special needs, language different, learning difficulties
- do everything we can to meet your individual needs;
- do everything in our power to ensure that discrimination of any kind does not take place in our neighbourhoods and encourage you to report and accident to us immediately;
- ensure that our offices have access for wheelchair users;
- ensure that our employees and contractors do not discriminate unfairly between our customers;
- use plain English in our letters and leaflets;
- provide an interpreter for any customers who have difficulties speaking English
- monitor the number of people on the housing register from different ethnic backgrounds and the length of time they spend on the waiting list to make sure that all groups are treated fairly;
- not tolerate racial harassment or harassment of any kind;
- fully investigate any incident of racial harassment or harassment of any kind and take appropriate action against the perpetrators;
- offer assistance, including the chance to move home, to anyone who is the victim of harassment;
- provide information in other formats, such as Braille, on audiotape, in large print or other languages on request. A signer can be arranged for the hard of hearing;
- ensure that a qualified BSL interpreter / communicator can be arranged for the deaf or hearing impaired if required;
- liaise with the DDCREC on any racial incident and work together on best practice regarding community cohesion.

To access any of these services, or to get a copy of this document in another format or language you can phone the Access and Customer Care Team on 01388 761946.

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### **Important Note**

This Tenancy Agreement and Conditions comes into force from 1st April 2002

This Agreement replaces any previous Introductory or Secure Tenancy Agreements or Conditions issued on, before, or up to 1st April 2002

# 1. Definitions

## Emergency services

The police, the fire brigade and the ambulance services.

## Exchange

To swap tenancies with another person.

## Fixtures and Fittings

All of the Council's appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

## Flat

A home which forms part of a building.

## Garden

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

## Improvement

Any changes to your property other than decoration.

## Introductory tenancy

An introductory tenancy lasts for 12 months normally.

If you break the tenancy conditions, we can end the tenancy before you become a secure tenant (see secure tenant).

## Lawful duties

A person employed by the Police, Social Services, Education, Probation, Youth Offending Team etc.

## Local area

The whole of the estate the property is on including privately owned or housing association properties or businesses and all other council estate in the area.

## Lodger

A person who normally pays you rent to let them live in the property.

## Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, people who rent from private landlords and housing associations, and local businesses.

## Partner

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

## Property

The property you live in, including any garden, outbuildings but not including any shared areas.

## Rent

Your rent includes charges for water rates, sewerage, services e.g. concessionary TV licences, wardens and other goods and services where provided.

## Relative

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.

## Secure tenant

By law, secure tenants have the right to stay in a property provided they keep to the tenancy conditions. We cannot remove a secure tenant from a property unless a court grants an 'Order of Possession'.

## Shared areas

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

## Sublet

Giving another person the right to live in part of the property.

## Vehicle

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

## Visitor

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

## We, us, our

Durham County Council

## Written permission

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

## You

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

## 2. Tenancy Agreement

a) By signing this agreement you are entering into a legal contract with us. If there is anything you do not understand, you should contact your Local Council Office or get advice from a Housing Advice Centre, a Law Centre, Citizen's Advice Bureau, or Solicitor.

b) By entering into this contract you now have certain rights and responsibilities. Your responsibilities apply to you, your friends and relatives and any other person living in or visiting your home, including children. Your council tenant neighbours have exactly the same rights and responsibilities as you.

c) This agreement is about two kinds of tenancy, introductory tenancies and secure tenancies. It tells you which parts apply to each type of tenancy.

d) Your contract is

an introductory tenancy agreement

a secure tenancy agreement  
(please tick as appropriate)

e) This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply –

\* You break any of the conditions in this agreement. If you do, we will take legal action to make you meet the conditions, or we will ask the court for permission to evict you.

\* We built or adapted the property for a physically disabled person, and:  
- You do not need that type of home;  
and  
- We need the property for someone else with special needs.

\* We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.

\* You find another home and stop using the property as your main home.

\* There is any other reason under the Housing Act 1985, the Housing Act 1996, or any other law relevant to the use of the property.

f) We can also possess the property if you have given false information to get the tenancy.

g) You must tell your Local Council Office if you will be away from the property for more than four weeks. We will then know that you have not abandoned the property. If your job means that you are often away from the property, or you are away for long periods of time, you should discuss this with your Local Housing Office.

h) The people who can live at the property with you are those you told us about when you applied for the property. Before anyone comes to live with you for more than four weeks, you must get our written permission. We may refuse to let them stay at the property, We may also repossess the property if that person behaves antisocially.

## Tenancy Agreement cont....

### Notes

*We can also repossess the property if someone has given us false information on your behalf to get the tenancy.*

*We will refuse you permission to let people stay with you in the property if we think they may break conditions in this agreement or we have already evicted your guest from a property because of their behaviour. We will give our reasons to you in writing.*

### Introductory tenants only

**i)** Unless you are transferring from a secure tenancy or certain other types of tenancy, you will start your tenancy as an 'introductory tenant'.

**j)** Your introductory tenancy will normally last for one year. If you do not break any of the tenancy conditions during this time, you will automatically become a 'secure tenant'.

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

**l)** By law, during your introductory tenancy, you do not have the same rights as a 'secure tenant'. You cannot do the following

- \* Apply for the right to buy your home.
- \* Vote for a change to a new landlord.

**m)** In certain circumstances we may let you do the following -

- \* Take in a lodger.
- \* Transfer your home.
- \* Sublet your home.
- \* Make a structural change to the property.
- \* Exchange your home with someone else.

You must first get our written permission. Please ask your Local Council Office for more information.

### 3. Our responsibilities

- a) We will keep the structure of your home in good repair.
- b) We will keep all fixtures and fittings for water, gas and electricity in good repair and working order. This includes regular servicing of gas central heating systems and heating systems fuelled by coal or oil.
- c) We will decorate the outside of your home and any shared parts.
- d) We will carry out repairs which we are responsible for, such as repairing or replacing fixtures and fittings we own.
- e) We will give you help and advice if you tell us you are the victim or anti-social behaviour (please see page 7)
- f) If you apply to buy your home we will normally only do the essential repairs as required by law.
- g) We will give you advice to help you get support in your home if you tell us. Ask at your Local Council Office.

#### Notes

*If we do not meet our responsibilities in this tenancy agreement, you can do the following –*

- \* Speak to your Local Council Office.*
- \* Use our complaints procedure. You can get details from your Local Council office.*
- \* Speak to your Local Councillor.*
- \* Write to the local Government Ombudsman. You can get details from – Beverley House 17 Shipton Road York YO30 5FZ.*
- \* Take us to court. You should get advice from the Housing Advice Centre, the Law Centre, Citizens' Advice Bureau or Solicitor.*

*In certain circumstances, if we do not carry out repairs within a reasonable time, another contractor may be asked to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact your Local Council Office, a Housing Advice Centre, the Law Centre, Citizens' Advice Bureau or Solicitor for more information concerning the right to repair.*

## 4. Your rights

**a)** This agreement gives you the right to live in the property.

**b)** You can live in the property without interference from us as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy.

### Secure tenants only

**c)** You have the right to take in a lodger provided this does not cause your home to become statutorily overcrowded. If you intend to take in a lodger you should contact us for advice.

**d)** You have the right to sublet part of your home, but you must get our written permission first.

**e)** You have the right to exchange your home with another council tenant, a housing association tenant or a council tenant from another council. You must get our written permission first and we may refuse an exchange if you or the person you want to exchange with do not meet certain conditions.

**f)** In certain circumstances you have the right to buy your home. To be eligible to buy your home you must have held either a Council or Housing Association tenancy for a total of at least five years (the 5-year period does not need to be continuous). Please ask your Local Housing Office for more information.

### Notes

*You have the right to see any of the details you have given to us in connection with your application for a tenancy or a transfer. We may charge you for copies of these details.*

*You have the right to see our policies on housing, rehousing and exchanging properties. You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with service or facilities for council tenants.*

*When you die your tenancy may pass to your husband or wife if they lived with you in the property at the time of your death. This is called 'succession'. If you do not have a husband or wife, or if you do not want your tenancy to pass to them it can pass to a relative, if they had been living with you continuously for the twelve months before your death. (Relatives include parents, children, grandparents, grandchildren, brothers, sisters, aunts, uncles, nephews, nieces, step relatives and adopted children).*

*A partner does not have a legal right to succeed, however, we will respond to any request from partners sympathetically. By law, a second succession is not possible, but in certain circumstances, for example, sons, or daughters or other close relatives who have always lived with you, we may pass the tenancy to a relative. Ask your Local Council Office for more information.*

*If your tenancy passes to a relative when you die, and the property is larger than your relative needs, or of a certain type, we may move them to other suitable property. If the property passes to your partner when you die, we will not try to move them out if they want to stay in the property.*

## 5. Rent

- a) You must pay the rent and all other charges for the property on time (for example, service charges and charges for other services).
- b) You must pay your rent every week. We allow you to pay every two weeks, or at any other interval that we agree to in writing. You can pay by standing order or direct debit if you prefer. Payments that are not made weekly should be made in advance.
- c) If you are a joint tenant, you are both responsible for all the rent and all other charges for the property when they are due. You are also responsible for all rent that is owed from the past. If you become a sole tenant, you will still be responsible, even after the other tenants have left the property.
- d) We may change your rent at any time. We will tell you of the change in rent at least four weeks before the change. We will still change your rent even if you do not receive this notice.
- e) If we pay you Housing Benefit, you must tell us immediately of any changes which may affect your entitlement to Housing Benefit.
- f) When your tenancy ends you must pay immediately any rent, charges or costs which you owe.
- g) If you do not pay your rent, we may go to court and ask you to be evicted from the property. You may pay what it costs the Council to take you to court.
- h) We may deduct any money you owe us from any money we owe you.

### Notes

*If you have difficulty paying your rent, please contact your Local Housing Officer, Law Centre, Citizen's Advice Bureau or solicitor. You may be entitled to Housing Benefit or other benefits. It is best to contact us sooner rather than later if you are experiencing financial difficulty. We will do all we can to advise and help you.*

*Some tenants pay for extra services as part of their rent. Your Local Council Office will tell you if this applies to you.*

*You are responsible for filling in and sending us your Housing Benefit claim form. You must make sure it is accurate.*

*Your Housing benefit will not cover all your rent so you will need to make sure you pay water rates and any additional charges every week. Your local Housing Officer will advise you how much you need to pay.*

*You must tell us of any changes in your circumstances, for example, if someone moves into or out of your home. Changes in your circumstances may affect your entitlement to Housing Benefit.*

*If you are evicted because you do not pay your rent and other charges, we will not normally find you a new home until you have paid the money you owe.*

***You may lose your home if you do not pay your rent.***

## 6. Anti Social Behaviour

**The Council is committed to acting against and reducing anti social behaviour.**

- a) You, your friends and relatives and any other person living in or visiting the property or the estate (including children) must not do the following –
- \* Anything which causes or is likely to cause a nuisance to anyone in the local area.
  - \* Anything which interferes with the peace, comfort, or convenience of other people living in the local area.
  - \* Harass or threaten to harass or use, or threaten violence towards anyone in the local area because of his or her race, nationality, sexuality, sex, religion or disability, or for any other reason.
  - \* Harass or threaten to harass or use or threaten violence towards anyone in the local area.
  - \* Harass or threaten to harass or use or threaten violence towards our employees, contractors, councillors or anyone carrying out lawful duties in the local area.
  - \* Harass or threaten to harass or use or threaten violence towards anyone living in the property. Harassment includes, but is not limited to, violence or threats of violence; abusive or insulting words or behaviour; damage or threats of damage to property belonging to another person, including damage to any part of a person's home; motivating friends or relatives or any person living in or visiting the property, or the estate to harass any other person.
  - \* Use the property for any criminal, immoral or illegal purpose including supplying/conspiring to supply, using, manufacturing or cultivating any illegal drugs or storing or handling stolen goods.
  - \* Keep illegal or unlicensed firearms, ammunition or weapons within the property.
  - \* Be convicted of any serious criminal offence within the local area.
  - \* We may take legal action to evict you if you behave antisocially.
  - \* We will not find you a new home if you are evicted because of anti social behaviour.

### Notes

*Anti social behaviour includes, but is not limited to the following –*

- \* *Using or threatening to use violence.*
- \* *Racism*
- \* *Police being assaulted on Estates*
- \* *Playing music loudly or making other loud noise.*
- \* *Banging and slamming doors*
- \* *Damaging Property*
- \* *Drug and alcohol abuse including discarding needles in the local area*
- \* *Playing ball games close to properties*
- \* *Skateboarding and cycling on footpaths and balconies*
- \* *Riding motorcycles or quad bikes anywhere, other than the public highway*
- \* *Dumping rubbish*
- \* *Being drunk and disorderly in public*
- \* *Dogs barking*
- \* *Criminal activity in properties*
- \* *Spraying graffiti*
- \* *Domestic violence*
- \* *Throwing things out of windows*
- \* *Throwing things at people or buildings*
- \* *Prostitution*
- \* *Dealing in pornography*
- \* *Not keeping your pets under control*
- \* *Breaking shared security, for example allowing strangers to get into the building*
- \* *Not looking after your children properly*
- \* *Not looking after your garden.*

## 7. Using the property

We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not make other tenants' lives miserable. We ask that all tenants and their families are considerate towards their neighbours and help to create caring and happy communities. We will do all we can to promote harmony in all estates and to deal with any problems. We will act quickly against tenants who ignore this tenancy agreement. If you are the victim of anti social behaviour contact your local Housing Officer for advice.

You and any joint tenants are responsible for your behaviour and the behaviour of your children and anyone else living with or visiting you, while they are in your home (including shared areas such as landings, stairways, foyers, courtyards, gardens and parking areas and rented garage areas). The local area includes play areas, streets, shopping areas, community buildings and facilities and all other council estates in the area.

We may offer to mediate between people who have problems getting along with each other.

a) You, your friends and relatives or any other person living in or visiting the property (including children) must not use the property other than as a private home.

b) You must move into the property within 28 days of the start of the tenancy.

c) You must use the property as your only or principal home.

### Notes

*You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel the business is likely to cause a nuisance to other people, or damage the property. If after we have given our permission, the business causes a nuisance we will give you three months' notice that we will withdraw our permission.*

*We will not allow you to run the following businesses from your home:-*

*Car repair and maintenance business*

*Printing businesses*

*Any business where you would have to use noisy equipment such as hydraulic equipment, industrial sewing machines or controlled substances such as chemicals.*

*Any business where the customers would have to visit the property.*

*Any business that would mean more than your own personal vehicle being parked outside the property for example, a taxi or vehicle hire company.*

## 8. Repairs

- a) You are responsible for arranging the repair, renewal or replacement of any items which are damaged by you, your friends and relatives, or any other person living in or visiting the property including children.
- b) You are also responsible for repairing, renewing or replacing a number of items in your home.
- c) You are responsible for plumbing in your washing machine and for repairing any extra pipework.
- d) You are responsible for decorating the inside of the property. You must keep the inside of the property reasonably decorated at all times. We will not allow you to put artex or similar on your walls.
- e) You must not make any structural changes to the property without written permission. If we refuse permission, we will give you our reason in writing. If we give our permission, we may set certain conditions, if you do not meet the conditions, we will take away our permission.
- f) You must not decorate the outside of your property unless you have our written permission before you do this.
- g) All gas and electrical work done at the property must be carried out by a qualified and competent contractor.
- h) All other work must be carried out to a competent and efficient standard. If you do not meet the required standard we will ask you to either carry out additional work or to reinstate the property back to its original state.
- i) You must report promptly any visible repairs that need carrying out to your property which we are responsible for.
- j) You are responsible for repairs which are necessary because you did not report another repair to us.
- k) You must allow our employees and contractors to enter the property at reasonable times to inspect it or carry out repairs.
- l) If there is a risk of damage to the property or to other properties, or of injury to people, we may give you 24 hours notice that we need to enter the property. We will charge you the cost of getting into your property if you try to prevent us from entering.
- m) You must not fit a CB aerial or a satellite dish at the property without our written permission.
- n) You, your friends and relatives and any other person living in or visiting the property (including children) must not damage, vandalise or remove any part of the property.
- o) You are responsible for repairing any damage to the property caused by neglect or the accidental or deliberate actions of you, your friends and relatives or any other person living in or visiting the property (including children).
- p) You may be responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property. Advice will be given to you when you ask us for permission to do the work. These could become our property when you move out. If you take them with you when you move, you must put the property back to the way it was before you improved it. If you don't we will charge you for the work.

### Notes

*For more information on repairs, and what you are responsible for, please contact your Local Council Office.*

*We will deal sympathetically with requests for repairs from elderly and disabled tenants.*

*If you have a burst pipe, put something under the leak to catch the water, turn off the water supply at the stopcock and contact your Local Housing Office.*

## 8. Repairs

### Notes continued.....

*If you smell gas you should contact the Gas Company immediately.*

*If we give our written permission for structural changes, you may still need to get planning permission and follow building regulations before the work is started. You are responsible for getting the necessary permission.*

*Structural work includes alterations to or removing walls, floors, ceilings, roof and water, electricity and gas services*

*A competent and qualified contractor is a CORGI registered gas engineer and a NICEIC approved electrical contractor.*

*We will carry out all reported repairs within a reasonable time period. When you report a repair, we will tell you when we will finish it. You will be given confirmation of this.*

*We will clean up after we have carried out a repair to your property. If you do not allow access for the purpose of servicing gas appliances we will enter your home, and charge you for getting in. We will do this to ensure your safety. We will give you 24 hours notice before this happens.*

*Always ask to see the identity card of anyone who calls at your home to carry out repairs and claims to work for us.*

*If you are not sure that they work for us, don't let them into your home.*

*You are responsible for insuring the contents of your home. We have arranged an insurance scheme with a major insurance company. The scheme is only available to council tenants. For more information, please speak to your Local Council Office. We are not responsible for loss or damage to your possessions.*

*Pipes are most likely to freeze and burst if the property is left empty or unheated for long periods during cold weather. Leaving your central heating on low, timed to come on for at least an hour, twice a day may prevent this from happening.*

*If you have frozen pipes, turn off the water supply at the stopcock and contact your Local Council Office.*

*We will, if possible give you advice on how to defrost your pipes safely.*

*We will not normally reglaze windows unless you can confirm that an act of vandalism or criminal damage has taken place. For further information ask your Local Council Office.*

## 9. Hygiene

a) You, your friends and relatives and any person living in or visiting the property (including children) must do the following:

- \* Keep the property free from infestation of vermin.
- \* Keep the property clean and tidy. If you don't we will charge you for any work we need to do because of this, such as removing rubbish.
- \* Keep all shared stairways, halls and landings clean. You must not leave any personal belongings or rubbish in these areas. We will remove anything you leave in these areas and charge you for the work.
- \* Keep the property free from bad smells.
- \* Keep all shared areas free from obstructions.
- \* Contact your Local Housing Office immediately if the drains of the property become blocked.
- \* You must not dump rubbish in your local area.
- \* You must not store rubbish in the property.

### Notes

*Contact the Council's Pest Control Service immediately if your home becomes infested with rats, mice or other pests.*

*There may be a charge for certain services e.g. removing bees and wasps nests. Ask at your Local Council Office.*

*If we move items, we will not be responsible for any loss you may suffer.*

*Bad smells do not include normal cooking smells.*

*We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, we will charge you for the work.*

## 10. Health and Safety

a) You, your friends and relatives and any other person living in or visiting the property (including children) must not do the following:

- \* Use portable paraffin in your home.
- \* Store inflammable materials, dangerous or otherwise noxious substances in your home or garden.
- \* Store any vehicles which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmers.
- \* Interfere with any equipment for detecting or putting out fires in the property.
- \* Do anything in the property which may cause a danger to anyone in the property or in the local area.
- \* Throw anything through the windows of the property or off balconies or roofs.
- \* Leave used syringes and other sharp items in areas where people in the local area may come into contact with them. Dispose of used syringes safely.
- \* Let anyone you don't know into the shared areas.
- \* Place anything on a window ledge or balcony or roof which could be a danger to anyone.
- \* Shake mats or carpets from the windows or balconies.
- \* Withhold information from the Police about any burglary or damage caused by a criminal act at the property.
- \* Delay telling your Local Council Office about the damage to the property.

### Notes

#### Fire Safety

*We advise you to replace the batteries in your smoke alarm when necessary.*

*If you discover a fire –  
Warn all the people in the building*

*\* Leave the building, closing all the doors behind you: and*

*\* Call the fire brigade  
Remember*

*\* Get out*

*\* Stay out*

*\* Call the fire brigade out*

*If you live in a multi-storey flat there is separate advice in the event of fire. You must follow this advice.*

#### Bogus Callers

*Always make sure you know who the callers are before you let them into your home.*

## 11. Animals

a) You, your friends and relatives and any other person living in or visiting the property (including children) must not do the following –

- \* Keep more than one dog and one cat if you live in a house or a bungalow.
- \* Keep an animal which we feel is unsuitable. If you are not sure whether an animal is suitable, please ask your Local Council Office.
- \* Keep a cat or a dog in a flat or maisonette with a shared entrance (unless it is a registered guide dog for a blind person or a registered hearing dog for a deaf person) except with our written permission.
- \* Breed any animals or birds at the property.
- \* Build a pigeon cove or aviary unless you have our written permission.
- \* Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our employees, contractors or Councillors.
- \* Allow your animals to foul in the shared 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.
- \* Keep livestock such as donkeys, goats, pigs, cattle, ducks, geese and chickens at the property, or on land owned by the Council unless you have written permission.
- \* Keep horses at the property, on any Council estate, or on land owned by the Council.

### Notes

*Shared entrances include entrances to first-floor walk up flats, maisonettes, multi-storey flats, first floor and shared-deck access flats. If your animal(s) cause a nuisance, we will ask you to remove it from the property.*

*You may ask us for written permission to keep more than one dog or cat, or other animal.*

*Unsuitable animals include the following, but is **not limited** to:-*

- \* *All wild animals*
- \* *All poisonous insects and spiders*
- \* *All poisonous snakes*
- \* *Snakes longer than half a metre*
- \* *All poisonous fish*
- \* *All large reptiles i.e larger than half a metre.*

*If we find horses on our land we will give 24 hours notice for them to be removed. If they are still there after 24 hours, they will be taken away.*

## 12. Gardens

- a) You must keep all garden areas neat and tidy.
- b) You must not put a greenhouse, garage or shed in your property without getting our written permission.
- c) You must not remove, alter, or replace any fence on the property without getting our written permission.
- d) You must not plant large types of trees.
- e) You must not allow any hedge to exceed 2 metres in height or overhang pavements, roads or your neighbour's gardens.
- f) You must not store rubbish, furniture or appliances in the garden area. If you do, we may remove the items and charge you for doing this. We will give you 24 hours notice that we will be removing the items.

### Notes

*If you cannot look after your garden ask your Local Council Office about what help you can get.*

*Even if we give our permission, you may still need to get planning permission and meet building regulations. We may withdraw our permission if the greenhouse, garage or shed causes a nuisance.*

*We will charge you if we have to reinstate any fencing or structure that you have altered without our written permission.*

*You can get further advice on the removal of bulky items of rubbish from your Local Council Office.*

*There **is** a charge for this service.*

## 13. Vehicles

a) You, your friends and relatives and any other person living in or visiting the property (including children) must not do the following –

- \* Park any vehicle anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb access, and there is a charge for this work.
- \* Build a parking space, garage or drive without our written permission.
- \* Park any motor home, wagon, caravan, boat or business vehicle over 1 ton in weight at the property or on any other land owned by the Council.
- \* Carry out major repairs to any vehicle at the property.
- \* Receive any type of payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
- \* Park any vehicle which is illegal or is not roadworthy on any land belonging to us. If you do, we may remove the vehicle. We will give you 24 hours notice.
- \* Keep motorbikes inside the dwelling or in the shared areas.
- \* Sell, rent or give away a parking space which we provide for you.
- \* Double park vehicles or park in a way which causes an obstruction to other road users, including the emergency service's vehicles.
- \* Allow anyone, other than your family, visitors and friends to park on the property.

### Notes

*If we give our permission to build a parking space, garage, dropped kerb or drive it must be built to standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.*

*We will not be responsible for damage to your vehicle if we have to remove it.*

## 14. Ending your tenancy

a) When you move out of the property you must do the following –

- \* Give us 4 weeks notice in writing that you want to leave the property.
- \* Give us all the keys to the property on the day you leave. If you do not give us all the keys to the property, we will charge you one week's full rent, and the cost of replacing the keys and locks of the property.
- \* Pay all rent and other charges up to the date of the end of your tenancy.
- \* Remove all your furniture and personal belongings from the property. We will dispose of any items you leave behind and may charge you for the work.
- \* Remove all rubbish from inside and outside the property.
- \* Remove any greenhouse, garage or shed you have put in the garden.
- \* Make sure all fittings and fixtures you have installed and which you are leaving in the property are in good working order.
- \* Replace or repair broken items which belong to us.
- \* Leave the property clean and tidy. We will charge you if we have to clean the property.
- \* Report all repairs that are needed at the property.
- \* Allow our employees and the contractors to enter the property at reasonable times to inspect it, before you leave.
- \* Give us your new address and telephone number.

### Notes

*If you leave your home without telling us, we will consider the property as 'abandoned' and we will automatically end your tenancy. We will also charge you 4 weeks full rent because you have not told us you were leaving.*

*You may not be entitled to another property with us.*

*We will charge you the cost of all repairs that are needed because you abandoned the property.*

*You must not leave anyone else in the property when you leave. You cannot 'transfer' your tenancy to someone else. If you do leave anyone in the property, we will try to evict him or her, as they will be living there illegally. We will charge you the cost of doing this.*

*If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt. You will not be able to have another home with us until you do.*

*If the tenancy ends because the tenant has died, 4 weeks notice is not needed. The tenancy can be ended on the Saturday following the death. The tenant's representative can extend the tenancy for a week at no charge to clear out furniture. After that a weekly charge will be made which is the same as the weekly rent.*

*If you are a joint tenant the whole tenancy will end if you or the other joint tenant ends the tenancy. We will then decide whether to create a new tenancy for the tenant who is left, or offer them another property. You will not have an automatic right to continue living in the property if a joint tenant has moved out.*

*You must tell us if you will be away from your home for more than four weeks.*

## 15. Written Permission

a) You must get our written permission before you do any of the following –

\* Let people stay at the property for more than four weeks who you did not tell us about on the housing application form.

\* Carry out alterations to the property.

\* Put a garage, greenhouse or shed in the garden.

\* Fit a CB aerial or satellite dish.

\* Build a parking space or drive.

\* Remove, alter or replace any walls, and fences.

\* Sublet any part of or whole of the property.

\* Exchange or transfer your home.

\* Keep unsuitable animals, more than one dog and one cat and livestock.

\* Build a pigeon cove or aviary.

\* Decorate the outside of your house.

\* Run a business from your home.

### Notes

*To apply for our written permission, please write to your Local Council Office.*

*Even if we give our written permission, you may still need planning permission and meet building regulations. We may withdraw our permission if a nuisance is caused.*

*Permissions are not only to safeguard the property, but also to make sure that any work done could not injure you or your family.*

## 16. Written notices

a) We will deliver all letters and notices to you by hand or by leaving them at or posting them to your last known address.

b) We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand.

c) You must send any notices to -  
Dale and Valley Homes  
Civic Centre  
Crook  
Co. Durham  
DL15 9ES

### Notes

*We will consider your last known address to be the property this agreement is for unless you tell us you have moved.*

**17. Tenancy Agreement**

**The Tenants**

**National Insurance Number**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>

The address of the property in this agreement is: \_\_\_\_\_

This weekly tenancy starts on: \_\_\_\_\_

It is an introductory tenancy until: \_\_\_\_\_

It is a secure tenancy  
*(please tick as appropriate)*

The number of sets of keys we will give you is:

**Your weekly rent is made up of the following charges:**

Rent	£ <input type="text"/>	Insurance	£ <input type="text"/>
Water rates	£ <input type="text"/>	<b>TOTAL RENT</b>	£ <input type="text"/>

**Please read this agreement and sign below.**

The information I gave in the housing application form was and still is true. I understand and agreed to the conditions of the tenancy agreement.

Tenant(s) Signatures

1	<input type="text"/>	Date	<input type="text"/>
2.	<input type="text"/>	Date	<input type="text"/>
3.	<input type="text"/>	Date	<input type="text"/>

**Council Officer's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_