



Homes & Neighbourhoods – Tenancy Agreement Review – Proposed Changes

Section Number & Topic	Clause	Proposed Clauses	Impact of Proposed Changes for Tenants
(1) Rent	<p>2. If it is a condition of the tenancy that you have to pay a service charge for the property; that service charge is part of the rent. This service charge will also be charged on a weekly basis.</p> <p>3. You must tell us if you expect any changes to the date when we receive your payment. This includes any changes to your Direct Debit, benefits, or being moved onto Universal Credit.</p>	<p>Proposed 2. You may need to pay for additional services provided. These are called Service Charges and will be an extra charge that you will need to pay with your rent. A breakdown of the charges will be provided on your tenancy agreement if this applies to your tenancy.</p> <p>The council has the right to introduce additional services, and we will tell you in writing what these are, and the cost of the Service Charge you will need to pay.</p> <p>The charges may be increased or decreased, and you will be given at least four weeks' notice in writing of any changes.</p> <p>Proposed 3. If you claim any benefits, including but not limited to housing benefit or council tax benefit you must notify Kirklees Council or if you claim universal credit or other benefits the Department of Work and Pensions immediately, if your circumstances change, as any change may affect your benefit entitlement. This includes any changes that have been made to any of your household members if they move in or move out. You must also notify Kirklees Council of these changes.</p>	<p>The effect of this proposed variation is that a tenant may pay more each week for service charges and this sum will be added to the rent to form a new weekly payment. The council can introduce new service charges at any point in the year provided that you a tenant is given at least one months' written notice of the proposed new weekly rental payment.</p> <p>A tenant will also be required to notify the benefit provider of any change in circumstance immediately as this may affect the money they receive.</p> <p>All tenants shall be responsible for compliance with the tenancy agreement</p>

Appendix 1

	<p>4. If you are joint tenants, you are both responsible for paying by direct debit all the rent and any arrears (rent you owe). If you have rent arrears, we can require any individual joint tenant to pay the money that is owed; we can also require any individual joint tenant to set up a direct debit to ensure that future rent payments are made on time.</p> <p>You are both responsible for ensuring that rent is paid by direct debit, even if one of you has left your home.</p> <p>5. Proposed New Term</p>	<p>Proposed 4. If you are joint tenants, you are responsible, individually and together for keeping all conditions of this agreement. This includes paying your rent.</p> <p>Proposed 5. You must not withhold rent for any reason or offset the cost of outstanding repairs which are our responsibility against your obligation to pay rent</p>	<p>failing which includes not withholding rent.</p> <p>See explanatory note: section 1 rent at the bottom of this proposed agreement – how we can help tenants.</p>
<p>(2) Repairs</p>			
	<p>1. We (the council) are responsible for repairing the structure and the outside of your home and also for any systems that supply water, gas and electricity within your home.</p>	<p>Proposed 1 (Incorporating 1&2) We (the council) are responsible for repairing the following:</p> <p>1.1 The structure and outside of the building, including shared parts, (roof, outside walls, external doors, windows, chimneys and chimney stacks, drains, gutters and outside pipes)</p> <p>1.2 Inside walls, skirting boards, doors, door frames, floors and ceilings</p> <p>1.3 Electric wiring, sockets, light fittings and gas and water pipes</p> <p>1.4 Heating equipment (such as fires, radiators and storage radiators) and water heating equipment (boilers and immersion heaters)</p>	<p>A tenant will have a list of repairs the council is responsible for and also a list of repairs that the tenant is responsible for.</p> <p>Tenants will receive communication regarding repairs by text message or alternatively the preferred method.</p>

	<p>2. We are also responsible for repairing any of our systems for heating your home or for providing hot water or sanitation (baths, sinks and toilets).</p> <p>3. You are responsible for decorating the inside of your home, anything that we are not responsible for and also for items which you own or have put in.</p> <p>6. You are responsible for any damage to your home caused by you, your family or your</p>	<p>1.5 Kitchen and bathroom fixtures (sinks, basins, baths, showers and toilets (excluding the replacement of toilet seats or shower curtains)</p> <p>1.6 Pathways and steps which are the main means of getting to your home</p> <p>1.7 Shared television aerial or shared satellite dish we have provided</p> <p>1.8 Supporting or retaining walls, and boundary walls and metal railings to the property</p> <p>1.9 Trees in the boundary of your tenancy if they are a danger</p> <p>1.10 Decoration of the outside and any shared parts of the building</p> <p>1.11 If repairs cannot be undertaken safely when the property is occupied. You will need to leave your home temporarily, and for as long as necessary so we can do the work.</p> <p>1.12 Please refer to the councils repairs and maintenance policy for further information</p> <p>Proposed 2 (Incorporating 3,6,&7). You as tenant are responsible for the following:</p> <p>2.1 Any repairs not listed in condition 1.</p> <p>2.2 Taking reasonable steps to avoid damage (this includes but is not limited to) applying artex or polystyrene tiles, to any walls or ceilings.</p> <p>2.3 You must use your home properly and responsibly. You are responsible for any damage to your home caused by you, your family or your visitors. You must pay us for any damage.</p> <p>2.4 You must keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must take care not to block toilets and sinks. You must ensure that shower heads are kept clean.</p>	<p>A tenant will require written permission to undertake alterations.</p>
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	<p>visitors. You must pay us for any damage.</p> <p>7. You must use your home properly and responsibly. You must keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must take care not to block toilets and sinks.</p> <p>4. You must report any repairs that are needed that we are responsible for as soon as you notice them.</p> <p>5. We will send you a series of texts (or a written receipt upon request) to confirm the details of the repair. If the repair cannot be authorised by the contractor, they will arrange for an inspection by a KNH surveyor</p>	<p>2.5 You are responsible for the safe keeping of the keys and fobs we have provided for the property, including door, window and communal access locks.</p> <p>2.6 You must keep your home and any outbuilding safe and secure.</p> <p>2.7 You are responsible for the installation of doorbells and cameras, but you must not cause damage to the property, to doors/fire doors or windows. Please see council guidance on domestic recording systems which include CCTV and smart doorbells.</p> <p>2.8 If you lose your keys, you are responsible for arranging a lock change at your own cost.</p> <p>2.9 Decoration and cleanliness to the inside of your home.</p> <p>2.10 If we need you to leave your home temporarily so that we can do work safely, you must leave for as long as necessary so we can do the work.</p> <p>2.11 We may charge you if you do not comply with any terms of this condition.</p> <p>2.12 It is advised that tenants obtain their own home contents insurance.</p> <p>2.13 Please refer to the councils repairs and maintenance policy for further information.</p> <p>Proposed 4. You must report repairs that we are responsible for as soon as possible.</p> <p>Proposed 5. When you ask for a repair and we agree to do it, we will contact you by text message or by your preferred method of contact to confirm the repair and to tell you when we will carry it out.</p>	
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	<p>8. You must not alter your home without our written permission.</p> <p>13. The Housing Act 1985 gives secure tenants the right to be consulted on a number of matters including managing, maintaining and improving their homes. We have set out a framework for consulting our tenants in our current Tenants Participation Charter. You can get a copy of this from your housing office.</p> <p>14. We will regularly paint the outside of your home and shared areas.</p> <p>17. Under Section 96 of the Housing Act 1985 we will pay compensation for certain repairs if we do not do them within a certain time, depending on certain conditions. Your housing office can give you more details.</p> <p>18. Under Section 97 of the Housing Act 1985, you have a right to carry out your own alterations or improvements, but you must get permission, in writing, from your housing office. You may also get compensation for this work when you end your tenancy. Introductory tenants do not</p>	<p>Proposed 8. You must not alter or improve your property unless we have given you written permission.</p> <p>Proposed 13. This has been added below under the consultation section.</p> <p>Proposed 14. We will paint the outside of your home and communal areas in line with the councils repairs and maintenance policy.</p>	
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	have this right. You get this right if you become a secure tenant.		
(3) Access			
	<p>1. You must give our officers, agents and contractors access to inspect your home or do work on it if we have given you at least 24 hours' notice, in writing.</p> <p>2. If we have asked to come into your home to inspect it or to do work but you do not let us in, we may ask you to pay us if we lose any money because we cannot get in.</p> <p>3. If there is an emergency and we need to get into your home immediately, we have the right to force entry without giving you notice.</p>	<p>Proposed 1 (Incorporating 1&2)</p> <p>1.1 You will allow our staff, our agents or contractors access to your home where there are repair issues and any potential health and safety concerns. You will allow access for an annual home visit to be undertaken. We will in all circumstances (except in an emergency) give reasonable notice of our requirement for access. Reasonable notice will be a minimum of 24 hours' notice.</p> <p>1.2 This includes where we wish to inspect the property or any installations (including but not limited to) smoke alarms, sprinkler systems, gas servicing, electrical safety checks, carbon monoxide alarms, Legionella tests, damp, mould and condensation or other as prescribed by the landlord and carry out any required servicing and associated works.</p> <p>1.3 Notice of our requirement to access the property can be through a range of media via a text message, voice mail, e-mail, social media notification or a letter. If you have notified us of your preferred media, we will use this. Otherwise, it will be at the landlord's discretion. We will use the contact details you have provided us with, and it is important that you keep us updated with any changes.</p> <p>Proposed 3. Emergency Access</p> <p>3.1 In emergencies if access is needed it means that notice may not be given, and your property may be entered even if you are not there.</p> <p>3.2 If access is unreasonably denied, the council may use reasonable force to gain entry to your home without giving you any notice.</p>	<p>Tenants must allow access following reasonable notice of at least 24 hours being provided, except in an emergency. A failure to allow access may result in legal action being taken.</p> <p>A tenant's property can be accessed (using reasonable force if necessary) by the Council, without notice in the event of emergencies or a</p>

	<p>4. If we have asked to come into your home but you have not let us and we may have to pay a penalty if we cannot get in, we have the right to force entry without giving you further notice.</p> <p>5. – This has been added into Section (2) Repairs, in paragraphs 3, 6, & 7</p>	<p>3.3 You may be recharged for any damage resulting from forced entry.</p> <p>Proposed 4. You are responsible to allow access for works.</p> <p>4.1 We will require access to the property to inspect and then carry out any works to discharge our repair and improvement obligations including but not exclusively:</p> <p>4.2 The Housing Regulators Consumer Standards including the decent homes standards and requirements under the Housing Health & Safety rating system.</p> <p>4.3 The Health and Housing section 11 of the Landlord and Tenant Act 1985</p> <p>4.4 Any improvement works to your home and/or other repair, or improvement works as required over time.</p> <p>4.5 Section 3 (Access) of your Tenancy Agreement outlines why access to a property is required and the action that could be taken if you do not allow access.</p>	<p>reasonable request for access is denied.</p>
<p>(4) Using your home add 'keeping you safe'</p>			
	<p>1. You must use the property as your only or principal (main) home in a responsible way</p> <p>2. You must only use the property to live in and not for any business or other purpose, unless we, as your landlord, have given you permission in writing.</p>	<p>Proposed 1,2,7,8.</p> <p>1.1 The council does not support tenants in taking in lodgers or sub-letting part of your home however:</p> <p>1.2 Under Section 93 of the Housing Act 1985, if you are a secure tenant, you have a right to take in lodgers, but you must not allow your home to become over crowded</p> <p>1.3 You have a right to sublet part of your home, but you must get our permission, in writing, first.</p> <p>1.4 You must not sublet your entire home.</p>	<p>The impact to tenants is that although lodgers may be taken in, doing so must not overcrowd the property and it is the tenant's responsibility to make a lodger leave.</p> <p>Overcrowding shall have the same meaning as set out in</p>

	<p>3. You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your home.</p>	<p>1.5 You must notify any relevant authority that administers any welfare benefits you are claiming. 1.6 You are responsible for making a lodger leave if you want to end the arrangement. 1.7 Introductory tenants do not have this right.</p> <p>Proposed 3&11</p> <p>3.1 You or any member of your household or visitors are only permitted to keep bottled gas, paraffin, petrol, LPG, acid or any other hazardous material in safe and secure storage and in suitable storage containers. 3.2 You can only keep a limited amount of such material which is reasonable for domestic use. 3.3 You must not keep such materials in any common areas. 3.4 If you or any member of your household wish to keep mobility aid such as a mobility scooter or motorised wheelchair you must get prior written permission from the council. If you do not get written permission for the mobility aid you may be required to remove it. Please see the council’s mobility scooter policy for more information. 3.5 You must take adequate care and precautions when storing, charging or using E scooters, mobility</p>	<p>the Allocations Policy. This section regulates how a resident can allow other persons to lodge at the property.</p> <p>The impact is, that a tenant can only sublet part of the property and permission must be sought in order to do so. Any sublet of part cannot result in overcrowding as set out in the Allocations Policy. This section regulates how a resident can allow other persons to occupy part of the property.</p> <p>The impact to tenants is that they can only keep certain prescribed items in the property and permission must be sought for certain items such as a mobility scooters/ motorised wheelchair.</p>
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	<p>4. You must keep your home clean and tidy and make sure the decoration inside your home is in a good condition.</p> <p>5. You must cultivate and look after the garden and keep any trees, bushes, hedges or grass at a reasonable size or height.</p> <p>6. You must make sure that you keep your home and outbuildings secure from intruders.</p>	<p>scooters or other mobility aids to ensure that damage does not occur to your home. This includes removing batteries when charging.</p> <p>3.6 You must not keep or charge mobility aids such as mobility scooters or motorised wheelchairs in any common area.</p> <p>3.7 You must not let waste or other materials build up which may cause a fire or attract vermin.</p> <p>3.8 You must not store bottled gas, petrol, paraffin or other flammable or explosive substances in your home or on any land nearby.</p> <p>Proposed 4.</p> <p>4.1 You must keep your home clean, free from pests and in reasonable condition.</p> <p>4.2 You must not allow an accumulation of personal property or rubbish or other items to prevent access, cause structural damage or deterioration to the property or any common areas or to pose an environmental health risk, or a health and safety risk to any person lawfully at your property, or to cause a nuisance to neighbouring residents.</p> <p>4.3 You must wipe down any water that has formed on windows, sills, walls and doors to help prevent condensation, damp and mould from forming in the property.</p> <p>Proposed 5&6.</p> <p>5.1 You must make sure your garden is kept cultivated, neat, tidy, and free from rubbish, pests, weeds and animal waste or faeces. For example: lawns must be cut and trees, shrubs and hedges kept trimmed.</p> <p>5.2 Trees, shrubs and hedges must be kept from overgrowing or overhanging into neighbouring properties or into public areas to cause a nuisance.</p>	<p>The impact on tenants is that they must ensure that rubbish is properly disposed of and not accumulated in or around the property.</p> <p>The effect for tenants is that the proposed change means they must take steps to prevent damp, mould and condensation becoming a problem.</p> <p>The impact for tenants is that they will be responsible for the condition of their garden. They must keep the garden tidy and clean and ensure any pet faeces are removed immediately.</p>
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	<p>8. You must not assign (or sign over) your tenancy without our permission, in writing.</p> <p>9. You must not allow any of the boundaries of the property, or any land that is let with it, to be changed.</p> <p>10. You must not put any structure (shed, garage, greenhouse or something similar) on any land that is let with your home without our permission, in writing. You must remove any structure at</p>	<p>5.3 You must make sure that you keep any outbuilding, yard or garden clear and free from rubbish.</p> <p>5.4 You must make sure that you keep your home and outbuildings secure from intruders.</p> <p>Proposed 8 – Sub Letting.</p> <p>8.1 If you are a secure tenant and want to sub-let part of your home, you must get prior written permission from the council.</p> <p>8.2 The council will not give permission for more than the permitted number of persons to live there as allowed under the council’s Allocations Policy for the type and size of your property.</p> <p>8.3 Introductory tenants do not have this right. You get this right if you become a secure tenant.</p> <p>8.4 You must not sub-let the whole of your home.</p> <p>8.5 You must not advertise the whole of your property as available to occupy or rent.</p> <p>8.6 The council will prosecute any tenant who parts with the possession of or sub-lets the whole of their home under the Prevention of Social Housing Fraud Act 2013. The council may also seek an unlawful profit order in such cases.</p> <p>8.7 The council will seek possession of your home if you have sublet the whole of your home.</p> <p>Proposed 9.</p> <p>9.1 You must not change the boundary of your property without our written permission.</p> <p>Proposed 10.</p> <p>10.1 You must not put up, change or demolish a garage or any other structure within the boundary of the property without our written permission.</p> <p>10.2 If you undertake work without written permission, you may need to reinstate boundaries or structures to the original condition.</p>	<p>Tenants must ensure that shrubs, trees and hedges are cut back and well maintained.</p> <p>A tenant cannot make any changes to the boundary or any structures without permission from the Council. Legal action could be taken, and their tenancy could be at risk if they do not adhere to this condition.</p>
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	<p>the end of the tenancy, unless we agree, in writing, that it can stay.</p> <p>13. If any part of your home is above the ground floor, you must make sure that nothing is thrown, dropped or allowed to fall from any window or balcony or any part of the outside of the building.</p> <p>14. After 10pm and up to 7am the following morning, you must make sure that no-one entering or leaving your home makes a noise which might disturb the neighbours.</p> <p>15. Also, after 10pm and up to 7am the following morning, you must make sure that you do not use any musical or audio equipment, TV, washing machine, power tool or other domestic appliance in a way that might disturb the neighbours.</p> <p>16. You must not apply any material to any surface, wall or ceiling in your home which is difficult to remove (for example, a textured wall finish) or highly flammable (for example, polystyrene tiles), unless you get our permission, in writing.</p>	<p>10.3 Legal action may be taken if you do not adhere to these conditions, and you could be at risk of losing your home.</p> <p>Proposed 13.</p> <p>13.1 You must not throw anything out of the windows or from balconies of either your property or communal area.</p> <p>14 and 15 have been moved to Section 5 – ASB</p> <p>16. moved under Section 2 (Repairs)</p>	
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	<p>17. You must not allow any fire-fighting equipment, fire alarm, smoke detector, security system or similar safety or security device we have put in to be interfered with or removed at any time. You must not allow any fire door or security door to be propped open.</p> <p>18. Your Housing Officer will provide you with a copy of our heat sale agreement, together with an introductory pack, which you should sign and return to your housing officer as soon as possible. notify the benefits service or DWP about your change in circumstances.</p>	<p>Proposed 17.</p> <p>17.1 You or any member of your household or visitor must not interfere with security or safety equipment in any council property or communal areas.</p> <p>17.2 This includes (but is not limited to) fire-fighting equipment, fire alarms, smoke detector, security systems or similar safety or security device.</p> <p>17.3 You must not allow any fire door or security door to be propped open.</p> <p>17.4 Any devices that have been installed to remove condensation from your property such as ventilation bricks or extractor fans, must not be removed or blocked up.</p> <p>Proposed 18. District Heating - If your home is connected to our District Heating System then:</p> <p>18.1 We will supply heat and/or hot water to your home on our standard terms for the supply of heat and/or hot water (as varied or changed from time to time).</p> <p>18.2 We will supply heat and/or hot water to your home on our standard terms for the supply of heat and/or hot water (as varied or changed from time to time).</p> <p>18.3 You will accept this supply of heat and/or hot water to your home on our standard terms (as varied or changed from time to time).</p> <p>18.4 Your Housing Management Officer will provide you with information about the District Heating scheme and charges.</p> <p>18.5 You agree that you will pay for this supply of heat and/or hot water to your home on those standard terms (as varied or changed from time to time).</p> <p>18.6 You must not tamper with any part of a District Heating system (including any meters, pre-payment controllers or cards).</p> <p>18.7 If you do you will be charged for any repairs to reinstate the equipment, and legal action could be</p>	<p>Tenants must adhere to safety rules where they live. If these are compromised this puts resident at risk, and legal proceedings will be taken. This means that the tenant could be at risk of losing their home or subject to criminal proceedings.</p> <p>This proposal impacts on tenants as any tampering or damage caused to District Heating equipment will lead to legal action against the tenancy, as well as criminal proceedings.</p>
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		<p>taken against your tenancy. If there is criminal damage a report will also be made to the police.</p> <p>18.8 If the property is individually metered, you must pay for all the heat which is supplied to your home along with the weekly standing charges.</p>	
(5) Anti-social Behaviour			
	<ol style="list-style-type: none"> 1. You will make sure that no-one (whether an adult or a child), either living in your home or visiting your home, does anything which is likely to cause nuisance to, or harass, annoy, distress or worry any person who either lives in or has lawful business in the Borough of Kirklees, for any reason. 2. You will make sure that no-one (whether an adult or a child), either living in your home or visiting your home, does anything which is likely to harass anyone because of their colour, race, creed, religious belief, legal occupation, sex, sexual orientation, age, physical or mental disability or any other particular thing about them. 3. You, and any other person living in or visiting your home, must not: 	<p>Proposed 1. (Incorporating 1,2,3,4)</p> <ol style="list-style-type: none"> 1.1 Please refer to the council ASB policy incorporating noise nuisance and hate crime. 1.2 You, your household and visitors must not do anything which is illegal, dangerous or which would cause nuisance, annoyance, harassment, alarm or distress to other people. 1.3 This condition applies within the boundary of and in the locality of your property. 1.4 You, your household and visitors must not cause nuisance or annoyance, harassment, alarm or distress towards any person employed in connection with the exercise of our housing management functions. 1.5 You, your household and visitors must make sure that no-one entering or leaving your home makes a noise which might cause a disturbance. 1.6 You, your household and visitors must make sure that you do not use any musical or audio equipment, TV, washing machine, power tool or other domestic appliance in a way that might disturb the neighbours. 1.7 The council will investigate both statutory and non-statutory noise nuisance in line with line with relevant legislation. 1.8 If there is evidence or the likelihood that you, your household and visitors are involved in anything illegal, dangerous or which would cause nuisance, annoyance, harassment, alarm or distress to other people or the community. Kirklees Council will utilise its tools and 	<p>Tenants must adhere to the requirements set out in this section failing which legal action may be taken to end their tenancy.</p> <p>The proposed change sets out how occupiers and visitors to the property are expected to conduct themselves.</p>

	<p>a. do or fail to do anything which causes, or is likely to cause, a nuisance or annoy residents, visitors or other people in the Borough of Kirklees;</p> <p>b. harass anyone;</p> <p>c. physically or verbally abuse anyone, including inflicting domestic violence or threatening violence against your partner, ex-partner or another member of your family. We will notify the Police and the Council's Domestic Violence Unit of any instances reported to us and we will consider action against the perpetrator in every case;</p> <p>d. use your home for illegal or immoral purposes;</p> <p>e. take, sell, supply or possess illegal substances; or</p> <p>f. damage or interfere with any property that belongs to us.</p> <p>4. If you tell us you are the victim of anti-social behaviour, we will investigate your complaint and take whatever action we think is practical to sort out any problems. This may include taking legal action to evict tenants and their families who are behaving in an antisocial way. We may</p>	<p>powers to tackle anti-social behaviour, and you could lose your home.</p> <p>1.9 If we are aware of Domestic Abuse against you or a member of your family, we will notify the Police and any relevant council services.</p> <p>1.10 We will consider action against the perpetrator in every case reported, to protect the household and the wider community.</p> <p>1.11 If you experience anti-social behaviour, you must report it to us, and we will decide if we are able to investigate. Support and advice will be provided to you.</p>	<p>The impact on tenants who may suffer or be a perpetrator of Domestic Abuse is that if reports are made, these will be escalated to the Police and other agencies that can offer support and advice. If Domestic Abuse causes anti-social behaviour within the community, action will be taken to remove the perpetrator.</p>
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	also take other legal action to prevent antisocial behaviour.		
(6) Flats, maisonettes and shared areas			
	<p>1. You must not allow any shared area (including any stairway, passageway, corridor, lift, drive, path, lane or road) to be obstructed at any time. You must not allow any shared area to be used in a way which may cause a nuisance.</p> <p>2. You must share responsibility with your neighbours for cleaning any shared corridors, stairs, landings or entrance halls.</p> <p>3. You must not store anything in any shared area without our permission, in writing.</p> <p>4. If you live in a flat, bed-sit or maisonette, you must only allow people to enter or leave your home through the doors and make sure they use any door-entry system or security system properly. You must not prop fire doors and security doors open.</p> <p>5. If there are rubbish chutes in flat, bed-sit or maisonette blocks, you must only use</p>	<p>Proposed 1 (Incorporating 1,2,3,4,5)</p> <p>1.1 As the tenant of a flat or maisonette you must use the rubbish chute, or refuse bins provided for normal household refuse only. Do not try to force large items down the rubbish chutes or leave them in the communal areas or outside the block.</p> <p>1.2 You must make proper arrangements to dispose of special medical waste such as needles, syringes or sanitary items.</p> <p>1.3 Do not throw any dangerous items down a rubbish chute or into refuse bins.</p> <p>1.4 You must not use bottled gas or paraffin heaters if you live in a block of flats, bed-sits, or maisonettes</p> <p>1.5 You must not keep a dog or cats if you live in a flat or maisonette without first obtaining the Council's written consent. You should refer to the councils Pet Policy on the council's website before you ask for permission.</p> <p>1.6 You must keep all communal areas, balconies and alleyways free from items and clutter. Such items include (but not limited to) animal faeces, debris, mobility scooters, e-scooters bikes, plants and other items as referred to in Kirklees Council's Clear & Safe Policy.</p> <p>1.7 If when asked, you fail to remove items you own from the communal areas they will be removed, and you will be re-charged for any costs associated with this.</p> <p>1.8 You must take all reasonable steps to ensure that you, your visitors and those residing with you do not cause any health and safety hazard.</p>	<p>Tenants must adhere to the provisions requiring the communal areas, balconies and alleyways to be kept clear of rubbish failing which legal action may be taken. Tenants will be expected to dispose of rubbish using chutes or refuse bins. Tenants will be required to seek permission from the council for keeping a dog or cat(s).</p> <p>Tenants will be required to remove rubbish from communal areas when requested to do so by the council.</p>

	<p>them for small amounts of rubbish. You should put large items of rubbish in the special area provided, in a suitable plastic sack or container.</p> <p>6. If there are shared parking facilities for residents and their visitors, you must not park any untaxed or unroadworthy vehicle, or any lorry or large commercial vehicle, caravan, boat or trailer, in any of the parking spaces unless you have our permission, in writing. You do not have the right to use one particular parking</p>	<p>1.9 You, your household or visitors must not interfere or damage anything in the communal areas and or, anything provided for health or safety purposes, this includes (but is not limited to) smoke detectors, fire alarm systems, fire extinguishers, dry or wet risers, fire doors or door closers, emergency lighting, CCTV, door entry or sprinkler systems. You must ensure fire doors are not wedged open.</p> <p>1.10 You must not place items on your balcony that are dangerous or could cause nuisance to others.</p> <p>1.11 You must not chain or tether your pet on balconies or in communal areas.</p> <p>1.12 You must not allow your pet to deposit faeces on your balcony or in communal areas.</p> <p>1.13 You must not throw anything out of the windows or from balconies of either your property or a communal area.</p> <p>1.14 You must not smoke in enclosed communal areas e.g. enclosed corridors, stairwells, lifts and enclosed entrance areas.</p> <p>1.15 You must not park vehicles where they will prevent access for emergency services vehicles or obstruct hatched areas marked 'keep clear' communal areas or access to driveways.</p> <p>6. moved to new Section 8 'Vehicles and Parking'</p>	
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	<p>space, unless you have a special arrangement with your housing office.</p>		
<p>(7) Animals</p>			
	<p>1. You must make sure that no animal, bird, insect or reptile that you keep at, or which is brought to, your home, causes any nuisance or annoys or frightens anyone.</p> <p>2. You must take and pay for, all reasonable steps that we consider to be necessary to prevent any animal, bird, insect or reptile you keep at or which is brought to, your home from causing a nuisance or annoying or frightening anyone. This includes providing suitable fencing.</p> <p>3. If you want to keep a cat or a dog in a maisonette, flat or bed-sit that does not have its own direct, separate entrance to the outside, you will need our permission, in writing.</p> <p>4. You cannot keep any animal, bird, insect or reptile at your home after it has caused any nuisance or annoyed or frightened anyone, unless you have our permission, in writing.</p> <p>5. You cannot keep more than two animals at your home</p>	<p>Proposed 1 (Incorporating 1,2,3,4,5)</p> <p>1.1 You or any member of your household or visitors must not keep or allow any animal in or near the property unless this is permitted by the council's Pets Policy and you have prior written permission from the council. Permission will not be given to keep or allow certain types of animals.</p> <p>1.2 Any animal at your home must not cause or be likely to cause a nuisance, annoyance or disturbance to neighbours or others lawfully in the locality of your home. Examples of this include, but are not limited to, fouling in common areas, straying, barking or causing other noise, creating an offensive smell, harming people or other animals, or animal waste not being cleared.</p> <p>1.3 You must keep the number of pets at or below the permitted number of cats and/or dogs allowed by the policy or the reasonable number of other pets agreed in writing by the council.</p> <p>1.4 Where permission is given, this is on condition that pets are neutered and micro-chipped, unless otherwise agreed in writing by the council.</p> <p>1.5 You or any member of your household or visitors are not permitted to allow the breeding of any animals in your home, running a business breeding animals, advertising, or selling animals in or from your home.</p> <p>1.6 You or any member of your household are not permitted to use any animals for fighting or other unlawful purposes.</p> <p>1.7 Dogs and other pets are not permitted to enter, visit or live in blocks above 6 storey and above accommodation other than an animal recognised as an official support</p>	<p>This proposed change may impact tenants as it outlines the need for tenants to be responsible for their pets. They must ensure that pets are well cared for and not left to stray or tied up in communal areas, in gardens, or on balconies.</p> <p>The impact on tenants is that if they have pets, they are responsible to clean away faeces and any mess left by them and ensure that they do not cause a nuisance</p> <p>There will be an impact on tenants who breed animals as this will not be permitted.</p>

	<p>without our permission, in writing. You must not keep a lot of birds if they are likely to cause any nuisance to your neighbours.</p>	<p>companion or dog and where written permission has been given by the council.</p> <p>1.8 Dogs listed under the Dangerous Dogs Act 1991 (as amended) will not be permitted at your home.</p> <p>1.9 Dogs must be accompanied by you or a responsible adult and kept on a lead when in common areas.</p> <p>1.10 You must not tether or chain any animal while leaving them unattended or allow them to be chained or tethered in communal areas.</p> <p>1.11 You must not allow dogs to stray and you must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) relating to dogs that may be in force.</p> <p>1.12 You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the council or other lawful visitor to your property, gaining access to your home and that all animals are kept under control to allow such access.</p> <p>1.13 In cases of cruelty to animals or where there is a breach of this tenancy agreement or the council's Pets Policy, the council may revoke your permission to keep a pet and give you written notice requiring you to remove any animals from your home. This will include requiring proof that you have rehomed your animal responsibly. The council may also share information with animal welfare charities, the Police and/or the Dog Warden service for example where concerns are raised about animal welfare, neglect or abuse.</p> <p>1.14 You or any member of your household must not leave any animal in your home without proper arrangements being made for its care or welfare when you are away from your home. You or any member of your household must not leave any animal in your property when you move out of your property.</p>	
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		<p>1.15 You also agree that in cases where it appears that an animal has been left in the property without proper arrangements being made for its care or welfare, or when it appears that you have left an animal in the property once you have moved out, then the council may gain entry to your property using the council's emergency access provisions.</p> <p>1.16 You must not keep or tether horses on any council owned land or on any land in the locality of your property without the express written permission of the landowners.</p>	
<p>(8) Vehicles add 'Parking'</p>			
	<p>1. You must not park any motor vehicle in the open air either at your home or on any housing land unless it is in a roadworthy condition and fully taxed, unless you have our permission in writing, or it is an emergency.</p> <p>2. You should not allow any motor vehicle to be repaired, serviced or worked on after 10pm until 7am the following morning at your home or on any housing land or on any road outside your home, unless it is an emergency.</p> <p>3. You must not allow any motor vehicle to be repaired, serviced or worked on at your home, or on any housing land or on any road outside your home, that is not registered in</p>	<p>Proposed 1 (Incorporating 1,2,3,4,5,6)</p> <p>1.1 You or any member of your household or visitors must park motor vehicles within the boundary of your property on a council approved hardstanding (a driveway or paved area intended for parking) or if appropriate using on-street parking.</p> <p>1.2 Prior written permission must be sought from the council before parking a trailer, caravan or boat on a hardstanding.</p> <p>1.3 Caravans, motor homes, trailers or boats must not be parked on the garden, driveway, paved area around your home or any communal areas without the council's prior agreement in writing.</p> <p>1.4 If the property has a designated resident's parking space, only you or any member of your household or visitors can park there. You must not rent or sell the parking space to anyone else. Where a property has a disabled space you and your legitimate visitors must only park there if you or your legitimate visitor hold a blue badge parking permit.</p>	<p>This proposal will impact tenants as it could restrict the type of vehicles they park within the boundary of their property.</p> <p>The proposal will impact tenants who have not requested permission for dropped kerbs so they can park vehicles in their garden.</p>

	<p>your name or a member of your current household's name, unless you have our permission, in writing, or it is an emergency.</p> <p>4. You should not park any motor vehicle in the open air at your home, or on any housing land, unless it is on an authorised area of paving. You must not allow a vehicle to enter any land that is let with your home, except across a proper crossing.</p> <p>5. You must not allow any motor vehicle, trailer, caravan or other wheeled vehicle to obstruct any road, lane, path or access way or to block the route of emergency vehicles</p> <p>6. You must get our permission, in writing, before you park a caravan, trailer, lorry or large commercial vehicle, boat or similar vehicle at your home or on land that Housing Services own or controls.</p>	<p>1.5 Parking spaces that are not designated, should be prioritised for residents and any members of their household.</p> <p>1.6 You or any member of your household or visitors must not cause or allow an obstruction to any driveway, garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the locality of your property.</p> <p>1.7 You or any member of your household must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, with bins or other items, by parking a vehicle, or by fencing off part of it.</p> <p>1.8 You or any member of your household or visitors must not drive across a kerb to access the property unless it has been lowered with prior written permission and in accordance with the council's regulations.</p> <p>1.9 You or any member of your household or visitors must not park a vehicle or drive across grassed areas in or around the locality and you must pay the cost incurred by the council for any works required to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.</p> <p>1.10 If there are shared parking facilities for residents and their visitors, you must not park any untaxed or unroadworthy vehicles.</p> <p>1.11 You must not park any lorry or large commercial vehicle(s), caravan, boat or trailer, in any parking spaces or any area that prevents other residents from parking near their home unless you have our permission, in writing.</p> <p>1.12 You do not have the right to use one parking space as your own unless this has been designated for you by the council.</p>	
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<p>(9) Leaving your home and ending the tenancy</p>			
	<p>2. At the end of the tenancy, if there is any damage to your home or if you have removed any item we own, you will have to pay for any repair or replacement and any other loss we suffer.</p> <p>4. Once the tenancy has ended, we will remove any item we find in the property and get rid of it. We will charge you for doing this.</p> <p>3. If you abandon your home without telling us, we can assume that you have given up your tenancy.</p>	<p>Proposed 2 (Incorporating 2,4)</p> <p>2.1 You must allow the Council to complete an inspection of your home before you leave and, by appointment, permit the Council to show prospective tenants around your home.</p> <p>2.2 At the end of the tenancy, if there is any damage to your home or if you have removed any item we own, you will have to pay for any repair or replacement and any other loss incurred.</p> <p>2.3 You must leave the property, including any garden and outbuildings, in a clean and tidy condition, clear of all personal property, furniture and rubbish.</p> <p>2.4 Any personal property left (including animals) will be removed and cleared by the council and you must pay the costs incurred by the council in clearing the property.</p> <p>2.5 The council may dispose of the goods in accordance with the Torts (Interference with Goods) Act 1977 or the Local Government (Miscellaneous Provisions) Act 1982 and you may be charged for the reasonable cost of disposal.</p> <p>Proposed 3.</p> <p>3.1 You agree that the council can enter the property (whether you have been away from home for 28 days or more) where it reasonably appears that you have abandoned the property.</p> <p>3.2 You also agree that if, following inspection of the property, it still appears to the council that you have abandoned the property, the council may change the locks and take any other appropriate steps to protect the property we dispose of all personal property found in the property.</p>	<p>These proposals will impact tenants who do not leave a property in a good condition as charges could be made if the property and garden have not been left in a clean and tidy condition. Charges will also be made for repairs and damage that are beyond 'wear and tear'.</p> <p>This proposed change will affect tenants who fail to make contact when we suspect their tenancy has been abandoned.</p> <p>Tenants will be at risk of legal proceedings and will be charged the costs of taking this action. They will also be</p>

	<p>7. Tenancies starting before 1 April 2012 Unless you took over the secure tenancy after someone had died, Section 87 of the Housing Act says that your tenancy will automatically pass to your husband or wife or civil partner who is living with you when you die. If you have no husband or wife or civil partner living with you when you die, the secure tenancy could pass to your relative, if that person had been living with you continuously for the 12 months immediately before your death. Introductory tenants have this right under Section 131 of the Housing Act 1992</p> <p>Tenancies starting on or after 1 April 2012 Unless you took over the secure tenancy after a previous tenant had died, section 86(A) of the Housing Act 1985 as amended says that your tenancy will automatically pass to your husband or wife or civil partner living with you at the time of</p>	<p>3.3 The council may dispose of the goods in accordance with the Torts (Interference with Goods) Act 1977 or the Local Government (Miscellaneous Provisions) Act 1982 and you may be charged for the reasonable cost of disposal.</p> <p>Proposed new paragraphs 7,8,9,10,11,12.</p> <p>7.1 If you are an Introductory Tenant your succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general, this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to:</p> <p>7.2 Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death.</p> <p>7.3 If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout the 12 months immediately before your death.</p> <p>8. Sole Secure Tenants where tenancy started before 1 April 2012</p> <p>8.1 If you are a secure tenant and your tenancy started before 1 April 2012 then succession rights are those allowed by s.87 of the Housing Act 1985. In general, this means that on your death your tenancy may pass to: Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death.</p> <p>8.2 If there is no such occupier, a family member if s/he occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.</p> <p>9. Joint tenants – Introductory and Secure</p>	<p>impacted as their belongings could be disposed of.</p> <p>Tenants succession rights will only entitle certain people to succeed to the tenancy provided they have lived with the deceased tenant for set times prior to the death of the tenant.</p> <p>Tenants succession rights will only entitle certain people to succeed to the tenancy provided they have lived with the deceased tenant for set times prior to the death of the tenant.</p>
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	<p>death. Housing Authorities may extend succession rights provided there is an express term in the tenancy agreement to that effect. The Council's policy is that where there is no surviving spouse or partner, and another person has lived with the tenant as their sole or principal home they will succeed to the tenancy if:</p> <p>They have lived at the property as their sole or principal home for a minimum of one year prior to the tenant's death. And the property does not provide specialist services (such as being fully adapted for a wheelchair user); And The accommodation meets their housing needs, in accordance with the Allocations Policy e.g. is not too big for their needs as defined in Kirklees Council Housing Allocations Policy.</p> <p>Sections 118 to 188 of the Housing Act 1985 give secure tenants the 'Right to Buy' their homes. You can get more details about this from your housing office. Introductory tenants do not have this right. You get this</p>	<p>9.1 If you are a joint tenant then your tenancy will pass to the other joint tenant upon your death, and this will count as a succession. In all cases of succession the definition of family member is that set out in the Housing Act 1985.</p> <p>9.2 In all cases there can only be one succession, and succession is limited to where there has been no previous succession or assignment.</p> <p>9.3 In all cases of succession when the tenancy passes to a member of your family (other than your spouse, civil partner or person living with you as spouse or civil partner) and the home is larger than they need the council may apply for possession of the property.</p> <p>9.4 We will usually offer them a suitable alternative property. If they do not accept that offer, we have the right to ask the Court to give us possession of the property.</p> <p>9.5 Where there is more than one person living in the property at the time of your death who may be entitled to succeed under the criteria in the Housing Act 1985, or under the express terms of this tenancy agreement, your spouse, civil partner (or person living with you as if you were spouse or civil partner) will have priority over other family members as set out in the Housing Act 1985.</p> <p>9.6 Where more than one family member is entitled to succeed then they should agree who will succeed and if they do not agree then the council will decide who will succeed.</p> <p>9.7 Where the right of succession has been used up then the council may agree to grant a new tenancy to the remaining occupant; however, this is not an automatic right and will be considered on a case by case basis under the council's policies applicable at the time.</p>	<p>Tenants who succeed may be required to move to suitable alternative accommodation if the property is too large for the remaining occupier(s) following a death of either tenant.</p> <p>Where required, if the remaining occupiers cannot agree who will succeed, the council will make a decision.</p>
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	<p>right if you become a secure tenant.</p> <p>Under Section 92 of the Housing Act 1985, you have a 'Right to Exchange' your home with another secure tenant. You must get our permission in writing, before you move and we may refuse permission if you do not meet certain conditions. If you do move without our permission, in writing, you will have to return to your original home. Introductory tenants do not have this right. You get this right if you become a secure tenant.</p>	<p>10. Assignment</p> <p>10.1 Introductory and secure tenants have the right to pass their tenancy to another person (called an assignment). Certain conditions apply to this right. Generally, you can only pass your tenancy in this way to someone who would have the right to take over your tenancy under succession if you died. B) You cannot assign the tenancy in this way if there has already been a succession or an assignment.</p> <p>11. Mutual exchange</p> <p>11.1 If you are a secure tenant, you may have the right to swap your property (called a Mutual Exchange) with another tenant of the council, a housing association or another local council, but you must get the council's written permission first and the written permission of any other landlord authority.</p> <p>11.2 The council can only refuse permission or impose conditions on an exchange for the reasons set out in the Housing Act 1985.</p> <p>11.3 If you exchange your property without the council's written permission, we may take legal action to evict you. You may not be able to return to your original property and may not be offered alternative housing.</p> <p>12. Right to Buy</p> <p>12.1 In certain circumstances, you have the right to buy your property. You should contact the council if you want to know more about your right to buy.</p>	<p>Tenants will only be entitled to assign a tenancy to those people who would be entitled to succeed to the tenancy.</p> <p>A tenant may be able to complete a mutual once written permission is obtained from the council. In the absence of written permission legal action may be taken where an unauthorised exchange has taken place.</p>
<p>(10) Information, Consultation & Participation</p>			

	<p>1. Under the Data Protection Act 1998, you have a right to ask to see parts of your tenancy file. Your housing office can give you more information about this.</p> <p>2. We will keep you up to date with changes to our services,</p>	<p>Proposed 1</p> <p>1.1 Kirklees Council, collects, holds and processes a considerable amount of information, including personal information about the tenants and residents it serves, to allow it to provide services effectively the council recognises that this information is important to tenants and residents and that it is responsible to tenants and residents for the information it holds about them. As such, it takes seriously its responsibilities under the General Data Protection Regulation and the Data Protection Act 2018.</p> <p>1.2 Kirklees Council is the processor for the information which it collects holds and processes. This means that the Council must look after all the personal information which it collects and uses and make sure that this is done so proportionately correctly and safely.</p> <p>1.3 Kirklees Council collects and processes personal information to allow it to allocate homes and to manage and improve its services. This may involve sharing your personal data with other organisations that are contracted to carry out services on its behalf. This includes services to you such as repairs but also services to the Council such as fraud detection provided by credit reference agencies and the police. It also includes other services provided by organisations such as the police and the fire.</p> <p>1.4 These organisations are obliged to keep your personal information safe and secure. The Council may pass on certain personal information to other organisations (such as local authorities, the courts, or the police) where this is requested or the Council has a legal requirement to do so such as during a criminal investigation, a court case or to report on benefit fraud.</p> <p>2. Remove as no longer in place.</p>	<p>Tenants personal data will be stored and used by the council to assist with the effective management of its properties.</p>
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	<p>or the introduction of new services, through our newsletter Door to Door.</p> <p>4. We will support you to get involved in the decisions that affect your home and community by offering a range of opportunities for you to work with us.</p> <p>5. We will send you a copy of our Tenant Participation Charter, if you ask us, or you can see it on our website.</p> <p>6. We will consult tenant and resident representatives about our services, or any proposed changes to those services. We will also share our performance with you. It is important that your voice is heard, and our tenants are encouraged to join a recognised tenants' and residents' association (TRA) or our Tenant Led Panel (TLP), or to get in touch to see if you can get involved in another way. To find out more our 'Customer Voice Strategy' can be found on Kirklees Councils website</p>	<p>4. To remove as incorporated in 6 below</p> <p>5. To remove as outdated and no longer exists</p> <p>6: Replace beginning with:</p> <p>6.1 The Council will consult you on important matters to do with managing and maintaining your property before changing:</p> <p>6.2 Any part of this Tenancy Agreement (other than for rent). The Council will ask for your opinions and take them into account before deciding to make any changes.</p> <p>6.3 If the Council decides to go ahead with changes to your Tenancy Agreement, you will be given four weeks' notice in writing.</p> <p>6.4 The Council will use whatever platform of consultation it considers appropriate, so you can provide feedback on any proposed changes</p> <p>6.5 We will consult tenant and resident representatives about our services, or any proposed changes to those services.</p> <p>6.6 We will also share our performance with you. It is important that your voice is heard, and our tenants are encouraged to join a recognised tenants' and residents' association (TRA) or our Tenant Led Panel (TLP), or to get in touch to see if you can get</p>	<p>Tenants will receive information from the council regarding any important matters concerning their property when the council are looking to make changes.</p>
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	<p>9. We will involve tenant and resident representatives when we select and recruit to a wide range of housing posts.</p> <p>10. Under Sections 102 and 103 of the Housing Act 1985, we may change the terms of your tenancy agreement. Apart from changes in rent or service charges, we will always consult you before we take any action to make such changes. Consultation may be by writing to all tenants individually or through our Door to Door newsletter.</p>	<p>involved in another way.</p> <p>6.7 To find out about our 'Tenant Voice Strategy' it can be found on the Kirklees Councils website.</p> <p>9. To remove.</p> <p>10. Replace with.</p> <p>10.1 Under Sections 102 and 103 of the Housing Act 1985, we may change the terms of your Tenancy Agreement.</p> <p>10.2 Apart from changes in rent or service charges, we will always consult you before we take any action to make such changes.</p> <p>10.3 Consultation may take place across a range of platforms including, social media, in writing, or face to face.</p>	
<p>(11) Notices</p>			
	<p>Any notice will be properly served on us (the Council) if you deliver it or send it by first-class post to Homes & Neighbourhoods, Kirklees Council PO Box 1720 HUDDERSFIELD HD1 9EL</p> <p>Any notice will be properly served on you (the Tenant) if we deliver it or send it by first-class post to the property.</p>	<p>11. Updated to reflect the new PO Box address</p>	

<p>12) New section - Fraud</p>			
		<p>Proposed Section 12</p> <p>12.1 Tenancy fraud is when people are living in our homes without the right to do so. It's against the law and a breach of your tenancy agreement. It also denies homes to those most in need. The different types of tenancy fraud are:</p> <p>12.2 Obtaining housing by deception - where a person gets a home by giving false information on their housing application.</p> <p>12.3 Unlawful subletting - where a tenant rents out their home without our knowledge or permission.</p> <p>12.4 Wrongly claimed succession - where a resident dies and someone without entitlement tries to take over or succeed the tenancy.</p> <p>12.5 False Right to Buy - where a tenant gives false information in a Right to Buy application.</p> <p>12.6 Key selling - where a resident is paid to pass on their keys in return for a one-off payment.</p> <p>12.7 Unlawful assignment - where a resident stops using their tenancy as their main home and allows another person to live there without our permission.</p> <p>12.8 We carry out regular tenancy checks to make sure that the right people are living in our properties, this could be with or without notice.</p> <p>12.9 We work with other social landlords and statutory agencies to detect fraud.</p> <p>12.10 If there is evidence that you have committed any type of Tenancy Fraud. Legal action will be taken, and you could lose your tenancy.</p> <p>12.11 You may also be subject to criminal proceedings.</p>	

Explanatory Notes

Section 1: Rent

a. What does this mean?

These conditions explain the rules on paying your rent, changing your rent and dealing with rent arrears.

If you are joint tenants, you are each responsible for paying all rent due.

An individual joint tenant can set up a Direct Debit to ensure that future rent payments are made on time.

- If you have rent arrears, any individual joint tenant must pay the money that is owed. You are both responsible for ensuring that rent is paid, even if one of you has left your home.
- You may lose your tenancy if you do not pay your rent when it is due. If legal action is taken that leads to you being evicted, you may not be able to get another Council tenancy in future.
- If you are having difficulties paying your rent it is important that you contact us as soon as possible.

b. How we can help.

- We can arrange with you to pay off the rent arrears.
- Give you help and advice on any benefits you can claim.
- Give you help and advice on budgeting and debts.
- Refer you to specialist money advice services.

c. How to pay?

- Direct Debit is the easiest way to pay your rent.
- Setting up a Direct Debit is simple and there are choices about when you pay.
- Contact us if you are unable to pay by Direct Debit or would like to discuss alternative payment methods.

d. How will I know if the amount of my rent changes, or if I need to pay for service charges?

- At the start of each year, we will review your rent for the coming financial year, this runs from April to the following March.
- We will tell you, in writing, at least four weeks before we do this.
- If you are required to pay service charges, you will be consulted before the charges are introduced.
- Service charges can be introduced at any time of the year to recover the costs of the serviced delivered. We will tell you, in writing, at least four weeks before we do this.

Section 2: Repairs

- a. You are responsible for decorating the inside of your home. This includes repairing minor cracks in plaster work and preparing surfaces so they can be painted or papered.
- b. You are also responsible for: changing locks if you lose your keys; replacing lost or broken keys; keeping grates, grids, drains, gullies, toilets, baths, sinks, shower heads, and waste outlets clean; taking care not to cause blockages
- c. You are also responsible for; buying curtain rails and light bulbs; taking reasonable care to make sure that your pipes do not freeze; providing your own tv aerial, unless there is a shared aerial; replacing missing plugs in sinks and wash basins, and toilet seats.
- d. You must report any vandalism or criminal damage caused by other people to your home to your housing office otherwise we may charge you for any repair work.
- e. You are responsible for taking out your own insurance to cover damage to your belongings and decorations and any third-party liability if there is a fire, flood or other accident. We can help you arrange home insurance cover. For more details about our approved insurance scheme, please contact your housing office.
- f. We will insure the structure of the building as well as our fixtures and fittings.
- g. We will not insure for deliberate or accidental damage that you or your family cause.
- h. If we damage your belongings while we are carrying out repairs, please get advice from your housing office.

Section 3: Access

We need to check your gas, electric appliances regularly, we also need to check any fire safety equipment to make sure they are safe. We may be prosecuted if we don't do this. You could put lives at risk if you do not let us into your home.

- a. We may need to force entry without giving you notice if, for example, there is a water burst, a gas leak or an electrical fault which may put people in danger, or which would cause more damage to the property, if we did not repair it. In these circumstances, we will try to contact you or your relatives, if possible, before we force entry.
- b. We have a right to move you from your home, either temporarily or permanently, if this is necessary because the property needs major repair work, demolishing or redeveloping. Under these circumstances, we will usually offer you other accommodation, compensation and help with moving costs.

Section 4. Using your home and keeping you safe

- a. You must use the property as your only or principal (main) home. For security and maintenance reasons, you should tell your housing office, preferably in writing, if you will be away from your home for more than a month.
- b. You must only use the property to live in and not for any business or other purpose, unless we have given you permission in writing.

- c. Under Section 93 of the Housing Act 1985, you have a right to take in lodgers, but you must not allow your home to become overcrowded. A lodger is someone who lives with you, but is not one of your family, and who pays you for his or her keep. Information about the number of people allowed to live in your home can be found in Kirklees Councils, Allocations Policy.
- d. You must not keep any moped, motorbike or similar vehicle, inside your home.
- e. You must keep your home clean and tidy and make sure the inside your home is in a good condition.
- f. You must make sure that you keep any outbuilding, yard or garden clean and free from rubbish. You must cultivate and look after the garden and keep any trees, bushes, hedges or grass at a reasonable size or height.
- g. You must make sure that you keep your home and outbuildings secure from intruders.
- h. You must not allow any of the boundaries of the property, or any land that is let with it, to be changed.
- i. You must not put any structure (shed, garage, greenhouse or something similar) on any land that is let with your home without our permission, in writing. You must remove any structure at the end of the tenancy, unless we agree, in writing, that it can stay.
- j. You must make sure that nothing is thrown, dropped or allowed to fall from any window or balcony or any part of the outside of the building.
- k. You must not allow any fire-fighting equipment, fire alarm, smoke detector, security system or similar safety or security device we have installed to be interfered with or removed at any time. You must not allow any fire door or security door to be propped open.

Section 5. Anti-Social Behaviour

- a. You are expected to be considerate and respectful towards your neighbours, your community and to our staff.
- b. You are also responsible for the behaviour of people who live with or visit you (this includes your partner, children, friends and family).
- c. You must not commit criminal offences in or around your home. Examples of behaviour which would breach this condition: excessive noise, verbal abuse, threatening or violent behaviour, harassment/hate crime, drug use, supply or cultivation, Storing stolen property in your home. If you breach these conditions, you could face legal action including eviction.
- d. You should contact us if you are experiencing problems with your neighbours or suffering anti-social behaviour in your area.
- e. If you are the victim of or witness to a crime you should report this to the Police on 101 (or 999 in an emergency).
- f. Absolute ground for possession. We can evict you with the court's permission if anti-social behaviour or criminality has been proved by another court, for example by a conviction, breach of injunction, or closure order.
- g. We must give you notice that we intend to apply to court, and you will have the right to request a review of our decision. The court does not have to be satisfied that it is reasonable, only that the conviction or other court order is proved.

Section 6. Flats, Maisonettes and Shared Areas

- a. You must not allow any shared area (including any stairway, passageway, corridor, lift, drive, path, or road) to be obstructed at any time.
- b. You must not store anything in any communal You must not prop fire doors and security doors open.

- c. At your sign up you will have been given information about our 'Clear and Safe' Safety in Communal Area Policy, please ensure that you read this and if you have any questions contact your Housing Management Officer on 01484 414886.
- d. If there are rubbish chutes in flat, bed-sit or maisonette blocks, you must only use these for small amounts of rubbish.
- e. You must not use bottled gas or paraffin heaters if you live in a block of flats, bedsits, or maisonettes with three or more stories.
- f. We expect residents within a block to work together to ensure that the communal areas are clean and kept to an acceptable standard.
- g. Your Housing Management Officer will be able to provide you with further information about the cleaning of communal areas.

Section 7. Animals

- a. We do not want to stop you keeping animals, but you must make sure that they do not cause a nuisance.
- b. You must ensure that your pets are looked after, and you must clean up after them.
- c. If we are aware that an animal in your care is being mistreated this will be reported to the RSPCA, or Police.
- d. If new tenants want to have a pet in their property, permission must be obtained in line with the Homes & Neighbourhoods, Pet Policy. Please ask your Housing Management Officer for a copy of this.

Section 8. Vehicles and Parking

- a. We know that vehicles can cause many problems, and we hope the conditions above will reduce these problems as far as possible.
- b. If you have any difficulties involving vehicles that you are unable to sort out, you should discuss the situation with your Housing Management Officer to see if we can work out an acceptable solution.
- c. Please behave in a reasonable and neighbourly way if there are a limited number of parking spaces.
- d. You must ensure that your vehicle does not cause damage to grassed areas or is parked inconsiderately.
- e. Large commercial vehicles must not be parked outside or near your home.
- f. You need our permission, in writing, if you want to create a parking area in your garden.

Section 9. Leaving your home and ending the tenancy

- a. If you give us notice, you should do so on a Notice of Termination form, which you can get from your housing office, or complete online on Kirklees Councils website.
- b. If you hand in your notice and then change your mind, we do not have to give you the tenancy back.
- c. If a tenancy is in joint names, both tenants should sign the Notice of Termination when they decide to leave. However, one joint tenant can give notice which binds the other, even without his or her permission. The law says that ending a tenancy in this way is valid against the other tenant if it is done properly. If you give us notice in this way, we do not have to re house either of the joint tenants, although we may do so in special circumstances.

- d. We will need to inspect your home before you leave. This will be arranged during the notice period. This may include bringing possible new tenants to look at your home.
- e. If we cannot get into your home after your notice has ended, either because you have not returned the keys or have not left the property empty, we may claim compensation for any loss we suffer.
- f. If you have difficulty moving items of furniture or rubbish when you leave, please contact your housing officer for advice. The council has a scheme for removing bulky household items.
- g. When you end your tenancy, you must not leave anything behind, including rubbish, unless you have agreed to with your housing office. If you leave anything inside or outside your home we will charge you for removing this.
- h. When you end your tenancy, you must pay for repairing any damage which you, or anyone in your household, has caused deliberately or by neglect. You will not have to pay for normal wear and tear.
- i. If we have to carry out work which we can charge you for and which we must do before we can re-let the property, we may charge you for the lost rent while we are doing this work.
- j. If someone, other than your husband or wife, takes over a tenancy when you die and the home is bigger than they need, we may have the right to move them to more suitable accommodation. This also applies if the property was specially adapted for a disabled person who no longer lives there.

Section 10 & 11 – No Notes

Section 12. Fraud.

- a. If you suspect a property is being used fraudulently ie: you think someone in your area may be subletting their home or living elsewhere, please report this to us. Any information you give us will be treated in confidence and your identity will be protected.

General Information

Where you are required to obtain written permission for any matter set out in the agreement, a tenant must seek permission in writing. The tenant must send the request to the housing officer and await a response. No action should be taken until a formal response to the request has been received.