

Your housing Tenancy Agreement



Issued by Newark and Sherwood District Council

It is important that you read and understand this tenancy agreement as it sets out the conditions of your tenancy.

The Council's purpose is:

'Serving People, Improving Lives'

The Council's values are:

Ambitious and forward thinking

Focused on achieving the very best and always looking to improve and innovate

Caring and compassionate

Sensitive to the different needs and circumstances of others; seek to empower people to fulfil their potential

Commercial and business-like

Careful and creative with resources; securing value for money

Professional and reliable

Consistently delivering on promises; trusted to providing good quality and demonstrating integrity

Welcoming and responsive

Approachable, open to feedback and challenge and swift to act.

If you have any questions regarding your tenancy then please contact us.

If you would like this document in another language or format, or if you require the services of an interpreter, please contact us.



Prosimy skontaktować się z nami, jeśli chciał(a)by Pan(i) uzyskać ten dokument w innym języku lub formacie albo też potrzebuje Pan(i) skorzystać z usług tłumacza ustnego.

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。

Se gostaria de ter este documento noutra idioma ou formato, ou se necessita de um intérprete, contacte-nos.

(Polish)

(Mandarin)

(Portuguese)



Signing



Audio Tape

V.8

Terms and Definitions used within this Agreement:

- **Agents**

People or companies who work on our behalf.

- **Assign**

This is the transferring or giving another person the tenancy of the property

- **Customer Service Team**

First point of contact for accessing Newark and Sherwood District Council

- **Communal areas**

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

- **Council**

Newark and Sherwood District Council (also referred to as the landlord)

- **Demoted tenancy**

A secure tenancy, which is terminated and replaced with a demoted tenancy by order of the court. Demoted tenants have reduced rights similar to those of an introductory tenancy. In cases of anti-social behaviour we may apply to the county court to have a secure tenancy reduced to a demoted tenancy.

- **Employees**

Any contractor, agent or anyone employed by us.

- **Garden**

Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls, permitted hard standing and fences.

- **Introductory tenancy**

A tenancy under Part V of the Housing Act 1996, which lasts for a trial period of 12 months (can be extended for a further 6 months in certain cases) and may then become a secure tenancy. In certain circumstances where an applicant has held an introductory tenancy with either another Local Authority or Housing Association, immediately prior to gaining a tenancy with Newark and Sherwood District Council, the length of this previous tenancy may be included in the 12 month trial period.

We can ask the court to end the tenancy if we have given you a notice saying that we intend to do so and you will have less protection than a secure tenant

- **Introductory tenant**

A tenant who has an introductory tenancy as defined in chapter 1 part V of the Housing Act 1996

- **Lodger**

A person who pays you money to let them occupy rooms in your property, but doesn't have exclusive occupation of any part of the property, and who doesn't have the same rights as a subtenant.

- **Neighbours**

Everyone living in the area near your property, including other council tenants, people who own their own homes, live in privately rented accommodation, and housing association tenants.

- **Partner**

A husband, wife or someone who lives with you as a husband or wife. 'Partner' includes a partner of the same sex.

- **Property**

The home you live in and of which you are the tenant, including any garden but not including communal areas

- **Relatives**

Members of a person's family including their: spouse or partner (including civil partner) parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.

- **Secure tenancy**

A tenancy under Part 4 of the Housing Act 1985. A secure tenancy can only be ended by the landlord obtaining a court order. As a secure tenant, you have more protection than an introductory tenant

- **Secure tenant**

A tenant who has a secure tenancy. An introductory tenant may become a secure tenant after the end of the trial period (12 or 18 months).

- **Service charge**

This is a charge we make when we provide services for you, such as a laundry or when we clean communal areas. Your agreement will state whether you must pay these charges as part of your tenancy agreement

- **Supported housing**

Housing designed for older people or people with disabilities where there is an alarm system and responsive warden service. We only offer supported housing to people who are over the age of 60 or who demonstrate a need for this type of accommodation.

- **Sublet**

Giving another person the right to live in part of the property. (They are called a 'subtenant') Secure tenants may only sublet part of the property if they have our written consent.

- **Regulator for Social Housing**

The independent regulator for social housing in England.

- **Vehicle**

A car, bus, lorry, motorbike, bike and caravan or motor home.

- **We, us, our**

Newark and Sherwood District Council

- **Written permission**

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

- **You, your**

The tenant and, in the case of joint tenants, each and all of the joint tenants.

Section 1 Your Tenancy Agreement

- 1a** By signing this agreement you are agreeing to become a tenant of Newark and Sherwood District Council.
- 1b** You are entering into a legal contract with the Council. If there is anything in this agreement which you do not understand, you should contact us or get advice from Citizens Advice Bureau, a solicitor or Housing Advice Centre.
- 1c** Tenants, also living in properties managed by Newark and Sherwood District Council, who are your neighbours, have exactly the same rights and responsibilities as you have (but introductory and demoted tenants do not have the same protection from losing their home as secure tenants). **Please note:** You are responsible for anything that you do in relation to your property or the tenancy, and you are also responsible for anything your friends, relatives (including children) and any other person living in or visiting your home do in relation to your property or the tenancy.
- 1d** There are two kinds of tenancy:
- Introductory tenancy
 - Secure tenancy
- 1e** The central page of this agreement will tell you whether your tenancy is an introductory tenancy or a secure tenancy.
- 1f** 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.
 - We built or adapted your property for a person with physical disabilities, and:
 - i. you no longer need that type of home; and
 - ii. we need your property for someone else with disabilities.
 - We need to renovate or carry out major repair to your property which we cannot do unless you move out.
 - You find another home and stop using your property as your main home.
 - There is any other reason under the Housing Act 1985, The Housing Act 1996, The Housing Act 2004 or any other law, which allows us to interfere with your rights.

If any of the above applies, we may take legal action against you to end your tenancy and repossess your home. We may, for example, apply to the court for a demoted tenancy (if you hold a secure tenancy) or an injunction. If we take legal action, you will be responsible for court costs.

Section 2 of this tenancy agreement relates to introductory tenants only

Sections 3 to 13 relate to introductory and secure tenants, unless otherwise stated.

Notes

If you are having difficulties understanding any of the conditions in this tenancy agreement, you must contact us as soon as possible. That way we can work with you quickly to give you support, advice or help to sort out any problems without having to take legal action.

We can offer support or ask other support agencies or partners to help you. Below are just a few examples of the type of support we can give or help you to access:

- Giving you advice about rent arrears (unpaid rent), any benefits you might be entitled to and managing your money.
- Giving you advice about looking after your garden.
- Putting you in contact with support agencies who can help you with things such as fitting equipment and adaptations to your house, or helping you if you misuse alcohol or drugs.
- Giving you advice about the repairs we are responsible for and what you should do about the repairs you are responsible for.
- We may provide access to a mediation service. This service could help you to sort out any problems you may have with your neighbours.

We want to support tenants as much as we can, but please remember that if you do not follow the conditions of this tenancy agreement or refuse to act on our advice, help or support, you could lose your home.

Section 2 Introductory Tenants only

2 a You will start your tenancy as an introductory tenant unless, immediately before the tenancy starts, you are already a secure tenant or an assured tenant of a registered social landlord, or other special circumstances provided for by law apply.

2 b Your introductory tenancy will last for 12 months (this could be extended in certain circumstances to 18 months if the tenancy has not been completely satisfactory), which is called 'the trial period'. At the end of the trial period, your tenancy will become a secure tenancy. But if you break any condition of your introductory tenancy, it may come to an end before one year is up. If you do this, we can ask the court to give us an order for possession of your property. In that case, you would have to leave your property or we would take possession of your home if you refused to leave.

As an introductory tenant you do not have security of tenure (which means that we have the right to get a possession order from the court).

We can obtain possession of your property by giving you a written notice of our intention to terminate your introductory tenancy. The notice will set out our reasons for wanting possession of your property and it will give a date after which we may go to court. However, you have a right to a review of our decision to evict. If you request a review, it will be completed before the date in the notice.

2 c If you breach the conditions within the first 12 months of your introductory tenancy, or there are other circumstances where we lawfully require possession of the property, we may serve a notice on you which will mean you will continue to be an introductory tenant for a further six months.

2 d By law, during your introductory tenancy you do not have the same rights as a 'secure tenant'. You cannot:

- apply for the right to buy your home; or
- take part in a vote to change the landlord.

2 e In certain circumstances, we may give you permission to:

- take in a lodger;
- sublet your home;
- make a structural change to the property; and
- apply to exchange your home.

2 f You must get our permission (which will not be unreasonably withheld), in writing, to do any of the things mentioned in condition 2e above. We may refuse permission if you do not meet certain conditions or we may include conditions in our written permission. If you do any of the things mentioned in condition 2e above, either without asking our permission or when we have refused permission, or if you break any condition included as part of our permission, we may take steps to obtain possession of your property from you. (See condition 2b.)

3 Our rights and responsibilities – for all Tenants

3 a We will keep the structure and exterior of your home in repair.

3 b We will keep essential installations for the supply of water, gas, electricity, sanitation and heating in repair and proper working order. We will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the premises, supplied by a third party, where such failure is not caused by an act or omission on our part.

3 c We will complete repairs which we are responsible for under law.

3 d We will follow the terms of the Data Protection Act 1998 and General Data Protection Regulation 2016/679 (Data Protection Law) and will safely manage and protect any information we hold about you. However, where the law allows us and where it is relevant, we may share this information with other business partners, contractors or statutory agencies. This includes the following laws (but there are others):

- Code of Data Matching Practice 2008
- Section 115 of the Crime and Disorder Act 1998.

We will also give Nottinghamshire Fire and Rescue Service your name and address so that they can contact you to arrange a free fire-safety assessment of your home. Nottinghamshire Fire and Rescue Service will keep your details confidential under the terms of Data Protection Law.

3 e Under sections 102 and 103 of the Housing Act 1985, subject to certain limited exceptions, we may change any of the conditions of this tenancy agreement. (Changing the rent is mentioned in condition 5e.) The act sets out the procedure we must follow which says that we must talk to you and our other affected tenants about the change and, once we have consulted you, give you at least four weeks' notice before the change takes place. You do not have the right to prevent the change being made if, after talking to you and taking your comments into account, we decide to make the change. (It is important that you keep the notice safe so that you always know what your responsibilities are in relation to your tenancy agreement.)

3 f If there is a disagreement about the conditions of your tenancy which we cannot sort out with you, the court has the power to make the final decision.

3 g We have a right, upon giving you 24 hours' written notice, to come into your home at all reasonable times to inspect it or to carry out work in your property or an attached property. The Council, our employees, contractors, subcontractors and agents also have this right. (We do not have to give you 24 hours' notice in an emergency).

3 h If you do not let our employees, contractors, or subcontractors into your property after we have given you 24 hours' written notice (under paragraph 3g or without notice in the case of an emergency) we may:

- apply to the court for an order to allow us to enter your property to carry out work or inspect it (you may also have to pay our costs of going to court); or
- in an emergency, tell our employees, contractors or subcontractors to enter your property straight away (in which case we will put right any damage we cause). We may charge you the cost of repairing the damage we caused to get into your home if you knew we needed to enter your property and you refused to let us, our employees, contractors or subcontractors in.

3 i We are not responsible if your possessions are lost or damaged unless we have lost or damaged your possessions through our negligence in your home. We are not responsible for putting right damage to your property that you have caused, even if you did it by accident. This also includes damage caused by any member of your household, or any lodger, subtenant or visitor.

3 j We will have properly served on you, any notice relating to your tenancy if we:

- give it to you personally;
- post it to you at the tenancy address;
- deliver it to or leave it at your property; or
- give it to someone acting on your behalf (for example a solicitor, parent, son or daughter).

Additional Information

If we do not meet our responsibilities as we promise in this tenancy agreement you can do the following.

- Speak to our staff.
- Use our complaints procedure.
- website at www.newark-sherwooddc.gov.uk
- Contact the Local Government Ombudsman or Regulator for Social Housing

Home contents and buildings insurance

We strongly advise you to insure the contents of your home and insure the building of your home for accidental damage. We do not insure our properties against accidental damage so if you accidentally damage the structure or fittings in your home, we will charge you the cost of putting things right. For example, if you accidentally nail through some pipes while decorating, it is your responsibility to put this right. If you had your own buildings insurance that covers accidental damage, you should be able to reclaim the cost of this work.

4 Your rights and responsibilities – for all Tenants

4 a This agreement gives you the right to live in your property.

4 b You can live in your property without interference from us for the length of your tenancy (except if our employees, contractors or subcontractors need to come into your home as a condition of your tenancy agreement) as long as you (and your friends, relatives and any other person living in or visiting your property) follow the conditions of this tenancy agreement and demonstrate respect for the rights of other people living or working in or visiting your area.

4 c Data Protection Law gives you certain rights relating to the information we keep about you on file. The main rights that you have (which may be limited) are to:

- see the contents of the file;
- have a copy of the file or parts of it if you pay a charge;
- ask for any information that is not accurate in the file to be corrected.

In particular, the file will contain the details you have given us on your application for the tenancy or for transferring your tenancy. We will give you these details free of charge.

4 d You have the right to see our policies on housing, rehousing and exchanging properties. In certain circumstances, we may charge you if you ask for copies of these policies.

4 e You have the right to be consulted about any proposals we make to change the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to services or facilities for council tenants. The consultation procedure is set out in sections 105 and 106A of the Housing Act 1985.

4 f If you die, whilst you are a tenant, your tenancy can pass to your spouse or civil partner, as long as they occupy the property as their only or principal home at the time of your death. If you are not married and do not have a partner when you die, your tenancy will pass to a relative but only if, at the date of your death, they were living with you as their only or principal home and had been living with you without a break for the previous 12 months. This is called 'succession'.

If you have two or more relatives, who are qualified to succeed they may agree between them who will succeed, but if they don't agree we will decide between them. If you want to tell us who you want to succeed to your tenancy before you die, we will take this into account.

4 g By law, a second succession is not possible (that is, if you are the successor to the tenancy and you die), but in certain circumstances we may pass the tenancy to a relative. Ask your housing officer for more information.

4 h In certain circumstances where a succession takes place, we may invite the successor to move to another suitable property. If they refuse to move, we may apply to the court for a possession order. These circumstances are if the property:

- is adapted for people with disabilities and the successor does not need that type of property;
- is 'supported', or specifically designed for elderly people and the successor is not an elderly person
- is specifically designed for disabled people, and the successor is not a disabled person; or
- is under occupied.

There are more details about how we may obtain possession in these circumstances in schedule 2 of the Housing Act 1985.

- 4 i** If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to your property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the temporary accommodation. If this happens, you may have to pay our legal costs and court costs.
- 4 j** If we move you into temporary accommodation you must continue to follow the conditions of your tenancy agreement.

Conditions 4k to 4n apply to secure tenants only

- 4 k** You have the right to take in a lodger as long as your property does not become overcrowded.
- 4 l** You must not sublet, or assign any part of your property unless we give you permission in writing, which will not be unreasonably withheld.
- 4 m** You have the right to exchange your home with another tenant of Newark and Sherwood District Council, any other council tenant or a tenant of a housing association. You must ask for our written permission before you exchange and we may refuse the exchange if you do not meet certain conditions covered by the law.
- 4 n** In certain circumstances you have the right to buy your home. Please contact Newark and Sherwood District Council for details.

5 Rent

5 a Your tenancy is a weekly tenancy from Monday to Sunday. The weekly rent is due each Monday and you must pay it on time. You must make sure that your payment day and chosen payment method allows sufficient time for your payment to be credited to your rent account by the end of the week. If your rent account is not clear at the end of every week, you will be in arrears. Normally there are 52 Mondays in a year, and we grant four 'no rent due' weeks which means that payment is due on 48 weeks. Occasionally there are 53 Mondays in a year, and on those occasions rent is due on 49 weeks. The amount of your weekly rent is shown in the central page of this tenancy agreement.

5 b Your weekly rent is made up of one or more amounts which are shown in the central page of this tenancy agreement. These charges are for:

- the basic rent;
- the heating charge (where applicable);
- the insurance charge (if you take out cover under our insurance scheme);
- the service charge (where applicable);
- the supported housing service and alarm system (where applicable)

5 c We work out your weekly rent by adding up all of these amounts. This is the weekly rent you must pay under condition 5a above. This total weekly rent is also shown in the central page of this tenancy agreement.

5 d You must pay your weekly rent every week or at any other time that you and we agree to.

5 e We may change any of the amounts shown in condition 5b above, and so your total weekly rent, by giving you at least four weeks' notice in writing. The notice will say what change we are going to make and the date on which the change will happen. From that date, under condition 5a, you will be responsible for paying the new weekly rent. (It is important that you keep the notice safe so that you always know what your responsibility is).

5 f If you do not pay your weekly rent (that is, all the amounts shown in the central page of this tenancy agreement) when they are due, we may ask the court to make an order so we can have possession of your property. We may then take steps to evict you. You may also have to pay legal costs and court fees on top of the rent that you owe.

5 g If you owe money from a previous tenancy with Newark and Sherwood District Council, details of the amount will be set out as an addendum to this tenancy agreement. By signing this agreement you are agreeing to repay the money you owe us.

5 h If you are a joint tenant, you are both responsible for all of the rent and any other charges for your property when they are due, not just liable for a proportionate part of them.

5 i We may offset any money that you owe us against any money we owe you. For example, if we demolish your home, we will give you a payment called a home loss payment. If you owe us rent, we would deduct this from the home loss payment before we paid any remaining balance to you.

6 Anti - social behaviour

Newark and Sherwood District Council aims to deliver the best possible service for tenants who are experiencing anti – social behaviour, this includes taking appropriate and proportionate action against perpetrators in line with the conditions captured in this section.

When tackling anti - social behaviour on the estates throughout the district Newark and Sherwood District Council implements our Anti - Social Behaviour Policy; a copy of this policy can be found on our website or by contacting us.

Very Important: You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions 6a to 6k below. If they do, you will be held responsible under the terms of this agreement as if you had done any of them yourself.

6 a You must not use your property to carry out illegal or immoral activities or act antisocially in your property or in the locality.

6 b You must not, in your property or in the locality, use, possess, produce, or supply any drugs or substances that are illegal under the Misuse of Drugs Act 1971 or under any part of the criminal law.

6 c You must not do anything in or to communal areas which:

- is antisocial;
- is illegal or immoral;
- may be a nuisance or annoyance to other people who use those areas;
- will damage the communal areas; or
- will cause a health and safety risk.

6 d You must not:

- physically or verbally abuse; or
- intimidate.

Do anything that creates a health and safety risk to our employees or people acting on our behalf while they are performing their duties.

Physical abuse includes, but is not limited to, any actual or threatened assault, attack, violent act or aggression.

Verbal abuse includes, but is not limited to, any unreasonable abusive or foul language that is intended to or likely to cause alarm, distress or in order to intimidate somebody.

6 e You must not cause, or do anything likely to cause, any nuisance to, or annoy, offend or harm, any:

- neighbour;
- other Council tenant;
- other person living, visiting or otherwise engaging in a lawful activity in the locality, or any member of their household, lodger, subtenant or visitor.

6 f You must not damage any property or belongings of the Council, any neighbours, any other Council tenant, any other person living, working or visiting in the locality, or any member of their household, lodger, subtenant or visitor

6 g You must not discriminate or threaten to discriminate against, intimidate or harass anybody in any way because of their age, gender, disability, race, religion or belief, or sexual orientation.

Discrimination, intimidation or harassment because of someone's age, gender, disability, race and nationality, religion or belief, transgender identity or sexual orientation will include any act of verbal or physical abuse directed at a person or people because of these reasons, when the victim believes that the attack is hate related or there is direct evidence of a racist reason behind the abuse. It is very different from other forms of harassment. Racial harassment and hate crime is classed as a criminal offence and you will be breaking these conditions of tenancy if you commit it or allow it to be committed. When dealing with incidents of hate crime and/or racial harassment we implement our Anti-Harassment Policy; a copy of this policy can be found on our website.

6 h You must dispose of your household waste, furniture or other belongings properly. You must take reasonable care to make sure that they are not left in communal areas, your garden or the area near your property. You must also make sure that they do not cause a nuisance or annoyance to any person or create a health and safety risk.

6 i If your property is a flat with communal areas, it is your responsibility to keep these areas clean, tidy and free from any dangers. In some flats we employ contractors to clean communal areas; however it remains your responsibility to keep these areas clean, tidy and free from dangers.

6 j You must not use (or let anybody else use) any device or equipment, or do anything (or let anybody else do anything), which creates so much noise that it causes a nuisance or annoys your neighbours at anytime.

6 k You must not be, or threaten to be, violent towards or abuse (psychologically, physically, sexually, financially or emotionally) your partner, relative or any other person living with you as a member of your or your partner's family.

If you threaten violence towards or abuse anybody including any other person living with you as a member of your or your partner's family in your property, we may take action against you, including taking steps to evict you. We may also ask another agency to take action, such as the police.

If someone is forced to leave the property because of your threatening behaviour, violence or abuse or through fear of threatening behaviour, violence or abuse, we can take action to end your tenancy and evict you from the property.

7 Using your property

- 7 a** You must live in your property as your only or main home. If you expect to be away from your home for longer than 6 weeks, you must tell us. (If you are a secure tenant but stop living in your property as your only or main home, you will stop being a secure tenant and you will lose some of your protective rights against eviction.) If we have reason to believe that you are not living in your property as your main home, we may ask the court for a possession order against you.
- 7 b** Once you have signed your tenancy agreement, you must move into the property on a date agreed with us.
- 7 c** If we have reason to believe that you have not moved into your property or that you have moved out without telling us, we may, for safety reasons, tell the electricity, gas and water services that we believe your property is empty.
- 7 d** You must not allow your property to become overcrowded. We may apply for a possession order if we find that your property is overcrowded.
- 7 e** If you live in any flat or maisonette above the ground floor you must obtain permission from us before laying laminate flooring (or similar material) or glazed vitreous or quarry floor tiling of any kind as this could add greatly to the level of noise heard by another tenant in a property below yours.
- 7 f** You must not run a business from your property without our written permission. We will not refuse permission unless we believe that your business is likely to cause a nuisance to other people, damage the property or create a health and safety risk. As well as getting our permission you should get any planning or other permissions you need. If we give you permission we may withdraw it if the business causes nuisance, damage or a health and safety risk in the future.

Below are some examples of businesses we will not allow you to run from your home.

- A vehicle maintenance business.
- A printing business.
- Any business where you have to use hydraulic equipment, industrial machinery or chemicals.
- A shop or wholesale business where customers would have to visit your property.
- Any business that would result in business vehicles being parked at your property or in the area near your property and causing nuisance and annoyance.
- An animal breeding business.
- Any business that would cause a nuisance and annoyance.
- A haulage or lorry business.

- 7 g** In order to ensure the health and safety of our staff and agents, we request that your property is smoke free when our employees or agents attend your home by appointment

- 7 h** If your property has a door-entry system, you must use it and use it properly. You must not (or allow anyone else to) interfere with the system rendering it ineffective.
- 7 i** If your property has either a hard wired or battery operated smoke alarm, you must not (or allow anyone else to) disconnect the alarm rendering it ineffective.
- 7 j** If your property is supported housing accommodation, it is a condition of your tenancy that an additional charge is made. You can find details of the charges in the central page of this tenancy agreement.

8 Repairs and the condition of your property

8 a You must take care of your property. You must pay us the cost of any repairs to your property that are needed because you have damaged it or neglected it. You are responsible for the costs of these repairs whether it is your fault (with the exception of fair wear and tear and accidental damage by fire) or that of any member of your household, or any lodger, subtenant or visitor.

8 b You are responsible for any repairs which are over and above our responsibilities under law. If you would like to know whether you are responsible for certain repairs, you should contact us.

All the repairs that you are responsible for must be carried out to a good standard. Certified engineers must be used for repairs where appropriate, eg. to gas, heating and electrical installations. Please ask if you are unsure.

8 c You are responsible for:

- decorating the inside of the property, which includes decorating as often as necessary to keep it in good decorative order;
- keeping your property clean and tidy;
- regularly sweeping the chimneys (if you use solid fuels such as coal or wood); and taking reasonable precautions to prevent fire and frost damage to the property;
- ensuring that your use of your property does not constitute a risk to health and safety.
- Testing Smoke Alarms where fitted

8 d You must report straightaway any fault or repair that we are responsible for. This includes faults in:

- the structure and exterior of the building including the roof, chimney stack, drains, gutters, walls, doors and windows;
- any installations in the property, such as your central-heating system or an electric fire, fire alarms (where fitted), smoke alarms (where fitted)
- electrical wiring, gas and water pipes.

8 e In flats and maisonettes we will repair all communal parts including halls, stairways, lifts, passageways, rubbish chutes, lighting and other amenities provided for common use.

8 f Any work, which you are responsible for under condition 8c above, must be carried out properly. If you do not meet your obligations under conditions 8c and 8d, you will have failed to take care of your property under condition 8a.

8 g You are responsible for repairs which are necessary because you failed to report another repair to us in good time that you knew about or should reasonably been aware of for example a leaking overflow causing damp to the property.

- 8 h** You have the right to make any alterations, improvements or adaptations to the property and it is essential that you obtain written permission from us **before** doing any of the work. The work you propose may also require Building Regulation approval or planning permission or both. You are responsible for repairing and maintaining all improvements and fixtures and fittings you fit in your home, for example if you fit your own kitchen.
- 8 i** In certain circumstances where a tenant is making an excessive and unreasonable use of the repairs service we may recharge the cost of this service to the tenant.
- 8 j** Responsive repairs are delivered through an appointment system; however where tenants fail to keep a prearranged appointment without reasonable cause a charge of £10 will be recharged to the tenant. There are similar arrangements for tenants to claim compensation for missed appointments, please refer to our Service Standards for further information.
- 8 k** You have a right to have repairs done within published time limits; details of these can be obtained from Newark and Sherwood District Council. If we do not complete the repair by the stated time, you may be entitled to compensation.

Notes

When you report a repair we will tell you if it is our responsibility. If it is we will tell you when we will complete it by.

We will take care of your possessions and clean up after we have carried out a repair at your property.

Always ask to see the identity card of anyone who calls at your home. If you are not sure that they work for us, don't let them into your home and contact us.

9 Animals in your property

Subject to conditions '9a' to '9f' below, you may keep domestic pets at your property without our permission.

Very Important: You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions '9a' to '9h' below. If they do, you will be responsible as if you had done any of them yourself.

9 a Some of our properties are unsuitable for keeping dogs, so you must not keep a dog in these properties. If this applies to your property this will be indicated within this agreement.

9 b You must not keep the following animals at your property:

- Any dog the Dangerous Dogs Act 1991 applies to.
- Any animal the Dangerous Wild Animals Act 1976 applies to.
- Any dangerous animal.
- Any livestock.
- Any animal which causes a health and safety risk in the area.
- Any animal that is not bred to be a domestic pet.

9 c You must not keep an animal in a communal area.

9 d You must not keep an animal in a property which can be accessed only through a communal entrance unless it is a registered guide dog for the blind or a registered hearing dog for the deaf or you have our permission to keep it (which will not be unreasonably withheld).

9 e You must not breed animals at your property.

9 f You must make sure that no animal you keep at your property (or that you are responsible for) causes nuisance or annoys to any:

- tenant of Newark and Sherwood District Council;
- person in the neighbourhood; or
- of our employees, contractors, subcontractors or agents.

9 g You must make sure that no animal kept at your property (or that you are responsible for) causes any damage:

- to your property;
- to a communal area; or
- in the neighbourhood.

9 i If an animal that you keep at your property (or that you are responsible for) fouls in your garden, in a communal area or in the neighbourhood, you must clean up after it and throw away any dog mess.

9 j You must make sure that no member of your household, including a lodger, subtenant or visitor, fails to do any of the things mentioned in condition ‘i’ above. If they fail to do so, you will be responsible.

Notes

In this section ‘animal’ includes birds, reptiles, arachnids, and fish.
We count pigeons as domestic animals (pets).

10 Gardens

- 10 a** You must keep your garden (if you have one) in a good, tidy and safe condition and free from rubbish and weeds. If you fail to do this, we may carry out all the necessary work and recharge you for doing this.
- 10 b** You must cut the grass and hedges in your garden regularly in the growing seasons. Hedges should be kept to a maximum height of 1.8m (6ft) at the rear and 1.2m (4ft) at the front and side.
- 10 c** You must not put up, change or demolish a shed, greenhouse or garage, hard standing, or any other structure in your garden or communal areas without our written permission (which will not be unreasonably withheld).
- 10 d** You are responsible for the pruning and maintaining trees within your garden however you must ask for permission to cut down any tree in your garden (which will not be unreasonably withheld).
- 10 e** You must not plant any tree or shrub which may cause damage to you or your neighbours' properties.
- 10 f** You must not damage the boundary of your property without our written permission (which will not be unreasonably withheld). This includes changing or putting up any fence, hedge or boundary wall.
- 10 g** You must not park a vehicle, boat or caravan in your garden without our written permission, which will not be unreasonably withheld; any permission granted may be subject to conditions e.g. The provision of hard standing dropped kerbs etc. Permission will not be granted if there is a significant adverse affect upon the amenities of neighbouring properties.

Notes

We will not give you permission to remove any tree that is protected by law.

11 Vehicles

Very Important: You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions '11a' to '11e' below. If they do, you will be responsible as if you had done any of them yourself.

- 11 a** You must not park, or allow to be parked, any car, caravan, trailer, motorcycle, lorry or other vehicle on any grass verge, crossover, communal area or paved or grassed area which belongs to us (including the garden areas of your home as stated in section 10g) unless it is an parking area that we have given you written permission to use.
- 11 b** You must not carry out repairs on your car at your property unless it does not cause nuisance or annoyance to your neighbours.
- 11 c** You must not build a parking space, garage or driveway without our written permission.
- 11 d** You must not park any vehicle on a shared driveway on your property or park in a way that blocks other residents' homes or the road or causes a health and safety risk.
- 11 e** If you or any member of your household, lodger, subtenant, or visitor to your property has a motorised disability scooter or wheelchair, you must store it safely and so as not to cause nuisance or annoyance to neighbours. If you live in a property which has a communal main entrance and communal corridors you must only park it in your property or park it safely in communal areas reserved for this purpose.

Notes

We will refuse permission to park a caravan, motor home or other large vehicle on a parking area in or near your property if doing so will:

- cause a nuisance or annoyance your neighbours;
- damage your property; or
- cause health and safety risks
- Fire risks

12 Ending your tenancy

- 12 a** When ending your tenancy you must give us not less than four weeks' notice, in writing that ends before 12 noon on a Monday.
- 12 b** When your tenancy ends, you must leave your property and hand the keys in to us at or before that date and time. If we have to change the locks at your property we will charge you for doing so.
- 12 c** You must remove all your furniture, personal belongings and rubbish from your property (including gardens, outbuildings and communal areas) by the date your tenancy ends. You will be responsible for all reasonable removal and/or storage charges when items are left in the property. We will remove and store for one month. We will notify you of this at your last known address. If the items are not collected within one month we will dispose of them and you will be responsible for the reasonable costs of disposal. We may deduct the costs from any sale proceeds and if there are any costs outstanding you will be liable for these.
- 12 d** You must remove any greenhouse, garage, shed or other structure you have put in your garden unless we agree that you can leave it. If you do not, we will remove them and charge you for doing so.
- 12 e** You must make sure that any member of your household, lodger, subtenant or visitor leaves your property when your tenancy ends. If you fail to do so, and we have to apply to the court to make an order asking that person to leave your property, we may also ask the court to order you to pay us our legal costs and court fees and any rent we have lost until your property is empty.
- 12 f** You must make sure that any fixtures and fittings that you have installed or improvements you have made are in good condition and good working order. If they are not, we will put things right and charge you for doing so.

13 Health and safety

You, any member of your household, lodger, subtenant, or visitor to your property must not do the following.

13 a Use or store butane or propane gas within the boundary of your property (this includes your garden and any outbuildings), other than those required for general household use.

13 b Store petroleum spirit or any other highly flammable liquids in your property, other than when it is contained in the tank of a motor vehicle parked at your property in line with these regulations.

13 c Keep a motorcycle or any other vehicle inside your home or communal areas.

