

Tenancy Agreement

Foreword

We want you to enjoy living in your home and consider that it is important that we make it clear from the commencement of your tenancy, what you can expect from us and what we will expect from you. This document sets out your rights and responsibilities and also our responsibilities to you (as a landlord) under this Tenancy Agreement.

We are committed to ensuring that your home and the services we provide are of the highest standard possible. We want you to live in a peaceful, pleasant neighbourhood free from anti-social behaviour. We expect you will look after your home and treat your neighbours in the way you would expect to be treated yourself.

If we fail to meet our responsibilities under this Tenancy Agreement we expect you to tell us and provide us with the opportunity to put things right. If you breach this Tenancy Agreement we will tell you and may provide you with a chance to put things right.

If you fail to take up any opportunity provided to you to correct any breaches of this Tenancy Agreement then we may take legal action against you and you may lose your home. We consider this approach is fair and reasonable which will allow all our residents to live happily in their homes and communities.

Please remember you must pay your rent when it is due. If you are having difficulty in paying your rent please contact us immediately.

Please read this Tenancy Agreement carefully before accepting a tenancy. When this Tenancy Agreement is signed by you, the conditions within become legally binding on you as a tenant(s) and us as your landlord.

Paul Parkinson, Director of Housing and Assets/Deputy CEO
Ashfield District Council

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Definitions

In this Agreement, the following words have the meanings given below:

Anti-Social Behaviour	Acting in a manner that causes or is likely to cause, harassment, alarm or distress to one or more persons not of the same household.
Animal/Pet	Domestic animal - Including bird, insect, reptile, spider, fish.
Assignment	Passing the rights in full of your secure tenancy to somebody else where permitted by the Housing Act 1985.
Communal Areas	Areas which you share with other tenants such as stairs, entrance halls including door entry system, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays, or hard standings.
Communal Aerial System	This is an aerial system provided and maintained by us for blocks containing more than four flats and sheltered schemes.
Demotion	A tool to combat anti-social behaviour which results in reduced rights and less security from eviction.
Employees	Includes any contractor, agent or anyone employed by us.
Fixtures and Fittings	All appliances and furnishings (not removable) in the Property including those supplying or using gas, electric and water.
Garden	Ground enclosed within the boundary of the Property, including but not limited to, decking, flower beds, grass, hedges, lawns, paved yards, ponds, shrubs and trees.
Hardstanding	A driveway or paved area used for parking a vehicle
HHSRS	Housing Health and Safety Hazard Rating system.
Independent Advice	You can get independent advice about your tenancy and your rights from the Citizens' Advice Bureau and Shelter Housing Advice Centres.
Improvement	Any alteration or addition to the Property.

Introductory Tenancy	A tenancy which lasts for a trial period of up to 18 months which may then become a secure tenancy unless you have breached your tenancy conditions.
Introductory Tenant	A Tenant who has an introductory tenancy.
Injunction	A Court Order requiring a tenant or person to do, or refrain from doing specific acts.
Joint Tenancy	Joint Tenants are responsible, jointly and individually, for the rent, charges and obligations of the tenancy.
Local Area	In the locality of your home and/or elsewhere in the Ashfield District.
Lodger	A person who you allow to live in your home with or without payment.
Neighbours	Everyone living or working in the locality of your home.
Non Dependent	An adult living with you who is not their lodger or partner.
Notice of Seeking Possession	A legal document that is served by us prior to taking possession action against you.
Notice Period	The period of notice required by either party to bring the tenancy to an end. This is normally four weeks notice.
Notice to Terminate	The legal document you must complete to bring the tenancy to an end.
Partners	Members of a couple in a relationship (including same gender relationships), who are living together.
Property/Your Home	The housing accommodation and any garden, yard, outbuilding, garage, fence, or wall, owned by Ashfield District Council, let to you under the Tenancy Agreement.
Relatives	Parents, children, grandparents, grandchildren, brothers, sisters, uncles aunts, nephews, nieces, step relatives and adopted children.
Rent	The weekly charge payable by you to live in the accommodation.
Secure Tenant	A tenant who has a secure tenancy under the Housing Act 1985.
Sheltered Accommodation	Properties situated in a group setting and usually within the same building with communal facilities.

Sublet	Giving another person(s) the exclusive right to live in part of your home.
Tenant	The person(s) who signs the tenancy agreement.
Tenancy Agreement	This agreement containing the terms, conditions and obligations of your tenancy.
Tenancy Charges	Financial obligations arising from your tenancy which includes but is not limited to: rent arrears, recharges, heating, hot water, garage rent, lifeline in specialist 60+ designated properties, other service charges, and charges for property damage.
Utilities	Gas, electricity, water.
Vacant Possession	The Property is unoccupied and empty of possessions.
Visitors	People not living with you but who come to your home.
Vehicles	A car, bus, lorry, motorbike, boat, caravan, trailer, scooter, motorised transport or similar.
We, us and our	The Landlord, Ashfield District Council of Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham NG17 8DA and Employees, contractors and everyone working on behalf of the above.
Written Permission	A letter from us giving you permissions in response to a request you have made.
You and Your	The tenant, or in the case of a joint tenancy, tenants.

Terms of Tenancy

1. Introduction to the Tenancy Agreement

1.1 This agreement contains the terms, conditions and obligations of the tenancy between you, the tenant and Ashfield District Council. You should read this agreement carefully to ensure that you understand and accept its contents, as it contains important information about your tenancy. If you do not understand any part of this agreement we strongly recommend you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre before you proceed.

1.2 This tenancy agreement is used for:

- An Introductory Tenancy
- A Secure Tenancy

By signing this agreement, you are entering into a legal contract with us and will become either an introductory or secure tenant. Within this document we tell you whether your tenancy is an introductory or a secure tenancy. If you have an introductory tenancy, we also tell you the date it will become a secure tenancy. Table A below shows in brief the rights of introductory and secure tenancies.

Table A

Legal Rights of Tenants	Secure Tenants	Introductory Tenants
Right to succession of spouse/civil partner	Yes	Yes
Right to succession of family members	Yes in certain cases	Yes in certain cases
Right to Repair (Regulations)	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to Assign	Yes	Yes
Right to Buy	Yes in most cases	No
Right to take in lodgers	Yes	No
Right to sub-let (part of your home)	Yes	No
Right to improve (with written permission)	Yes	Limited to certain items
Right to Mutually Exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on decision to delegate housing management	Yes	Yes
Right to participate in housing management contact monitoring	Yes	Yes

- 1.3 If you had a secure tenancy immediately before entering into this tenancy agreement you will remain a secure tenant. As a secure tenant you have the right to live in your home (right to possession) so long as you comply with this tenancy agreement. We will not interfere with your right to possession unless the court grants us permission. A Notice of Seeking Possession/Demotion must be served on you before any legal action could begin to end your secure tenancy.
- 1.4 An introductory tenancy is a tenancy for a trial period for for the first 12 months (or 18 months if it is extended).

Within that time, you must demonstrate to us that you are able to comply with the terms and conditions of the tenancy agreement, for example:

- You must not behave anti-socially or cause a nuisance or harass other people
- You must pay your tenancy charges on time.
- You must look after your home in a reasonable manner.
- You must allow access to our staff, agents or contractors for introductory tenancy reviews, property inspection visits and to undertake works to the property.

Your introductory tenancy will automatically become a secure tenancy after one year unless you breach any of the terms and conditions within this agreement. If you do breach the conditions we may serve you with a notice to extend the introductory tenancy period by six months. if the breach is serious, we will consider serving you with a notice of possession proceedings to end the tenancy altogether. As an introductory tenant, you will have fewer legal rights and if there are problems it is easier to evict you.

- 1.5 Legal action to evict you may mean you incur legal costs. You can ask us to review our decision to end or extend your introductory tenancy. If we apply to the court to end your introductory tenancy, the court will grant the order for possession providing we have followed the proper procedure.
- 1.6 If you have signed this tenancy agreement with someone else you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for the tenancy. If one tenant leaves the home both tenants remain responsible for adhering to the tenancy agreement. Your rights and responsibilities cannot be split or shared between you. If one of you ends your joint tenancy this will have the effect of ending the tenancy for each of the joint tenants.
- 1.7 Your tenancy starts on the date set out in this agreement. It continues from week to week until you or we end it.
- 1.8 As long as you pay your rent and keep to the terms and conditions of your tenancy agreement, we will not normally ask the court for a possession order. However there may be occasions, for example, when we need to move you to a new home if your home is to be demolished.

- 1.9 **If you have difficulty keeping to your tenancy agreement, you must contact us as soon as possible.** We can then provide you with support, advice or help to sort out any problems you may be experiencing. This may avoid us having to take legal action against you.
- 1.10 You must occupy your home as your only or main home. If you acquire another property, you must continue to live in your home which forms part of this tenancy agreement or you will cease to be a secure tenant. In such circumstances we may ask the court for a possession order.
- 1.11 We are committed to the prevention and detection of fraud and participate in data monitoring exercises for this purpose. We advise you that the data held by us in respect of your tenancy will be used for the prevention and detection of fraud. We may also share your data with others as permitted in law. We will take photographs of all new tenants. Photographs help us prevent social housing fraud, and for us to help you in the case of an emergency, for example fire, flood etc.

2. False Statement

- 2.1 You or someone acting on your behalf must not make a statement which you:
- Thought could be false, or
 - Be involved in anyway in supplying information which may deceive an officer of the Council in allocating you this property.

We will take legal action to obtain possession of your home in any such circumstance.

3. Payment of Rent and Charges

- 3.1 Payment of rent and other charges associated with your tenancy is one of your most important obligations under this Tenancy Agreement. Prior to you signing for the tenancy, we will inform you of the amount of rent and tenancy charges which are payable for the property.
- 3.2 The rent and other charges associated with your tenancy are due every Monday in advance. Rent payment and tenancy charges can be paid by a frequency other than weekly by prior arrangement. If you pay at any other interval than weekly, the rent must always be paid in advance and be cleared on your rent account in advance of the due date to ensure your rent account never falls in to arrears, to avoid recovery action taken against you.
- 3.3 You must pay the first week's rent and other tenancy charges when you sign for your tenancy agreement. You must not withhold your rent payments or any tenancy charges for any reason whatsoever.
- 3.4 There are occasional 'free' weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your rent and other tenancy charges in these free weeks.

- 3.5 You must pay any debt outstanding to us in full e.g. unpaid rent, tenancy charges, and charges for damage to your home.
- 3.6 If you are joint tenants you are each responsible for the rent and tenancy charges, both jointly and separately. This means that we can recover arrears from you jointly or each of you individually. The Council can recover all arrears owed to it, as a result of the responsibility from either individual joint tenant. This means if one joint tenant leaves, the remaining tenant or tenants are responsible for the total of any arrears outstanding together with ongoing rent and tenancy charges.
- 3.7 If you have any difficulty paying your rent or tenancy charges, you must contact the Income Team immediately.
- 3.8 You are responsible for making any claims for benefits towards your housing costs.
- 3.9 If you do not pay your rent, rent arrears or tenancy charges and are in receipt of welfare benefits, we may seek payments directly from your welfare benefits towards the debt.
- 3.10 You must repay the Council any overpayment in Housing Benefit (or any other benefit that replaces it) which, by law the local authority (or whoever is responsible for processing this benefit) can claim back. The overpayment may be taken from your rent account.
- 3.11 If you do not pay your rent, rent arrears or tenancy charges, or you regularly miss payments or pay late the Council can take court proceedings to evict you from your home. These proceedings may incur additional charges such as legal fees and court costs which we will seek from you and which may then be added to the total debt outstanding together with ongoing rent and tenancy charges. The Council will also seek a Money Judgement to recover the debts.
- 3.12 We may vary the amount of rent or tenancy charges you have to pay. You will be notified in writing of any such variation four weeks before any change takes effect. Our usual practice is to change the rent and other tenancy charges annually in April. We can however, change the the annual date and vary charges at any time with the required notice. You can end your tenancy if you do not agree to the new amount of rent and/or tenancy charges.
- 3.13 When your tenancy ends, or legal action results in you having to leave your home, you must pay any outstanding charges to the Council in full straight away. If there are any unpaid sums at the end of the tenancy, we will continue to pursue them which could result in legal action through the Courts to reclaim this debt.
- 3.14 If you owe us any money for any former tenancy or any other debt related to your former property, it is a condition of this Tenancy that you pay that debt in addition to the current rent and tenancy charges.
- 3.15 Should you have any outstanding housing debt or credit from either a current or former tenancy with the Council, this debt or credit may be used to offset other current or former tenancy debts or credit you have with the Council. If a refund of rent is requested due to

there being a credit on the rent account, we reserve the right to retain the equivalent of one week's rent and tenancy charges on the rent account to ensure there is sufficient monies for the rent account to be in advance as stated in this agreement.

4. Use and Occupation of Your Home

- 4.1 You must live in the property as your main home and nowhere else .
- 4.2 If you intend to be away from your home for a period of longer than 28 days, you must inform us. You must provide us with a forwarding address and telephone number/and or the contact details of someone we may contact in an emergency. If you fail to inform us, we will assume that you no longer live in the property as your main home and will serve a Notice to Quit. Following the expiry of the Notice to Quit we will seek possession of the property via the Court.
- 4.3 The people who can live in your home are those you have told us about when you applied for the property. Before anyone can come to live with you for more than 4 weeks, you must get our permission. You must also tell us within 28 days if there are any changes to your household such as a new baby, adopted/fostered children, or anyone leaving your household.
- 4.4 You may take in lodgers as long as you are a secure tenant and the property does not become overcrowded. However, you must get our prior written permission before you take in lodgers. You must also provide details of their name, date of birth, gender, National Insurance Number and former address and details of the rooms that they will occupy. We reserve the right to refuse permission if the proposed lodger is found to be unsuitable in any way.
- 4.5 You must not, without our prior written permission, sub-let part of your home. You must not sub-let the whole of your home as you will no longer be a secure tenant. Introductory tenants will not be given permission to sublet part of their home.
- 4.6 You must not assign your tenancy without our prior written permission. Each request will be considered on a case-by case basis and will be considered in line with housing legislation at that time.
- 4.7 You must not run a business from the property without first obtaining our prior written permission. In granting any permission we will consider various factors. For example these could include planning issues, the amount of noise generated, nuisance likely to be caused to your neighbours and whether damage to the property may occur. If issues are reported, permission may be withdrawn.
- 4.8 You must not place or exhibit any notice board or notice visible from outside the premises advertising any profession, trade or business or any goods or services without our prior written permission.

- 4.9 You or anyone living with you must not use a room as bedroom accommodation where an open flue gas appliance is installed. Where this is identified, we may isolate the appliance until alternative sleeping arrangements have been made.
- 4.10 You or anyone living with you must not allow anyone to sleep in a loftspace, shed, outbuilding, summerhouse, other external construction or communal area in the locality of your home.
- 4.11 You must not store, hoard or keep a large or excessive number of items in the property, that could cause a health and safety, fire or other risk or damage to the property. This includes communal areas, sheds, outbuildings or other areas you may have access to.
- 4.12 You must notify us of any permanent changes in occupation in the tenancy including, for example,
- A new baby;
 - A new partner;
 - Someone leaving the property such as children moving to new homes;
 - Someone dies;
 - You become separated from your partner and they leave the property or;
 - If you hold a joint tenancy and one party vacates
 - Someone goes into care.
 - Someone else moves into the property
 - Upon marriage/civil partnership

You must complete an Annual Tenancy Audit form on request.

- 4.13 You must not (either solely or jointly) own or rent any other residential property which it would be reasonable for you to live in as your home. You must tell us if you own, lease, inherit or rent any other residential property. Failure to declare an interest in any other residential property may lead to this tenancy being brought to an end.
- 4.14 You must not use the loft space in the property.
- 4.15 You must not place or hang any clothes or other articles on or from the outside of the windows or on or from the balconies of the property.
- 4.16 You are responsible for treating and removing any infestation of pests that occurs within the property or garden. You will be responsible for arranging treatment of the infestation and for payment of this. Pests include: ants, rats, mice, pigeons, fleas, bees, wasps, squirrels, bedbugs, silverfish, squirrels but are not limited to these.
- 4.17 You must not remove any adaptations to your home, such as a level access shower, without our consent.

- 4.18 The use of alternative combustible fuelled appliances for cooking or heating inside the property is strictly prohibited. This is due to the Health and Safety Risks associated with these appliances to you, your family and neighbours.

5. Access to your Home

- 5.1 You or anyone living with you must allow Council employees, their contractors, agents or statutory undertakers access to your home to carry out a regular inspection of the property and to complete our housing management responsibilities and to ensure you are complying with the conditions in this tenancy agreement. We will provide you with at least 24 hours notice in writing, (except in an emergency - see 5.4) setting out the reason why we require access and the date and time of our visit. If you refuse to allow us in, we may instead get a Court Order and you may be charged for our costs. You may also have to pay us the costs of any visits by contractors where you fail to keep an appointment that has been made.
- 5.2 We may require access, for example, to:
- Inspect the condition of the property;
 - Undertake repairs to/survey reported defects in a timely manner
 - Undertake a building/stock condition survey of the property
 - Inspect any damage to the property;
 - Carry out repairs;
 - Carry out improvements;
 - Service/ check or maintain equipment in line with regulations and legislation;
 - Facilitate any of the above to any adjoining premises e.g. party walls, flats, roofs etc.
 - Undertake accompanied viewings with prospective tenants of the property
 - Undertake Property Health and Safety Check/Service, inclusive of Gas Servicing and Maintenance, Solid Fuel Servicing and Maintenance, Electrical Checks and Maintenance, Smoke Alarm and Carbon Monoxide Alarm Installation and Servicing and any other necessary appliance and utility testing, in line with regulations and legislation.
- 5.3 In an emergency we or any person authorised by the Council may require immediate access in to your home without notice. In the event that such access is necessary and the property is unoccupied or access is denied, the Council may use reasonable force to gain entry to the property. We will take reasonable steps to contact a known key holder in your absence and upon completion of the works/and or inspection we will leave your home secure and rectify any damage caused. You may be recharged for the additional costs incurred in gaining access.
- 5.4 Examples of emergencies include, but are not limited to;
- Fire;
 - Flood;
 - Gas and Water leaks;
 - Threat or risk of personal injury;
 - Concern of wellbeing/death
 - Threat or risk to the structure of our property;

- Unsafe heating appliances (where annual checks are overdue);
- Electrical supply issues
- Suspicion of any of the above.

6. Repairs and Maintenance

- 6.1 You must look after the property in a reasonable manner and make sure your home remains in good condition at all times, to the satisfaction of the Council.
- 6.2 You or anyone living with you must inform us promptly if any repairs (or other matters that we are responsible for carrying out) come to your attention. This will enable us to arrange for inspection and/or the repair to be carried out. Should you identify any repairs you must take reasonable steps to prevent further damage to the property. If repairs are not reported promptly or access is not provided and further damage is caused as a result, you will be recharged for any additional repairs costs.
- 6.3 You must keep the inside of the property in a clean, tidy and hygienic condition, free from excessive accumulation of belongings or rubbish that could cause a health and safety or fire risk to you or anyone else, including other properties. In addition, all rooms must have clear access and exit routes and you must decorate all internal parts of the property as often as is necessary to keep in a good clean decorative order and to a reasonable standard that is acceptable to the Council.
- 6.4 You must allow 'clear' access for our employees, agents or contractors for inspection, maintenance or repairs to your home. This means that we must be able to get easily to all parts of the property that we need to inspect, repair or improve.
- 6.5 You or anyone living with you, or visiting your home must not deface or put graffiti on any part of the property.
- 6.6 You or anyone living with you must immediately report any damage, however it was caused to the property.
- 6.7 You and anyone living in or visiting the property (including animals) must not damage or destroy the following (including but not exhaustive):
- The structure and outside of the property - including any glazing;
 - The fittings for the supply of gas, water and electricity;
 - Bathroom and toilet fittings;
 - Room heating systems;
 - Water heating systems;
 - Kitchen units and fittings;
 - Internal fixtures and fittings, e.g. doors and internal glazing; smoke alarms;
 - Sheds, garages, fencing, patios, paths, any part of the garden area, open plan space or communal walkways;
 - Any other installed element which the property benefits from.

- 6.8 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) every 12 months. In accordance with Clause 5.1 (Access) we will give you written notice when we need access to your home for these purposes. In such circumstances, we may also take legal action to gain access to the property. Any costs incurred in doing so including legal costs will be recharged back to the tenant (s).
- 6.9 You are responsible for testing smoke and carbon monoxide alarms on a monthly basis and to promptly report any repairs or maintenance issues.
- 6.10 You are responsible for carrying out certain small repairs and replacing certain items of fixtures and fittings. These are listed in your Tenants Handbook.
- 6.11 You are responsible for the installation, repair, maintenance and replacement of any TV aerial/satellite dishes and tv installations serving your home except where it is provided via a communal aerial system. You will need to seek written permission for all installations including tv aerials and satellite dishes.
- 6.12 You are responsible for repairing any damage to any part of the property caused by the deliberate, accidental damage, careless actions or omissions by you, or by anyone living with you or visiting you (including animals). If you do not carry out the repairs, we may do the work and recharge reasonable costs (including any administrations costs) to you. If you have been a victim of crime and the property has been damaged, we may repair this damage if you provide a crime number.
- 6.13 You are responsible for repairing and maintaining any non standard alterations or improvements and fixtures and fittings to the property by you or those that have already been carried out to the property when you accepted your tenancy.
- 6.14 If during the lifetime of your tenancy, you require extensive aids and adaptations to the property above those that are provided as standard , we may ask you to pay for these.
- 6.15 We may return such alterations/improvements to our specification where such non standard alterations and improvements have come to the end of their economical useful life, such alterations/improvements form part of a planned programme of works, or if the alteration requires removal or partial removal in order to complete essential repairs.
- 6.16 If you make any improvements, alterations or additions to the property without our consent we may tell you to return the property back to its original condition. If you fail to do so we may carry out the work and charge the costs (including any administration costs) to you.
- 6.17 You or anyone living at or visiting the property must not steal any item of property from any dwelling, building or grounds owned by us.
- 6.18 You must use the utilities connected to the property responsibly to ensure that the property or any fixture and fittings are not damaged, fall into disrepair or cause a category 1 or 2 hazard under the HHSRS.

- 6.19 You or anyone living at or visiting the property must not interfere, with any of the utilities supplies or meters which are fitted or providing connection to the property. This includes, but is not limited to, the illegal abstraction of electricity or gas. If the meters installed at the property are capped, removed or damage is caused to the property or the property's fixtures or fittings, by failing to use utilities responsibly, we may recharge you for the costs of reconnection, reinstatement and supply of utilities to the property. We will also take enforcement action against you.
- 6.20 You must ensure that all rooms within the property are adequately heated and properly ventilated either by using a extractor fan (if fitted) or by opening windows (or both). You must not routinely dry clothes on radiators and ensure radiators are not obstructed.
- 6.21 Where the property comprises a flat and floor coverings are not provided by us, unless we provide you with written permission to do otherwise, wooden, laminate or any other type of dense hard flooring covering must not be installed in properties above ground level.
- 6.22 You must not sign up for the installation of solar panels. If the property has solar panels already installed or we install them at a future date, then additional terms will apply.

7. Insurance

- 7.1 The table below summarises who is responsible for repairs or loss. You are responsible for insuring the contents of your home (your furniture and belongings). You should consider obtaining insurance for accidental damage, contents and your belongings as we will only insure the structure and fabric of the building. Our insurance will not cover damage to or loss of your possessions or belongings, this includes damage through leaks and floods.

	Your Responsibility	Our Responsibility
Buildings Insurance (not including accidental damage)	No	Yes
Fair Wear and Tear	No	Yes
Criminal Damage (with a Police Crime Number)	No	Yes
Criminal Damage (with no Police Crime Number)	Yes	No
Accidental Damage	Yes	No
Malicious Damage	Yes	No
Contents Insurance	Yes	No

- 7.2 In situations where we carry out repairs which are not our responsibility we will charge you the cost of putting things right. For example, if you accidentally nail through a pipe, it is your responsibility to put this right. If you do not carry out the necessary repairs we may do so and recharge the cost of the repair to you. If you have your own contents insurance that covers accidental damage you should be able to reclaim the cost of this work.

8. Anti-Social Behaviour

- 8.1 You are responsible for your own behaviour and for that of anyone, including relatives and animals, living with you and visitors to your home, whether on a permanent or temporary basis.
- 8.2 You, your relatives or anyone living with you, your animals and your visitors must not cause, or act in a way which is likely to cause, nuisance, annoyance or disturbance to people living, visiting or working in the locality of your home or elsewhere in the Ashfield District. Examples of nuisance, annoyance or disturbance include but are not limited to;-
- Foul and abusive language, fighting, loud arguments, abuse, bullying, hate or threats
 - Loud music,
 - Loud noise - This includes but is not limited to using a television, hi-fi or musical instruments
 - Shouting and arguing, door slamming,
 - Revving of cars and motorcycles
 - Dog barking and fouling,
 - Behaviour associated with substance or alcohol abuse
 - Urinating in public,
 - Playing ball games close to someone else's home,
 - Causing damage or neglecting your home,
 - Lighting fires and or burning of toxic materials at the property,
 - Fly tipping and waste on land.
- “People working in the locality of your home includes”
- Our employees, contractors and other people engaged in lawful activity in the area e.g. postal workers.
- 8.3 You, your relatives or anyone living with you, your animals and your visitors must not cause or act in a way which is likely to cause people living, visiting or working in the locality of your home to feel harassed, abused or threatened by acting in a manner that causes or is likely to cause, harassment, alarm or distress to one or more persons not of the same household.
- 8.4 You, your relatives or anyone living with you, your animals and your visitors must not abuse, harass or threaten our agents, contractors, Councillors, our employees including but not limited to:
- Damage or threats of damage,
 - Writing threatening, abusive or insulting graffiti,
 - Due to a person's; sexuality, gender, race or any other protected characteristic.
 - Discrimination of any kind.
- 8.5 You, your relatives or anyone living with you, and your visitors must not make false or malicious complaints about the behaviour of another person.

- 8.6 You, people living with you and any visitors to the property must not use social media or any other form of communication to make false statements, abuse, threaten, harass or be derogatory towards Council employees, contractors, agents or Councillors. Communication includes telephone calls, text messages, e-mails or posting comments on social media. This condition applies wherever the communication takes place.
- 8.7 You, your relatives or anyone living with you, and your visitors:
- Must not use the property for any illegal or immoral act such as the production or cultivation of drugs, selling drugs, possessing drugs, and associated equipment, storing drugs or stolen goods or prostitution;
 - Must not undertake any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen goods or prostitution in the locality of your home;
 - Must not commit an arrestable offence in, or within the locality of your home or any of our premises;
 - Must not inflict domestic violence or threaten violence against any other person including using mental, emotional, financial or sexual abuse.
- 8.8 You, your relatives or anyone living with you and your visitors must comply with the law on smoke free premises and the Clean Air Act . You would be breaking the law by smoking in smoke free premises e.g. lifts, communal stair wells, communal areas, bin stores etc.
- 8.9 You, your relatives or anyone living with you, must not become a member of a gang or allow a member of a gang to visit your property.
- 8.10 You must make sure that you do not allow, incite or encourage other people living with you, relatives or visitors to your home to engage in behaviour as described in the clauses 8.2 - 8.8 above.
- 8.11 You, your relatives or anyone living with you, and your visitors must not;
- Use any machinery or DIY equipment in such a way or at such times (e.g. at night or early morning) that it causes a nuisance and annoyance to other people.
 - Interfere with the security or safety equipment for example door entry systems/fire alarms in multi storey flats, communal blocks, flats maisonettes or sheltered housing schemes.
 - Leave used needles or syringes (sharps) in areas where people in the local area may come into contact with them – you must dispose of them safely.
 - Keep illegal or unlicensed fire arms and any other offensive weapons including imitations within any part of the building or land owned by us.
 - Install or use any materials that may cause injury on the property (for example barbed wire or broken glass, carpet strips and other sharp items intended to cause injury).

9. Communal Areas

- 9.1 If you live in a property and have the use of a communal area as part of your tenancy the following will apply to your use of such communal areas.

- 9.2 You, your relatives or anyone living with you, your animals and your visitors must not cause or act in a way which is likely to cause damage to communal areas.
- 9.3 You, your relatives or anyone living with you and your visitors must keep any communal area clean and tidy including outside the property and free from rubbish or furniture at all times.
- 9.4 You, your relatives or anyone living with you, your animals and your visitors must not dispose of waste items, fly tip on or misuse communal areas such as corridors, stairwells, shared entrances, access walkways and gardens/play areas. You must put all refuse in the appropriate bins/ bags and dispose of it in the chutes, containers or communal bins for this purpose, to refrain from over filling the bins. Where bin stores are provided these should not be used to dispose of large household and electrical items such as fridges, mattresses and sofas.
- 9.5 You must not keep a pet or any animal in a communal area. You must make sure that no pet/animal kept at your home (or that you are responsible for) causes any damage to a communal area;
- 9.6 If a communal area is considered to be in an unacceptable condition, due to a breach of any tenancy conditions, we may remove any rubbish or items, clean any unsanitary areas and may recharge you for all or a portion of the costs of any works undertaken. Items may be removed without notice, particularly if considered to be a health and safety risk such as flammable items, trip hazards or items blocking exits.
- 9.7 If you live in a property which requires access via internal communal areas, you, your relatives, visitors or anyone living with you must not bring, store and/or ride mopeds or motorbikes or any other mechanically propelled vehicle (with the exception of wheelchairs) into the property, indoor communal areas or in any communal lift.
- 9.8 If you live in a property which requires access via internal communal areas, mobility scooters (or similar) may only be stored in a designated mobility scooter storage area where a space has been allocated to you or parked in a designated area outside of the property, following our written permission. Mobility scooters must not be stored outside of these designated areas or within the external grounds of a block of flats.
- 9.9 You or anyone living with you or visitors to the property must not keep or use bottled gas, paraffin, petrol or any other dangerous substance or item at the property or in communal areas.
- 9.10 You, anyone living with you or visitors to the property must not congregate in communal areas and engage in criminal activity or anti-social behaviour.
- 9.11 You or anyone living with you or visitors to the property must not undertake works or alterations to the communal areas without our written permission.

- 9.12 You, or anyone living with you, must not leave communal flat doors open or insecure so as not to create a security or fire risk.
- 9.13 You must not interfere with any self-closing mechanism on communal flat doors or doors in your home.

10. Gardens

- 10.1 You must keep the garden to the property well maintained at all times. You are responsible for the upkeep of all parts of the garden to the property. This includes but is not limited to decking, flower beds, grass, hedges, lawns, paved yards, ponds, shrubs and trees.
- No waste or rubbish should be stored in the garden or outbuildings.
 - Occasional fires to dispose of garden waste are permitted when carried out in a suitable receptacle and in line with the Clean Air Act , provided they do not create a nuisance or dark/toxic smoke and ashes/debris are removed following the fire.
- 10.2 We will supply details of the boundaries that you are responsible for maintaining and in the case of flats, your designated garden and outbuildings. The Council is responsible for the demarcation of boundary only, you must not move a de-marked boundary.
- 10.3 If you do not carry out the necessary garden maintenance and the garden causes a health and safety risk, we may do the work and recharge reasonable costs (including any administration costs) to you, for example, overhanging branches, over grown trees, hedges encroaching onto the highway, waste and rubbish that could provide food or harbourage for vermin or pests. It is the tenant's responsibility to arrange for any pest control treatment within the property and curtilage of the property including the garden.
- 10.4 Boundary hedges should be trimmed and maintained on a regular basis and kept below two metres in height. You must not allow it to cause a nuisance or become unsightly.
- Shrubs, bushes and trees must be trimmed on a regular basis and kept to a manageable height and below 2 metres.
- 10.5 The grass must be cut regularly and not allowed to become overgrown.
- 10.6 The garden must be weeded regularly.
- 10.7 You must not dig in the garden to a depth of more than 0.5 metres without our written permission, for example fish ponds of a significant size.
- 10.8 Save for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at the property without our written permission.
- 10.9 You must not allow trees or vegetation to grow so as to overhang public areas or the gardens of neighbouring properties.

10.10 You must not transfer or alter responsibility for garden areas or outbuildings without prior written permission. Any garden plans provided are indicative only and the Council's decision on boundaries in the case of a dispute is final.

11. Vehicles and parking

11.1 You, your relatives and anyone living with you, or visiting you, must not:

- Park or leave any motor vehicle, trailer, caravan or boat which may block access of emergency vehicles or anywhere on the property except where written permission has been granted for a properly constructed hard standing, dropped kerb and/or driveway.
- Park or leave any vehicle on the property without the appropriate documentation required for use on the public highway for a period of more than 6 months. Any motor vehicle must have valid tax or be registered SORN with the DVLA.
- Sell, rent or give away any parking space or garage which we provide to you.
- Park in such a way that you obstruct other vehicles or pedestrian access.
- Allow anyone to sleep in a caravan or other vehicle parked on or outside the property.
- Use any garden or driveway to the property to store, load or unload vehicles, store scrap metal, or strip down vehicles or persistently repair any vehicle other than essential maintenance to a vehicle regularly used by yourself or someone living at the property.
- Take or store motorcycles, mopeds, motor scooters or any other mechanically propelled vehicle(s) into your home and indoor communal areas including entrance halls, stairs and landings.
- Abandon any vehicle on our property or land, for example in car parking areas provided for flats in your neighbourhood. If we consider your vehicles to be in a dangerous position or condition, we may remove it without notice. We will not be responsible for damage to the vehicle if we have to remove it and you will be recharged for the costs associated with the removal.
- Park vehicles on any land or area which is not designated as a parking area.

11.2 You, your relatives and anyone living with you, or visiting you, must only drive across a kerb to access the property where it has been dropped in accordance with the regulations of the highway authority and not drive across or park on a grassed verge.

11.3 You must obtain our written permission before you build a garage, car hard standing, driveway or dropped kerb (You will also need to get planning permission and building regulation approval if appropriate). You will be responsible for the cost of the dropped kerb if permission is granted.

11.4 If you have shared use of a driveway, you and anyone living with or visiting you must give those that share the driveway (and their visitors) access to the driveway at all times. The driveway must not be blocked in any way e.g. by parking a vehicle or by fencing part of it off.

- 11.5 You may, subject to obtaining our written permission, keep a mobility scooter (or similar) inside the property. We will only grant permission in the following cases:
- For one mobility scooter powered by a “sealed and maintenance free” battery and;
 - Only where you have personal and direct access to your home without accessing via an internal communal area.
 - The property contains an approved battery/charging facility (fitted at your own expense), has adequate room to store the mobility scooter which must be serviced and maintained in accordance with the manufacturer recommendations.
 - If you live in Sheltered Accommodation, you or anyone living with you or visiting you must not bring, store or use a motorised scooter within the building, except in an area designated for such use e.g. Scooter Store.
- 11.6 You are responsible for any damage caused to the property or to persons including yourself, by storage and/or use of the mobility scooter in the property. You must ensure that storage or use of the mobility scooter within the property does not cause a nuisance or obstruction or fire risk.
- 11.7 Mobility scooters must not block access or egress routes to or in the property.
- 11.8 Mobility scooter chargers must have an annual Portable Appliance Test (PAT) carried out by a suitably qualified person. You are responsible for arranging and paying for such testing.

12. Keeping of Animals

- 12.1 You may only keep pets at the property with our prior written consent. Permission will not be unreasonably withheld. In making this decision we will take into account the location and property type.
- 12.2 Permission will not be given for certain pets in sheltered housings schemes which have communal corridors.
- 12.3 Prior to you signing your tenancy agreement, you must advise us of any animals/pets that you already have so that we can advise on their suitability. The lettings officer will raise this issue at the sign up meeting.
- 12.4 If you live in a house or bungalow, you have our consent to keep the following animals without our written permission:
- One domestic dog; and/or
 - One domestic cat; and/or
 - One domestic caged bird; and/or
 - Fish; and /or
 - Two small caged pets for example, gerbil, hamster or rabbit.

No other type of pet/animal may be kept without our prior written permission which will not be unreasonably withheld or delayed.

- 12.5 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in 12.1, you must obtain our prior written permission.
- 12.6 If you live in a flat or in sheltered accommodation where there are shared access areas you or anyone living with you may not keep a pet without our prior written permission. We will not unreasonably withhold permission but factors that will be considered will include the type of property you live in and the type of pet you wish to keep.
- 12.7 You are responsible for any pet that you, members of your household or visitors bring into your home, garden or communal areas.
- 12.8 You must not breed pet/animals at your home.
- 12.9 You must make sure that no animal you keep at your home (or that you are responsible for) causes nuisance, annoyance, to any:
- Tenant;
 - Neighbours;
 - Visitors to your home
 - Persons in the locality; or
 - Our employees, contractors, sub-contractors or agents.

Examples of nuisance include but are not limited to:

- Allowing your pet/animal to persistently foul in an inappropriate place
 - Failing to clean up fouling in a timely manner
 - Barking
 - Creating a foul smell
 - Not being kept under control
 - Creating any kind of danger or health hazard.
- 12.10 Permission to keep pets may be withdrawn at our discretion if we consider that the pet is causing a nuisance, and/or damaging the property or found to be intimidating, aggressive or dangerous. Permission will also be revoked if they are being kept in inappropriate, unclean or unhygienic conditions. You will be required to find another home for the pet/animal, normally within one calendar month which must not be another Council owned property. Failure to do so may result in further enforcement action being taken. In certain circumstances, where there may be a health and safety risk the notice period will be shorter.
- 12.11 You are responsible for putting right any damage attributable to your pets, or those pets/animals you are responsible for.

- 12.12 You, your relatives or anyone else living with you must ensure that no pets/animals kept at the property prevents our employees, our contractors or our agents gaining access to the property.
- 12.13 If you allow any animals/pets to foul any of our property including shared areas, footpaths, roads or play areas you must clean the affected area immediately.
- 12.14 You may only build any animal closures/pens with our prior written consent.
- 12.15 If we have concerns about the welfare of an animal then we may report this to the appropriate agency.

13. Written permission

- 13.1 With the exception of painting and decorating, you must not carry out alterations or additions either inside or outside your home without first obtaining our written permission.
- 13.2 You, your relatives or anyone living with you must obtain our written permission before installing or erecting any permanent and temporary structures or items such as, sheds, greenhouses, garages, garden ponds, satellite dishes or pigeon lofts. You will also need to obtain any other necessary approvals e.g. planning permission, building regulations approval.

Permission will not be granted if you have any debt owing to us.

- 13.3 Electrical work must only be undertaken by an approved contractor and with prior permission of the Council. Where permission is granted, copies of electrical installation certificates must be provided to the Council.
- 13.4 When deciding on whether it is reasonable to grant any written permission we will consider our legal obligations and the impact of the alteration or improvement on the surrounding properties and future maintenance responsibilities. Any permission we grant is subject to the work being carried out to an acceptable standard and complying with any requirements such as relevant specification(s), certification(s), legislation or legal permissions.

13.5 Secure Tenants

Secure tenants have the right to improve their home as long as they receive written permission from the Council first. Permission will normally be approved subject to a number of conditions and subject to the permission request being appropriate.

This includes but is not limited to:

- Building an extension
- Removing internal walls
- Changing the use of a room e.g. a living room to a bedroom

- Adding, changing or replacing the fixtures and fittings
 - Installing a water meter
 - Decorating the exterior of the property
 - Erecting an aerial or satellite dish;
 - Installation of CCTV and monitored door bells
 - Building a structure e.g. car port, garage, hard standing, driveway or shed
 - Create ponds and/or carrying out major landscaping
 - Removing any tree, hedge or boundary fence or wall
- Installation of hard/fixed flooring
- Electric charging points for vehicles

13.6 **Introductory Tenants**

Introductory tenants do not have the right to carry out alterations or improvements. However requests will be considered for alterations and improvements where they are not detrimental to the property, do not impact on major improvement works that have been completed or are improvements that could easily be dismantled, removed or made good should you leave.

Permissions may be granted for the following improvements (subject to the conditions within the Permissions Procedure or relevant Policy):

- Sheds
 - Greenhouses
 - Fences
 - Gates
 - Hard standings
 - TV aerial or Satellite Dishes (Subject to planning permission where required)
 - Adaptations to aid tenant where access is affected e.g. ramps/grab rails.
 - Laminate Flooring
 - Burglar Alarms
- Water Meter

Minor changes such as internal doors, balustrades, architraves etc. will not be granted permission during the introductory 12 month period as this is a minor decorative alteration, which can be given permission if/when the tenancy becomes secure.

Introductory tenants being granted permission for improvements during the introductory 12 month period are ineligible for compensation under the Right to Improve for improvements.

14. Recharging

14.1 You are responsible for paying any of the following costs if the damage was knowingly or recklessly caused by you, a person living with or visiting you:

- The cost of repair of any damage at your property
- The cost of replacement of property destroyed
- The cost of works carried out by default of the Council if you fail to remedy the damage
- Any cost incurred by the Council as a result of your breach of conditions in this agreement.

14.2 We reserve the right to recharge you for any repairs and maintenance we need to carry out on the property other than those which are classified as fair wear and tear.

Examples of recharges include:

- **Access** - Costs associated with accessing the property where reasonable access is denied
- **Rechargeable Repairs** – Where damage has been caused to the property or it's fixtures and fittings as a result of malicious, deliberate, accidental damage or careless behaviour by you or a member of your household including visitors and pets.
- **Unauthorised alterations** – Alterations to the property that have not received our prior written permission.
- **End of a tenancy** – Costs associated with any works required to re-let the property other than fair wear and tear. All properties should be left in a clean, tidy, safe and empty condition.

The above is not an exhaustive list and other recharges may be applied according to individual circumstances.

14.3 We may deduct any reasonable costs associated with recharges from any monies held by us, lawfully due to you.

14.4 Any unpaid costs incurred by the Council will be pursued as a debt and legal action may be taken against you to recover charges and court costs. Charges will also be recovered if you return to be Ashfield District Council tenant in the future.

15. Ending your Tenancy

15.1 If you want to end your tenancy, you must give us four weeks notice in writing. The notice must be signed and dated and in the case of joint tenants, notice from one tenant will end the tenancy for both tenants. You will be liable for payment of rent during this period. Please

note if you change your mind after giving notice to end your tenancy, we do not have to agree to withdrawing the notice. In certain circumstances, we may agree to end your tenancy earlier than the four weeks.

- 15.2 You must allow us to complete an inspection of your home before you leave and by appointment, permit us to show prospective tenants around your home.
- 15.3 You must provide us with a forwarding address in case we need to contact you at a later date.
- 15.4 You must make arrangements to re-direct your post. The Council will not be held responsible for any post after your tenancy has ended.
- 15.5 You must return all the keys to the property to us (including fobs, communal door entry keys and outbuilding keys) by 12.00 on the Monday after the tenancy ends on the Sunday. If you do not do this, you will be charged the equivalent to a further week's rent and any other reasonable costs. Keys should not be left with neighbours, friends or relatives.
- 15.6 If you submit the keys to the property to us or you vacate the property without giving written notice to end your tenancy, we may treat this as a lawful surrender and an end to your tenancy. You will be charged rent and other tenancy charges associated with your tenancy for a four week notice period and for changing the locks. If you remain in occupation at the end of the notice period, you will be charged use and occupation at the same rent as the rent.
- 15.7 If you do not return all of your keys to us, then we will change the locks to the property and will recharge you for the cost of doing so.
- 15.8 You must provide vacant possession of the property when your tenancy ends. We may take steps to evict anyone else who you have left in the property and will recharge you for any costs incurred in repossessioning and clearing the property.
- 15.9 You must leave the property (including the garden and outbuildings) in a clean and tidy condition. You must clear and dispose of all your belongings, furniture and personal effects including rubbish and debris from the property and gardens.
- 15.10 You or anyone living with you must make good any damage to the property, however caused before ending your tenancy. Any unauthorised alterations or additions that have been carried out to the property by you, your relatives or anyone living with you, without our written permission, must also be returned to their original condition prior to ending your tenancy. We may make a reasonable charge against you for any costs incurred if you do not leave the property as stated in this clause.
- 15.11 We may remove, store and if not collected within 1 calendar month sell or otherwise dispose of, any furniture, goods or personal items which you fail to remove from the property at the end of your tenancy either on surrender of the premises by abandonment, court order or termination by you. At any time, once the property has been vacated, we may immediately remove and dispose of any perishable goods or waste products that we consider would be unreasonable to store as stated above. This includes such items as food, rubbish, domestic

waste and goods damaged beyond economical repair. You will be responsible for all reasonable costs which we may incur in collection, storage and/or disposal of the above.

- 15.12 Unless required by law we will not be responsible for any damage or loss of goods/ belongings stored by us under clause 15.7 above.
- 15.13 When your tenancy ends, your rights as a tenant will end and you must vacate the property.
- 15.14 If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.
- 15.15 In the event of the death of a sole tenant or remaining survivor, the tenancy agreement will be held in the deceased tenant's estate. Further costs including rent and other tenancy charges will continue to accrue until the tenancy is effectively terminated. Four weeks' notice is required in all circumstances.
- 15.16 On termination of the tenancy no items, goods or belongings should be left within the property.

16. Consultation and Information

16.1 Right to Consultation

We will consult you on important matters to do with managing and maintaining the property. This includes:-

- Changing any part of this tenancy agreement. We will ask for your opinions and take them into account before deciding to make any changes. If we decide to go ahead with changes to your tenancy agreement, we will give you four weeks notice in writing
- Any substantial changes to housing management services that may affect you
- We will consult with you through whatever forms of consultation we consider appropriate

We do not have to consult you about changes to your rent or service charge but we will tell you in writing at least four weeks before any rent change or change to your service charge.

16.2 Right to Information

You have the right to see certain information that we have about you. However we will not be able to show you any third party information. You can get copies of relevant information but there may be a small charge. Further information is available to you via our website at www.ashfield-dc.gov.uk or following a specific request to us by you.

17. Notices

- 17.1 We may serve any notice on you at the property by putting the notice through the letterbox, by fixing the notice to the property, by leaving the notice with somebody for you at the property or by sending the notice by post to the property. We may also serve the notice on you in person.
- 17.2 If you wish to serve any notice in connection with legal proceedings or other notices e.g. Notice to Quit or permission requests they should be served on your landlord at:

Council Offices, Urban Road, Kirkby-in-Ashfield, Nottinghamshire, NG17 8DA.

18. Compliments, Complaints and Comments

- 18.1 Ashfield District Council is committed to providing excellent customer service. Comments, compliments and complaints enable you to feed your thoughts and ideas for improvements and changes to service delivery. Full details of our complaints policy and guide can be obtained by contacting us on directly on 01623 450000 or e-mail housingcomplaints@ashfield.gov.uk

19. Data Protection

- 19.1 We collect and process your personal information to allow us to allocate homes, manage your tenancy and improve our services.
- 19.2 Under the UK General Data Protection Regulations (GDPR) and Data Protection Act 2018 (DPA) the Council is a Data Controller for the information it holds about you. The lawful bases for processing your information are Public Task, Legal Obligation and Contract . We will safely manage protect and process any information we hold about you in accordance with the law. Where the law allows us and where it is relevant, we may share information we hold about you with other business partners, contractors or statutory agencies. This includes but is not limited to the following;
- To prevent and detect fraud and crime.
 - To carry out essential works relevant to our functions.

The information provided by you may also be used for other functions carried out by the Council in accordance with GDPR and DPA.

- 19.3 By signing this agreement you are consenting to the use of your personal information in accordance with the GDPR/DPA. We may share your information with other departments or organisations, these include Housing Benefits, housing associations, Council Tax, The Benefits Agency, Probation Service, Police, Social Services, other local councils and utility providers. Examples of why personal information may be disclosed are for the purposes of preventing or detecting crime, preventing fraud, apprehending or prosecuting offenders or assessing or collecting tax.

- 19.4 As a Data Controller we have a duty to ensure our records are relevant, accurate and up to date. As part of this duty we require tenants to complete an Annual Tenancy Audit form.
- 19.5 It is a criminal offence to knowingly or recklessly make a false statement or withhold information in relation to the allocation of Housing Accommodation.
- 19.6 Subject to some legal exceptions, you have the right to request: a copy of the personal information the Council holds about you; to have any inaccuracies corrected; to have your personal data erased; to place a restriction on our processing of your data; to object to processing; and to request your data to be ported (data portability). More information about how the Council may use your data and further information about your rights is contained in the Council's Privacy Statement (www.ashfield.gov.uk/privacy).

Please note that this amount is correct at the start of your tenancy, the amount may change. You will be given prior written notice of any variation to charges on the terms stated within this agreement.

Types and size of property:

(number of bedrooms house/flat/bungalow)

Garden: No garden/front garden/rear garden/side garden* - **Attached garden plan (please note these are indicative only)**

If you sign this tenancy agreement, it means you accept this tenancy agreement as binding.

I/We agree to accept the tenancy of the above property on the terms and conditions set out in this tenancy agreement which I/we have read and understood.

I/We acknowledge receipt of a copy of this tenancy agreement.

Tenant FULL NAME

Tenant FULL NAME

Signed for Ashfield District Council

Signed FULL NAME

Occupation Dated

Succession [For office use only]

Name of Successor: _____

Date of Succession: _____

I am aware there is only one succession allowed in law and that no further successions may take place on this tenancy.

I agree to accept the tenancy of the above property on the terms and conditions set out in this tenancy agreement which I/we have read and understood.

I acknowledge receipt of a copy of this tenancy agreement.

Successor signature(s)

Signed: Full Name:

Dated

Signed for Ashfield District Council

Signed: Full Name:

Occupation Dated

