



**NEWARK &
SHERWOOD**
DISTRICT COUNCIL

NEWARK AND SHERWOOD DISTRICT COUNCIL

TENANCY AGREEMENT

SERVING PEOPLE, IMPROVING LIVES



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 service 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:

Assignment

This is the transferring or giving another person the

Anti-Social Behaviour

This is conduct that has caused, or is likely to cause, harassment, alarm, or distress to any person; conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; conduct capable of causing housing-related nuisance or annoyance to any person.¹

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)

Decant

When it is necessary for us to move tenants from their homes, due to a need for the property to undergo major work (which cannot reasonably be done with the tenant in residence) or where a property is to be demolished or disposed of.

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.

¹Section 2 Anti-social Behaviour, Crime and Policing Act 2014

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. 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 will 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 home but doesn't have exclusive occupation of any part of the property.

Neighbours

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

Partner

Members of a couple in a relationship (including same gender relationships), who are living together.

Property

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

Regulator for Social Housing

The independent regulator for social housing in England.

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.

Support Charge

This is a charge we make when you live in supported accommodation where a careline is available for use.

Supported Accommodation

Housing designed for older people or people with disabilities. 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 can be called a 'lodger' or 'subtenant') Secure tenants may only sublet part of the property if they have our written consent.

Succession

When a tenant dies, and either the existing tenant or someone else living at the property, such as a spouse or family member, is eligible to take over the tenancy.

Tenancy Agreement

This agreement which is a legally binding contract.

Tenant or Tenants

You, the person, or people to whom we have granted the tenancy.

Tenancy Officer

Patch based officers delivering tenancy & estate management services working closely with tenants to ensure our communities are safe, happy, and sustainable places to live.

Use and Occupation Charge

Use and Occupation Charge is the amount payable on a daily basis for each day of occupation beyond the termination of a tenancy.

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 carry out actions proposed by the tenant which will be decided on a case-by-case basis and not unreasonably withheld.

You, Your

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

Please note: You are responsible for anything that you do in relation to the 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 the property or the tenancy.

- 1c** There are two kinds of tenancy:
- Introductory tenancy
 - Secure tenancy
- 1d** The central page of this agreement tells you whether your tenancy is an introductory tenancy or a secure tenancy.
- 1e** 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 the property for a person with physical disabilities, and:
 - i. you no longer need that type of home; and
 - ii. we need the property for someone else with disabilities.
 - We need to renovate or carry out major repair to the property which we cannot do unless you move out.
 - You find another home and stop using the property as your main home.
 - There is any other reason under the Housing Act 1985, The Housing Act 1996, 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 or demoted tenants only

Sections 3 to 14 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 such as Womens Aid, MIND, Citizens Advice, who can help you with sustaining your tenancy. Links to these agencies can be found on our website: www.newark-sherwooddc.gov.uk
- 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 or Demoted Tenants only

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

2b 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 home. In that case, you would have to leave the property, or we would take possession of your home if you refused to leave. As an introductory or demoted tenant, you do not have security of tenure (Which means if we correctly follow the procedure below, a county court Judge will grant an order for possession).

We can obtain possession of the 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 the 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.

2c If you breach the conditions within the first 12 months of your introductory tenancy, we may serve a notice on you which will mean you will continue to be an introductory tenant for a further six months.

2d 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
- Assign (or pass on) your tenancy to anyone else
- Sub-let a room(s) in the property or take in a lodger
- Exchange properties with another tenant without our written permission

2e You must get our permission (which will not be unreasonably withheld), in writing, to do **any** alterations to the property (with the exception of internal decorating) including those of a structural nature and external structures, which includes ponds. We may refuse permission if you do not meet certain conditions, or we may include conditions in our written permission. If you do not seek permission, we may take steps to obtain possession of the property from you (See condition 2b) or to have any alterations returned to the original build structure. You would be recharged for the cost of any removal or renovations needed for us to return the property to its normal structure.

3 Our rights and responsibilities – for all Tenants

- 3a** You can live in your home without interference from us for the length of your tenancy as long as you (and your friends, relatives and any other person living in or visiting your home) follow the conditions of this tenancy agreement and demonstrate respect for the rights of other people living or working in or visiting your area.
- 3b** An exception to the above is if our employees, contractors, or subcontractors need to come into your home as a condition of your tenancy agreement, to ensure you are complying with the terms of this agreement, or to adhere to our health and safety regulations as your Landlord, please refer to section 10.
- 3c** We will comply with the UK GDPR and Data Protection Act 2018 and the General Data Protection Regulation when dealing with personal data. This means that your personal data will be processed in accordance with the law and no personal data will be sold to third parties. It also means that you have certain rights, including the right to see data which we hold about you. We are only allowed to refuse access in limited circumstances, for example where information may identify a third party. You have the right to challenge information and may request the erasure or correction of records which you believe to be inaccurate. For further information about how and why we may process your personal data, your data protection rights or how to contact our data protection officer, please view the council's privacy notice on our website.

You have a right to information from us about your tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation, rehousing, exchanging tenancy transfers, and our performance as a landlord. The consultation procedure is set out in section 105 of the Housing Act 1985.

- 3d** If you die, whilst you are a secure 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.

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 tenancy officer for more information.

3e 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 – if you have more bedrooms than you need.

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

3f If you or members of your household have been temporarily moved to other accommodation under our decant policy so work can be carried out on the property, you must return to your home 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.

3g If we move you into temporary accommodation you must continue to follow the conditions of your tenancy agreement.

Conditions 3j to 3k apply to secure tenants only

3h You have the right to take in a lodger as long as the property does not become overcrowded, and you must notify all the relevant authorities including the Council that administers any welfare benefits you are claiming, of the presence of such lodgers on the property.

3i You must not assign your tenancy or sublet any part of the property unless we give you permission in writing, which will not be unreasonably withheld.

3j You have the right to mutually exchange the property 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.

3k In certain circumstances you have the right to buy your home. Please contact the Council for details.

4 Our rights and responsibilities – for all Tenants

- 4a** We will keep the structure and exterior of your home in repair and keep essential installations for the supply of water, gas, electricity, sanitation and heating in repair and proper working order.
- 4b** We will complete repairs which we are responsible for under law. 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.
- 4c** We will process your data in accordance with the UK GDPR and Data Protection Act 2018 and will securely manage and protect any information we hold about you from accidental or unlawful disclosure. Where it is lawful and necessary, we may share your data with external organisations and agencies for the purposes of preventing or detecting crime, safeguarding, in accordance with our statutory obligations and as required to fulfil all aspects of the tenancy contract. This includes the following laws (but there are others):
- Code of Data Matching Practice 2008
 - Section 115 of the Crime and Disorder Act 1998.
- 4d** 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 notify you of the changes, and ask for your comments 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 from happening, but we will take into account all comments and views of tenants and others. If you do not want to accept the changes in your tenancy agreement you will need to end your tenancy and find a home somewhere else. If you do not do this, it is assumed you accept the changes. (It is important that you keep the notice safe so that you always know what your responsibilities are in relation to your tenancy agreement.)
- 4e** 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.
- 4f** We have the 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 home 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 – please see section 10).
- 4g** 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 the property; or
 - give it to someone acting on your behalf (for example a solicitor, parent, son, or daughter).

Home contents and buildings insurance

We strongly advise you to insure the contents of your home for accidental damage. We do not insure our properties against accidental damage. If you accidentally damage the structure or fittings in your home, we will charge you the cost of putting things right.

5 Rent

- 5a** 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.
- 5b** 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. You will be expected to pay rent on no rent due weeks if you are in arrears. Occasionally there are 53 Mondays in a year, and on those occasions, rent is due on 49 weeks.
- 5c** Your weekly rent is shown on the central page of this tenancy agreement. It is made up of one or more amounts, these charges are for:
- the basic rent
 - service charges which may include charges for:
 - Communal Heating and Lighting
 - Support Charge
 - Communal Facilities
 - Intensive Housing Management
 - Grounds Maintenance
 - Communal Cleaning
- Please note that the above is not exhaustive
- 5d** You must pay your weekly rent every week or at any other time that you and we agree to. If you choose to pay your rent four-weekly or monthly, at no point during the four-week or monthly period should your rent account be in arrears. Payment for the whole period should be made in advance.
- 5e** We may change any of the amounts shown in condition 5c 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).
- 5f** 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 the 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.

- 5g** If you owe money from a previous tenancy with Newark and Sherwood District Council, details of the amount will be set out in an addendum to this agreement. By signing this agreement, you are agreeing to repay the money you owe us.
- 5h** If you are a joint tenant, you are both responsible for all the rent and any other charges for the property when they are due, not just liable for a proportionate part of them.
- 5i** 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 any monies, we may deduct this from the home loss payment before we pay any remaining balance to you.

6 Anti - social behaviour

When tackling anti - social behaviour throughout the district, the 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, 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.

Should you fail to comply with any of these conditions listed below action will be taken against your tenancy which could result in the loss of your home. We are unlikely to find you another permanent home if you are evicted because of anti-social behaviour.

6a You must not use the property and/or communal areas and/or the locality for any criminal, immoral or illegal purposes. This includes, but is not limited to; using the property for the cultivation, supply, possession and/or use of illegal substances, the handling of stolen goods or the illegal abstraction of utilities.

6b You must not:

- Seek to harm, coerce, intimidate, inflict domestic violence, or threaten violence against any other person.
- Use mental, emotional, financial, racist, or sexual abuse to make any member of your household want or need to leave the property.
- 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. Evidence of domestic violence does not rely on a criminal charge, and we may take legal action based on evidence from the victim or other witnesses.

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 the 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.

6c You must not:

- physically or verbally abuse; or
- intimidate; or
- 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.

6d 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, or visitor.

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

6f 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 are classed as criminal offences and you will be breaking these conditions of tenancy if you commit it or allow it to be committed. We would also ask other agencies such as the police to investigate any allegation or incident of discrimination or hate crimes.

6g 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 the 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. Incorrect disposal of your household waste, furniture or other belongings could lead to a court appearance and fine.

6h If the 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 and clear.

7 Using the property

- 7a** You must live in the property as your only or main home. If you expect to be away from your home for longer than six weeks, you must tell us. (If you are a secure tenant but stop living in the 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 the property as your main home, we may ask the court for a possession order against you.
- 7b** Once you have signed your tenancy agreement, you must move into the property on a date agreed with us.
- 7c** If we have reason to believe that you have not moved into the 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 the property is empty.
- 7d** You must not allow the property to become overcrowded. If you are concerned about the number of people in your property, please contact us for advice.
- 7e** 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 cause noise nuisance to neighbouring properties.
- 7f** Permission will not be granted in any circumstances for a log burner to be installed. Properties which are found to have installed log burners against this condition will be requested to remove it at their own cost.
- 7g** You must not run a business from the 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 involving the use of hydraulic equipment, industrial machinery, or chemicals.
- A shop or wholesale business where customers would have to visit the property.
- Any business that would result in business vehicles being parked at the property or in the area near the property and causing nuisance and annoyance.
- An animal breeding business.
- A haulage or lorry business.
- Any business (either for profit or non-profit) or activity that would cause a nuisance and annoyance.

- 7h** In order to ensure the health and safety of our staff, contractors, or subcontractors, we request that the property is smoke free when our employees or agents attend your home by appointment
- 7i** If the property has a door-entry system, you must use it properly. You must not (or allow anyone else to) interfere with the system rendering it ineffective.
- 7j** If the property has either a hard wired or battery-operated smoke alarm and/or Carbon Monoxide monitor, you must not (or allow anyone else to) disconnect the alarm rendering it ineffective and you should test its operation on a monthly basis.
- 7K** If your home is supported housing accommodation, it is a condition of your tenancy that an additional support charge is paid. You can find details of the charges in the central page of this tenancy agreement.
- 7L** Loft spaces should not be used to store items as it is a fire risk, those who do so, do so at their own risk.

8 Installation of CCTV at the property

- 8a** You must ask for permission prior to the installation of CCTV cameras at the property (which will not be reasonably withheld). This includes the installation of Smart Doorbells.
- 8b** This permission is subject to strict adherence to conditions provided to you by the Council, failure to comply with these conditions will result in the permission being withdrawn.
- 8c** Any camera installed must only be for the purpose of monitoring your own home and possessions. It should be positioned accordingly and within the boundary of the property and not include your neighbour's property or the activities of passers-by.
- 8d** Any camera installed must only be the fixed type and not able to be controlled or turned in any way. Once the positioning is agreed with the relevant Council officer, the camera must not be moved.
- 8e** The camera cannot be moved once installed. Newark and Sherwood District Council will have no responsibility for the data collected.
- 8f** The storage of video or audio footage taken from any CCTV or doorbells is not permitted and subject to regulatory compliance i.e., GDPR as provided by the Information Commissioners Office.
- 8g** In some instances the Police may recommend that an audio/video recording device be installed at the property with the intention to deter criminal behaviour, in this instance the Council will not refuse, however all outlined conditions in this section must be adhered to. This is providing you sign a declaration that you will NOT enable the audio function unless recommended by Police
- 8h** In the case of Smart Doorbells, only wireless doorbells would be considered. Permission must be sought before installation and will not unreasonably be withheld. However, not all properties are suitable for these doorbells as they can record sound and may border a public walkway. Tenants must ensure that the range covered by the cameras does not exceed the property. They must also not use the cameras for any other purpose such as listening to private conversations or observing neighbours. As part of giving permission, the Council may check periodically on whether the camera continues to abide by the rules. If it does not, permission may be revoked, and you may be asked to remove the device.

Notes

Guidance on the use of domestic CCTV is contained on the Information Commissioners Website at www.ico.org.uk <https://ico.org.uk/your-data-matters/domestic-cctv-systems-guidance-for-people-using-cctv/>

9 Repairs and the condition of the property

9a You must take care of your home. You must pay us the cost of any repairs to the 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, any lodger or visitor.

9b 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 tradespeople must be used for repairs where appropriate, as outlined below. Please ask if you are unsure.

9c 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 the 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 the property does not constitute a risk to health and safety.
- testing smoke alarms and carbon monoxide monitors where fitted
- replacement of toilet seats
- resetting electrical trip switches
- taking action to prevent and control condensation
- the repair and replacement of garden gates and gate furniture, fences, sheds unless adjacent to a public highway or designated play area.
- keeping the property pest and vermin free by way of pest control measures sought and paid for by yourself

9d You must report straight away 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 (not replacement of battery), carbon monoxide detectors (not replacement of battery).
- electrical wiring, gas, and water pipes.

In the event that an employee, contractor, or subcontractor causes accidental damage to the interior or exterior of your home when carrying out any works, we will consider this in line with our Compensation Policy.

9e 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.

- 9f** Any work, which you are responsible for under condition 9c above, must be carried out properly. If you do not meet your obligations under conditions 9c and 9d, you will have failed to take care of the property under condition 9a.
- 9g** 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.
- 9h** 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.
- 9i** 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.
- 9j** 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 website for further information.
- 9k** You have a right to have repairs done within published time limits; details of these can be obtained from the 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 home.

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.

10 Our right to enter your home

10a You must let us have access to your home to do the following:

- Inspect or survey, for any reason, your home or adjoining property
- Carry out any repairs, servicing, treatment, modernisation, replacement, or improvement works
- Carry out any safety inspections i.e., to undertake gas and electrical safety checks or fire door inspections
- Deal with any other matter for which we are responsible including inspecting the condition of your home
- To complete our Housing Management responsibilities and to ensure that you are complying with the conditions of this agreement and health and safety regulations.

10b If you do not let our employees, contractors, or subcontractors into your home after we have given you 24 hours' written notice we may:

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

10c 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.

11 Animals in your home

- 11a** Permission will be required to keep animals, this will be decided on a case-by-case basis. This will not be unreasonably withheld. The Council will, however, take into account the type of property you live in, the number, type, and breed of animals you want to keep, and their welfare needs. Some of our properties are designated dog-free and you will be advised of this when being considered for the offer of a property.
- 11b** All permissions given will be conditional, and these will be given to you upon approval of the permission request. The general terms of which will be that the animals do not cause damage to your home, garden or any shared areas and do not cause a nuisance or annoyance to neighbours or employees, contractors, and subcontractors. You will also be required to make proper arrangements for their welfare and for the disposal of their waste.
- 11c** The Council will ask you to remove or rehome your animal if any of these conditions are not met.
- 11d** You must not keep the following animals:
- Livestock
 - Venomous or harmful insects, spiders, snakes, or lizards
 - Any dog the Dangerous Dogs Act 1991 applies to.
 - Any animal the Dangerous Wild Animals Act 1976 applies to.
 - Any dangerous animal.
 - Any animal which causes a health and safety risk in the area.
 - Any animal that is not bred to be a domestic pet.
- 11e** You must not keep animals for commercial purposes or in numbers the Council considers to be on a commercial scale.
- 11f** You must not do anything to encourage wild pigeons, rats, foxes, mice, or grey squirrels on to your home, including the garden or communal areas, or other Council land.
- 11g** You must first ask permission to build an aviary or keep pigeons in a pigeon loft.

You are liable for every action carried out by animals in your home, so where your pet/s trespasses, fouls public places including your home, communal area, or the neighbourhood you will be held responsible and be expected to pay for any removal or remedial works required.

12 Gardens

- 12a** 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 and there is a Health & Safety risk, we may carry out all the necessary work and recharge you for doing this.
- 12b** You must cut the grass and hedges in your garden regularly in the growing seasons. Hedges and fences should not exceed a maximum height of 1.8m (6ft) at the rear and 1.2m (4ft) at the front and side.
- 12c** 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).
- 12d** You are responsible for the pruning and maintenance of all trees within your garden however you must ask for permission to cut down and/or remove any tree in your garden (which will not be unreasonably withheld).
- 12e** You must not plant any tree or shrub which may cause damage to you or your neighbours' properties.
- 12f** You must not alter the boundary of your home without our written permission (which will not be unreasonably withheld). This includes changing or putting up any fence, hedge, shrub, tree, or boundary wall.
- 12g** 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.

13 Vehicles

- 13a** 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 12g) unless it is a parking area that we have given you written permission to use.
- 13b** You must not carry out any major repairs on any vehicle within the boundary of the property, communal area, or locality.
- 13c** You must not build a parking space, garage, or driveway without our written permission (which will not be unreasonably withheld).
- 13d** You must not park any vehicle on a shared driveway on the property or park in a way that blocks other tenants or residents' homes or the road or causes a health and safety risk.
- 13e** If you or any member of your household, lodger or visitor to your home 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 home or park it safely in communal areas reserved for this purpose.

Notes

We will refuse permission for you to park a caravan, motorhome, or other large vehicle on a parking area in or near your home if doing so will;

- **cause a nuisance or annoyance to your neighbours;**
- **damage the property; or**
- **cause health, safety, or fire risks**

14 Ending your tenancy

- 14a** When ending your tenancy, you must give us not less than four full weeks' notice, in writing that ends before 12 noon on a Monday.
- 14b** Once we have received your notice of termination, we will contact you to arrange an inspection of your home to ensure you leave the property in an acceptable condition; and where required we will work with you to achieve this prior to you handing your keys in.
- 14c** When your tenancy ends, you must leave the property and hand the keys and fobs to us on or before that date and time. If you do not return the keys and fobs on time and we have to change the locks at the property, we will charge you for doing so.
- 14d** You must remove all your furniture, personal belongings, and rubbish from the property (including lofts, 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 secure the property and store belongings for 28 days. We will notify you of this at your last known address. If the items are not collected within 28 days, 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.
- 14e** 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.
- 14f** You must make sure that any member of your household, lodger, or visitor leaves the 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 the 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 the property is empty.
- 14g** 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 may charge you for doing so. In some cases, you might be entitled to compensation for certain improvements you have made when you move home. Please see our Compensation Policy for more information.
- 14h** In properties that require a parking permit, when you terminate your tenancy, you must return the permit with the keys.

15 Health and safety

You, any member of your household, lodger, or visitor to your home must not do the following;

- Use or store butane or propane gas within the boundary of the property (this includes your garden and any outbuildings), other than those required for general household use.
- Store petroleum spirit or any other highly flammable liquids in your home.
- Any inflammable liquid stored for fuel-powered garden equipment must not be stored in the home. It must be stored securely in an outside building.
- Keep any fuel powered vehicle inside your home or communal areas.

