



CONDITIONS OF TENANCY

Introductory Tenants

September 2005

PEMBROKESHIRE COUNTY COUNCIL

TENANCY AGREEMENT & CONDITIONS OF TENANCY: INTRODUCTORY TENANCY

There are two types of Council tenancy:

- An **Introductory** tenancy
- A **Secure** tenancy

All new tenants to the Council are being offered an **Introductory Tenancy**. Introductory Tenants have **fewer legal rights** than a secure tenant.

Rights and Duties of an Introductory Tenant

The Introductory Tenancy is a **trial period of one year**. During this period the tenant must show that they are responsible enough to keep their council tenancy. They must:

- Not cause a nuisance or harass other people, as described in section 7 of this agreement
- Pay rent and other charges on time; and
- Look after the property.

If the tenant breaks any of the rules in the tenancy agreement they can be evicted. An Introductory Tenant can be evicted much more quickly and more easily than a Secure Tenant. If the Council takes the tenant to court as part of possession proceedings whilst they are an Introductory Tenant, providing the Council has followed the correct procedure, the Court must grant the Council a Possession Order, which will mean that the tenant is evicted.

If the tenant demonstrates that they can act responsibly, the tenancy will **automatically** become a Secure Tenancy after they have been a tenant for twelve months. This will happen if the Council has not started any eviction proceedings in Court, before the end of the twelve-month period. There is no requirement to sign a new tenancy agreement at this stage.

An Introductory Tenant does **not** have all the rights in the tenancy agreement during the period of the Introductory Tenancy. These are highlighted in the agreement.

This is the clause:

3.2(i) Exercising his or her right to carry out a mutual exchange with another tenant under Section 92 of The Housing Act 1985.

This only applies if the tenancy becomes a secure tenancy.

When the tenancy becomes a **Secure Tenancy** the full legal rights of a Council Tenant are granted. That means the tenant has more security, and may keep their home as long as they want it unless there is a legal reason why the County Council wants to take it back (called a 'ground for possession' in the Housing Act 1985). If this happens, the Council would have to convince a Court that the tenant has broken the tenancy conditions, and that it is reasonable for the tenant to be evicted.

I. RIGHTS AND DUTIES OF A TENANT

'The Tenant' of the property has certain rights. 'The Tenant' is also subject to certain duties and responsibilities. These rights and duties of 'The Tenant' are set out in this agreement. They are subject to changes in law.

VARIOUS

- 1.1 The terms of this tenancy may not be changed except;
- i) By agreement in writing between 'The Tenant' and the Council
 - ii) By the Council giving 'The Tenant' 28 days' Notice of its intention to vary the tenancy

The Council is obliged to consult with its tenants before making any major changes to the terms and conditions of tenancy.

NOTICES

- 1.2 Tenants who wish to serve Notices and other communications on the Council must do so in writing, and send or deliver the notices to: The Customer Services Manager (Housing Management), Social Care & Housing, Pembrokeshire County Council, County Hall, Haverfordwest, Pembrokeshire, SA61 1TP.
- 1.3 'The Tenant' accepts that a formal Notice relating to the tenancy served on him or her by the Council, is good service if, the Notice is posted to, delivered or left at the property, and addressed to the tenant.

RENT

- 1.4 'The Tenant' agrees to pay the rent due, including any water, sewage and other charges, for which 'The Tenant' is liable, for as long as the tenancy continues. This amount shall be payable on the Monday of each week. Any Customer Contact Centre or the Revenue Services Division can give advice on any housing benefits 'The Tenant' may be entitled to receive.
- 1.5 The Council will change the amount of rent payable from time to time. Before this can be done the Council must give 28 days' written notice.
- 1.6 Where a joint tenancy is held, both tenants are each responsible for the payment of all of the rent, and any rent arrears. The Council can recover all rent owed from the tenancy from any individual joint tenant.
- 1.7 The Council may charge 'The Tenant' for any new services, or extra services provided at the property, as part of the rent. The Council will notify 'The Tenant' of any change by giving 28 days' written Notice. Included in the current rent is a charge for water and sewerage disposal. These charges are not made when a water meter is installed. 'The Tenant' will be advised of the different elements of the weekly charges on the rent card.

FORMER TENANCY DEBTS

- 1.8 'The Tenant' must repay any money he or she owes the Council from a previous tenancy such as rent arrears or the cost of repairing damage for which he or she is held liable. If 'The Tenant' does not keep to an agreed repayment plan, the Council will go to Court to evict him or her from their home.

2. SECURITY OF TENURE

- 2.1 The Tenant enjoys what is known as Security of Tenure. This means the Tenant can only be evicted from the property on certain grounds, which are specified in law and which need to be proven in court. No proceedings can be taken to evict 'The Tenant' from the property unless 'The Tenant' has first been served with a formal Notice stating the Council's intention to seek an order to evict and the reasons why.

**This does not apply to an Introductory Tenant. See section 'Introductory Tenancy', at the start of this agreement.*

- 2.2 For a Secure Tenant, in cases where nuisance or annoyance is caused by any person residing in the tenancy, the Council may also apply to a Court for a Demotion Order under Section 14 of the Anti-Social Behaviour Act 2003, which will end the Secure Tenancy, and create a Demoted Tenancy.

**This does not apply to an Introductory Tenant. See section 'Introductory Tenancy', at the start of this agreement.*

- 2.3 'The Tenant' only enjoys Security of Tenure if he or she occupies the property as their only or principal home. If 'The Tenant' intends not to occupy the property for longer than one consecutive month, 'The Tenant' must notify the Council in writing. If this is not done, the Council can take steps to end the tenancy.

ENDING THE TENANCY

- 2.4 'The Tenant' must give 28 days' notice in writing to terminate the tenancy. In the case of a joint tenancy, notice given by one joint tenant will terminate the joint tenancy for both tenants. A joint tenant of the property cannot end his or her interest in the tenancy without the Council's consent.

The keys to the property must be returned to the Council before 5.00pm on the Monday on which the tenancy ends. If the keys are returned after this date 'The Tenant' will be charged at an amount equivalent to the weekly rent for the use and occupation of the property.

When the keys are returned to the Council, 'The Tenant' must ensure the Council has vacant possession of the property. 'The Tenant' must not leave any other person in the property when they move out. If they do 'The Tenant' may be charged for the continued use of the property, and any costs of removing persons left in the property.

- 2.5 When the property is vacated:
- i) The property (including any loft space) and garden should be left clear of rubbish, furniture and other belongings, and in a clean condition.
 - ii) The Council's fixtures and fittings should not be removed.
- 'The Tenant' may be charged for clearing items from the property, cleaning the property or replacing fixtures and fittings which have been damaged, removed or replaced without the Council's written permission.
- 2.6 At the end of the tenancy, 'The Tenant' agrees to allow the Council to dispose of anything left in the property in the manner that it sees fit. If any items are sold the Council may use any proceeds to reduce any debt due to the Council from 'The Tenant', or the cost of storing or disposing of any items.
- 2.7 When the tenancy comes to an end, 'The Tenant' has the right to compensation for certain types of improvements that he or she has made to the property with the Council's written consent. These qualifying repairs and the rates of compensation are defined by law.

3. SUCCESSION ASSIGNMENT AND OTHER RIGHTS

SUCCESSION AND ASSIGNMENT

- 3.1 In certain circumstances where a Tenant dies, 'The Tenant's' husband or wife, or a qualifying member of 'The Tenant's' family who has lived with 'The Tenant' for at least twelve months leading up to 'The Tenant's' death may 'succeed' to the tenancy. However the tenancy only carries the legal right to one succession. The right to succeed to the tenancy is defined by law. The law regarding succession is complex.

The Council must always be informed of the death of a 'Tenant' and will give advice on succession.

- 3.2 'The Tenant' may not assign or pass on the tenancy in any circumstances, except with the written consent of the Council. This will only be given in certain circumstances where the Council considers it is appropriate. These are:
- i) When 'The Tenant' is exercising his or her right to carry out a mutual exchange with another 'Tenant' under Section 92 of The Housing Act 1985.
**This does not apply to an Introductory Tenant. See section 'Introductory Tenancy', at the start of this agreement*
 - ii) As part of divorce proceedings when a Court Order is made under Section 24 of the Matrimonial Causes Act 1973, or Section 17 of the Matrimonial and Family Proceedings Act 1984, or when a Court order is made under Schedule 1 of the Children Act 1989.
 - iii) Where 'The Tenant' requests to pass their interest to a spouse or family member who would have been entitled to benefit from 'succession rights' as defined under Section 87 and 88 of the Housing Act 1985 (see section on assignment above). This will be subject to the Council's discretion.

LODGERS AND SUB LETTING

- 3.3 If 'The Tenant' wishes to take in a lodger, 'The Tenant' must first obtain written consent from the Council. The tenant must not sublet the whole of the property.

OTHER RIGHTS

- 3.4 'The Tenant' has the right to receive information from the Council concerning the way Council Housing is allocated.

4. CONDITIONS OF TENANCY: REPAIRS

4.1 The Council

- i) agrees to repair and maintain the structure and exterior of the property. This includes drains, gutters, external pipes, and the main footpaths to the front and rear doors.
- ii) agrees to repair and maintain the installations in the property for the supply of water, gas, and electricity (excluding service meters) and for sanitation, including basins, sinks baths, and lavatories, only if these have been installed by the Council, or were in the property when 'The Tenant' moved into the property.
- iii) agrees to repair and maintain the heating and water heating systems that are standard fixtures to the property, or those items that the Council has agreed to adopt.
- iv) will only maintain standard fixtures and fittings in the property at the time it was let to 'The Tenant', or installed as part of Council improvements to the property.

- 4.2 The Council agrees to carry out repairs within a reasonable period of time, and will attempt to comply with specific service standards.

- 4.3 The Council agrees to clean up after completing a repair.

- 4.4 'The Tenant' has a legal right to repair, and may be able to get compensation if certain qualifying repairs are not done on time.

REPAIRS: OBLIGATION OF THE TENANT

- 4.5 'The Tenant' agrees to report promptly to the Council any repairs for which the Council is responsible.
- 4.6 'The Tenant' must allow the Council and its authorised persons to enter the property at any reasonable time for the purposes of carrying out repairs or improvements or inspecting the premises. When required the Council will give 'The Tenant' 24 HOURS WRITTEN NOTICE of its intention to enter the premises EXCEPT IN AN EMERGENCY. In an emergency the Council has the right to force entry to the property. If it is necessary for the Council to take legal action in order to enter the property 'The Tenant' will be recharged the cost of these actions and any necessary lock changes, and 'The Tenant' may be prosecuted for obstruction.
- 4.7 'The Tenant' is responsible for repairs such as: plugs to sinks, baths and basins; blocked internal pipes and traps; toilet seats and covers, the easing of internal doors, providing curtain rails, light bulbs or fluorescent light tubes; replacement fuses; blinds; shelving; hinges; hooks; wall and floor tiles, clothes lines or rotary dryers, fencing between gardens' (other than to mark the boundary between dwellings); garden paths and garden sheds. THE ABOVE LIST IS NOT EXHAUSTIVE
- 4.8 All glazing is the responsibility of 'The Tenant'. If any glass is broken, even if it is by accident, it is 'The Tenant's' responsibility to get it replaced. The Council will only replace glass if the damage was caused by criminal activity, the matter has been reported to the Police and a crime reference obtained.
- 4.9 Locks and keys are 'The Tenant's' responsibility, unless the Council agrees to replace these due to fair wear and tear. The Council will only replace damaged locks if the damage was caused by criminal activity, the matter has been reported to the Police and a crime reference obtained.
- 4.10 If the Council has complied with its responsibilities under this tenancy agreement, the Council is not responsible for damage to your decoration or belongings if they are damaged as part of an accident, such as a fire or flood at the property. You are strongly advised to take out a home content insurance policy to protect your belongings.
- 4.11 The Council is NOT obliged to repair any items that become defective as a result of neglect and misuse by 'The Tenant' (or anyone living with 'The Tenant' or visiting the property). If it is considered necessary, or 'The Tenant' requests that the Council carry out the work, it will be at the expense of 'The Tenant', and the Council will require payment in advance.

LOOKING AFTER THE PROPERTY: ALTERATIONS AND IMPROVEMENTS

- 4.12 'The Tenant' must not carry out any improvement, alteration or other building works at the property without first obtaining the written consent of the Council; this includes:
- the removal of walls or doors
 - any alteration that affects the heating appliances in the property,
 - the erection of any aerial, satellite dish or any other wire or fixture attached to the fabric of the building,
 - the replacement or installation of fencing or gates,
 - the erection of any shed, greenhouse or pigeon loft, garage or other structure in the grounds of the property,
 - the installation of a water meter.

THE ABOVE LIST IS NOT EXHAUSTIVE

'The Tenant' may be required to obtain Building Regulations or Planning Approval for certain types of work, and it will be the responsibility of 'The Tenant' to get this.

The Council may agree to maintain certain gas appliances installed with the necessary consent.

When the tenancy comes to an end, 'The Tenant' may have the right to compensation for certain types of improvements. See Clause above.

- 4.13 The Council will not refuse permission for alterations unless there is a good reason.
- 4.14 If 'The Tenant' carries out improvements or alterations to the property without the Council's written agreement or does not get other necessary permissions, the Council may ask 'The Tenant' to return the property to how it was before. If this is not done, and the Council deems it necessary to do this work, 'The Tenant' will have to pay the full cost of the work, and action may be taken to end the tenancy.
- 4.15 'The Tenant' is responsible for maintaining his or her own appliances that are not fixtures such as cookers, or washing machines, and is responsible for any pipes or cables connecting these to the gas, electricity or water supplies.
- 4.16 Some properties may be let with non-standard fixtures, such as garden sheds, 'The Tenant' may be asked to sign a separate agreement about the maintenance of such items.

LOOKING AFTER THE PROPERTY: DECORATION, GARDENS AND CLEANLINESS

- 4.17 'The Tenant' must keep the inside of the property in a clean and sanitary condition, to the satisfaction of the Council.
- 4.18 'The Tenant' is responsible for the internal decoration of the property and keeping it in a reasonable state of redecoration, as decided by the Council.

- 4.19 If, in the opinion of the Council's Public Protection Division, the property requires cleansing, because it is insanitary, and 'The Tenant' does not do the required work within the timescale set by the Council, the Council may carry out this work, and 'The Tenant' will be charged the full cost incurred by the Council.
- 4.20 'The Tenant' is responsible for keeping the garden tidy. The grass must be cut regularly; any hedges or trees kept to a reasonable height; not allowed to overhang a neighbouring property or common areas, or damage the walls of the property. 'The Tenant' must not allow any trees or hedges that form part of the boundary of the property to be removed without the Council's prior consent in writing. 'The Tenant' must not alter existing paths or steps to the front or back door without the Council's written permission. The garden must be kept clear of rubbish, scrap or other waste material or insanitary items.
- 4.21 If, in the opinion of the Council, the garden for which 'The Tenant' is responsible requires maintaining, cutting or clearing of rubbish, and 'The Tenant' does not do the required work within a reasonable timescale set by the Council, the Council has the right to do the work and charge 'The Tenant' the whole cost of this work.
- 4.22 'The Tenant' must not store or use any quantity of inflammable material, or bottled gas in the dwelling, except if it is stored in a safe container. These materials must not be stored in communal areas.
- 4.23 Where communal areas are shared with other residents, 'The Tenant' must ensure that:
- i) The communal parts of the building are kept in a clean and tidy condition and free of litter and rubbish.
 - ii) Pathways and other access ways are kept clear and free of obstructions.

5. CAR OR VEHICLE PARKING

- 5.1 'The Tenant' must not allow any vehicle to be parked within the boundary of the property (e.g. a driveway or garden) where there is not:
- i) a dropped kerb, and
 - ii) a properly constructed vehicle access, with a licence from the Council to cross the footway, and
 - iii) a hard standing constructed to the Council's specifications.

Written consent must be obtained before proceeding with such works.

- 5.2 Any vehicle parked within the boundary of a property must be in roadworthy condition, taxed or have a Statutory Off Road Notice (SORN) issued by the DVLA attached to it.
- 5.3 'The Tenant' must not allow any caravan or boat to be parked within the boundary of the property without the written consent of the Council. Any caravan must not be used as a permanent, part time or temporary residence.
- 5.4 'The Tenant', members of his or her household or visitors must not park vehicles on grass verges, footpaths or pedestrian communal areas in or around the property.

- 5.5 'The Tenant', members of his or her household or visitors must not park illegal or unroadworthy vehicles on the land around the property, on communal hard standings or parking bays. If it is necessary for the Council to remove or dispose of such vehicles, the registered owners will be charged the cost of the removal or disposal.
- 5.6 'The Tenant', members of his or her household or visitors must not park any caravan, boat or trailer on a communal hard standing or parking area or other Council owned land in the locality of the property without the written consent of the Council.
- 5.7 'The Tenant', members of his or her household or visitors must not park vehicles of greater than 3.5 tonnes gross weight on any communal parking area, hard standing or driveway in the locality of the property without the written consent of the Council.
- 5.8 'The Tenant', members of his or her household or visitors must not carry out major vehicle repairs within the boundary of the property or on communal hard standing, parking areas or other Council land. Major vehicle repairs are works that leave the vehicle in an un-roadworthy condition overnight or for longer periods. 'The Tenant', members of his or her household or visitors must not carry out activities that carry a risk to health, safety or environmental contamination.

6. THE CONDUCT OF PEOPLE IN YOUR HOME

COMMUNITY RESPONSIBILITIES

Everyone has the right to live the way they wish to, providing they do not interfere with people living near them, or break the law. In most cases it would be expected that people resolve their own problems peacefully, but if this fails the Council will take action, especially in cases of nuisance, harassment or victimisation.

TENANT'S RESPONSIBILITIES

- 6.1 'The Tenant' is responsible for the behaviour of every person (including children) living in, or visiting his or her home. This responsibility includes when these people are in 'The Tenant's' property or garden, and in the locality around 'The Tenant's' property. It also includes when they are on surrounding land and streets, or in communal areas (stairs, landings, entrance halls, shared gardens or parking areas).
- 6.2 'The Tenant', members of his or her household or visitors must not cause a nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include:

- Loud music, television or radio that can be heard outside the curtilage of the property.
- The use of noisy machinery between 9.00 p.m. and 08.00 a.m.
- Arguing and door slamming
- Offensive drunkenness
- Selling illegal drugs
- Obstructing communal areas
- Throwing anything from the windows or balconies of flats.
- Dog barking and fouling

THE ABOVE LIST IS NOT EXHAUSTIVE.

6.3 'The Tenant', members of his or her household or visitors must not dump rubbish or fly tip items in the locality of the property. Domestic refuse should only be placed in the street on the day of collection, or if the refuse collection takes place early in the morning, the evening of the preceding day. Only items that are collected by the Council as part of the normal refuse collection should be placed out for collection and these should be in proper bags or containers.

6.4 'The Tenant', members of his or her household or visitors must not commit or threaten any form of harassment or violence against any other person. This includes harassment on the grounds of race, colour, religion, disability or sexual orientation. The Council takes threats of violence or verbal abuse very seriously and such behaviour will result in the Council taking eviction proceedings against 'The Tenant'.

Examples of harassment include:

- using or threatening to use violence,
- abusive or insulting words or behaviour,
- intimidation,
- damaging or threatening to damage another person's home or possessions,
- writing threatening, abusive or insulting graffiti,
- doing anything that interferes with the peace, comfort or convenience of others, or cause offence to them
- racist behaviour or language.

THE ABOVE LIST IS NOT EXHAUSTIVE

6.5 'The Tenant', members of his or her household or visitors must not make false or malicious complaints about the behaviour of any other person.

6.6 'The Tenant' must not use the property, or allow it to be used for any illegal, criminal or immoral activity (including any communal area near the property).

Examples of this type of activity are:

- bringing in, storing, producing or selling drugs,
- storing, distributing or producing racist material,
- distributing or producing illegal pornography,
- storing consuming or selling stolen goods,
- prostitution,
- sexual offences.

THE ABOVE LIST IS NOT EXHAUSTIVE

- 6.7 'The Tenant' must not inflict physical violence, threaten violence or use mental, emotional or sexual abuse against their partner, ex-partner or another member of his or her family or household, or threaten to do so.
- 6.8 'The Tenant', members of his or her household or visitors must not damage, deface or put graffiti on Council property. 'The Tenant' must pay for any repair or replacement as a result of such actions, and may face eviction proceedings.
- 6.9 'The Tenant', members of his or her household or visitors must not interfere with security or safety equipment in communal blocks, or door entry systems.
- 6.10 'The Tenant' must not allow a business to be operated from the property without the Council's consent in writing. The Council will not normally refuse permission unless it is considered that the business would cause a nuisance or might damage the property.

VIOLENCE TOWARDS COUNCIL STAFF

- 6.11 'The Tenant', members of his or her household or visitors must not abuse, threaten or assault any Council employee or Council contractor, either physically or verbally. This includes acts that take place in Council offices or the locality of 'The Tenant's' home. The Council takes threats of violence or verbal abuse towards its staff very seriously and such behaviour will result in the Council taking eviction proceedings against 'The Tenant'.

7. PETS

- 7.1 'The Tenant' can keep up to two domestic pets (a domestic pet is a dog, cat or small caged animals/birds) at the property without the written permission of the Council. The Council's written permission is required to keep any other animals. No permission will be granted to animals listed under the Dangerous Wild Animals Act 1976.
- 7.2 Any animal kept or left at the property by 'The Tenant', members of his or her household or visitors must not be allowed to cause a nuisance to neighbours or other residents, by causing excessive noise or a danger to other people or animals. Animals kept at Council properties must not be kept in unhygienic conditions, and any animal waste should be disposed of promptly.
- 7.3 Any animal kept or left at the property by 'The Tenant', members of his or her household or visitors must not be allowed to foul in the property or communal areas, roads, footpaths or play areas in the locality of the property.
- 7.4 Dogs should not be allowed to roam without proper supervision in communal areas, roads, footpaths or play areas in the locality of the property, and must not be tethered or allowed to foul in these areas

8. SUPPORTING PEOPLE AND SHELTERED HOUSING SERVICES

**This section only applies to Tenants receiving these services.*

SUPPORTING PEOPLE SERVICES

- 8.1 Some tenants may receive extra tenancy support services, through 'Supporting People'. For those tenants there will be an attached schedule to the tenancy agreement. These services may be subject to change.
- 8.2 Those tenants who are assessed as needing Supporting People Services will not be obliged to accept those services. However, if as a result of the lack of support 'The Tenant' breaches any of the clauses of this agreement, action may be taken by the Council to recover the tenancy.

SHELTERED HOUSING SERVICES

This section only applies to tenants receiving these services, either in one of the designated sheltered housing properties provided by Pembrokeshire County Council or where a Peripatetic Warden Service operates.

In addition to the other clauses of this agreement, 'The Tenant' of a sheltered housing property agrees to:

- 8.3 Pay the costs and charges associated with providing the warden service, and community alarm system in addition to the weekly rent, irrespective of whether these facilities are used by 'The Tenant'.
- 8.4 Notify the Sheltered Housing Warden of any changes of circumstances in their household that are relevant to the Warden's supporting role.
- 8.5 Allow reasonable access to the property to the Sheltered Housing Warden.
- 8.6 Use any communal facilities linked to the property in a reasonable and considerate manner.
- 8.7 Be responsible for the behaviour of any guests booked into guestrooms.