

Introductory Flexible (fixed-term) Tenancy Agreement

Definition of Tenancy Terms

The term Tenancy refers to both the Introductory Periodic Tenancy and any replacement Flexible (fixed-term) Tenancy and the terms Tenant/s and Tenancy Agreement shall be understood accordingly. Provided no Notice of Possession Proceedings have been served, the Introductory Periodic Tenancy will convert to a Flexible (fixed-term) Tenancy after the period of the Introductory Tenancy comes to an end.

Data Protection Act

The Tenant accepts that the Council will keep and use personal information about you and will use this information to:

- check the accuracy of information we already hold
- meet our obligations under this Tenancy
- apply our rights under the Tenancy
- keep to our legal responsibilities, and the responsibilities we have to other organisations
- meet our responsibilities to other Tenants, and
- comply with our legal obligations in relation to the Equality Act 2010.

The Tenant agrees that we can give your personal information to other appropriate organisations so we can meet our obligations.

Other organisations may include:

- contractors appointed to carry out repair, maintenance or improvement work to the property
- any body or person connected with legal proceedings
- Any Government agency
- social care
- benefits and council tax divisions
- other local housing providers
- medical professionals, and
- professional advisers.

If you have any questions on how we use your personal information, you should write to us.

By signing this Tenancy Agreement, you are authorising the Council to make any enquiries that it wishes, both now and in the future, with any recognised credit reference agency, Council Directorate (including benefits and council tax), Police, Doctor and supplier of gas, water or electricity with regard to the prevention and detection of fraud.

This Tenancy Agreement is an important document and is the contract between the Tenant and the Council as the landlord. It is divided into four sections as follows:

Section 1

Declaration (part 1), sets out Tenant/s information, details of the Premises, rent and charges

Section 2

Information on Introductory Tenancies and Flexible (fixed-term) Tenancies sets out general information relating to the Tenancy

Section 3

Tenancy Conditions, these conditions apply to Introductory, Flexible (fixed-term) and Secure Tenancies.

Section 4

Declaration (part 2), sets out the occupants of the household and includes further tenant/s information. It is also the part of the document which binds the Tenant to the conditions of the Tenancy Agreement.

Section 2 – Information on Introductory Tenancies and Flexible (fixed-term) Tenancies

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2. Flexible (fixed-term) Tenancy
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5. Provision of Information about Tenancies
6. Prevention of Social Housing Fraud

1. Introductory Tenancy Scheme

- 1.1 The Council operates an Introductory Tenancy Scheme whereby all new potentially Secure Tenants (sometimes referred to as “lifetime tenants”) and Flexible (fixed-term) Tenants are “on trial” for a period of 12 months in order that the Council can satisfy itself that the Introductory Tenant can sustain a Tenancy and meet with the conditions of the Council’s Tenancy Agreement.
- 1.2 A written Notice will be served before the Introductory Tenancy is granted making clear the arrangements for the transition from Introductory to Flexible status providing no possession proceedings have been commenced, setting out the length of the fixed-term and other expressed terms of the tenancy.
- 1.3 Should any conditions be breached, the Council will be able to seek possession of the property through the County Court with the judge having to grant possession, provided all of the procedures have been followed correctly.
- 1.4 In circumstances where the Council has concerns about an Introductory Tenant, but not serious enough to apply to the County Court for possession, the introductory period can be extended by a further 6 months following the serving of a Notice of Extension in accordance with the Housing Act 2004. The Notice of Extension will give the Introductory Tenant the right to request a Review of the decision to extend the trial period (in writing within 14 days of being served with the Notice of Extension) under Section 125B of the Housing Act 2004.
- 1.5 If the “trial” period is successfully completed, Introductory Tenancies automatically become either Secure Tenancies or Flexible (fixed-term) Tenancies.
- 1.6 As part of this Agreement, the Tenancy Conditions set out at Section 3 must be complied with, with the exception that the right to buy will not apply until the tenancy is Secure.

2. Flexible (fixed-term) Tenancy

- 2.1 The Flexible Tenancy (granted under sections 107A to 107E of the Housing Act 1985 and the Flexible Tenancies (Review Procedure) Regulations 2012) will be for a fixed term of 9 years and will have an introductory period of 12 months added to the beginning of the fixed-term, making the tenancy 10 years in duration. Where the introductory term is extended by a further 6 months (due to minor breaches of tenancy conditions) the fixed term will be for 8½ years making the tenancy 10 years in duration.
- 2.2 The Introductory Tenancy will convert to a Flexible (fixed-term) Tenancy after the trial period unless the Council has commenced action to end the Introductory Flexible (fixed-term) Tenancy.
- 2.3 Any additional discretionary rights granted to the Introductory Tenant which are set out in the Tenants’ Handbook does not imply (by word or action) any right to a Flexible (fixed-term) Tenancy before the Introductory Tenancy term has ended.

3. The Council's right to end an Introductory Tenancy

- 3.1 If during the period of the Introductory Tenancy any of the conditions of the Tenancy are breached, the Council may take action to evict the Tenant. Before the Council takes such action it will:
- (a) Send two letters formally warning of the action (except in cases of extreme Anti-Social Behaviour or Social Housing Fraud), giving the Tenant the opportunity to resolve any breaches of Tenancy conditions.
 - (b) Serve a Notice of Possession Proceedings giving the reasons for taking the action.
 - (c) Give the right to request a Review of the Council's decision to evict the Tenant (in writing within 14 days of being served with the Notice of Possession Proceedings) under Section 128 of the Housing Act 1996.
 - (d) The Council will proceed to Court seeking an Order for possession and the execution of the Order. If the Court is satisfied that the Notice of Possession Proceedings and Review have been carried out correctly they must grant the Court Order.

4. Assessment Criteria – Decision on re-granting a Flexible Tenancy

- 4.1 At the commencement of the Flexible Tenancy, the Council will provide in a leaflet the Flexible (fixed-term) Tenancies Assessment Criteria & Review Procedures. The leaflet sets out the Assessment Criteria that the Tenant will be assessed against to determine, at the end of the fixed-term, if a further tenancy will be granted. At least 6 months prior to the ending of the fixed-term, the Council will serve a Notice in writing stating that it either proposes to grant a further Tenancy (Flexible or Secure – on the same or another property) on the expiry of the existing fixed-term or that it intends to end the Tenancy. If a further Tenancy is not granted the Tenant will be able to seek a review of the decision. There is no right to a review of the type of tenancy offered.

5. Provision of Information about Tenancies

- 5.1 The Council has published a Tenants' Handbook which sets out information about its Secure Tenancies in such a form that explains, in simple terms, the effect of this Tenancy Agreement. The Tenants' Handbook will be provided when the Tenancy arises or as soon as practicable afterwards. The Council will regularly update Tenants on any changes to the Tenants' Handbook. In addition, matters relating to the Tenancy are also set out in the Council's Tenancy Policy and Housing Allocations Scheme copies of which will be provided on request free of charge.

6. Prevention of Social Housing Fraud

- 6.1 The Council will take a photograph of the Tenant at sign up which will be retained for the purpose of the prevention and detection of social housing fraud. The Tenant will provide the Council with an updated photograph of themselves every 10 years. In addition, the Council may from time to time pass the Tenant's personal data to credit agencies for the same purpose.
- 6.2 The Council will undertake "Tenancy Audits" from time to time to ensure that Tenants are complying with their Conditions of Tenancy with particular attention being paid to illegal Subletting. Access to the Premises may be required for this purpose.

**Section 3 – Introductory, Secure and Flexible (fixed-term) Tenancy Agreement
Conditions**

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General Terms

1. Explanation of terms:

- 1.1 In these conditions the terms;
- (a) "The Council" refers to Epping Forest District Council as the local authority and landlord.
 - (b) 'The Tenant' and 'Him' and 'His' refer equally to both sexes and in the case of a Joint Tenancy, to the joint Tenants jointly and severally.
 - (c) 'The Premises' means the separate dwelling let subject to this Tenancy Agreement.

It is agreed as follows:

2. Rent and other charges

- 2.1 The rent is payable fortnightly in advance and two weeks inclusive rent shall be payable prior to the commencement of each fortnight.
- 2.2 The weekly net rent, which is inclusive of any service/support charges is payable fortnightly and may be altered on written Notice of no less than 4 weeks being given to the Tenant by the Council specifying the rent proposed.
- 2.3 The Tenancy is subject to any housing benefit or rent rebate scheme of the Council (or other statutory agency) that may be in force at any given time. The Tenant is responsible for making rent payments prior to any Housing Benefit determination being made.
- 2.4 If the Tenant's rent account is in arrears at any time (including, at any time during the fixed period of a Flexible Tenancy), the Council may at once serve the Tenant with a Notice of Seeking Possession and subsequently institute legal proceedings for the recovery of the arrears, and/or seek to regain possession of the Premises through the Court. The Council may take all other steps available within the law (or any Protocols) in force at the time to recover the debt outstanding.
- 2.5 Whilst the Tenant is in arrears of rent the Council will not undertake specific discretionary improvements to the Premises unless it is in the best interest of the Council or the Premises, or safety of the Tenant.

3 Service of Notices

- 3.1 The Tenant is hereby served Notice that the Council's address at which Notices may be served by the Tenant is the address stated in Section One (Declaration) of this Tenancy Agreement.
- 3.2 Any legal Notice or any other communication arising from this Tenancy Agreement, shall be validly served on the Tenant by the Council if posted or delivered to the Premises, and will be deemed as having come to the Tenant's attention.

- 3.3 If the Premises has been or appears to have become abandoned and the Tenant cannot be traced, it will be sufficient in accordance with this Tenancy Agreement to serve a Notice by post or delivery to the Premises as the last known address (Section 233 Local Government Act 1972). Following expiry of the Notice the Tenancy will come to an end.
- 3.4 If the Tenant dies and there is no person qualified to succeed and the Council has not been notified by an appropriate person and the Tenancy has not, prior to the Tenant's death, vested or been otherwise disposed of by Assignment or in pursuance of an order made under Matrimonial or Family Law proceedings, then the Tenancy will be terminated by serving a Notice to Quit on both the Public Trustee and the Tenant's legal representative or Executor and such a Notice will be sufficiently served if left at the Premises, or if affixed or left at the Premises.

4. Termination of the Tenancy

- 4.1 The Tenancy may be terminated by either party (the Tenant or the Council) by expressed surrender by the Tenant giving, in writing, four weeks' notice (not counting the day on which the Notice is served) to expire on a Sunday. Any Notice given by the Tenant must be signed by the Tenant and sent to the Council. The Tenant also has this right during the fixed term period of any Flexible Tenancy provided there are no arrears outstanding and any other breaches of Tenancy are remedied.
- 4.2 If the Tenancy ceases to be a Secure Tenancy, for any reason, including because the Tenant no longer occupies the Premises, the Council shall be entitled to terminate the Tenancy by serving a 4 weeks Notice to Quit at the Premises, this also applies to Flexible Tenancies during the fixed term.
- 4.3 The Tenancy may be brought to an end by the Council by obtaining an order of the Court for the possession of the Premises and the execution of the order, or by obtaining a Demotion Order. Any Notice served on the Tenant by the Council will be in accordance with Sections 83 & 83 A of the Housing Act 1985, the Protection from Eviction Act 1977, or any legislation in force at the time.
- 4.4 The Tenant will allow the Council access to undertake an accompanied viewing with a potential future Tenant prior to the Tenancy ending.
- 4.5 At the end of the Tenancy the Tenant will give up possession of the Premises to the Council and:
- thoroughly empty and clean the Premises
 - leave the Council's fixtures and fittings in the Premises in a proper state of repair and decoration
 - surrender by delivering all keys (including door entry fobs, keys to sheds etc) to the Council's offices by the last day of the Tenancy
 - deliver up possession of the Premises to the Council
 - provide a forwarding address

- clear all rubbish and correct defects deemed by the Council to be the Tenant's responsibility
- pay to the Council any re-charged amounts for failure to comply with the above

4.6 The Council will accept no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy. If the Tenant leaves any possessions at the Premises which are considered to be of a good standard then the Council will take reasonable steps to notify the Tenant. Where it is not possible to trace the former Tenant then the Council will dispose of any possessions. Items of high value will be placed into storage for a period of 28 days and if not reclaimed will be disposed of with any proceeds being used to pay off any of the Tenant's outstanding debts. The Tenant will be re-charged for the service.

5. Transfer to another dwelling

5.1 Prior to a transfer to another dwelling (including by way of mutual exchange), an officer of the Council may visit the Premises to carry out an inspection. The Tenant will be notified of any defects to the Premises, which must be corrected by the Tenant (whether or not a prior visit is undertaken) prior to the transfer taking place. Following the Tenant giving vacant possession, any works to correct defects deemed by the Council to be the Tenant's responsibility will be re-charged to the vacating Tenant.

6. Joint Tenancies

6.1 A Secure or Flexible (fixed-term) Tenancy can be held by one person or by up to four Joint Tenants all of whom must be qualifying persons. However many Tenants there are, there is still only one Tenancy and the rights and duties relating to the Tenancy apply jointly and severally to all Joint Tenants.

6.2 When a Joint Tenant dies, the remaining Tenant/s will continue to hold the tenancy by "survivorship". The names of any Joint Tenants cannot be removed from the Tenancy and if one Joint Tenant terminates the tenancy then the Tenancy comes to an end. Further information is available in the Council's leaflet on Joint Tenancies.

7. The Tenant's obligations - The Tenant agrees:

Possession

7.1 The Tenant as an individual will occupy the Premises as His only or principal home at the commencement of the Tenancy. Where the Tenancy is a Joint Tenancy, each of the Joint Tenants is an individual and at least one of them will occupy the Premises as His only or principal home. If the Tenant fails to occupy the Premises as His only or principal home, the Council will take legal proceedings to obtain possession of the Premises.

7.2 To always reside in the Premises apart from circumstances such as holidays or periods in hospital or in prison. If the Tenant intends to be absent from the Premises for a period of six weeks or more, He shall obtain the Council's consent in writing setting out the period of the absence, the reason and contact details of His representative.

- 7.3 Not to use the Premises for any other reason than a private dwelling-house. The Tenant may with the written consent of the Council, operate a business from and contained within the Premises provided it does not cause any nuisance or inconvenience to neighbours. The selling or repairing of vehicle/s, is not permitted.
- 7.4 Not to use any of the Council's storage cupboards or electrical intake cupboards for any purpose.
- 7.5 To permit the Council or its representatives on reasonable notice (with the exception of emergencies where immediate access will be required) which may be verbal, to enter the Premises or adjoining property at reasonable times to inspect them or to carry out works including gas safety checks to the Premises. If this is not granted by the Tenant then a Court Injunction, or possession proceedings for breach of this Tenancy Agreement may be sought.

8. Nuisance and Anti-Social Behaviour

- 8.1 The Tenant will not cause by either Himself or His agents nor allow members of His household or visitors to cause, or be likely to cause, a nuisance or annoyance to any other persons in the locality including neighbours or to any tenant, agent, employee, Councillor or contractor of the Council.
- 8.2 The Tenant will not cause or commit or allow anyone living with the Tenant or the Tenant's visitors to cause or commit, or to cause any act likely to cause, any form of harassment or other anti-social behaviour. Harassment and anti-social behaviour is any act or omission which interferes with the peace and comfort of or which may cause nuisance annoyance or injury or offence to any other persons in the locality including neighbours or to any tenant, agent, employee, Councillor or contractor of the Council and includes (but is not limited to):-
- (a) harassment on the grounds of Age, Disability, Gender reassignment, Marriage and Civil Partnership, Pregnancy and maternity, Race, Religion or belief, Sex, Sexual orientation
 - (b) violence (including domestic violence) or threats of violence to any person;
 - (c) use of abusive or insulting words or behaviour either in person or by way of any social media;
 - (d) offensive drunkenness;
 - (e) damage or threat of damage to property belonging to another person including damage to any part of a person's home;
 - (f) writing graffiti and in particular graffiti which is abusive, threatening or insulting;
 - (g) making unnecessary or excessive noise by any means whatsoever including arguing, door slamming, or the playing of loud music
 - (h) using or allowed use of the Premises for prostitution;
 - (i) the taking of, cultivation or storing of, or dealing in or the illegal use of, any controlled drugs;
 - (j) keeping un-licensed firearms at the Premises;
 - (K) using the Premises for handling or storage of stolen property;

(l) any nuisance or annoyance caused by pets including barking and fouling;
and

(m) playing ball games close to someone else's home.

8.3 Should any such incidents occur, the Tenant accepts that the Council may take appropriate possession action, or make an application to the Court to obtain a Tenancy Demotion Order; or an Injunction (with a possible power of arrest) against any person whether or not they are the Tenant in accordance with the Housing Act 1996, Crime and Disorder Act 1998, or any legislation in force at the time.

9 Pets

Premises with enclosed gardens

9.1 Not to keep a pet animal such as a dog, cat, or similar unless the Tenant occupies a Premises with direct access to its own enclosed garden. The consent of the Council will be required before more than one dog is kept at the Premises. The Tenant will keep the animal under proper control at all times and be responsible for keeping dogs on a lead in the communal areas and clearing any waste in a hygienic manner, including at the Premises. No type of dog prescribed under the Dangerous Dogs Act 1991 or any other legislation may be kept at the Premises.

Premises without an enclosed garden

9.2 Not to keep any pet animal where the tenant occupies a dwelling without direct access to its own enclosed garden, without the written consent of the Council. The Tenant will keep the animal under proper control at all times and be responsible for keeping dogs on a lead and clearing any waste in a hygienic manner, including at the Premises. Dogs will not be allowed in any communal gardens. No type of dog prescribed under the Dangerous Dogs Act 1991 or any other legislation may be kept at the Premises.

9.3 Not to keep a pet animal if living in a sheltered or grouped housing scheme for older people, with the exception of a caged bird or a similar pet which may be allowed with the written consent of the Council.

9.4 The Council may at any time require the removal of any pet or animal if in its opinion it is kept in a manner prejudicial to the comfort of other Tenants/residents, or the well being of the pet or animal, or detrimental to the Council's property.

10. Smoking in Communal Areas

10.1 That neither the Tenant nor any of His visitors will smoke in any of the enclosed communal areas around the Premises.

11. Sheltered Accommodation

11.1 That if the Tenant lives in sheltered accommodation, in the interest of safety, He will not have use of gas apart from communal heating.

12. Maintenance and Decorations

- 12.1 To keep the interior of the Premises in good and clean condition (including the sweeping of chimneys) and to decorate all internal parts of the Premises at reasonable intervals as required by the Council.
- 12.2 To make good at request by the Council any unsuitable decoration or any decoration required on leaving to make the Premises fit for re-letting.
- 12.3 To be responsible for repair/replacement as necessary of the following:
- Glazing including seals to double glazed units
 - Clothes lines and posts (unless communal)
 - Coat rails
 - Curtain Poles/Rails
 - Dividing fencing
 - Door furniture
 - Electric plugs, fuses and bulbs
 - Fireplace fittings
 - Floor and wall tiles
 - Gate hinges and fasteners
 - Glazing (with the exception of the elderly and proven vandalism)
 - Hearths
 - Hot water cylinder jackets
 - Keys/Fobs
 - Plugs for the bath, basin and sink
 - Rear and side garden paths
 - Hard-standings and patios
 - Tap washers
 - Wall brackets etc
 - Water butts
 - Toilet chains, seats and lids
- 12.4 The Council reserves the right to re-charge the Tenant for any damage caused to the items set out in 12.3 above, which are not repaired or replaced by the Tenant.
- 12.5 To keep the floors in the Premises covered in such a manner as to minimise the transmission of noise arising in the Premises to other parts of the building and to obtain the Council's consent before installing laminate flooring or similar in any flatted accommodation.
- 12.6 To seek the Council's consent to alter any electrical light fittings, only surface mounted light fittings will be considered.

13 Damage

- 13.1 To keep the interior of the Premises and cooking apparatus and floor coverings in repair. To replace all broken glass and to make good damage to the exterior or interior (including damage to communal areas and fixtures and fittings) caused by the Tenant, or by the Tenant's household or any visitor of the Tenant.

- 13.2 In the event of failure by the Tenant to carry out such remedial works within 28 days, then the Tenant will be required to pay any reasonable costs incurred by the Council in carrying out such works either during the period of the Tenancy or when the Tenancy has ended.
- 13.3 To replace any of the Council's fixtures and fittings removed during the Tenancy and in the event of a failure to replace such fixtures and fittings then to reimburse the Council with the cost of replacing the same during, or after, the termination of the Tenancy, and to pay any reasonable administration costs incurred by the Council in so doing.
- 13.4 To be responsible for clearing blockages in any WC, drain, sewage or waste pipe caused by the act or neglect of the Tenant, anyone residing with the Tenant or the Tenant's visitors and in the event of the Tenant failing to clear such stoppages within a reasonable time then to be responsible for the cost of the Council so doing.
- 13.5 To report to the Council promptly any disrepair or defect for which the Council is responsible at the Premises or the communal areas.
- 13.6 Not to commit any action or act of negligence likely to invalidate the Council's insurances or persist in any such action or act.

14. Parking

- 14.1 Not to park any motor vehicle within the curtilage of the Premises without a hardstanding being in place, and without having the written consent of the Council for a vehicular crossover being constructed in accordance with the policies of both the Council and the Highways Authority.
- 14.2 Not to park caravans, boats, commercial vehicles (other than small vans), or trailers within the curtilage of the Premises nor on the Council's estates or any of the Council's garage forecourts or anywhere that would cause an obstruction to the emergency services.
- 14.3 Not to park heavy vehicles on the estate for prolonged periods. Heavy vehicles are vehicles whose gross unladen weight is 2 tonnes or more.
- 14.4 Not to park vehicles in ambulance bays at sheltered housing schemes.

15 Roadways

- 15.1 Not to block local roadways and other vehicular accesses, and to keep them, and car parking spaces, clear of any unroadworthy vehicles and other obstructions which are under the control of the Tenant.

16 Communal Areas

- 16.1 That if occupying a flat or maisonette (not within a sheltered scheme) to accept a share of the responsibility for the cleaning of the communal parts of the Premises, including all communal windows.

- 16.2 To keep communal facilities in sheltered accommodation including lounges, guest rooms, kitchen and laundries clear from obstruction and following use by the Tenant leave it generally in the same condition as it was found.
- 16.3 To keep clear from obstruction all communal areas including balconies, landing, staircases, walkways, fire and security doors (which must not be wedged open) or any other communal means of access to or from the Premises.
- 16.4 Not to keep any personal belongings or any other items stored in communal areas other than:
- (a) Pictures hung on the wall, providing they do not contain glass on the frame;
 - (b) Mats placed outside front doors, provided that these are rubber backed (non-slip) and have a chamfered edge all round;
 - (c) Curtains at windows, provided they are flame retardant; and
 - (d) Non-flammable items which were aesthetically pleasing (e.g. plant pots) provided that they are stored in recesses away from the means of escape routes, and not on window sills.
- 16.5 Carpets in communal areas of flat blocks are not permitted
- 16.6 To keep any garden (enclosed, remote, or communal) made available to the Tenant in a tidy and cultivated condition. Not to plant any trees e.g. leylandii, conifers without the written consent of the Council, and keep all existing hedges to a maximum height of two metres, and all trees in good condition.
- 16.7 Not to install any shed or similar structure in any communal garden.
- 16.8 To dispose of refuse and rubbish securely and safely hygienically wrapped into plastic bags and placed into waste bins provided and to place the refuse and rubbish in the correct and suitable area (not any communal area or balcony) in a timely manner in accordance with rubbish collection days. To remove and dispose of all unwanted items, which are not normally collected by the refuse collectors.

17. Alterations and additions

- 17.1 To obtain the written consent of the Council and any other relevant agency before any alteration or addition is made to the Premises, or to any of the Council's fixtures and fittings, or to the gas, electrical or other services installed therein; or any temporary or permanent building structure or installation, such as a green house, garden pond, decking, garage or shed, is erected or constructed within the curtilage of the Premises.
- 17.2 Not to fix any installation or item to any external over-clad surface without the Council's consent.
- 17.3 To complete, once started, authorised work within a reasonable time and to the standard of workmanship required by the Council.

- 17.4 To obtain the written consent of the Council before erecting any notice or advertisement relating to commercial purposes, or any television, or radio aerial, or television satellite dish, if affixed to the exterior of the Premises.
- 17.5 To be responsible for the costs of removal and re-installation of any items added as a result of authorised alterations or additions should they obstruct any works the Council may wish to undertake to the Premises or adjoining premises.
- 17.6 To obtain the written consent of the Council before removing any tree or before any part of the garden is concreted or paved over (other than existing paths).

18 Safety

- 18.1 Not to use or store at the Premises, adjacent garage, or store cupboard, inflammable liquids, gas, or similar.
- 18.2 The Council strongly advises that the Tenant installs and regularly tests smoke and carbon monoxide alarms in the Premises.

19. The Council's Obligations - The Council Agrees:

Possession

- 19.1 To give the Tenant possession of the Premises at the commencement of the Tenancy.
- 19.2 Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises provided that the Tenant complies with this Tenancy Agreement and its obligations, except in the following special circumstances:
- (a) Where access is required subject to reasonable notice, (which may be verbal) to enter the Premises to inspect the condition, undertake the annual gas safety check, or to carry out repairs or other works to the Premises or adjoining property. If this is not granted by the Tenant then an application may be made for a Court Injunction to provide access. In the event of an emergency, (e.g. fire, flood) if forced entry is necessary in the absence of the Tenant, then the property will be made secure thereafter.
 - (b) Where possession is required by the Council for the purposes of redevelopment, major rehabilitation or other major works, and the Council in its opinion has offered the Tenant suitable alternative accommodation.
 - (c) In order to comply with any Order of the Court to grant the Tenancy to another person.

Repair of structure and exterior and interior of the premises

- 19.3 To undertake qualifying repairs at the Council's expense within a prescribed period (to a standard acceptable to the Council) to the structure and exterior of the Premises including communal lighting, drains, gutters, external pipes, roof, outside doors, window sills, window catches and frames, internal walls, floors, ceilings, doors, window frames, and skirting boards, chimneys, chimney stacks, but not including sweeping of chimneys.

- 19.4 To provide at the commencement of the Tenancy, wire and post boundary divider. Any further dividing fencing, to a higher specification to wire and post fencing will be the responsibility of the Tenant.
- 19.5 To keep in good repair the following installations:
- (a) The installations in the Premises for the supply of water, gas, and electricity, and sanitation including basins, sinks, baths, and sanitary conveniences;
 - (b) The installation in the Premises for space heating or heating water;
 - (c) Electric wiring (including sockets and switches originally installed by the Council), gas and water pipes; and
 - (d) The lift service where provided.
- 19.6 In the case of flats and maisonettes to take all reasonable steps to keep in good repair the communal entrances, halls, stairways, rubbish chutes, and any other common parts for use of the Tenant or His visitors.

20. Internal Decoration - Communal Areas

Communal areas

- 20.1 Make every reasonable endeavour to arrange for the internal redecoration of entrance lobbies, staircases and landings in blocks of flats and/or maisonettes and communal lounges, kitchens and laundries at sheltered housing schemes at reasonable intervals.

External decoration

- 20.2 To make endeavours at reasonable intervals to arrange for the external painting of the Premises.

Redecoration after structural damage

- 20.3 In the case of Premises at which the Council has responsibility for structural defects under this Tenancy Agreement, within 3 months of rectifying the defects or such longer period as may be required due to circumstances outside the Council's control, to make good as necessary any decorative damage caused by the defects.

21. Cleaning services

- 21.1 To provide a cleaning service at the communal areas of certain blocks of flats for which a service charge will be levied.
- 21.2 To arrange for the cleaning of any lifts.

22. Inspection of estates

- 22.1 To regularly inspect estates and the buildings and equipment thereon to ensure they are maintained to a reasonable standard.

23. Period of repairs

- 23.1 To remedy within a reasonable time all defects reported by the Tenant to the Council for which the Council is responsible, in accordance with this Tenancy Agreement.

24. Exceptions to Repair Liabilities

- 24.1 The Council will not to be liable to keep in repair and working order appliances (or their connection to the supply) that makes use of the supply of gas, water and electricity unless these appliances have been provided by the Council.
- 24.2 Not to be liable to carry out repairs which have become necessary due to the Tenant not using the Premises in a tenant-like manner or by not observing this Tenancy Agreement.
- 24.3 Not to be liable to rebuild or otherwise reinstate the Premises to its former condition in the case of substantial destruction.
- 24.4 Not to be liable to repair or maintain anything, which the Tenant is entitled to remove from the Premises, excepting any damage caused by some act or omission of the Council.

25. Tenants Rights

Lodgers/Subletting

- 25.1 The Tenant may allow any persons to reside as lodgers in the Premises, but the Tenant will not without the written consent of the Council sub-let or part with possession of part of the dwelling house. If the Tenant parts with the possession of the dwelling or sub-lets the whole of it (or sub-lets first part of it and then the remainder) the Tenancy ceases to be secure and cannot subsequently become secure.
- 25.2 The Tenancy is not capable of being assigned save by way of exchange or pursuant to an Order made in various matrimonial proceedings or to a person who would be qualified to succeed the Tenant if the Tenant died immediately before the assignment and in all such cases upon conditions which are set out in the Housing Act 1985 or any subsequent legislation.

26. Improvements

- 26.1 Not to undertake any alteration in, or addition to, the Premises including the Council's fixtures and fittings or provision of services to the Premises. Not to erect any satellite dish without the Council's consent.
- 26.2 The Tenant shall not make any improvement without the written consent of the Council.

27. Compensation for Improvements

- 27.1 Tenants may be compensated after the end of the Tenancy for 'qualifying' improvements carried out to the Premises by the Tenant in accordance with the Leasehold Reform Housing and Urban Development Act 1993, or any subsequent legislation in force at the time the Tenancy is terminated.

28. Right to Repair

- 28.1 Should specified repairs (which the Council is obliged to carry out within the specified times-scale in accordance with the Housing Act 1985) not be carried out the Tenant may carry out such repairs to the Premises, and recover from the Council such sums which are determined under the scheme for qualifying repairs.

29. Right to Exchange

- 29.1 The Tenant may, with the written consent of the Council, enter into a mutual exchange with another secure/assured Tenant, provided that the other secure or assured Tenant has the written consent of their landlord. The Council will grant consent subject to the provisions and clauses under either the Housing Act 1985 or the Localism Act 2011 or any subsequent legislation.

30. Right to Buy

- 30.1 The Tenant will have the right to buy the Premises subject to conditions and exceptions in accordance with the Housing Act 1985 (or any subsequent legislation).

31. Right to Succeed

- 31.1 On the death of the Tenant, a person is qualified to succeed the tenant under a secure tenancy if the person occupies the dwelling as the person's only or principal home at the time of the tenant's death and is the tenant's spouse or civil partner, or is a person who was living with the tenant as if they were a spouse or civil partner.
- 31.2 This express term of the Tenancy Agreement makes provision for a member of a person's family (as defined under S113 of the Housing Act 1985 (the Act)), to succeed to the tenancy provided:
- (a) at the time of the Tenant's death, the dwelling-house is not occupied by a spouse or civil partner, or a person who was living with the Tenant as if they were a spouse or civil partner of the Tenant as his only or principal home; and
 - (b) there is no under-occupation;
- in which case a family member will be allowed to succeed to the tenancy if they meet all of the succession rules set out under the Act and have been residing at the property as their only or principal home for over three years.

- 31.3 If the property is under-occupied by a family member, and the family member meets all of the succession rules set out under the Act and has been residing at the property as their only or principal home for over three years, they will be made one offer of suitable smaller alternative accommodation. If the successor tenant refuses to move, then the Council will take Court action to seek possession under the Act.
- 31.4 If the property is occupied by a family member who has resided at the property for less than three years then they will be required to vacate. If the occupier refuses to vacate, then the Council will take Court action to seek possession under the Act.
- 31.5 In accordance with the Act, if the tenant himself was a successor there are no further rights of succession. This express term of the Tenancy Agreement makes provision for a person to succeed a successor to the tenancy where the remaining occupant would otherwise have been a successor tenant and will therefore be treated in the same way as if he had the right to succession.

32. Household Contents Insurance

- 32.1 To note the advice of the Council to take out adequate Home Contents Insurance to cover for loss or damage (including water damage) of decorations, goods, or belongings owned by the Tenant and kept at the Premises, including outbuildings.

33. Complaints and Compliments

- 33.1 If the Tenant has a complaint or wishes to register a compliment about any service provided by the Council they can do so under the Council's procedures in force at the time.

34. Consultation on Matters of Housing Management

- 34.1 The Council will consult with its Tenants on matters relating to housing management and any changes to this Tenancy Agreement, by which Tenants will be substantially affected, in accordance with current Government legislation and good practice. This will include informing the Tenant of any proposal in respect of the matter giving the Tenant the opportunity to make their views known within a specified period, considering any representations made prior to any decision being taken.

Who to contact:

Tenants living in the North area:

Council rent and other tenancy issues:

Area Housing Office (North)

Civic Offices, High Street, Epping CM16 4BZ
Phone: 01992 564545

Tenants living in the South area:

Council rent and other tenancy issues:

Area Housing Office (South)

63 The Broadway, Loughton, Essex IG10 3SP
Phone: 01992 564186

Limes Farm Housing Office

The Limes Centre, Limes Avenue, Chigwell, Essex IG7 5LP
Phone 01992 564765
Office open Mon to Fri 9.00 am - 12.00 pm
(Wednesdays 9.00 am – 4.30 pm)

All areas:

Housing Repairs

Telephone: 01992 564199

Out of hours emergency repairs

Phone: 01992 564000 5.00pm - 9.00am

Careline and Older Peoples Services

Phone: 020 8508 8596

The information given in this leaflet was correct at 31 August 2013. Please be aware that there may have been changes since that time, such as new laws or council policies.

Please tell us if you would like your Tenancy Agreement provided in any other way, as a large print version for example.

Epping Forest District Council

Housing Directorate, Civic Offices, High Street, Epping, Essex CM16 4BZ
Telephone: Epping (01992) 564000 www.eppingforestdc.gov.uk/housing

September 2013