

# Hull City Council Tenancy Agreement



**Hull**  
City Council

Contents	Page
<b>Part 1 – Introduction.....</b>	<b>2</b>
1. About this agreement .....	2
2. Words and phrases used in this agreement.....	2
3. This agreement .....	3
<b>Part 2 – Your obligations.....</b>	<b>4</b>
4. Rent and service charges.....	4
5. Other payments.....	4
6. Use of the premises .....	5
7. Use of communal areas .....	5
8. Gardens and driveways .....	5
9. Vehicles.....	6
10. Storage of materials and fire safety.....	6
11. Business use.....	8
12. Nuisance and antisocial behaviour.....	8
13. Domestic violence and abusive behaviour within the household.....	8
14. Harassment.....	9
15. Pets and animals.....	9
16. Unlawful behaviour.....	9
17. Theft.....	10
18. Damage.....	10
19. Alterations or additions.....	10
20. Maintenance and repairs.....	11
21. Access and entry.....	12
22. Lodgers and subletting.....	14
23. Assignment .....	14
24. Keeping the Council informed .....	14
25. Support to maintain your tenancy.....	15
26. Compensation .....	15
27. Additional conditions for flats.....	15
28. Ending the tenancy .....	17
<b>Part 3 – The Council’s obligations .....</b>	<b>18</b>
29. Quiet enjoyment .....	18
30. Repairs and maintenance .....	18
31. Limits to the Council’s repairing obligations .....	18
32. Boundary disputes .....	19
33. Enforcement of any conditions in this agreement .....	19
<b>Part 4 – General conditions .....</b>	<b>20</b>
34. Sharing information .....	20
35. Service of notices.....	20
<b>Part 5 – Specific matters .....</b>	<b>21</b>
36. Declaration of trust .....	21
37. Specific matters.....	21
<b>Schedule 1 – Rent.....</b>	<b>23</b>
<b>Schedule 2 – The nature and extent of the premises .....</b>	<b>24</b>
<b>Schedule 3 – Specific agreed matters affecting the premises.....</b>	<b>25</b>
<b>Schedule 4 – Support conditions .....</b>	<b>27</b>
<b>Declaration.....</b>	<b>29</b>

# THE AGREEMENT

## Part 1 – Introduction

### 1. About this agreement

This is your agreement with the Council to live in your home. There are a number of different types of agreement that you may have with the Council. This agreement applies if you have

- a secure tenancy
- an introductory tenancy
- a demoted tenancy
- a secure licence agreement
- an introductory licence agreement
- a demoted licence agreement.

The conditions in this agreement apply to all the above unless otherwise stated. Many of these conditions are intended to reflect statutory provisions and where that is so, this agreement is not intended to extend or restrict those provisions. If a statutory provision is amended, then the corresponding condition is to read so as to continue to reflect the amended statutory provision as far as practicable.

### 2. Words and phrases used in this agreement

When the following words or phrases are used in this agreement, they have the meaning set out in this list of definitions

- 2.1 **Block of flats** means the building that your flat is in. This includes multi storey and single storey buildings containing more than one dwelling and includes, (but is not limited to) sheltered accommodation.
- 2.2 **Business** means a trade, profession or employment (whether in expectation of payment or not) and includes any activity undertaken by any group of people.
- 2.3 **Common parts** means the parts of the block of flats that provide access to your flat and any areas or facilities provided for your use that are not in your flat. This includes lifts, landings, laundries, community rooms and any other shared facilities.
- 2.4 **Communal areas** means any road, path, communal gardens or recreation area, or other open space owned by or under the control of the Council in the neighbourhood.
- 2.5 **The Council** means Kingston upon Hull City Council.
- 2.6 **Damage** includes any damage to property whether caused intentionally or accidentally or as a result of negligence, recklessness or neglect.
- 2.7 **Dwelling house** means the house, bungalow, flat, maisonette or bedsit that you may occupy or any part of it. Where the dwelling house is a flat, bedsit or maisonette, it does not include any common parts.
- 2.8 **Garden** means any garden, yard, driveway or other land let to you as part of the premises.

- 2.9 **Household member** means any person living (whether temporarily or permanently) in the premises.
- 2.10 **Premises** means the dwelling house at the address specified on page 32 let to you and any garden, yard, driveway, garage, parking space or other land or building let with the dwelling house including fences, walls and other structures as specified in schedules 2 and 3.
- 2.11 **Rent year** means the period of one year commencing on the first Monday in April.
- 2.12 **Service charges** means charges for services provided to you by or on behalf of the Council as your landlord.
- 2.13 **Support plan** means the agreement you have made with a person or organisation in which they agree to provide appropriate support to help you to comply with the conditions of this agreement.
- 2.14 **Tenancy** and **tenant** includes a licence and licensee unless the context shows otherwise.
- 2.15 **Visitor** means any person visiting the premises who is not a household member.
- 2.16 **Written consent** means consent in writing from the Council's Head of Social Care and Housing (or any equivalent officer) or in accordance with condition 37 of this agreement and may be subject to conditions that the Council imposes. Any consent that is required will not be unreasonably withheld. If you are required to obtain consent under this agreement, you may also need to obtain statutory consent from the Council or other organisations. Any consent given by the Council under this agreement does not replace, constitute or take effect as that consent.
- 2.17 **You** means the tenant(s) named on page 38 and includes any successor or assignee.
- 2.18 References to a page, numbered condition, paragraph or Schedule are references to pages, numbered conditions, paragraphs or Schedules of this tenancy agreement and the Schedules form part of this agreement.
- 2.19 Except where the context requires otherwise, references to the singular include the plural and vice versa.
- 2.20 If any of the conditions, paragraphs or Schedules in this agreement are found to be unlawful by a court, it shall not affect the rest of the agreement.

### 3. This agreement

Unless otherwise specified on page 42 as a licence, this agreement is a tenancy agreement between you and the Council. The Council agrees to let the premises to you on a weekly periodic tenancy commencing on a Monday and to abide by the conditions set out in Part 3 of this agreement. You agree to abide by the conditions set out in Part 2 of this agreement. You and the Council agree to abide by the conditions set out in Part 4 of this agreement. You and the Council agree the matters specified in Part 5 and, where relevant, to abide by the conditions set out in that Part.

## Part 2 – Your obligations

You must abide by the conditions set out in this part of the agreement. **As the tenant you are also responsible for the behaviour of household members and visitors and you must not allow them to do anything that would be in breach of this agreement.** If this is a joint tenancy, each tenant is responsible for ensuring that all the obligations are complied with and you are both entitled to the rights granted by this agreement.

### 4. Rent and service charges

- 4.1 You must pay the rent specified in Schedule 1 or as varied in accordance with condition 4.4 and any service charges notified to you from time to time on or before Friday each week, subject to condition 4.3, by such method as the Council may specify.
- 4.2 You must pay the rent for any period of less than a week at the start or the end of this agreement at a daily rate equivalent to the rent payable for one rent year divided by three hundred and sixty five.
- 4.3 The rent payable each week is calculated by apportioning the rent payable in one rent year over 50 or 51 weeks (depending on how many weeks there are in the particular rent year). The weeks when you do not have to make a payment will be indicated on your rent card or otherwise notified to you in writing by the Council. If you are in arrears during the weeks when you are not otherwise required to make any payments, you must continue to make payments in accordance with any arrangement you have with the Council or in accordance with any court order.
- 4.4 The Council may change the rent and service charges by giving you not less than 28 days written notice or any such shorter reasonable period as the law may allow. This includes starting to make a charge for services where you are not currently charged and stopping making charges for services where you are currently charged.
- 4.5 You may be entitled to Housing Benefit and it is your responsibility to make a claim and provide all the information requested to process your claim.

### 5. Other payments

- 5.1 This condition applies to any money you owe the Council that is not rent or service charges referred to in condition 4, but is
  - 5.1.1 related to this agreement, or
  - 5.1.2 related to a former tenancy you held with the Council.
- 5.2 You must pay the Council the money you owe under condition 5.1. This debt is to be paid off at the rate set out in condition 37 or at such other reasonable rate as the Council may determine and notify to you in writing. If you do not make the required payments, the Council may take legal action against you.
- 5.3 If you cannot maintain the payments, you must contact the Council and it will take reasonable steps to reach an agreement with you.

## **6. Use of the premises**

- 6.1 You must occupy the premises as your only or principal home or, where the tenancy is a joint tenancy, at least one of you must occupy the premises as your only or principal home.
- 6.2 You must tell the Council if you are, or plan to be, away from the premises for more than six weeks.

## **7. Use of communal areas**

- 7.1 You must share the use of communal areas with other tenants. You must not cultivate, fence off or restrict access to any parts of the communal areas without written consent.
- 7.2 You must not build, construct or place any building or other structure in the communal areas without written consent.
- 7.3 You must not leave waste or other items in the communal areas (except in designated bins or other appropriate receptacles).
- 7.4 You must not cause nuisance, annoyance or disturbance in the communal areas. This includes (but is not limited to)
  - allowing your dog to foul the communal areas without clearing it up immediately
  - allowing your dog or other animal to cause a nuisance, annoyance or disturbance
  - playing inappropriate ball games
  - noisy, abusive or intimidating behaviour
  - the consumption of alcohol when this behaviour becomes a nuisance to others
  - inappropriate sexual behaviour
- 7.5 You must not damage the communal areas.
- 7.6 If you are in breach of any of conditions 7.1 to 7.5 the Council may charge you the cost of repairing, reinstating or cleaning the communal areas or otherwise remedying your breach and recover these costs under condition 5 or by other lawful methods.

## **8. Gardens and driveways**

- 8.1 You must keep your garden (if any) in a tidy condition and reasonably free from weeds, rubbish, litter and other waste materials. You must not allow the garden to become a nuisance or an eyesore.
- 8.2 You must not have any plant in your garden that causes a nuisance or annoyance to your neighbours, other people in the neighbourhood or the Council. This includes (but is not limited to) plants that may spread uncontrollably, plants that may spread onto the path or road or plants with root systems that could cause damage to the premises or neighbouring premises.
- 8.3 You must not plant any tree or plant on the premises which may grow to a height of more than two metres without written consent. Consent would not be unreasonably withheld.

- 8.4 You must not allow any person to reside in the garden without written consent.
- 8.5 You must share the use of any driveway which gives access to the premises and an adjoining property with the occupiers of the adjoining property. You must not park or allow any person to park any motor vehicle, trailer, caravan or boat on the driveway or to otherwise obstruct the driveway. You must not fence off or enclose any part of the driveway without written consent.
- 8.6 If your garden becomes a nuisance, annoyance or eyesore then the Council may serve a notice on you requiring you to put your garden in the condition required by condition 8.1 or requiring you to do anything reasonably required to remedy any breach of conditions 8.2 to 8.5. The notice shall specify the time or times within which the work required to be done in the notice must be completed. If the work is not completed within the specified time or times, the Council may enter the premises and undertake the necessary work.
- 8.7 If the Council has done any work to the premises or incurred any costs under condition 8.6, you must pay the Council its reasonable costs. The Council may recover these reasonable costs under condition 5 or by other lawful methods.

## **9. Vehicles**

- 9.1 You must not store or park a vehicle (including but not limited to cars, trailers, caravans, boats and motorcycles) on the premises, the common parts or communal areas without written consent.
- 9.2 Any consent may include conditions including (but not limited to) the construction of a hard standing or driveway and a limit to the number of vehicles you may keep at the premises.
- 9.3 You may not take a vehicle onto the premises unless a proper footpath crossover has been provided and approved by the highways authority.
- 9.4 You must not repair a motor vehicle on the premises, common parts, communal areas or road in the neighbourhood, except for the routine maintenance of a motor vehicle regularly used by you or a household member or where written consent has been given under condition 11 (Business use).

## **10. Storage of materials and fire safety**

Condition 27 imposes additional conditions relating to fire safety in flats. In the event of a conflict between this condition and condition 27, condition 27 will apply where the premises is a flat.

- 10.1 You must not keep a dangerous material or dangerous quantities of a material at the premises without written consent. Dangerous materials include (but are not limited to)
- compressed gas
  - fireworks

- 10.2 You must take all reasonable precautions to protect the premises from fire.
- 10.3 You must ensure that all means of escape from the premises are kept free from obstruction.
- 10.4 You must not keep petrol, paraffin, liquid or bottled gas or any other flammable materials at the premises except where necessary for normal domestic purposes, for medical purposes where the equipment has been prescribed by a registered medical practitioner or for use in heaters approved in accordance with condition 10.6. You must not keep large amounts of these substances on the premises and the substances must be stored appropriately and safely.
- 10.5 You must not bring into or keep in the dwelling house, a motorcycle, moped or machinery having a petrochemical engine.
- 10.6 You must not use paraffin or petrol heaters, or liquid or bottled gas heaters, in the premises without written consent.
- 10.7 You must not light fires on the premises except
- 10.7.1 in a properly ventilated fire place or stove supplied or approved in writing by the Council
  - 10.7.2 in a portable barbecue or other similar appropriate equipment situated in the yard or garden and used in accordance with the manufacturer's instructions
  - 10.7.3 In a properly constructed fixed barbecue or other similar structure provided that written consent has been obtained in accordance with condition 19 and the structure is only used in accordance with the Council's written consent
  - 10.7.4 small bonfires if they are situated at a safe distance from buildings, fences, hedges and anything flammable and supervised by a responsible adult. The only material that may be burned is clean, dry wood.
- but you must not do anything that might cause a nuisance or annoyance to other people in the premises or in the neighbourhood (see condition 12).
- 10.8 You must ensure that any fire or smoke detection equipment installed in the premises is working correctly. This means that you must test the fire or smoke alarms regularly and replace the batteries where necessary. If a fire or smoke alarm fitted by the Council is not working correctly, you must notify the Council promptly.
- 10.9 You must not do anything that might reduce the fire safety at the premises or in any communal areas or common parts. This includes (but is not limited to)
- removing or damaging any fire detection devices
  - removing, altering or damaging any structures that provide fire separation (such as doors and walls)



- interfering with or damaging any installations for the supply of electricity, gas or any other service
- removing or damaging any instructions relating to fire safety procedures
- blocking, restricting or otherwise reducing any escape routes.

## **11. Business use**

You must not use the premises for running or operating a business without written consent. Consent will not be unreasonably withheld.

## **12. Nuisance and antisocial behaviour**

### **12.1 You must not**

- do
  - allow any household member or visitor to do, or
  - incite or encourage others to do
- anything that may cause nuisance, annoyance or disturbance to any person in the neighbourhood.

### **12.2 Some examples of behaviour that may cause nuisance, annoyance or disturbance are (but are not limited to)**

- loud or persistent noise
- being abusive towards others
- garden fires
- leaving rubbish or waste in your garden
- criminal behaviour
- prostitution.

## **13. Domestic violence and abusive behaviour within the household**

### **13.1 You must not**

- act
  - allow any household member or visitor to do, or
  - incite or encourage others to act
- in a violent or abusive way towards any person living in or visiting the premises.

### **13.2 Some examples of behaviour that may be violent or abusive are (but are not limited to)**

- doing anything that is likely to cause alarm, harassment or distress to another person
- using physical violence
- domestic violence
- threatening another person with violence
- being sexually, emotionally, psychologically or financially threatening or abusive.

## **14. Harassment**

### **14.1 You must not**

- harass
- allow any household member or visitor to harass, or
- incite or encourage others to harass others, including Councillors, employees and contractors of the Council.

### **14.2 Some examples of behaviour that may constitute harassment are (but are not limited to)**

- violence or threats of violence towards any person
- abusive, intimidating or insulting words or behaviour
- discrimination or harassment on the grounds of race, nationality, ethnicity, gender or gender identity, transgender status, sexual orientation, age, disability, religious belief or health including HIV/aids status
- damage or threats of damage to property belonging to another person, including damage to another person's home
- writing threatening, abusive or insulting graffiti
- displaying or publishing abusive, intimidating or defamatory material.

## **15. Pets and animals**

Condition 27 imposes additional conditions relating to dogs in flats. In the event of a conflict between this condition and condition 27, condition 27 will apply where the premises is a flat.

### **15.1 You must not allow pets, birds, insects or other animals kept on the premises to cause or be kept in such a way as to cause**

- 15.1.1 nuisance, annoyance or disturbance to any person
- 15.1.2 loss, damage, injury or other harm to any person or animal
- 15.1.3 damage to the premises or any property belonging to the Council or to any other person in the neighbourhood.

### **15.2 You must not allow any animal in your control to foul any garden, communal area, footpath, verge, or play area without cleaning it up immediately.**

### **15.3 You must not allow any animal to be kept or tethered on any verges or communal areas in the neighbourhood.**

## **16. Unlawful behaviour**

### **16.1 You must not**

- do
- threaten to do, or
- incite or encourage others to do anything illegal or unlawful in the premises or in the neighbourhood.

### **16.2 Some examples of such unlawful behaviour are (but are not limited to)**

- selling or conspiring to sell, possessing, storing, manufacturing or cultivating illegal drugs or other illegal substances

- storing, handling or selling stolen goods
- selling or supplying alcohol without the appropriate licence or permission or in breach of that licence or permission
- selling or supplying illicit tobacco or cigarettes
- supplying prohibited articles including supplying such articles to under age persons
- keeping illegal or unlicensed firearms or weapons
- stealing electricity, gas, water or other utilities
- interfering with meters or other equipment installed in the premises by a third party.

## **17. Theft**

You must not steal anything from the premises, communal areas, common parts or from any land or property owned or previously owned by the Council or from any land or building in the neighbourhood.

## **18. Damage**

18.1 You must not damage

18.1.1 any part of the premises, including (but not limited to) fixtures, fittings, walls and doors

18.1.2 any property belonging to the Council or to any other person in the neighbourhood. This includes (but is not limited to)

- lighting fires
- graffiti
- vandalising, stealing from or otherwise damaging empty properties
- damaging trees, bushes and other plants

18.2 The Council may serve a notice on you requiring you to put right any damage to the premises. If you do not comply with the notice, the Council may enter the premises and undertake any necessary work to make good the damage.

18.3 If the Council has done any work to the premises under condition 18.2, you must pay the reasonable cost of the work. The Council may recover these costs of the work under condition 5 or by other lawful methods.

18.4 If the Council or any other person has incurred any costs as a result of any damage to which condition 18.1.2 applies you must pay those reasonable costs to the person who incurred them. If you are required to pay any costs to the Council under this condition, the Council may recover those costs under condition 5 or by other lawful methods.

## **19. Alterations or additions**

19.1 You must not make any alteration or addition to the premises without written consent.

19.2 Alterations and additions include (but are not limited to)

- changing the structure of any building at the premises

- undertaking work to the electrical, gas, water or drainage installations
  - the erection of a shed, pigeon loft, outbuilding or other building
  - the erection of a CB aerial, television aerial, satellite dish or other radio or telecommunications device
  - the construction of a hard standing, driveway, patio, pond or other permanent feature
  - the installation of laminate or other solid floor covering or fitted furniture
  - the application or installation of permanent textured coverings or coatings (including but not limited to textured plaster and polystyrene or ceramic tiles).
- 19.3 Any consent given by the Council may be subject to any reasonable conditions including (but not limited to)
- that work must be undertaken by a properly qualified person registered with the appropriate regulatory body
  - that you have obtained all necessary consents and approvals for the works
  - that you are responsible for maintaining the alteration or addition including complying with any statutory or other requirements related to the alteration or addition (for example, servicing of gas fires)
  - that you must remove the alteration or addition and reinstate the premises at the end of this tenancy or when required to do so by the Council
  - that the Council will not be liable to you or any other person for any loss, damage or other harm arising from the alteration or addition
- 19.4 The Council may serve a notice on you requiring you to remove any unauthorised alterations or additions. An alteration or addition is unauthorised if it is undertaken without written consent or if it is not completed in accordance with the terms of the consent. You must repair any damage resulting from the construction or removal of the alteration or addition. If you do not comply with the notice, the Council may undertake necessary work to remove the alteration or addition.
- 19.5 If the Council has done any work to the premises under condition 19.4, you must pay the Council the reasonable cost of the work. The Council may recover the cost of the work under condition 5 or by other lawful methods.

## **20. Maintenance and repairs**

- 20.1 You must keep the premises reasonably safe, clean, tidy and free from rubbish and not allow its condition to deteriorate. The premises must be kept in at least as good a condition as they were at the start of this agreement or after any improvements but subject to reasonable wear and tear.

- 20.2 You are responsible for undertaking minor repairs and maintaining (and replacing where necessary) the premises, except the parts of the premises set out in paragraph 20.3 or specified in Schedule 3. For this purpose the premises include (but are not limited to)
- the handles, bolts and catches of internal doors and cupboards
  - door numbers
  - toilet seats and the chains and plugs to basins, baths and sinks
  - ash pans
  - fences and gates
  - light bulbs, fluorescent tubes, starters and fuses
  - any sheds, garages or outbuildings as notified to you by the Council or specified in Schedule 3 of this agreement
  - aerials, satellite dishes and other similar devices installed with the Council's permission
  - any alterations, fixtures or fittings undertaken or installed by you unless otherwise agreed in writing by the Council.
- 20.3 You are not responsible for repairing or maintaining the structure and exterior of the dwelling house (including windows, drains and gutters) and the installations in the property for the supply of water, gas, electricity, sanitation and space and water heating (unless notified to you by the Council in accordance with condition 19.3).
- 20.4 Where the Council has to carry out works to the premises to fulfil its obligations under condition 30 as a result of your negligence, recklessness or neglect, the Council may recover the costs of those works from you under condition 5 or by other lawful methods.
- 20.5 The Council may serve a notice on you requiring you to repair or maintain the premises within a specified time. If you do not comply with the notice, the Council may enter the premises and undertake the work that is necessary to repair or maintain the premises.
- 20.6 If the Council has done any work to the premises under condition 20.5, you must pay the Council the full cost of the work. The Council may recover the cost of the work under condition 5 or by other lawful methods.

## **21. Access and entry**

- 21.1 You must allow the Council, its agents, employees, contractors and other authorised persons reasonably safe and effective access and entry to the premises, when required
- 21.1.1 to inspect the condition of the premises
  - 21.1.2 to do anything that the Council is required by law to do (including gas servicing and maintenance of the electrical installations)
  - 21.1.3 to undertake a housing management function
  - 21.1.4 to carry out repairs, maintenance or improvements or any of your obligations that have not been fulfilled following the service of a notice

- 21.1.5 to reinstate alterations that have been carried out to the property without written consent.
- 21.2 Effective access means unobstructed access to the parts of the premises to enable the Council to do anything listed in condition 21.1 and you must remove (if required) any fixtures or fittings that are not the Council's responsibility. This includes (but is not limited to)
- laminate or other fixed or solid floor covering
  - fitted cupboards and wardrobes
  - adaptations made without written consent
  - adaptations made with written consent that are subject to a condition that the adaptation remains your responsibility.
- 21.3 If you do not provide effective access in accordance with condition 21.2, the Council may take any reasonable action to secure effective access. The Council may recover the costs of securing effective access under condition 5 or by other lawful methods. Further to this the Council will not be responsible for reinstating any alterations or additions removed, altered or damaged as a result of the Council's access to the premises.
- 21.4 The Council will give you at least 24 hours written notice if it intends to enter the premises, unless it believes that there is an immediate risk to the health or wellbeing of any person, or a substantial risk of serious damage to any property.
- 21.5 If the Council has given you written notice under condition 21.4 or if it believes that there is an immediate risk to the health or wellbeing of any person, it may use reasonable force to enter the premises.
- 21.6 If your neighbour reasonably requires access to the premises for any of the reasons set out in condition 21.7, you should try to reach an agreement with them to enable them to have reasonable access.
- 21.7 If you cannot reach an agreement under condition 21.6 then, subject to condition 21.8, you must allow your neighbour or their agent reasonable access to the premises at reasonable times where this is necessary, to enable them to
- 21.7.1 carry out repairs to their property
  - 21.7.2 undertake alterations or improvements to their property
  - 21.7.3 inspect their property or the services to their property.
- 21.8 Before you are required to allow your neighbour access to the premises in accordance with condition 21.7, your neighbour must obtain the Council's written consent and give you at least seven days written notice of the nature and extent of their required access. Their written notice must contain a copy of the Council's written consent. The Council's written consent may be subject to conditions, such as requiring your neighbour to agree with you in writing, that they will repair and make good your premises if their access causes any damage. The Council may specify that the notice period should be greater than seven days.

- 21.9 You must allow your neighbour or their agents reasonable access to the premises for the purposes set out above without obtaining the Council's written consent and without them giving any written notice, where this is necessary to avoid an immediate risk of serious harm to people or property.

## **22. Lodgers and subletting**

- 22.1 If this is a secure tenancy, you
- 22.1.1 may allow any person to reside as a lodger in the dwelling house
  - 22.1.2 may not, without written consent, sublet or part with possession of part of the dwelling house.
- 22.2 If this is an introductory or demoted tenancy, you
- 22.2.1 may not, without written consent, allow a person to reside as a lodger in the dwelling house
  - 22.2.2 may not sublet or part with possession of part of the dwelling house.
- 22.3 You must give the Council written notice of
- 22.3.1 the name, sex and date of birth of any lodger or authorised subtenant
  - 22.3.2 the room(s) that any lodger or authorised subtenant person will occupy, and
  - 22.3.3 any rent or fee that any lodger or authorised subtenant is to pay.
- 22.4 If you are a secure tenant who parts with the possession of the dwelling house or sublets the whole of it (or sublets first part of it and then the remainder), the tenancy ceases to be a secure tenancy and cannot subsequently become a secure tenancy.

## **23. Assignment**

- 23.1 You may only assign a secure tenancy in so far as it is allowed by sections 91 and 92 of the Housing Act 1985 and with written consent.
- 23.2 You may only assign an introductory tenancy in so far as it is allowed by section 134 of the Housing Act 1996 and with written consent.
- 23.3 You may not assign a demoted tenancy except as far as permitted by section 143K of the Housing Act 1996.

## **24. Keeping the Council informed**

- 24.1 You must inform the Council promptly of any
- 24.1.1 damage or defects to the premises
  - 24.1.2 repairs that are required to the premises
  - 24.1.3 breach of these conditions by any person
  - 24.1.4 problems you have in meeting any of the conditions of this tenancy, including making payments of rent or anything else
  - 24.1.5 problems you have accessing or entering the premises

- 24.1.6 bottled gas kept at the premises in accordance with condition 10.4 or 27.2.8 (medical gases)
  - 24.1.7 firearms and ammunition you are or intend to keep on the premises
- 24.2 If you are required to tell the Council anything under this agreement, you may also need to provide the information to other Council departments or other organisations. Notification under this condition, condition 22.3 or any other condition of this agreement does not replace, constitute or take effect as notice to the Council for the purposes of any of the Council's statutory or other functions including (but not limited to) the administration of benefits, Council Tax or other local taxation, planning and building control.

## **25. Support to maintain your tenancy**

- 25.1 This condition applies if the Council has decided that you need the support identified in the attached support plan to maintain your tenancy.
- 25.2 The support plan identified at Schedule 4 forms part of this agreement.
- 25.3 For as long as the support plan is in place you must
  - 25.3.1 comply with the requirements of the support plan
  - 25.3.2 co-operate with the Council and other agencies identified in the support plan
  - 25.3.3 work with the Council and other agencies to achieve the aims and objectives in the support plan.
- 25.4 The Council may make reasonable changes to your support plan.

## **26. Compensation**

You must pay compensation to the Council at a reasonable rate if you breach any of the conditions in Part 2 of this agreement. The amount of compensation will not exceed the costs incurred by the Council as a result of your breach. This includes (but is not limited to)

- failing without good reason to allow reasonable access to the premises in accordance with condition 21
- failing to notify the Council of anything required by condition 24.1
- causing the Council to incur liability to third parties through your neglect or default

and the Council may recover the compensation from you under condition 5 or by other lawful methods.

## **27. Additional conditions for flats**

- 27.1 This paragraph applies to tenancies of flats (including, where relevant, maisonettes, bed sits and sheltered accommodation). If any of the obligations in this condition conflict with any other obligations in the agreement, the obligations in this condition apply.
- 27.2 You must
  - 27.2.1 not throw or drop any article from any balcony or window



- 27.2.2 not block any refuse disposal chute, or use it for anything other than the proper disposal of normal household waste
- 27.2.3 not obstruct or leave any item in the common parts or the communal area
- 27.2.4 not smoke in the common parts
- 27.2.5 not cause a nuisance, annoyance or disturbance in the common parts. Examples of such behaviour include (but are not limited to)
- noisy, abusive or intimidating behaviour
  - drinking alcohol
  - taking drugs
  - sleeping
  - urinating
  - defecating
  - inappropriate sexual behaviour
- 27.2.6 not allow entry to the block of flats to any person except household members or visitors to the premises
- 27.2.7 not bring into the block of flats any motorcycle, moped or any machinery having a petrochemical engine
- 27.2.8 not bring into the block of flats any paraffin heaters, liquid or bottled gas heaters, petrol, paraffin, liquid or bottled gas or any other dangerous materials except for medical purposes where the equipment has been prescribed by a medical practitioner
- 27.2.9 not leave litter or refuse anywhere except in the places provided for that purpose by the Council
- 27.2.10 use the common parts responsibly and properly for the purposes for which they are intended
- 27.2.11 park any vehicles only in the designated parking areas
- 27.2.12 not have any dog in a block of flats consisting of more than three storeys except
- a dog accredited by Assistance Dogs UK to provide assistance accompanying a person who requires such assistance
  - a dog that the Council reasonably believes has received or is receiving training to provide assistance to a person with a disability, accompanying a person who requires such assistance, or
  - a dog that is included on the Council's register dated 1<sup>st</sup> September 1992.
- 27.3 If you damage or soil the common parts beyond what would arise from normal use, the Council may charge you the whole cost of repairing or cleaning the common parts and recover the cost under condition 5 or by other lawful methods.

## **28. Ending the tenancy**

- 28.1 You may end this agreement at any time by giving the Council at least four weeks written notice to end this agreement. You are bound by all the conditions in this agreement until the end of the notice period. The Council may accept a shorter notice period. The Council may enter the premises to inspect its condition during this notice period in accordance with condition 21.1.1.
- 28.2 When you move out of the premises, you must give the Council vacant possession of the premises and you must
  - 28.2.1 ensure that the premises meet the standard required by condition 20.1
  - 28.2.2 pay all rent and other charges up to the date of the end of your tenancy. If you owe the Council money for rent or other charges when you leave the property, you must make arrangements to pay the debt
  - 28.2.3 reinstate any unauthorised alterations to the premises or any authorised alterations that are subject to the condition that they are reinstated at the end of this agreement
  - 28.2.4 ensure that you record a final meter reading for your utilities and notify all your suppliers of that reading and of your departure
  - 28.2.5 remove all your furniture, personal belongings and rubbish from the premises
  - 28.2.6 return all the keys to the premises (including garages not rented separately and any sheds or outbuildings), including communal door keys, fobs and window lock keys, to the Council on the day you leave
  - 28.2.7 tell the Council your new address
  - 28.2.8 make sure that all household members, any lodger or sub-tenant and animals leave the property at the same time as you.
- 28.3 If any of the requirements of this condition are not complied with, the Council will take whatever action is reasonably necessary to remedy your breach and may charge you the cost of doing so. The Council will hold you liable for the cost of any utilities supplied to the premises up to the date that the Council obtains vacant possession of the premises.

## **Part 3 – The Council's obligations**

The Council must abide by the conditions set out in this part of the agreement. If this is a joint tenancy, the rights granted under this part apply equally to each tenant.

### **29. Quiet enjoyment**

The Council will

- 29.1 give you possession of the premises at the commencement of this agreement
- 29.2 not interrupt or interfere with your right to peacefully occupy the premises, except where required or permitted by law or in accordance with the conditions set out in this agreement.

### **30. Repairs and maintenance**

The Council will

- 30.1 keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes)
- 30.2 keep in repair and proper working order the Council's installations in the dwelling house for
  - 30.2.1 the supply of water
  - 30.2.2 the supply of gas and electricity
  - 30.2.3 sanitation
  - 30.2.4 space heating
  - 30.2.5 water heating
- 30.3 maintain the common parts
- 30.4 where this agreement relates to a flat, the obligations in this condition will apply to the common parts but only if any disrepair affects your use of the flat or the common parts.

### **31. Limits to the Council's repairing obligations**

- 31.1 Condition 30 does not mean that the Council must rebuild, put right, repair or replace the premises, or any part of them, in the case of destruction or damage by fire, storm, flood or other accident.
- 31.2 If the premises form part only of a building, condition 30 does not mean that the Council must rebuild, put right, repair or replace any other part of the building that the Council owns or has an interest in if it is destroyed or damaged by fire, storm, flood or other accident.
- 31.3 Condition 30 does not require the Council to carry out works or repairs that you are responsible for or to repair damage caused by you failing to use the premises in a tenant-like manner.
- 31.4 Condition 30 does not require the Council to repair or maintain anything that belongs to you.
- 31.5 Where the Council undertakes repairs or maintenance to the premises that are needed as a result of any negligence, recklessness or neglect by you, a household member or a visitor, the Council may recover the cost of the work from you under condition 5 or by other lawful methods.

## **32. Boundary disputes**

- 32.1 Condition 32.2 applies if you have a boundary dispute with a person who occupies land immediately adjacent to the premises providing that dispute relates
- to the boundary of the premises, and
  - to land owned by the Council.
- 32.2 Where this condition applies the Council will determine where the boundary lies.
- 32.3 If you have a boundary dispute with a person who owns or occupies land that is not owned by the Council, then you must notify the Council if you intend to take any legal action relating to the premises against such a person or if such a person commences legal action against you.

## **33. Enforcement of any conditions in this agreement**

The enforcement by the Council of any of the conditions in this agreement shall be at the discretion of the Council. The Council is not under a duty to take enforcement action in respect of any breaches, but the Council may take action against you for breach of these tenancy conditions. Enforcement action includes (but is not limited to) applying to the court for possession of the premises or for an injunction to compel you to comply with the conditions.

## Part 4 – General conditions

### 34. Sharing information

- 34.1 The information you provide in this agreement, including the details of authorised occupiers, or that you provide subsequently to the Council in connection with the tenancy may be used by the Council
- 34.1.1 for housing management purposes, or
  - 34.1.2 in relation to the provision of benefits or services from the Council, if potentially relevant to the provision of those benefits or services.
- 34.2 The Council may check the information referred to above with other departments within the Council, other local authorities and government departments including (but not limited to) the Department for Work and Pensions, Her Majesty's Revenue and Customs, the Borders and Immigration Agency and the Home Office and any successor agencies.
- 34.3 The Council may also get information about you from certain other organisations or give information about you to them to
- 34.3.1 ensure the information you have provided related to this agreement is accurate
  - 34.3.2 protect public funds
  - 34.3.3 assist in any legal proceedings or prospective legal proceedings, or
  - 34.3.4 prevent or detect crime.
- 34.4 The other organisations referred to above include government departments, other local authorities and private sector organisations such as an employer that pays or has paid you.
- 34.5 If you give information that is incorrect or incomplete the Council may take action against you, including court action.

### 35. Service of notices

- 35.1 If you need to serve a formal notice on the Council, you must do so by sending or delivering it to
- Kingston upon Hull City Council  
Guildhall  
Alfred Gelder Street  
Hull  
HU1 2AA
- 35.2 The Council will not accept service of a written notice or document by fax, email or any other electronic method of communication.
- 35.3 If the Council wishes to serve a notice on you relating to this agreement, it may do so by handing it to you personally, or sending it to or leaving it at the premises.

## Part 5 – Specific matters

You and the Council must complete this part of the agreement before you sign the agreement. It sets out matters that are specific to your agreement for the premises. By signing this agreement you are agreeing that you have been made aware of the matters described in this part and that, where relevant, you agree to take responsibility for those matters. You should not sign the agreement unless you understand this part and, if necessary, you should take legal advice.

### 36. Declaration of trust

- 36.1 This condition applies (subject to condition 36.5) if, when the tenancy commences, you are under the age of 18 or, if this is a joint tenancy, all tenants are under the age of 18.
- 36.2 This condition applies (subject to condition 36.5) if this is a joint tenancy and one of the tenants is under the age of 18 and one of them is an adult.
- 36.3 If condition 36.1 applies, the Council will hold this tenancy on trust for you so that you have a right of occupation on the following conditions
  - 36.3.1 You will be responsible for complying with the conditions in this agreement including payment of rent and other charges
  - 36.3.2 The Council may appoint a new trustee at any time. Any subsequent appointments of a trustee may be made by the trustee from time to time with written consent or by the Council if it reasonably considers it appropriate to do so
  - 36.3.3 The trust will end when the tenant, or the oldest of several joint tenants, becomes 18. At this point, the tenant or tenants will become a legal tenant or tenants of the premises or, where condition 36.2 then applies, condition 36.4 will then apply.
- 36.4 If condition 36.2 applies, the adult tenant will hold this tenancy on trust for the child tenant who has a right of occupation on the following conditions
  - 36.4.1 All tenants will be responsible for complying with the conditions in this agreement including payment of rent and other charges
  - 36.4.2 The trust will end when all tenants have become adults, at which point the tenant or tenants will become a legal tenant or tenants of the premises, or when this tenancy ends.
- 36.5 Condition 36 does not apply if this tenancy is held on trust by a third party in which case the tenancy is subject to a separate deed of trust.

### 37. Specific matters

The conditions set out in the table that follows, constitute consent under the relevant condition only in respect of the matters stated. If you require the Council's consent for any other matter, you must request it separately from the Council.