

Tenancy Agreement

Denbighshire County Council



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Glossary of terms

You, and your	The tenant or tenants
We, us and our	Denbighshire County Council (the Council)
Property/home	The accommodation (meaning the whole of the property you actually live in, including the attic), garden and any building we have let to you under this tenancy agreement.
Garden	The outside of the accommodation for example, lawns, hedges, flowerbeds, trees, shrubs, paved and concrete areas, retaining walls, fencing and any building or structure outside the accommodation which we have let to you under this tenancy agreement.
Shared and communal areas	Places such as stairs, lifts, landings, entrance halls, rubbish chutes, paving, shared gardens and yards, parking areas or bays which you share with other tenants.
You, and the people you are responsible for (your household)	You are responsible for the behaviour of every person (including children) living in or visiting your property. You are responsible for their behaviour in your property, on land nearby, in shared areas, in the estate area around your property or on any of our premises.
Tenants' handbook	The book we give you to help you understand your tenancy. (It does not form part of this tenancy agreement)

Our written agreement	This means a letter from us allowing you to do certain things, possibly with conditions attached. You must get this before you act. We will not refuse a reasonable request without good cause.
Support services	Housing-related services to vulnerable people to help them maintain their tenancies and stay independent.
Other Charges	Charges for services that are not provided by the Council but where the costs are administered by the Council
Service Charges	Charges for services provided by the Council
Lodger	A lodger is someone who shares your property as a member of your household
Sub let	'Sub let' means granting somebody a right to have private use of part of your home

INTRODUCTION

This introduction is NOT PART of your tenancy conditions with Denbighshire County Council. It is intended to help you understand their importance.

- The tenancy agreement is a legal contract between someone who rents their home (the tenant) and the organisation or person they rent from (the landlord). In your case the landlord is the Council.
- When you sign this tenancy agreement, you will become our tenant and live in the property under the conditions of this agreement. This tenancy agreement sets out your tenancy type. The conditions contained in this tenancy agreement apply to all types of tenancy unless otherwise stated.
- You will be responsible for any breach of these conditions by members of your household, including lodgers and sub-tenants and your visitors.
- If you feel you need support to maintain your tenancy or are unsure about anything regarding this tenancy agreement please contact the Council.

If you break a tenancy condition, the Council may have grounds to seek an injunction in which the court can order you to keep to your tenancy conditions. There are some circumstances (for example, storing stolen goods) where you may also be breaching your tenancy or breaking the law. In these circumstances the Council will take any appropriate action in its power against you to prevent it including possession proceedings.

- **The Council has responsibilities** to perform its obligation in the tenancy conditions. The majority of these are responsibilities to keep your home in a reasonable state of repair.
- You also have a number of responsibilities which include paying your rent and other/service charges, looking after your dwelling and the garden and behaving in a reasonable way, which will not upset other people living near you.
- If your tenancy is a **joint tenancy** the Council can enforce the tenancy conditions against both or all joint tenants **together** or as **individuals**.
- The responsibilities on both the tenant and the Council are **legally binding**. Your tenancy conditions are part of the legal agreement you make with the Council when you accept your tenancy. You are advised to read them and keep them in a safe place.

To support the terms and conditions in your Tenancy Agreement you can find more general information and guidance in your Tenants Handbook. For the avoidance of doubt, the Tenants Handbook does not form any part of the Tenancy Agreement.

YOUR TENANCY AGREEMENT

When you sign your tenancy agreement, you will become our tenant and live in the property under the conditions of this agreement. This tenancy agreement sets out your tenancy type. The conditions contained in this tenancy agreement apply to all types of tenancy unless otherwise stated, you will be responsible for any breach of these conditions by members of your household, including lodgers and sub-tenants and your visitors. It is important that **you know and understand** what conditions you are agreeing to. If there is anything you do not know and understand you should **seek advice** from the Council or other appropriate organisation.

If you **breach** a tenancy condition, we may take steps to end your tenancy. There are some circumstances (for example, storing stolen goods) where you may also be **breaking the law** and we will take any appropriate action.

Tenancy Agreement

The purpose of the tenancy details form is to ensure that both you and the Council agree to meet the conditions of this agreement.

Both the introductory and secure tenancy details forms record the following information:

- Our name and address
- Your name and address
- The address of the property to be rented
- Type/suitability of property
- Start date of your tenancy
- Type of tenancy
- Rent and other charges for this property
- Your signature
- Our signature
- Your payment details

If you accept the conditions set out in this tenancy agreement, you will need to complete either the introductory tenancy details form or the secure tenancy details form which can be found at the end of this agreement. You will be told by the Council which one applies to you.

The form is at the back of this document.

By signing the Tenancy Details Form you are confirming that the information you have provided in your Housing Application Form is correct.

Joint tenancies

If you are a joint tenant we can enforce the tenancy conditions against either or all the joint tenants **together** or as **individuals**. As a joint tenant you also have **equal rights and obligations**. This means each tenant is responsible for adhering to the terms and conditions and either tenant can be held responsible if this Tenancy Agreement is breached.

If you are already a Council tenant and want to **add someone to your tenancy**, you will need to apply to the Council. The granting of a joint tenancy is always at the discretion of the Council.

Type of tenancy

There are two types of tenancy entered into by the Council namely; introductory and secure.

If we allocate you an introductory tenancy, the **first 12 months** of your tenancy period is a trial period. During this trial period the courts will allow us to end your tenancy as long as we have followed the correct legal procedures. We reserve the right to extend this trial period in certain circumstances.

As an introductory tenant you will have **fewer rights** than a secure tenant, these are explained on pages 9-10 of this agreement. If we allocated you this tenancy while you were part way through an introductory tenancy with another housing provider, you must serve the rest of the 12 month trial period and any extended period before you become a secure tenant with us. When the trial period and any extended period ends, you automatically become a secure tenant unless we have issued court proceedings to end your tenancy.

If we give you a secure tenancy or you become a secure tenant you will have **extra legal rights** set out on pages 9-12 of this agreement.

As a secure tenant you must still behave responsibly and keep to the conditions of this Agreement. If you **breach the conditions** of this agreement we have the right to take you to court where a judge would then decide if we could **evict** you or **demote your tenancy**.

Third parties

This agreement does not give rights to anyone except you and us, and anyone who legally takes over our duties or your tenancy.

Data protection

We will adhere to the Data Protection Act 1998 when we deal with personal and sensitive information. This means we will use your personal information in line with the law.

If you **change your name by deed poll** or get **married and change your name** you must show us your deed of name change or your marriage certificate before we can change your name on your tenancy agreement.

Notices

Tenants who wish to serve Notices and other communications (including notices in proceedings) on the Council should do so in writing and send or deliver the Notices to:

**Housing Services
County Hall
Wynnstay Road
Ruthin
Denbighshire
LL15 1YN**

The Tenant accepts that a Notice of Seeking Possession, Notice to Terminate or other formal Notice relating to the tenancy served on him or her is good service, if the Notice is posted, delivered or left at the premises or their last known address, and addressed to the tenant. The Notice would be deemed served on the tenant within 48 hours of being delivered to, posted to or left at the premises or their last known address.

YOUR RENT AND OTHER CHARGES

Your rent is used to pay for the housing services you receive. It is important that everyone pays their rent regularly and on time.

Our obligations:

- If we collect the gas charge, electricity charge, tenancy support charges, sewerage charges, septic tank charge, or the concessionary TV licence and other services as part of your total rent we will pay them to the appropriate organisations.
- We will give you at least 4 weeks notice in writing if we increase or decrease the basic **rent and/or any other/service charges**.
- We will provide you with an up to date **rent statement** whenever you ask for one.
- You may also be required to pay service charges. These are charges which are not covered by rent.

Examples of service charges that may be covered are cleaning of communal areas, gardening and estate and landscape maintenance, this list is not exhaustive. If there are service charges applicable to your tenancy they will be identified clearly on the Tenancy Details Form.

We reserve the right to add to, vary or change the service(s) you receive and thereafter charge for services that may be required in the future.

Your obligations:

1. You must pay your rent and any other/service charges regularly and on time. Rent and other/service charges are due **weekly in advance** on a **Monday**.
2. The council may pass on charges for gas, electricity, water and sewerage and septic tanks, if it does not you must pay for them directly.
3. You agree that, if **support services** are required you will accept, pay for and make use of the agreed support services provided by us.
4. If you do not pay your rent or other/service charges we can go to court to evict you from your home.
5. If you are joint tenants you are each responsible for all the rent and other/service charges due and any outstanding arrears. We can legally recover all the rent that is owed for your home from any joint tenants.

If you have any difficulty paying your rent you should contact the Council immediately.

YOUR RIGHTS

Regardless of whether you are an introductory or secure tenant, you have certain legal rights. This section sets out your legal rights.

Rights for both introductory and secure tenants

Your right to live in the property

This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take action against you to recover possession of the property. For example this might happen if:

- You break any of the conditions of this agreement.
- You stop using the property as your principal or only home.
- You have given false or fraudulent information to get the tenancy.
- We need to carry out redevelopment or major repairs to the property, which we cannot do unless you move out.
- There is a legal ground for possession under the Housing Act 1985, the Housing Act 1996 or any other law.

No tenant can be made to leave their home unless ordered to do so by a court. It will usually be because the tenant has not kept to the terms of the Tenancy Agreement or has broken the law. The court process is different depending on whether you are an introductory or a secure tenant.

Right to repair

You can get certain urgent repairs done quickly and at no cost to you. You can also expect to have certain urgent repairs carried out within prescribed timescales. These are repairs which, if not completed on time, would seriously affect your health or safety. You will be told if a repair you requested is classified as a **'qualifying repair'**. *Please refer to the Repairs and Improvements section for more information.*

Right to Succession

If the tenancy of your property has not already passed from one person to another via a succession, the tenancy of your property can be succeeded by the remaining joint tenant or by your spouse or civil partner providing they are living with you at the time of your death.

Depending on when your tenancy began, if there is no remaining tenant, spouse or partner, the Council may allow the tenancy to pass to a relative (your parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) providing that person can establish to our satisfaction that they have been living with you continuously for the previous twelve months

prior to date of death. Note that, in accordance with the Housing Act 1985, only **one person** may succeed to a tenancy. A member of your family who is entitled to succeed, may be required to move to alternative accommodation if we consider the property is not suitable for their needs.

Right to assign

You have the right to assign your tenancy to someone else, but only if you have our written permission and only if it is permitted in law. If you want to assign your tenancy, you should write to the Council with your reasons for requesting an assignment to see if it is allowed.

Right to your information

We must treat all **personal information** recorded as confidential. However, by law, we must **share essential information with certain public bodies**. You can see information which relates to you and is held by us on file or on computer, provided you give us reasonable notice. We have the right to make an administrative charge for this.

If you are unhappy about any information or expression of opinion recorded in your files or on computer, you can ask for it to be corrected or removed. If we disagree with your request, you can insist that your views on the matter are added to the records.

Your right to consultation on housing management matters

We must by law, provide you with information about your Tenancy Agreement. We must also inform you about how well we are carrying out work in line with standards set down by the National Assembly for Wales. We will keep you **informed** about what is happening by publishing information periodically.

We must **consult** you about any changes to your Tenancy Agreement, any modernisation or improvement planned for your home and any matter of housing management that will, in the opinion of the Council, substantially affect your tenancy. We do not have to consult you before making changes to rent or other charges but we must give you notice of those charges.

We will ask you for your comments and evaluate what you say before a final decision is made. The methods of consultation may include; visits by staff or consultants, letters, surveys to residents, meetings, open days or exhibitions.

If you would like any more information on any of your rights, please contact the Council.

Extra rights for secure tenants only

Right to mutually exchange

You can exchange your home with another Council tenant or a tenant of a housing association (nationwide). You must get **prior written permission** from us and any other landlord involved. We will give permission except where there are specific reasons, which are defined in law.

Right to improve

You can carry out improvements to your property provided you have our **prior written permission** before you start work, such as laminate flooring, fitted kitchens/bathrooms.

We may apply some reasonable conditions when we give our permission, we will tell you the reason if we refuse your request.

If you make an improvement or change your property without our prior written agreement, we may tell you to return the property to how it was before. If you do not, we will do the work and charge you for it.

You have the right to claim compensation for certain improvements that you have made to your property. The improvements must have been made after 1st April 1994. We will pay this compensation at the end of your tenancy. You cannot claim compensation if we have taken responsibility for the repair and maintenance of the improvement. You must also have received written permission to carry out the improvement before you undertook the work. You can seek guidance from the Council.

Right to take in lodgers

You can take in lodgers provided you do not overcrowd your property. However you must inform us of the part of your property they will occupy.

Right to sublet

You can sub-let **part** of your property (not the whole) but only if you first get our **prior written permission**. However you must **inform us** of the part of your property they will occupy.

Right to buy

You can buy your property from us if you legally qualify, provided you have been a **tenant** for at least **5 years** and you are not facing Court action for breach of your tenancy conditions. Members of your family who are living with you may be able to buy your property with you. You may get a discount. The amount of discount depends on the total amount of time you have spent

as a tenant of the Council or other right to buy landlord, and whether the property is a house or a flat.

However properties specially built or adapted for disabled or older people, or people with special needs may be excluded from the right to buy.

REPAIRS AND IMPROVEMENTS

Looking after your property is a joint responsibility between us and you. We are responsible for most repairs, maintenance and servicing needed to the property, but you are responsible for a number of minor repairs and for decorating the inside of your property.

Our obligations:

- We must **keep in good repair** the structure and exterior of the property to include but not exclusive to roofs, foundations, walls, chimneys and guttering.
- We will **decorate the outside of your property and any shared parts according to a planned maintenance programme.**
- We will keep **communal grounds and landscaped areas** that are our responsibility clear, tidy and regularly maintained.
- The Council must carry out repairs within set timescales. We will always keep you informed as to what the timescales are. When you report a repair, we will put the work into a category depending on how urgent it is.
- We must arrange an annual service for all gas appliances that we have installed in your property. We also have a legal responsibility to visually inspect any gas appliance(s) installed by you.
- We will **maintain Fire Alarms in communal areas.**

Your obligations:

1. You must **report promptly** to us any defects in the property which are our responsibility to repair and not allow the property to fall into disrepair through neglect.
2. You must **keep in good repair** all parts of the property which we are not obliged to repair, and not allow the property to fall into disrepair through neglect.
3. If you have **failed to do repairs** which are your responsibility, we will give you notice in writing of the work which must be done and a reasonable time in which it must be completed. If you don't, we may do the work and make you pay for it.
4. You must allow the Council, it's agents, employees, contractors and other authorised persons reasonably safe and effective access and entry to the premises, when required to:
 - inspect the condition of the premises
 - do anything that the council is required by law to do such as gas servicing and maintenance of electrical installations
 - undertake a housing management function
 - carry out repairs, maintenance or improvements

5. You and the people you are responsible for must not make false allegations of damage being caused to your property. We will pay to repair damage caused by crime if we receive a crime number and a signed declaration giving details of the damage.

If there is an emergency we reserve the right to force entry in to your property without giving you any notice. We will only gain entry if you are not there to let us in immediately, or if you refuse to let us in. If we do gain entry, we will make your property secure when we leave it.

REMEMBER: Never let anyone into your property without seeing their official identification.

6. You are responsible for **installing**, repairing and maintaining your own appliances such as cookers, gas fires and any improvement you have put in yourself (unless you have an agreement for us to repair and maintain it). You must make sure that your own equipment meets current safety standards or regulations and provide us with appropriate certification.
7. You must not **knock down, alter or remove** any part of your property without our **prior written permission**
8. You must not put up structures such as sheds, garages, pigeon lofts or any other construction on your property without getting our prior written agreement. Further conditions may apply
9. You must get our prior written agreement to build a hard standing (a driveway or a paved area you are going to park on). The hard standing must be built with a dropped kerb and, if needed, a grass verge crossing. Approval must also be sought from the **Council**.
10. You must get our prior written agreement to install a pre-payment meter (i.e. gas, electricity, water etc.) or any system which involves a payment card.
11. If you report a repair or arrange for any works (including servicing) and then you fail to keep the appointment without giving at least 24 hours' notice we may recharge you for our reasonable expenses incurred i.e. travelling costs, wasted labour costs.

USING YOUR HOME

1. You must make sure that the home is your only or principal home.
2. It is your responsibility to inform us if you are, or plan to be, away from the property for more than 4 weeks. (This is to make sure we know you have not just **abandoned your property**. If your circumstances mean that you are away from the property for long periods, it is your responsibility to discuss this with us.)
3. You must not allow more people to live in your property as the council considers reasonable and so cause overcrowding as defined in law.
4. Long term visitors are not permitted in council properties
5. You must not use any part of the property for any trade, business or enterprise without prior written consent. We reserve the right to refuse this request – an explanation will be provided.
6. You must not fence off or enclose any part of your garden or driveway without **our** prior written consent.
7. You should not remove any **tree**, hedge, privet or fencing without prior written consent from the **Council**.
8. You must keep the inside and the outside of your property in a clean and sanitary condition to our satisfaction. You must ensure that all refuse and household items are disposed of in a safe and hygienic manner.
9. You are responsible for the internal decoration of your home and keeping it in an acceptable state of decoration as per the lettable standard – contact the Council for guidance on restricted “improvements” such as laminate flooring and artexing.
10. You must get our prior written agreement to change or add any fixture including, but not exclusive to, a satellite dish or CB aerial.

Garden standards:

When your property is let to you your garden will be in a maintainable condition as per our lettable standard. It is your responsibility to maintain your garden to this standard throughout your tenancy:

11. You must keep your garden in a tidy condition, free from weeds, rubbish, litter and other waste materials. You must not allow the garden to become a nuisance or an eyesore. **You must cut lawns and trim hedges regularly. Trees and shrubs must also be kept pruned.**

12. You must not have any plant in your garden that causes a nuisance or annoyance to your neighbours or other people in the neighbourhood. This includes (but is not limited to) plants that may spread uncontrollably, plants that may spread onto the footpaths or roads, or plants with root systems that could cause damage to the premises or neighbouring premises.
13. You must notify the Council immediately if you become aware of any invasive species, such as Japanese knot weed, in your garden.
14. You must not plant any tree or plant on the premises which may grow to a height of more than two metres without prior written consent.
15. You must not put up boundary walls, fences, hedges or structures on an open-plan estate. An open-plan estate is generally considered to be an estate (or part of an estate) where tenants do not have enclosed gardens and areas around tenants homes are maintained by the Council.

If your garden becomes a nuisance, annoyance or eyesore then the council may serve notice on you requiring you to put your garden in the condition required by the lettable standard or requiring you to do anything reasonably required to remedy any breach of conditions. The notice shall specify 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 property to undertake the necessary work and recharge you for the cost of any work carried out.

Information for storage of materials and fire safety:

16. You must not store any inflammable material or gas in your property, sheds, garages or out-buildings except where it is reasonably needed for normal domestic use, in which case it must be stored safely. Should you require compressed gas for hobby, trade or medical reasons you must inform us in writing.
17. You must not keep dangerous quantities of materials at the property, these can include (but are not limited to) compressed gas, fireworks or flammable liquids.
18. You must ensure that all means of escape from the premises are kept free from obstruction.
19. You must not store any type of industrial equipment or large car parts such as engines or wheels in your property.

Fires in or around the property:

20. You must not light fires in or around the property unless:

- in a properly ventilated fire place or stove
- in a barbeque or other similar appropriate equipment such as fire pits/chimney, or garden waste incinerator, situated in the yard or garden area, bonfires are NOT permitted

21. The only material you should burn is:

- Clean, dry wood, paper, card or small quantities of garden waste.
- You should not burn anything explosive or toxic, such as aerosols and tyres.

22. You should not cause a nuisance distress or annoyance to other people

23. You must not do anything that could reduce the fire safety at the property or communal areas. This includes: 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.

24. You must test smoke detectors regularly and replace batteries in battery operated smoke detectors when necessary. We may help you if you are elderly or have a disability, ask the Council for assistance.

Vehicles

25. You must not bring into or keep in the dwelling, a motorcycle, moped or machinery having a petrochemical engine.

26. You must not park an illegal or un-roadworthy vehicle on the land around your property, on the road or any shared area.

27. You must not park or allow anyone else to park, any motorhomes, caravans, boats, trailers etc., in your garden without our prior written permission. Permission will then only be granted at our discretion and then only where there is a properly constructed hard standing and dropped kerb in place. The hard standing must be built with our prior agreement, with a dropped kerb and, if needed, a grass verge crossing. It is your responsibility to seek written consent from the Council.

Pets and Animals

28. You must obtain our prior written permission before you keep or look after any pets, animals, birds or livestock in the property. Certain types of property are not suitable for keeping pets, animals, birds or livestock. Permission is granted at our discretion. If permission is granted, any pets, animals, birds or livestock being kept

or being looked after must not cause a nuisance, annoyance or disturbance to any other person. If they do become a nuisance, annoyance or disturbance we may ask you to remove them from your property. Permission to keep pets will always be subject to conditions to promote responsible pet ownership.

29. You must not allow any pet or animal to be kept or tethered on any verges or communal areas within the neighbourhood.
30. You must not allow any pet or animal to cause damage or disrepair to property belonging to the council or any other person in the neighbourhood.
31. You must not allow any pet or animal to cause nuisance, annoyance or disturbance to any person.
32. If you keep dogs classed as dangerous by the Dangerous Dogs Act 1991, you must keep to the Act.

Use of communal areas

33. You must keep shared areas e.g. halls, landings, staircases etc. in blocks of flats, tidy and free from obstructions.
34. 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.
35. You must not leave waste or other items in communal areas except in designated bin areas.
36. You and visitors that you are responsible for must not cause nuisance, annoyance or disturbance in communal areas. This includes (but is not limited to) allowing pets or animals to foul in communal areas **without clearing it up immediately**, noisy, abusive or intimidating behaviour, consumption of alcohol in communal areas, inappropriate sexual behaviour. **All dogs must be kept on a lead in communal areas or grounds.**
37. You, or members of your household or your invited visitors, must **not park any private motor vehicles** on the communal areas except where we have marked a parking area or with our prior written permission.
38. Where parking is provided on our complexes it is not allocated to individual properties, this is provided on a first come first serve basis for residents.

39.If you live in a property with communal areas, you and the people you are responsible for must **NOT** smoke in the shared areas of the building.

These areas include any stairwells, corridors, lifts, landings and any shared facilities.

40.If you require the use of a mobility scooter, or similar aids, you must contact the Council to discuss appropriate storage and access.

41. For fires in communal areas refer to points 16-24 in this section.

YOUR RESPONSIBILITY TO THE COMMUNITY

As a tenant you must respect and be considerate to your neighbours. 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 peaceably. If this fails then we **may** take appropriate action against you, if you, or anyone living with you or visiting your home (including children), break any condition of this tenancy agreement by behaving in a way that may cause nuisance or annoyance to other people. Possible courses of action may include – formal warnings, demotion of tenancy, injunctions or possession proceedings.

We will not interfere with how you use your property as long as you keep to the terms of this agreement or unless there is any other reason under the Housing Acts of 1985 and 1996 or any other law where we may need to.

1. You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for everyone, in your property, on surrounding land, in shared areas (places such as stairs, landings, entrance halls, communal grass and garden areas, yards and parking areas which you share with other tenants), in the area around your property or on any Council owned premises.
2. You and the people you are responsible for must not cause or be likely to cause a nuisance, annoy or distress anyone. Examples of activities which **may cause** nuisance, annoyance or distress include:
 - **loud music or loud noise** from a TV, radio, hi-fi or musical instruments
 - **loud arguing, shouting and door slamming**
 - playing **ball games**
 - **dog** barking and fouling
 - **offensive, abusive and threatening** behaviour
 - **dumping** of rubbish
 - **vandalism** of property
 - repeated **repairing** of vehicles etc.
 - **throwing** items from windows, balconies and walkways
 - DIY at **unsociable hours**
3. You must not use, or allow the property and communal parts of the building to be used, for any **illegal** or **immoral** activity. Examples of such activities are prostitution, human trafficking, selling drugs, drug abuse and/or other criminal activities. The Council have an agreement with the Police to share information on such activities and both the

Police and the Council are committed to taking strong action where necessary.

4. You must not commit or threaten any form of **harassment** against any other person in your property or your community. This includes harassment on the grounds of sex, gender, age, religion, race, colour, sexual orientation and disability.
Examples include, but are not limited to;
 - **Racist** behaviour or language
 - Using or threatening to use **violence**, including **domestic violence and abuse**
 - Repeatedly using **abusive** language
 - **Damaging** or threatening to damage another person's home or possession
 - Writing threatening or abusive **graffiti** or **letters**
 - **Intimidation**
 - **Targeting** abuse at someone because they have a disability.
5. You must not use **dangerous weapons** such as any type of gun or rifle, knife, catapult, laser pens or crossbow in your home or in the area around your home or on any Council premises
6. You must not use abusive language or threatening or violent behaviour towards **Council Employees, Members of the Council/contractors and any other person(s), such as postal workers/couriers** carrying out their business or duties in the neighbourhood. This includes abusive or offensive signs on council owned property.
7. You must ensure that all **refuse** and unwanted household items are disposed of in a safe and hygienic manner.
8. You must not interfere with security and safety equipment
9. You must not park any vehicles which cause an obstruction to other people or their vehicles **including access for emergency service vehicles**.
10. You must not drive, ride or park any vehicles on grassed verges, greens or footpaths

THE COUNCIL'S RESPONSIBILITIES

We will give you confidential help and advice if you report a nuisance or harassment. We will look into your complaints and decide what action to take.

If you wish to make a formal complaint this should preferably be in writing. You may also make your complaint by e-mail, on-line or by phone. This will provide us with evidence if and when any legal action becomes necessary.

We will always respond/acknowledge to any formal complaint regarding tenancy disputes/ASB as a priority. If further action is required this will initially involve visits and/or letters to the other party or parties involved.

NOTE - The Council is not prepared to tolerate anti-social behaviour. Where necessary the Council will use legal remedies, including court action for repossession and injunctions to prevent such problem recurring.

ENFORCEMENT OF TENANCY CONDITIONS

If you breach any of the terms of your tenancy, the action we can take against you ranges from the use of warning letters right through to removing your tenancy; of course, the action we take will be dependent on the seriousness of the offence.

The Council aims to respond proactively to deal effectively with complaints and to reduce levels of Anti-Social Behaviour (ASB) and criminal activity on our estates. Where there has been a proven instance of ASB we will use any current and future legislation available to deal with the incident effectively.

Causing ASB or carrying out criminal activity in your neighbourhood will be considered a breach of your Tenancy Agreement, will not be tolerated and could result in legal action being taken against you or members of your household.

This may lead to, for example, mediation, behavioural contracts or more seriously injunctions being sought through the courts. If you have an injunction against you any breach of the terms could be considered contempt of court and as such lead to fines or imprisonment.

Here is a summary of some of the other possible actions we could take:

Demotion of Tenancy

Demotion Orders are a useful tool for dealing with Anti-social Behaviour that has the effect of taking away your **security of tenure**. This can be useful where we want to send out a strong message to a tenant whilst continuing to work with them to change their behaviour.

This may be the case in situations where the problems are low key or where the problems are caused by a child and the parent is attending parenting classes or receiving supportive intervention to help deal with the behaviour.

Injunction

Injunctions are civil orders obtained from the County Court. An injunction prohibits the person concerned from engaging in the behaviour detailed in the injunction.

Injunctions are quick to obtain. The civil (balance of probabilities) and not criminal (beyond reasonable doubt) rules of evidence apply to injunctions. This means that injunctions require a lesser burden of proof than a criminal prosecution, which may lead to a more certain outcome. They are aimed at stopping the anti-social behaviour rather than punishing the perpetrator.

Notice of Seeking Possession

A Notice of Seeking of Possession (NOSP) is notification to you that we the Council intend to seek possession of your property. We will serve this notice before making an application to the court.

The notice must fix a date – at least four weeks ahead – after which a court action may be started. If action is not started within a further 12 months the notice is no longer valid, however, we can serve a new notice.

In cases involving nuisance and anti-social behaviour, we can serve a Notice of Seeking Possession on a tenant(s) and start proceedings immediately.

You would have the opportunity to present your side of the case to the court when the application is heard.

We must have grounds for serving a NOSP. Examples of reasons we may serve a NOSP include:

- You are in arrears with your rent or you have broken a condition of your tenancy
- You or anyone living with you, have caused annoyance or nuisance to your neighbours (anti-social behaviour). It is the council's policy to evict proven perpetrators of racial harassment and other serious anti-social behaviour.
- You or anyone living with you has been convicted of using your property for illegal or immoral purposes
- You or anyone living with you has damaged your property or a communal area
- You made false statements to obtain a tenancy
- You refused to leave a property let to you temporarily while your permanent home was being repaired or modernised
- You have given or received money as part of an exchange
- You have a permanent home elsewhere

Eviction

We will ensure that our tenants are made aware of the importance of meeting the terms of their tenancy agreement, and more generally, the importance of fulfilling their responsibilities by not behaving in a way that is unlawful or damages the quality of life of others.

All Tenancy Agreements contain a clause making it clear to tenants that anti-social behaviour or illegal activity (whether by the tenant, people who live with the tenant or people visiting the tenant) is not acceptable and may lead to the loss of their property.

The majority of our tenants behave responsibly and fully abide by the terms of their tenancy agreements. However, when things go wrong and a tenant fails to meet the standards of reasonable behaviour established by their

tenancy agreement, then we may seek to protect the rights of other tenants and the wider community by enforcing the terms of the tenancy and evicting them from their property.

ENDING YOUR TENANCY AND LEAVING YOUR HOME

1. You must give the Council at least **4 weeks notice** in writing when you want to give up your tenancy. The notice must be signed by you. If you are joint tenants, either or any one of you can end the tenancy by giving the written notice which will be binding on both or all of you.
2. In the event of your death, the tenancy may pass on to a joint tenant, your spouse or civil partner, or member of your family if they are qualified to succeed. (please refer to Right to Succession pg9) If you have left a will, the tenancy can be brought to end by a personal representative of your estate. The personal representative **may give a maximum of four weeks notice** in writing ending on a **Sunday**. Your estate is also responsible for other conditions of this agreement.
3. In the event that there is no will, known as 'intestate', legal responsibility for your tenancy passes to the Public Trustee. We will end the tenancy by serving a 'Notice to Quit on the Public Trustee. A copy of this notice will be given to any next of kin that you may have.
4. The **last day** of your tenancy must be a **Sunday**. You must return the keys to the Council before 12 noon on the Monday following the last day of the tenancy. If you fail to do this, additional rent will become payable.
5. At the end of your tenancy you must give the Council **vacant possession** of the property. You must clear the property of all your furniture and belongings, leave it in good repair and in a clean and tidy condition as per the lettable standard and return the keys to the Council. If you don't the Council may charge you for:
 - costs of clearing the property
 - cleaning the property
 - repairing any damage or neglect
 - replacing any fixtures or fittings which you have removed and not replaced with alternatives of a reasonable and similar standard
 - changing the locks
 - Re-instating excavated ponds etc

You must also:

- Ensure you record final meter readings before you vacate the property
- Return keys only to your nearest Housing office
- Inform the council of your new address

6. Any applicant who owes rent and other/service charge arrears or who still owes money having been recharged work outlined above **will have reduced preference on the housing waiting list** unless they pay the amount owing or make an agreement to pay over a period which is acceptable to the council

If the Council wishes to end your tenancy it must give you a **legal notice**. The notice will be considered as having been served on you if it has been delivered to the address at which you are the tenant.

7. If you fail to **clear the property** and/ or leave it in a state of disrepair, we will charge you for the cost of removing items that you leave behind and for any work that is necessary in accordance with our recharge policy. We will not be responsible for any damage or loss to any items that you leave behind.
8. You must not leave any person or animal living in your property when you move out, such as a **lodger**. If you do so, we will take court action to remove them from the property and you and/or your lodger may have to pay the costs.

When we want to end the tenancy

Introductory tenants only

If you have an introductory tenancy, we can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the conditions of this tenancy agreement or there is any other reason [in law.] If you break your tenancy conditions, we may serve a 'Notice to Terminate' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will give you the date after which possession proceedings will start. This will be at least four weeks after the notice is served.

Secure tenants only

We would have to show that we had valid reasons to evict or demote your tenancy. These are called '**grounds**' and are defined by law. You would have the right to present your case at a court hearing. Before going to court we would have to serve you with a Notice of Intention to seek Possession or Notice of Intention to Demote your tenancy setting out our reasons for serving the Notice.

Tenancy Details Form – Introductory

This form contains details of the tenancy between:
us **Denbighshire County Council** of County Hall, Wynnstay Road, Ruthin, LL15 1YN & 64 Brighton Road, Rhyl, LL18 3HN and you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

1 _____

2 _____ Relationship to **1** _____

The property rented in this agreement is at: _____

Type of property: _____ Type of garden: sole/communal (please circle)

No of bedrooms: _____ Suitable for: _____ person(s)

Start date of tenancy: _____ / _____ /20

Type of tenancy: This tenancy is an **introductory** tenancy

Rent for this property: The basic rent (not including any service charges) for the property at the start of this agreement will be: £ _____

Total Weekly amount due (rent & service charges) £ _____	
BREAKDOWN	
Service Charges	_____

Other Charges (septic tank, sewerage etc)	_____

Payment: The total rent is due on Monday each week.

I/We have inspected the property and accept the tenancy from the above date.

I/We have received, read and understood the conditions of tenancy and agree to abide by them.

I/We understand that if I/We have given false information, you may prosecute and you may take steps to end the tenancy.

Your signature: **1** _____ Date: _____ / _____ /20

2 _____ Date: _____ / _____ /20

On behalf of Denbighshire County Council

Name: _____ Position: _____

Signature: _____ Date: _____ / _____ /20

Tenancy Details Form – Secure

This form contains details of the tenancy between:
us **Denbighshire County Council** of County Hall, Wynnstay Road, Ruthin, LL15 1YN & 64 Brighton Road, Rhyl, LL18 3HN and you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

1 _____

2 _____ Relationship to **1** _____

The property rented in this agreement is at: _____

Type of property: _____ Type of garden: sole/communal (please circle)

No of bedrooms: _____ Suitable for: _____ person(s)

Start date of tenancy: _____ / _____ /20

Type of tenancy: This tenancy is an **secure** tenancy

Rent for this property: The basic rent (not including any service charges) for the property at the start of this agreement will be: £ _____

Total Weekly amount due (rent & service charges) £ _____	
BREAKDOWN	
Service Charges	_____

Other Charges (septic tank, sewerage etc)	_____

Payment: The total rent is due on Monday each week.

I/We have inspected the property and accept the tenancy from the above date.

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Your signature: **1** _____ Date: _____ / _____ /20

2 _____ Date: _____ / _____ /20

On behalf of Denbighshire County Council

Name: _____ Position: _____

Signature: _____ Date: _____ / _____ /20

