

Your Tenancy Agreement



City of
Stoke-on-Trent

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1. INTRODUCTION TO YOUR TENANCY AGREEMENT

- 1.1 This is your tenancy agreement. It has been produced by the Council as your Landlord following consultation with tenants.
- 1.2 This Agreement is an important legal document and should be kept in a safe place. This Agreement defines your rights, obligations and responsibilities as a Tenant for the following types of tenancy:
 - Introductory Tenancy.
 - Secure Tenancy.
- 1.3 All conditions contained within this Agreement apply to all tenancy types unless otherwise stated.
- 1.4 Your obligations as a Tenant apply not only to you as the Tenant but to anyone else living with you or visiting your Property. We will hold you responsible for any breach of the conditions contained within this Agreement caused and/or committed by any person living with you or visiting your Property.
- 1.5 This Agreement sets out who the Tenant is and who is responsible for the Tenancy. If there is more than one Tenant, (that is a joint tenancy) then all Tenants are jointly and severally responsible for complying with all of these Tenancy Conditions; this means even a Tenant who is no longer residing at the property could still be held responsible for the obligations contained within this Agreement.
- 1.6 If you, [or someone else acting on your behalf], obtained the tenancy by providing false information then the Landlord will have the right to apply to court for a possession order (under schedule 2 of the Housing Act 1985).
- 1.7 Please note that in this Agreement, all expressions in the singular also carry the plural meaning, unless the context requires otherwise.

2. DEFINITIONS

The following words and phrases have the meanings set out below when used in this tenancy agreement, unless the context requires otherwise.

- “Agreement” means this tenancy agreement and the terms and conditions contained within this document.
- “Anti-Social Behaviour” has the meaning set out in section 2 (1) (a) the Anti-Social Behaviour, Crime and Policing Act 2014 (as may be amended from time to time).
- “Communal Areas” means (but not limited to) the following shared areas: entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, shared roads and paths leading to or from the Property, communal grassed and cultivated areas, communal drying and play areas, communal forecourts and other shared areas within the estate in which the Property is situated.
- “Civil Partner” has the meaning set out in section 1 of the Civil Partnership Act 2004 (as amended from time to time).
- “Demoted Tenant” and “Demoted Tenancy” means a Tenancy created when a court makes a Demotion Order against a Secure Tenant, as set out in the Housing Acts 1985 and 1996.
- “Fixtures” and “Fittings” include:
 - Installations for supplying or using gas, electricity and water.
 - Basins, sinks, baths and toilets.
 - Pipes, ducts, tanks, wires, cables, switches, boilers and storage heaters.
 - Fixed wall, floor or ceiling coverings, other than carpet and laminate or wood flooring.
- “Hazards” and “Hazardous Materials” means anything that is potentially dangerous, flammable, combustible, unsafe etc.
- “Household” means everyone living in your Property, including Lodgers and also anyone who is visiting your Property and for the purpose of this Agreement reference to any person visiting your Property means any person (whether or not such person is visiting you and/or a member of your Household) who may be standing/ gathering/ congregating outside of the Property on the pavement/grass verge or in the road adjacent to your Property.

- “Housing Office” means any housing offices, local centres, One Stop Shops or equivalent Council Customer Service Centres.
- “Improvements” means any alteration to the Property to make it better, which is made by the Tenant, on behalf of the Tenant or by a member of the Tenant’s household, which was not at the Property when the Tenancy commenced.
- “Introductory Tenant” and “Introductory Tenancy”, have the meanings given to them in the Housing Act 1996 (as amended from time to time).
- “Locality” means a neighbourhood, part of a neighbourhood, an area comprising two or more neighbourhoods adjacent to one another and includes the whole area of the housing accommodation owned or managed by the Landlord and any common areas and/or land owned by the Landlord used in connection with the neighbourhood.
- “Lodger” means a person who lives with you as a paying guest. They will not have exclusive right to any part of the property.
- “Neighbour” or “Neighbours” mean persons who live in your Locality, who may be tenants of the Landlord; or other persons in the Locality who may own their own home, or rent from a private landlord or housing association.
- “Overcrowded” has the meaning given under section 324 of the Housing Act 1985 (as amended from time to time).
- “Partner” means any person who lives with you in an established relationship, other than a relative.
- “Pets” means domesticated or tame animals kept on the Property for companionship and/or for protection and enjoyment.
- “Property” means all of the property and the garden areas, including any shed, outbuildings, and garage let to you by the Landlord under the provisions of this Agreement.
- “Qualifying Repairs” means the repairs listed under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 which landlords are obliged to carry out.
- “Rent” means the advance weekly payment of money due under this Agreement for the exclusive use and occupation of the Property.
- “Secure Tenant” and “Secure Tenancy” have the meanings given to them in the Housing Act 1985 (as amended from time to time).
- “Service Charge” means any charge other than Rent as defined and set out above and which forms part of the Total Weekly Charge, for example for heating, hot water, grounds maintenance and communal television systems.
- “Tenancy” means a legal interest in land which is created by the letting of the Property to you subject to the terms and conditions within this Agreement and subject to the Housing Act 1985 and 1996.
- “Tenancy Conditions” means the conditions contained within section 7 of this Agreement and which you as the Tenant must comply with during the life of this Agreement.
- “Tenancy Start Date” means the date on which you take possession of your Property.
- “Tenant” means you; that is the person/s or people, to whom we have granted the Tenancy, (and includes joint Tenants who will be jointly and severally liable for the terms and conditions contained within this Agreement) or any individual who subsequently becomes the Tenant by way of an assignment or a succession.
- “Use and Occupation Charges” mean the charges for the use of the Property equivalent to the daily rent for the Property which would be due and owing if the Tenancy was in place and continuing.
- “Vehicle” means (but not exclusively) a car, bus, lorry, motorbike, bicycle, boat, caravan or similar motorised or non-motorised devices.
- “Vermin” means (but not exclusively) rats, mice, grey squirrels and wild pigeons.
- “We”, “we”, “Us”, “us”, “Our”, “our” or “the Council” means your Landlord under this Agreement that is Stoke-on-Trent City Council or its appointed representatives.
- “You”, “you” means the Tenant.



3. YOUR RIGHTS AS A TENANT

The following are your legal rights as a Tenant. Some of these rights do not apply to Introductory or Demoted Tenancies; this is stated against each right where appropriate. If your Tenancy becomes a Demoted Tenancy you will be issued with a formal notice which will set out which rights apply to you.

3.1 Right to live in the property

- 3.1.1 This Agreement gives you the right to live in the Property. We will not interfere with your right to live in the Property so long as you comply with the conditions of this Agreement and the law, and/or unless we need to demolish the Property for redevelopment purposes.
- 3.1.2 We cannot evict you from the Property unless we have obtained a court order.
- 3.1.3 If the Property is required for re-development then you may be entitled to compensation unless you choose to move beforehand.

3.2 Right to take in Lodgers or to sublet part of the Property

- 3.2.1 You have the right to take in a Lodger, provided this does not cause the Property to become Overcrowded and you have beforehand obtained written permission from us, such permission will not be unreasonably withheld. This right only applies to a Secure Tenancy but not an Introductory or Demoted Tenancy.
- 3.2.2 You have the right to sublet part (but not all) of the Property provided this does not cause the Property to become Overcrowded and you obtain our written permission first. This right only applies to a Secure Tenancy but not an Introductory or Demoted Tenancy.
- 3.2.3 We may, in some circumstances, in the case of an Introductory Tenant grant permission to sublet part of the Property.
- 3.2.4 If you are in receipt of a housing related benefit you agree to notify the administrator of that service should you choose to take in a Lodger or to sublet part of your Property.

3.3 Right to pass on your Tenancy

- 3.3.1 If your Tenancy commenced after 1st April 2012 and if you die then your Tenancy can pass to your spouse or Civil Partner provided that such a person was living at the Property as his/her only or principal home at the time of your death: in the absence of such a person then you can pass your Tenancy to your Partner. This is called a succession but it can only happen once, so if you are a successor Tenant i.e. the Tenancy was passed to you by a spouse or Partner then the Tenancy cannot be passed on again.
- 3.3.2 If your Tenancy started before 1st April 2012 when you die, your Tenancy will automatically pass to your husband, wife or Civil Partner provided he or she was not a joint Tenant. If you were not married or if you did not have a Civil Partner, then a relative who had lived with you immediately prior to your death for a continuous period of 12 months may apply to succeed. This is also known as Succession and can only occur once.
- 3.3.3 You can also transfer your Tenancy to certain individuals whilst you are alive. This is called an assignment but you can only assign your Tenancy in this instance to the persons who would be eligible to succeed to your Tenancy as set out above in 3.3.1 and 3.3.2.
- 3.3.4 The right to transfer your Tenancy does not apply in the case of an Introductory or Demoted Tenancy.

3.4 Right to Mutually Exchange

- 3.4.1 If you are a Secure Tenant you have a right to exchange your Tenancy (that is swapping your home) with another tenant of the Landlord, other local authority or housing association. You must get our written permission before exchanging your Tenancy. We can refuse permission to allow you to exchange your Tenancy with another tenant but only on specific grounds which are set out in law.
- 3.4.2 This right to exchange your Tenancy does not apply in the case of an Introductory or Demoted Tenancy.

3.5 Right to be consulted

- 3.5.1 You have the right to be consulted and fully informed about any proposals to change this Agreement and any other proposal to change the way in which we manage our housing service if this is likely to substantially affect your Tenancy. This does not include changes to Rent or Service Charges. We do not have to consult you before making changes to Rent or Service Charges but we must give you 28 prior days' notice of those changes.

3.6 Right to buy

- 3.6.1 You have the right to buy your Property provided you have been a secure tenant for the qualifying period and you meet provisions set out in the current and any subsequent law. There are certain exclusions to this right including, but not restricted to, properties that are specifically for the use of persons of pensionable age. We also have the right, in law, to stop your right to buy in certain circumstances.
- 3.6.2 The right to buy your Property does not apply to an Introductory or Demoted Tenancy.

3.7 Right to make Improvements

- 3.7.1 You have the right to make Improvements to your Property, but you must obtain our written permission beforehand. You must also comply with all building regulations and obtain any necessary planning permission. You will be responsible for the on-going maintenance of any such Improvements. Internal decorations are not classed as an Improvement, so you do not need our permission to decorate inside your Property.
- 3.7.2 This right does not apply to Demoted or Introductory Tenancies.

3.8 Right to compensation for own Improvements

- 3.8.1 Where you have permission to make Improvements to your Property, you may be able to claim compensation for some Improvements when your Tenancy ends, but any compensation will depend on the age and/or the current condition of the Improvement.

3.9 Right to repair

- 3.9.1 Under the right to repair we must carry out certain Qualifying Repairs within set timescales. If you have given notice of the repairs and we do not carry them out within a reasonable time, you can ask us to get another contractor to do the work. In certain circumstances if the repairs are not carried out on time, you may be able to claim compensation.

3.10 Right to end your Tenancy

- 3.10.1 You have the right to end your Tenancy at any time. To do this you must give us at least four weeks' prior written notice and then give vacant possession before or at the end of the notice period.
- 3.10.2 In the event that you hand your keys in prior to the end of the four weeks' notice, or you do not give notice, or you leave your Property early; then in such circumstances you will still be liable for rent for the full four weeks' notice period.

4. COMPLAINTS

- 4.1 If we do not meet our responsibilities under this Agreement, you can do the following:
- Contact your Housing Office to make a complaint.
 - Use our complaints procedure (you can get details of complaints procedure from your Housing Office or from the Council website).
 - Speak to your local councillor or Member of Parliament
 - Get advice from an independent Housing Aid Centre, the Citizens Advice Bureau or a Solicitor.
- 4.2 If you are dissatisfied with the Complaints Procedure, you can contact the Housing Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the Complaints Procedure before getting involved.
- Housing Ombudsman Service
81 Aldwych
London, WC2B 4HN
Telephone: 0300 111 3000
Fax: 020 7831 1942
Email: info@housing-ombudsman.org.uk

5. DATA PROTECTION

- 5.1 All personal data held by us in respect of you and your Tenancy will be held on our computer system or in a paper record in accordance with general Data Protection Regulation and the Data Protection Act 2018.
- 5.2 The data held by us in respect of your Tenancy may be used for cross matching and cross-authority comparison purposes for the prevention and detection of fraud.
- 5.3 We work with the Police and other agencies and may also share information in order to tackle crime and disorder issues in your Locality. In these circumstances, we may have to give your personal information to other organisations, for example under the Crime and Disorder Act 1998. If an organisation asks for information about you that is not provided for in law we will seek your permission before disclosing any personal information.
- 5.4 We will only disclose information concerning your Tenancy to other members of your household, or your representatives, if you have given your consent to do so.

6. PHOTOGRAPHS

- 6.1 We will take photographs, or copies of photographic identification, of all new Tenants as and when they come in to sign their tenancy agreement or as soon as is reasonably practical thereafter. Where a sole tenancy changes to a joint tenancy, or there is a succession or assignment of a tenancy, a photographic image of the new joint tenant / succeeding tenant will also be required.
- 6.2 Photographic images will be retained electronically and stored safely and will not be disclosed to any third parties unless this is required in accordance with the law. All photographic images will be kept securely.
- 6.3 For the prevention of fraud and the detection of crime, photographic images held may be used to help identify people living in our properties without permission and to identify tenants who have sublet their property.
- 6.4 At some point in the future photographic images of existing tenants may also be required in order to update our records. As mentioned in 6.2, these photographic images will be retained electronically, stored safely and will not be disclosed unlawfully to any third party.



7. TENANCY CONDITIONS

This section contains the Tenancy Conditions and how they will operate; you are responsible for the compliance with these conditions:

- 7.1 You are responsible for the behaviour of any member of your Household in relation to ensuring compliance of the conditions set out below and by signing this Agreement you accept responsibility for the actions of any member of your Household. Any breach of any of the following conditions by a member of your Household will be treated as a breach of the conditions and consequently this Agreement by you personally.

7.2 Rent and Service Charge

- 7.2.1 You must pay your Rent and any other Service Charges weekly in advance on or by each Monday, or at any other regular advance intervals by prior arrangement with us. The obligation to pay your weekly Rent and Service Charge applies throughout the whole period of your Tenancy including any period where you are away from the Property.
- 7.2.2 When your Tenancy ends, you must pay us any outstanding Rent and/or Service Charges or costs before leaving the Property. If you owe us money for Rent and/or Service Charges or costs, you must make arrangements with us to pay the debt.
- 7.2.3 You are required to pay your Rent in advance on your Tenancy Start Date and thereafter in accordance with clause 7.2.1 above.
- 7.2.4 We reserve the right to vary the Rent and Service Charges from time to time and will give you at least 28 days' notice.
- 7.2.5 It is agreed by you that if we owe you any money and you leave the Property without paying the Rent due or any arrears, we may use this money towards any Rent and/or Service Charges or costs which may be due and owing to us.

7.3 Repairs and improvements

- 7.3.1 You must report any repairs that we are responsible for to us, as soon as possible.
- 7.3.2 You must repair, renew or replace at your own expense any internal or external parts of the Property including any fixtures or fittings or installations that are damaged by you.
- 7.3.3 You must keep the inside of the Property in a reasonable decorative order and clean condition, and you must maintain it to a reasonable standard.
- 7.3.4 You are responsible for repairing, renewing or replacing the following items:
- Any fittings not installed by us, including fridges, cookers, washing machines, showers, blinds and floor coverings.
 - Lock changes to door and windows (unless you supply us with a crime reference number from the police)
 - Window and door glass breakages (unless you supply us with a crime reference number from the police)
 - Plugs and chains to sinks, wash basins and baths
 - Toilet seats
 - Door chains
 - Curtain and picture rails
 - Locks, latches, bolts and catches to gates, garages, lock-ups, sheds and outhouses
 - Electrical fuses
 - Replacement bulbs to interior and exterior lights (excluding communal lighting)
 - Blockages to waste pipes, WC pans or drains (due to misuse)
 - TV aerials (that are not shared)
 - Any fitting, structure or finish that has been undertaken as a Tenant Improvement.
- 7.3.5 You must ensure that any of your own equipment is properly and safely installed and thereafter properly maintained, this includes any of your own gas appliances.
- 7.3.6 If you fail to maintain the equipment referred to in condition 7.3.5 above and such failure results in damage occurring to your Property or a neighbouring property which requires us to carry out repairs then we reserve the right to charge you for the cost incurred by us in carrying out those repairs.

7.3.7 You must not make any Improvements, alterations or additions to the Property or the outside of the Property and/or (where relevant) the Communal Areas or any shared areas to the Property unless you have received written permission from us beforehand. This includes alterations to the gas or electrical installations or removal of any fixtures, fittings or equipment. You must rectify at your own expense any damage/defect caused to the Property as a result of any alteration or improvement carried out by you.

7.3.8 You must not make any alteration to the Property (such as removing any internal walls) and/or alter any part of the Property which would result in a breach of planning regulation or building control.

7.4 Your use and occupation of the property

7.4.1 You must use the Property as your only or principal home.

7.4.2 If you are going to be away from your Property for more than 28 days, then you must tell us beforehand.

7.4.3 You must not use any room within the Property which has an open flue gas fire/boiler for the purposes of a bedroom

7.5 Condition of property

7.5.1 You (and/or any member of your Household) must ensure that the Property is kept free from pests and/or Vermin and you must not do anything which will encourage the presence of pests and/or Vermin.

7.5.2 You (and/or any member of your Household) must not damage, deface, and/or apply graffiti to the inside or outside of the Property (this also applies to any Fixtures or Fittings within the Property provided by us).

7.5.3 When your Tenancy ends, you must hand the Property back to us in a reasonable and clean condition, and remove all your belongings.

7.6 Condition of Communal Areas

7.6.1 You (and/or any member of your Household) must not:

- block or obstruct any Communal Areas,
- create or leave any hazard within any Communal Area,
- wedge open any fire door or security door within a Communal Area or any other area,
- Leave and/or abandon any belongings in any Communal Area.

Any belongings left within any Communal Areas which are causing an obstruction or fire safety risk will be removed by us and confiscated.

7.6.2 You (and/or any member of your Household) must not within any Communal Area tamper with, damage, disable, mark deface or apply graffiti, to any of the following:

- Door entry or emergency alarm equipment.
- Lifts including the lift doors, machinery and control panels.
- Fire fighting and detection equipment and installations.
- Gas, electricity and water supplies or meters.
- Glass in panels and windows.
- Sheds and storage areas.

7.7 Gardens

7.7.1 If, as part of your Tenancy, you have a garden or garden area then you must maintain it and keep it clean and tidy and free from rubbish.

7.7.2 You must cut the grass so that it does not become overgrown and, you must maintain and cut any hedges, shrubs, plants and trees so that they do not become overgrown, untidy and unsightly.

7.7.3 You (and/or any member of your Household) must not place rubbish, old furniture or domestic or commercial appliances within the garden or any area within or surrounding the Property, unless the items are waiting collection for disposal within 24 hours.

7.7.4 You (and/or any member of your Household) must not cause any nuisance, annoyance, or risk to your Neighbours by the lighting of bonfires and/or by the burning of non-domestic or hazardous materials within the Property or any other outside area in the Locality.

- 7.7.5 You (and/or any member of your Household) must not remove, replace or plant any hedge, fence or tree at the Property without consulting with your neighbour/s and obtaining our prior written permission.
- 7.7.6 You (and/or any member of your Household) must not build or erect any structure including a garage, greenhouse or shed, or erect any structure in the garden or shared area without obtaining our prior written permission.
- 7.7.7 You (and/or any member of your Household) must not install/lay/construct any driveway; hard standing and/or any paved parking area unless we have given our prior written consent.
- 7.7.8 In relation to sub-paragraphs 7.7.5 to 7.7.7 above, we will not unreasonably withhold consent however, if we have given written consent to carry out the works, you must obtain any other necessary legal permissions beforehand. (E.g. planning permission.)
- 7.7.9 You agree that the boundary of the Property is that boundary determined by us at the time of signing, and in the event of any subsequent disputes with Neighbours and/or the Council that our decision in the determination of the boundary of the Property is final.

7.8 Running A Business From The Property

- 7.8.1 You (and/or any member of your Household) must not run a business from the Property and/or the Communal Areas without our written permission. We will not unreasonably withhold our permission, unless it will cause a nuisance or annoyance to other people, or damage the Property.
- 7.8.2 For the purpose of clause 7.8.1 above, if we do give permission then you must also have and maintain any necessary insurance, legal permissions and an appropriate level of public liability insurance.
- 7.8.3 Where we have given permission under clause 7.8.1 above and subsequently it transpires that the business breaches any other conditions of this Agreement then we reserve the right to withdraw the permission.
- 7.8.4 You (and/or any member of your Household) must not run from the Property any organisation, action group or campaign, if it causes a nuisance or inconvenience to your Neighbours or harms the reputation of the Locality and/or neighbourhood. In some cases you may need our permission to run such an activity, contact us for more information.

7.9 Cars and other vehicles

You (and/or any member of your Household):

- 7.9.1 Must not park any Vehicle at the Property on any area other than a properly constructed and appropriately sized hard-standing, driveway, paved parking area or in a garage.
- 7.9.2 Must not build a garage, parking space, or drive or dropped kerb without our written permission. We will not unreasonably withhold our permission. If you obtain permission to build a garage, parking space or drive it must be built to a standard design and may be subject to planning permission.
- 7.9.3 7.9.3. Must not park or allow any vehicle to be parked if it is not insured, taxed, or does not have a valid MOT or it is not roadworthy on any land at the Property or that belongs to us unless it has a SORN (DVLA Off the Road Certificate), which you may be asked to provide. If you do not, we may remove the vehicle. Where possible, we will provide you with notice that we are removing the vehicle and we will charge you a reasonable fee for removing it. We may also take legal action against you.
- 7.9.4 Are not permitted to live in any Vehicle parked at the Property, in any Communal Area or on our land.
- 7.9.5 Must not keep any Vehicle inside the Property or in any indoor Communal Area within a block of flats or maisonettes.
- 7.9.6 Must not park a Vehicle in any way, which causes an obstruction to other road users, for example, double parking or cause an obstruction for emergency vehicles and refuse collection vehicles preventing access to neighbouring properties.
- 7.9.7 Must not park a Vehicle on grassed areas in/or around properties managed by us.
- 7.9.8 Must not store or charge a mobility scooter in any communal space unless an area has been specifically designated and set aside for this purpose.

7.10 Repairs to Vehicles

- 7.10.1 You (and/or any member of your Household) must not carry out repairs [for which you are receiving payment] to Vehicles at the Property, and/or within any Communal Area and/or on our land.
- 7.10.2 You (and/or any member of your Household) are permitted to carry out occasional and, minor repairs to Vehicles at your Property provided:
- Such activity does not cause a nuisance, disturbance or risk to your nearby Neighbours.
 - Such activity does not pollute any drainage or sewage system or the local environment (e.g. by the improper disposal of oil or paint).
 - Such activity is not carried out on a commercial basis as a business trading or operating from the Property, and/or Communal Areas or other land in the Locality of the Property.
 - You leave the area of work clean and tidy with no damage to the Property and/or to any Communal Area and/or to our land.

7.11 Rubbish and unwanted items

- 7.11.1 You (and/or any member of your Household) must place all household rubbish and similar waste items in Council provided wheelie bins, dustbins, refuse chutes and similar containers in line with Council's recycling arrangements where applicable.
- 7.11.2 You (and/or any member of your Household) must not allow rubbish and unwanted items to build up within the Property.
- 7.11.3 You (and/or any member of your Household) must not in Communal Areas:
- obstruct corridors, pathways, stairs or any shared area
 - leave any rubbish or unwanted items in any areas not designated for their collection or storage.
 - block access to fire exits or fire fighting equipment
- 7.11.4 Any syringes or needles used by you must be disposed of in a safe manner and must not be left and/or disposed or discarded in any Communal Area and/or within the Locality of the Property.

7.12 Pets and other Animals

- 7.12.1 You (and/or any member of your Household) must not keep any animal and/or Pet within the Property which is unsuitable; this includes (but not exclusively) the following:
- Livestock such as poultry, pigs, goats or horses or similar.
 - All venomous (poisonous) insects and spiders.
 - All large, venomous or constrictor snakes or lizards.
 - Any animal listed in the following legislation as:
 - Any dangerous wild animal (e.g. Dangerous Wild Animals Act 1976) (as amended).
 - A species prohibited from trade, import or export (e.g. Endangered Species (Import and Export) Act 1976).
 - any dog of a type defined within the Dangerous Dogs Act 1991.
- 7.12.2 You are permitted to keep a dog and/or a cat at your Property if as part of the Tenancy you have the exclusive use of a garden.
- 7.12.3 Notwithstanding Clause 7.12.2 above, if your Property is a flat, maisonette or sheltered accommodation, or a bungalow without exclusive use of a garden, you (and/or any member of your Household) are permitted to keep a dog and/or a cat provided you have our prior written permission to do so. Such permission will not be unreasonably withheld.
- 7.12.4 You (and/or any member of your Household) must keep control of and not allow your Pet or any animal to cause any damage; or any nuisance or annoyance to your Neighbours or anyone engaged in lawful activity within the locality of the property
- 7.12.5 You are permitted to keep at the Property small caged pets and/or fish in small aquarium subject to this permission not subsequently being revoked by us.
- 7.12.6 You (and/or any member of your Household) are not allowed to breed dogs or any other animal as a business from the Property; that is the breeding of dogs for a financial and / or commercial gain.
- 7.12.7 You (and/or any member of your Household) must not keep pigeons at the Property and/or in Communal Areas without our prior written permission to do so. Our permission may be withdrawn at any stage if the pigeons cause a nuisance and / or annoyance.

- 7.12.8 You (and/or any member of your Household) must not allow and/or permit any animal and/or any Pet to cause any damage to or foul the inside of your Property or any Communal Areas.
- 7.12.9 You must ensure that any animal waste in your garden area is promptly removed and safely disposed of.

7.13 Changes in your Household

- 7.13.1 You must notify us in writing within 4 weeks of any long-term change in relation to the people who are living at the Property.
- 7.13.2 You must not allow the Property to become Overcrowded.
- 7.13.3 You must notify us in writing within 4 weeks of any changes to your legal status to reside in the UK.

7.14 Right to enter your Property

- 7.14.1 You must let us have access to your Property provided we have given you a minimum of 24 hours' prior written notice in order to do the following:
- inspect or survey, for any reason, your Property or an adjoining property,
 - carry out any repairs, servicing, treatment, modernisation, replacement or Improvement works; or safety inspections,
 - deal with any other matter for which we are responsible including inspecting the condition of your Property and to ascertain who is living at the Property,
 - To ensure that you are complying with the conditions of this Agreement and health and safety regulations,
 - To undertake gas and electrical safety checks.
- 7.14.2 You must allow us to enter the Property in order to carry out any necessary emergency work irrespective of whether you have been given prior notice.

7.15 Illegal Activity

- 7.15.1 You (and/or any member of your Household) must not use the Property, and/or Communal Areas and/or the Locality for any criminal, immoral or illegal purposes. This includes (without limitation) using the Property for the cultivation, supply, possession and/or use of illegal substances, the handling of stolen goods or the illegal abstraction of utilities.

7.16 Nuisance and Annoyance and Harassment

- 7.16.1 You (and/or any member of your Household) must not within the Property, Communal Area and/or the Locality do any of the following:
- (a) cause a nuisance and/or annoyance and/or disturbance to your Neighbours and/or anyone in the Locality,
 - (b) do anything which interferes with the peace and/or comfort and/or, safety and/or convenience of your Neighbours and/or of anyone in the Locality,
 - (c) harass and/or verbally abuse, and/or use violence or threaten violence, towards your Neighbours and/or anyone in the Locality. This includes (but not exclusively) acting in such a manner because of someone's:
 - age
 - disability
 - gender
 - national origin
 - religion
 - colour
 - ethnic origin
 - HIV status
 - race
 - sexuality
 - (d) Use violence or threaten violence towards any of our staff, contractors, councillors or persons acting on our behalf.

7.17 Firearms

- 7.17.1 You (and/or any member of your Household) must not keep within the Property or within any Communal Areas any firearm, shotgun, or air-powered weapon (for example, an air rifle) unless you have the appropriate firearms or shotgun certification required by law and our prior written permission.
- 7.17.2 You (and/or any member of your Household) must not discharge any firearm, shotgun, and rifle, air weapon in the Property, and/or in any Communal Areas or in the Locality.

7.18 Flammable material, including gas cylinders or bottles

You (and/or any member of your Household):

- 7.18.1 must not use and / or store portable oil, paraffin or gas cylinder cookers or heaters in the Property without our prior written permission. Such permission will not be unreasonably withheld.
- 7.18.2 must not store dangerous, explosive or flammable materials or substances in the Property, and/or in any Communal Areas, or where relevant, any sheds (including garden sheds) and any storage areas in a block of flats. This includes the storing of large quantities of paper and cardboard boxes.

- 7.18.3 must not store or repair any appliances which are powered by petrol, gas, diesel or paraffin, as well as gas cylinders, in the Property or Communal Areas. This does not include lawnmowers or garden strimmers.
- 7.18.4 If you need to use oxygen cylinders and associated equipment then such oxygen and equipment must be prescribed by a registered medical practitioner and must be subject to regular safety checks by a qualified professional.



8. ENDING THE TENANCY (MOVING OUT)

This section sets out what you must do if you want to end the Tenancy with us, and what we will do if we want to end the Tenancy with you.

If you wish to end the Tenancy:

- | | | | |
|-----|--|------|---|
| 8.1 | You must provide us with no less than 4 weeks written notice. | 8.6 | You must ensure that all Fixtures and Fittings within the Property are in the same condition as they were in when your Tenancy started, allowing for 'wear and tear'. We may charge you for any damage which we consider has been caused by wilful neglect or as a result of Improvements or alterations carried out by you or on your behalf without our permission. |
| 8.2 | You must give us vacant possession of the Property (this includes ensuring that all members of your Household vacate the Property at the same time as you) and leave the Property in a good, safe, clean condition and empty of all personal possessions (including Vehicles), furniture and appliances that belong to you. | 8.7 | If you have carried out, without our written consent, any alterations, Improvements and/or additions to the Property then prior to vacating the Property you must re-instate the Property to its original condition. |
| 8.3 | It is agreed by all parties to this Agreement that any belongings remaining in the Property after the expiry of the Notice will be treated as abandoned by you [and this includes any belongings owned by any other person] and that we will have the right to dispose of such belongings as we think fit and where appropriate you shall reimburse us for the cost of disposal. | 8.8 | You must return the keys for all the lockable doors and windows on or before the date the Tenancy ends. This includes any fobs, window and utility keys related to the Property. If you fail to do this, we may seek damages from you via the Courts for any Rent lost and also for the cost of replacement locks and keys for the Property. |
| 8.4 | You must pay all Rent and Service Charges up to the end of the Tenancy. If you do not pay all of the Rent or Service Charges that you owe us, we may start legal action against you to recover the money as a debt. | 8.9 | You must allow us access to the Property during the 4 weeks' notice period, to carry out inspections and/or to show the Property to prospective tenants. |
| 8.5 | You must ensure that any disconnections of gas, electricity, water supplies or household appliances (e.g. cooker) are done safely, properly and meet legal requirements. | 8.10 | In the case of a joint tenancy, it is acknowledged that in the event of one of the tenants giving the appropriate notice to terminate the Tenancy that the whole Tenancy will be brought to an end. |

9. OFFICIAL NOTICES

- 9.1 In certain circumstances we are required to serve you with notices and other documentation (legal or otherwise) in connection with this Tenancy. Any letters, notices or documentation (legal or otherwise) which are served on you in connection with this Agreement, will be deemed validly served if addressed to you and posted through the letter box [of the Property] or handed to you personally or left for you with another person at the Property or if posted to the Property [and addressed to you] by 1st class post.
- 9.2 We will address all letters, notices or documentation (legal or otherwise) to you at your last known address unless you provide us with an alternative address.
- 9.3 All letters, notices and documentation will be deemed to have been received by you within 48 hours if posted by 1st class post or 24 hours if hand delivered to the property. If personally handed to you, all letters, notices and documentation will be deemed to have been immediately received by you on that day.
- 9.4 You can serve any notice or other document (whether in proceedings or otherwise) on us by addressing it to Stoke-on-Trent City Council and sending it or delivering it to:
Housing Services Division
Stoke-on-Trent City Council
Civic Centre, Glebe Street
Stoke-on-Trent, ST4 1HH
- 9.5 In the event that the Housing Services Division changes offices then any notice or other document (whether in proceedings or otherwise) can be served on us by addressing it to Stoke-on-Trent City Council at its official office address (as it may be from time to time).



10. OUR RESPONSIBILITIES TO YOU AS THE TENANT

- 10.1 We will look after the Property by keeping in repair and proper working order the:
- Structure and exterior of the Property including floors, walls, roof, windows, drains and gutters.
 - Installations for the supply of water, gas, electricity and for sanitation.
 - Installations for the supply of room heating and hot water.
- 10.2 We will also carry out safety checks of gas installations and appliances, and electrical wiring and appliances where they are/have been provided by us, within statutory required timescales where these are applicable. This includes an annual service of all gas appliances installed and maintained by us and an inspection of the electrical wiring every 10 years.
- 10.3 We will also take reasonable care to keep the Communal Areas of blocks of flats and maisonettes in repair and fit for use and maintain the following communal facilities where they have been provided:
- rubbish chutes and bins
 - lighting
 - laundries
 - communal TV aerials
 - lifts
- 10.4 We will carry out reported repairs within a reasonable time period:
- 10.4.1. - When you report a repair we will agree with you a time when the repair will be carried out.
 - 10.4.2 - We will decide on the nature of the repair to be carried out.
- 10.5 We will recognise your right to live in your Property in the way you choose provided that you comply with this Agreement, we will not interfere or interrupt with this right unless any of the following apply:
- 10.5.1 - In circumstances where we have built or specifically adapted the property for a physically disabled person so it is different from any non-adapted property, and you no longer need that type of property and we need the property for someone else with specific need.
 - 10.5.2 - We need to carry out redevelopment, improvement or major repairs to the property which we cannot do unless you move out.
- In relation to the above [10.5.1-10.5.2], we have to find you suitable alternative accommodation and we have to secure a court order unless you agree to vacate the Property.
- 10.6 We take any issues of Anti-Social Behaviour seriously. If you experience nuisance or Anti-Social Behaviour then we will give you help and advice. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.
- 10.7 We may refer complaints about Anti-Social Behaviour to other agencies as appropriate.





City of
Stoke-on-Trent