

Section Four - Understanding Your Tenancy

Introductory Tenancy

What is an Introductory Tenancy?

An Introductory Tenancy is a temporary tenancy, which lasts 12 months, effectively you are on probation during this period. By providing a reduced form of security of tenure when you first move in provides an opportunity for the council to monitor whether or not you and your household are able to conform to the tenancy conditions.

If you break the conditions set out in your tenancy agreement you can be evicted more quickly and easily, or we may decide to extend the Introductory Tenancy by up to 6 months.

If you conduct your tenancy in a satisfactory way within this period, then you will become a secure tenant.

Why have Taunton Deane Borough Council decided to use Introductory Tenancies?

Taunton Deane Borough Council is committed to tackling anti-social behaviour. We are using introductory tenancies to help us make sure that our estates are safe and pleasant places to live. By using introductory tenancies, helps make it easier for us to evict new tenants whose behaviour is anti-social and affects the quality of life of other residents living in the same community.

Rights and responsibilities

As an introductory tenant you have the same responsibilities as a secure tenant but you do not have the same rights.

Section Four - Understanding Your Tenancy

As an introductory tenant you must:

- Pay your rent;
- Keep your home and garden clean and tidy;
- Respect your neighbours and not cause, or allow, a nuisance to be caused.
- Keep to the terms of the tenancy agreement.

As an introductory tenant you will not be able to:

- Exchange your property;
- Buy your property;
- Make alterations and improvements;
- Take in lodgers;
- Sub-let your home.

Visits during your tenancy

During the introductory tenancy your Estates Officer will visit you from 6 weeks onwards to make sure you are settling in. Additional visits may be necessary if there are issues with the tenancy.

The aim of these visits is to offer you support, advice and guidance on how to manage your tenancy and discuss any problems you may have. We will also want to make sure that you have not broken the terms of your tenancy agreement.

If your introductory tenancy is extended your Estates Officer will make further visits to you to make sure everything is in order.

Your tenancy rights will remain restricted as described in the earlier section entitled 'Rights and Responsibilities' during the extension.

If there are problems

If you break the terms of your tenancy agreement your Estates Officer will tell you what you need to do to sort it out.

If you fail to keep to any agreement you will be served with a Notice, which informs you that we are going to go to court to evict you, or that we intend to extend your introductory period for a further 6 months.

Request for a Review

If you are served with a Notice you have 14 days from the day it is served to request a review (preferably in writing) of the decision to end (or extend) your introductory tenancy. You are advised to use the Request for a Review Form which is sent out with the notice.

If you do request a review we will set up a hearing for you to put your case (if you have told us you wish to attend). We will give you written notice of the date, time and place of the oral hearing, which will not be less than five days after receipt of the request for a hearing.

If you do not appeal within 14 days, we will continue the action to end (or extend) your tenancy.

Review Panel hearing

A Review Panel hearing is a meeting with senior managers, who have not been involved in the decision to evict you or extend your tenancy, who will look at all the evidence of how you have conducted your tenancy. The review panel will consider whether you have broken your tenancy agreement.

Section Four - Understanding Your Tenancy

You can either attend in person or appeal in writing if you do not want to attend. You should:

- Think about the reasons you feel that your tenancy shouldn't be ended (or should not be extended).

You can:

- Bring someone with you to support you or speak on your behalf.

Review Panel decision

You will be notified of the Review Panel's decision in writing before the date after which proceedings for possession may be begun, which are set out in the notice. If the Review Panel decides you have broken your tenancy agreement and your tenancy should be extended you will remain an introductory tenant for a further 6 months.

If the Review Panel decides you have broken your tenancy agreement and your tenancy should be ended, the council will apply to the court to end your tenancy. As long as we have followed these procedures the court WILL end your tenancy. This means that you will lose your home and you are likely to be found intentionally homeless.

Information and Advice

If you need any further information please contact your Estates Officer Tel: 01823 219137.

If you need independent advice you should contact Citizen's Advice, a Solicitor or SHELTER.

Citizen's Advice in Taunton can be located at:
St Mary's House
Magdalene Street
Taunton
TA1 1SB

Their telephone number is 01823 282235 or 03444 889623.
Alternatively you can email them on:
themanager@tauntoncab.org.uk.

You may be entitled to Legal Aid but this depends on your personal circumstances.

Secure Tenancy Agreement

Your tenancy conditions

The following are the tenancy conditions you agree to by signing a tenancy agreement to become a Taunton Deane Borough Council tenant.

1. Your occupation of the property

- 1.1 You will be required to ensure that you occupy the property within 4 weeks of the commencement date of your tenancy, unless the prior written permission of the Housing Estates Manager has been granted for a longer period. It is a requirement of the tenancy that all people for whom accommodation was requested on the housing application form occupy the dwelling as their only or principal home.
- 1.2 Your tenancy of the property is on a weekly basis and may only be terminated by you giving the Council no less than 28 days notice in writing. The termination date must be on a Monday. See Section Six for further information.

Section Four - Understanding Your Tenancy

- 1.3 You must allow the next prospective tenant, with written permission from the Council, to enter and view the premises at convenient times during the 28 day period preceding termination of the tenancy. You must also allow the Council's Officers access to examine the dwelling during this period.
- 1.4 Without the Council's prior written consent (which will not be unreasonably withheld) you will not be entitled to:-
 - a) use the premises other than as a private dwelling.
 - b) sub-let the property, or any part of the property.
 - c) assign the tenancy.
 - d) exchange the tenancy with another tenant.
- 1.5 You must leave the premises, including the Council's fixtures, in a reasonable state of repair and decoration and remove all possessions, including rubbish and debris, ensuring that the dwelling is left in a clean condition. The Council will dispose of any rubbish or items left at the premises and will recover the cost from you.

Advice note

If you are joint tenants you are each responsible for ensuring compliance with all the tenancy conditions including rent and service charges and rent service charge arrears.

The Council can recover all rent and service charge arrears owed for your home from any individual joint tenant. When one tenant leaves, the remaining tenant or tenants will be responsible for any rent or service charges that may still be owed.

2. Your obligation to pay the rent

- 2.1 It is your responsibility to pay the total weekly rent which is due every Monday.

- 2.2 It is also your responsibility to pay a service charge with your rent every Monday. This service charge will be calculated to cover the cost of maintaining communal areas, providing a grounds maintenance service and in appropriate circumstances the cost of supporting people.

Advice note

If you do not pay your rent or service charge, the Council can obtain a court order to evict you from your home. It is in your interests to pay your rent and service charge regularly, since a substantial charge for legal costs may be incurred by you if court proceedings for rent or service charge arrears should prove necessary. If you have any difficulty paying your rent or service charge you should contact your Estates Officer immediately.

3. Your responsibility for repair improvements and decorations

3.1 You are responsible for:

- a) Informing the Council without delay, of any defect which the Council is obliged to repair.
- b) All repairs or renewals to the premises which become necessary through the action, default or neglect by yourself, your household, or visitors or through the lack of proper care or supervision of the premises. You are also responsible for the repair, renewal or replacement of fittings, extensions or alterations which you have installed or carried out, but see also 3.3.
- c) The repair or replacement where necessary of locks and handles to internal door, cupboard catches, hinges, keys, plugs, and chains to sinks, basins and baths, pulls and handles to WC cisterns, wall, sill and fire place tiles, electric plugs (not socket outlets), fuses, blocked sink and

Section Four - Understanding Your Tenancy

wash basins, minor plaster cracks and repairs of a similar nature. All repairs, renewals and replacements are to be carried out in a workmanlike manner.

- 3.2 You will maintain the inside of the premises in good decorative order and keep the dwelling, yard, outbuildings and garage in a clean and tidy condition.
- 3.3 Without the Council's prior written consent (which will not be unreasonably withheld) you will not be entitled to:-
 - a) decorate the exterior of the premises,
 - b) carry out structural alterations or make additions to the dwelling or remove any part of the boundaries,
 - c) alter or add any fixtures to the dwelling.
- 3.4 You have the discretion to allow Council Officers or agents to enter the dwelling at any time for the purpose of inspection or the execution of repairs. However, you must allow such access, after receiving not less than 24 hours' written notice from the Council of the intention to enter.
- 3.5 The Council reserves the right to enter the dwelling in an emergency without notice, if it is necessary to prevent injury to any person or damage to property. The Council will be responsible for making good all damage or loss arising from such entry.

Advice note

Landlords have a legal duty to ensure that any gas appliances and gas pipes they provide in their dwellings are tested every 12 months (Gas Safety Installation and Use Regulations). In order to comply with your tenancy agreement, you must allow technicians to carry out this work, following a reasonable

period of notice.

If you work long or unsociable hours, every effort will be made to make suitable appointments.

4. Your responsibility towards others

- 4.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are also responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paved areas etc) and in the neighbourhood around your home. Neither you nor a person residing in or visiting the property must behave in an anti-social manner, or in a manner likely to cause nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality.

The following are deemed by the Council to be examples of anti-social behaviour, or behaviour likely to cause nuisance or annoyance:-

- a) Use of offensive language
- b) Offensive drunkenness
- c) Using the premises for immoral or illegal purposes, for prostitution or the legal manufacture, sale or use of drugs
- d) Excessive domestic noise; whether from radios, television, hi-fis, musical instruments, DIY activity, late night parties or gatherings
- e) The lighting of bonfires in the garden of the premises, the depositing of litter or rubbish on the premises or the estate of which it is a part
- f) Failure to control the behaviour of any domestic pets, including taking inadequate precautions to prevent fouling of neighbouring areas

Section Four - Understanding Your Tenancy

- g) Using the premises for unauthorised business or commercial purposes
 - h) The playing of ball games sufficiently close to neighbouring homes so as to cause nuisance, or resulting in damage to Council property including trees and shrubs
 - i) The carrying out of maintenance or repairs to motor vehicles other than those normally used for domestic purposes by the tenant or members of his/her household
- 4.2 Neither you, nor a person residing in or visiting the property will subject or threaten to subject another person residing, visiting or otherwise engaging in a lawful activity in the locality to violence, intimidation or harassment whether racial, religious or sexual. This condition includes the requirement that you or a member of your household must not act in a violent or threatening manner towards officers employed by the Borough Council or contractors appointed by the Borough Council.

Advice note

Possession proceedings

Possession proceedings can help the Council tackle anti-social behaviour caused by council tenants and or their household members and visitors.

If a council tenant fails to comply with the terms of their tenancy agreement the Council can start possession proceedings that can lead to a tenant being evicted.

Demoted tenancies orders

Demoted tenancies help deal with anti-social behaviour amongst council tenants. They allow the Council to place

tenants found guilty of anti-social behaviour on probation for a year.

Demoted tenancy orders are used as a warning, if anti-social behaviour continues the Council may evict - a much faster process once a tenancy has been demoted.

Housing injunctions

Housing injunctions help councils deal with council tenants who are causing nuisance or causing harassment. Housing injunctions can be used to stop and prevent incidents of anti-social behaviour.

5. Your use of council property and communal areas

- 5.1 You must ensure that your garden is kept tidy, by regularly cutting the grass, hedges and shrubs. You will not allow litter or rubbish to accumulate, or domestic animals to create a nuisance through noise or fouling.
- 5.2 You will undertake to keep the communal hall, staircases, landings, lifts, passageways and surrounding areas serving your dwelling in a clean and tidy condition and free from obstruction. These areas must not be used in such a manner as to cause nuisance or annoyance to other residents.
- 5.3 You will ensure that inflammable or explosive substances required for the fuelling of domestic appliances within the dwelling are stored only in reasonable quantities and in a safe manner. Storage of inflammable or explosive substances in any other circumstances is prohibited unless the Council's written consent has been obtained.
- 5.4 a) You will not park or site, or allow the parking or sitting of any commercial vehicle, caravan or boat on the
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Section Four - Understanding Your Tenancy

- premises without the prior written consent of the Council.
- b) You will not park or site or allow any person resident at the dwelling to park or site any commercial vehicle, caravan or boat, on any part of a housing estate owned by the Council without the prior written consent of the Council.
 - c) You will not park or site or cause or allow any person resident in the dwelling to park or site a vehicle (or part of a vehicle) on any housing estate owned by the Council if the vehicle is not roadworthy, is unlicensed or is in the course of being repaired without the prior written consent of the Council.
 - d) You must not carry out large scale repairs to vehicles within the boundaries of your dwelling on pavements, or adjoining highways or parking areas.
 - e) You will comply with and will ensure that any person resident at/or visiting the dwelling complies with any reasonable instruction from the Housing Estates Manager regarding the parking or siting of vehicles, caravans or boats belonging to or controlled by you or in the control of such person.

Advice note

Council communal parking areas

Please do not park in disabled parking bays unless you are a registered disabled badge holder.

The responsibilities of the Council to you as a secure tenant

1.1 Your security of tenure

We will not interfere with your possession of the premises with the exception of the grounds for possession set out in the

Housing Act 1985 as amended.

1.2 **The council's responsibility for repairs**

We undertake to maintain the structure and exterior of the dwelling in good repair including chimney, roofs, walls, drains, gutters and external pipes, doors and door frames, window frames and fasteners, plasterwork, skirting boards, paths or steps or other means of access.

We undertake to maintain in good working order any installations, which have been supplied by the council:-

- i) for space heating and/or water heating
- ii) for the supply of gas, electricity and water including basins, sinks, baths, toilets, flushing cisterns and waste pipes, cylinders and storage tanks, fire places and fitted fires, electrical wiring, plug sockets and light sockets, main fuses, communal television aerials (but not including plugs and light bulbs)

We undertake to decorate the exterior of your home as and when required unless you obtain permission to carry out the work yourself.

1.3 **The council's responsibility for repairs to communal parts of blocks of flats and maisonettes**

We undertake in blocks of flats or maisonettes with communal entrances to maintain in good repair the communal hallways, staircases, landings passageways, lifts, doors, fasteners, locks and locking systems, self closers, lights and switches, handrails and balustrades and to decorate as and when required.

Section Four - Understanding Your Tenancy

1.4 Consultation and the provision of information

We must ask for your views if we have plans which will substantially affect you as a tenant e.g., you will be consulted about modernisation or improvement works that are planned for your home or estate, your tenancy agreement, or about the way your property is managed. We must send you a report every year which tells you how we are performing as a landlord.

Landlord's grounds for possession

Your tenancy agreement means that you can keep your home for as long as you want, unless there are legal grounds entitling the Council to repossess it. These grounds are set out in the Housing Act 1985 as amended.

In order to evict you or require you to move to another home because of one of these reasons, the Council will first have to give you notice and obtain a court order.

The Council would take possession of your home for one or more of the following grounds:-

- a) Arrears of rent or service charges.
- b) Breach of tenancy agreement.
- c) Action likely to cause a nuisance or annoyance to neighbours, use of the premises for illegal or immoral purposes, or committing an arrestable offence in the dwelling or in the vicinity of the dwelling.
- d) Wilful damage to the premises or to any furniture supplied by the council.
- e) Where the tenant or a person acting at the tenant's instigation has given false information to obtain a tenancy.
- f) Where one or both parties in a relationship is the tenant and one partner has left because of violence from the other,

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possession may be obtained against the remaining partner if it is clear that the person who vacated is unlikely to return.

- g) The dwelling was available only to enable works to be carried out to the tenant's previous home and those works have been completed.
- h) Overcrowding
- i) Redevelopment of the dwelling, including demolition, as part of a major improvement scheme.
- j) The dwelling was designed for occupation by a person with special needs, is not currently so occupied, but is required by such a person. If this were to happen, you would be offered an alternative home.
- k) The tenant has succeeded to the tenancy but the premises are more extensive than he or she reasonable requires.

The Housing Act 1996 has given Local Authority Landlords, the opportunity to gain possession more quickly and in certain cases where there has been violence or serious anti-social behaviour, the council can apply to the court for possession without delay following the issue of a Notice of Seeking Possession.

Advice note

It is important that your rent account is up to date and that you do not breach the conditions of your tenancy. If you do, you could face eviction and may find it difficult to obtain another home. You may find that if you bid for another property through Homefinder Somerset your bid may be unsuccessful because you were evicted from another council property.

If you apply to the Council as homeless the Council may decide that you have become homeless intentionally. If the Council reach such a decision they will only have a duty to provide you with emergency temporary accommodation for a short period of time.

Section Four - Understanding Your Tenancy

Charging tenants for repairs

If you fail to carry out any repair which is a tenant responsibility, the Council may serve on you a written notice requiring you to carry out a repair in a specified time.

If you do not comply, the Council may, upon serving you reasonable notice, enter the premises to carry out the necessary work and you will be recharged the reasonable costs (including administrative costs) incurred.