



DARLINGTON
Borough Council

Tenancy Agreement



Welcome

Please find a copy of your new tenancy agreement updated in 2021.

Your tenancy agreement and this booklet outline your rights and responsibilities as a tenant and those of Darlington Borough Council as a landlord. Your tenancy agreement is a legally binding contract between you and Darlington Borough Council.

The agreement will enable you to live in peace and comfort in your home and allow the Council to take effective action against tenants who break the terms of the agreement.

I would like to welcome you to your home and wish you a long and happy stay as a tenant of Darlington Borough Council.

Welcome

Ian Williams
Chief Executive



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1. Definitions

The definitions section sets out the meaning of words used in this tenancy agreement.

1.1 Anti-social behaviour

Behaviour or conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home.

1.2 Assign/assignment

A method for transferring your tenancy to someone else, including by way of mutual exchange with another tenant

1.3 Common areas

All parts of the property which all tenants share, for example, shared hallways, shared stairs, shared landings, shared laundry rooms, shared gardens, shared paths and walkways, shared bin areas, shared car parking and shared utility meter areas.

1.4 The Council

Darlington Borough Council; also includes officers of the Council and agents or contractors acting on the Council's behalf.

1.5 Dwelling house

The parts of the building you use as your residence only, this does not include any garden, communal areas, shed, outbuilding or garages, whether attached or detached from the main dwelling house.

1.6 Family member

The definition of family member is that set out in the Housing Act 1985.

1.7 Fixed Term Tenancy and Flexible Tenancy

Tenancy for a fixed period of time, usually 5 years. These types of tenancies have a definite commencement date and expiry date.

1.8 Fixtures and fittings

All appliances and furnishings (not removable furniture) including those for supplying or using gas, electricity and water.

1.9 Improvement

Any alteration, addition or structural alteration to your home to make it better or to change it that is made by you or on your behalf, which was not there when you moved in. For example additional building work inside or outside your home, the erection of aerials or satellite dishes, the installation of new kitchens/bathrooms. This also includes fires and log burners. This also includes new or replacement sheds and/or fences.

1.10 Introductory tenancy

An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. A probationary tenancy which becomes a secure tenancy after 12 months, unless court proceedings have begun before the 12 months probationary period is over. We reserve the right to extend your introductory tenancy.

1.11 Allocation policy

The Council's allocations scheme setting out how it lets its homes. A copy is available on the Council's website.

1.12 Lodger

A lodger is a person who lives in your home but does not have exclusive rights to any part of it.

1.13 Neighbourhood or locality

The local area where you live. The area may include property which is privately owned or rented and property which is owned or managed by the Council or housing associations. The area may include local shops and facilities for example schools, leisure centres and open spaces.

1.14 The property/your home

The dwelling house, flat, maisonette or other dwelling in which you live, including any garden or land which is for your use exclusively, but excluding any common areas.

1.15 Secure tenancy

A secure periodic weekly tenancy agreement granted under the Housing Act 1985.

1.16 Serious offence

An offence listed in Schedule 2A of the Housing Act 1985.

1.17 Sub-let

Letting another person live in all or part of your home. You are not allowed to sub-let all of your property.

1.18 Succession

When a tenant dies, and either the existing tenant or someone else living at the property, such as a spouse or family member, takes over the tenancy.

1.19 Tenancy agreement

This agreement which is a legally binding contract. It consists of this booklet and your signed agreement.

1.20 Tenant handbook

A handbook containing useful information for tenants (such as contact telephone numbers) but which does not form part of this tenancy agreement.

1.21 Terms and conditions

Any or all of the sections of this tenancy agreement.

1.22 Written permission

Confirmation in writing from the Council giving you permission to do something. Any permission sought will not be unreasonably withheld, but may be given subject to reasonable conditions and may be withdrawn if those conditions are not met. Permission must be given in writing to be valid.

1.23 Joint tenancy

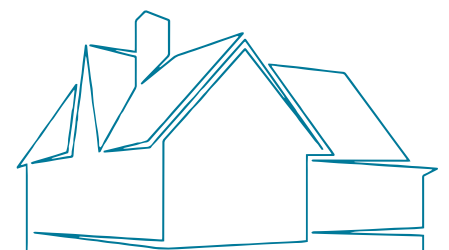
The term joint tenancy refers to a legal arrangement in which two or more people rent a property together.

1.24 Your household

You, your family and any other people living in your home including any adult family members, other adults, children, lodgers and visitors to your home.

1.25 Visitors

a person visiting someone or somewhere, for reasons such as friendship, business, duty or travel.



2. Introduction

- 2.1 This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. If there is anything you do not understand please contact the Council or seek legal advice before you sign this contract.
- 2.2 This tenancy agreement describes either your secure or flexible tenancy under the terms of the Housing Act 1985, or your introductory tenancy under the Housing Act 1996. Whichever tenancy you have, it is important for you to know your rights and responsibilities.
- 2.3 It is important you understand that if you break any of the terms or conditions of this agreement the Council may take enforcement action against you. This could ultimately result in the termination of your tenancy and you and your household losing your home.
- 2.4 You are responsible for the behaviour of every person in your household including children and people living in or visiting the property. You are responsible for their behaviour in the property, in common areas and in the locality around the property including shopping centres, bus shelters, and other public areas.
- 2.5 Some of the rights and responsibilities of the Council under this tenancy agreement may be exercised or provided by other agencies on behalf of the Council. Those agencies may enforce this tenancy agreement on the Council's behalf including recovery of any payments due.
- 2.6 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.
- 2.7 Unless the contrary is stated or implied, the rights and obligations set out in this tenancy agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the Council a discretion.
- 2.8 In the event that any part of this tenancy agreement becomes, or is declared, illegal, invalid or unenforceable, the remainder of this tenancy agreement will continue to be valid and enforceable.
- 2.9 This is a weekly periodic tenancy which may start on any day of the week and your rent is due weekly on Monday.
- 2.10 The Council will use a variety of contact methods to keep in touch with you by way of text, whatsapp, telephone, letter, email, social media and visits.

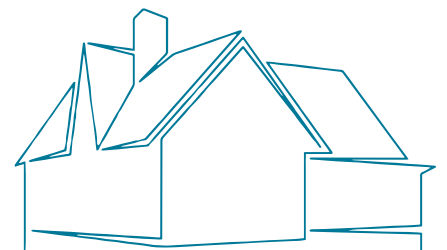
3. Introductory tenancies

This section applies to introductory tenants only.

- 3.1 If you are an introductory tenant, the section on the tenancy agreement sheet you sign will show when the introductory tenancy will end if there are no breaches of this tenancy agreement.
- 3.2 Your introductory tenancy is a tenancy for a trial period for the first 12 months (unless it is extended). If you keep to the terms and conditions of this tenancy agreement, and the Council has not started possession proceedings during the introductory period, then you will automatically become a secure or flexible tenant at the end of the introductory period.
- 3.3 If you do not comply with the terms of your introductory tenancy, the Council has the right to extend your introductory tenancy by an additional six months. Before taking this action, the Council will give you notice of its intention to do this and you will have the right to request a review of the decision to extend your introductory tenancy.
- 3.4 If you do not comply with the terms of your tenancy agreement the Council can also apply to the Court for an eviction order. Before applying to Court the Council has to give you notice and tell you the reasons why it is evicting you and you will have the right to request a review of the decision.

Restrictions on introductory tenants

- 3.5 As an introductory tenant you have fewer rights than a secure tenant and it is more straightforward for the Council to evict you if you do not keep to the terms of this tenancy agreement.
- 3.6 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.
- 3.7 As an introductory tenant you do not have the right to make improvements to your property.
- 3.8 As an introductory tenant if you want someone to move in with you who was not part of your household when you first moved in (temporarily or permanently) you must get the Council's written permission first. This includes relatives, friends and guests as well as lodgers. We will not refuse permission unless there is a good reason (such as the person being likely to cause a nuisance or overcrowding).



4. Secure & flexible tenancies

This section applies to secure and flexible tenants only.

- 4.1 As a secure tenant you must comply with the terms and conditions of this tenancy agreement or the Council could take legal action against you.
- 4.2 While you are a secure or flexible tenant the Council can only end your tenancy by applying to Court for an order for possession for any of the valid reasons set out in the Housing Act 1985 (these are called Grounds). The Court will only grant a possession order if the Council can prove it has a valid reason to ask for possession. For some of the reasons the Council also has to prove it is reasonable for the Court to make a possession order or that there is suitable alternative accommodation available for you, or both.

Absolute grounds for possession

- 4.3 If you or a member of your household commit some types of anti-social behaviour the Council does not have to prove to the Court that it would be reasonable for the Court to make a possession order. These are known as Absolute Grounds for possession and the Council only has to prove the Ground to the Court. You will be given the chance to request a review of the decision to seek possession on an Absolute Ground for possession before the Council can apply to Court for a possession order.

Notice of Seeking Possession (NOSP)

- 4.4 Before making an application to Court for possession the Council will usually serve you with a Notice of Seeking Possession (NOSP) giving the reasons why it is seeking possession. You will have the chance to put your case to the Court if an application for possession is made. In limited circumstances the Council may be able to apply to Court

without serving a NOSP first, for example if there has been serious anti-social behaviour or there is an urgent risk to a person or property (this is not an exhaustive list).

Right to buy

- 4.5 In certain circumstances, you have the right to buy your property. You do not have the right to buy until you have spent 3 years as a public sector tenant. You should contact the Council if you want to know more about your right to buy.

Right to improve

- 4.6 As a secure tenant, you have the right to put in your own improvements to your property, such as central heating or a shower but you **must get written permission** first. We will not refuse permission without good reason and will provide the reasons for refusal if applicable. Planning permission or building regulation approval may also be needed and this should be obtained before starting the work.

Demoted tenancies

- 4.7 As a secure tenant, if you or any member of your household or visitor cause anti-social behaviour the Council may apply to the Court to have your secure tenancy changed to a demoted tenancy. If the Council decides to apply to the Court for an order to demote your tenancy, it will give you a notice of its decision and details of your right to request a review.
- 4.8 If the Council successfully obtains a Court order demoting your tenancy this will mean that your tenancy is no longer a secure tenancy and you will only have the rights of an introductory tenant.

5. Succession, assignment & mutual exchange

Sole Introductory Tenants

5.1 As an introductory tenant your succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to:

- (a) Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death.
- (b) If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout the 12 months immediately before your death.

Sole Secure Tenants where tenancy started before 1 April 2012

5.2 If you are a secure tenant and your tenancy started before 1 April 2012 then succession rights are those allowed by s.87 of the Housing Act 1985. In general this means that on your death your tenancy may pass to:

- (a) Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death; or
- (b) If there is no such occupier, a family member if s/he occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

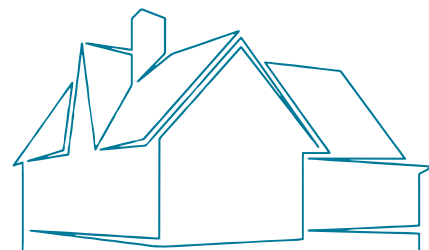
Sole Secure Tenants where tenancy started on or after 1 April 2012

5.3 If you are a secure tenant and your tenancy started on or after 1 April 2012, then succession rights are those allowed by s.86A of the Housing Act 1985. This means that on your death your tenancy may pass to:

- (a) Your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if s/he occupied the property as his/her only or principal home at the time of your death; or
- (b) If there is no such occupier, under this tenancy agreement the Council also gives the express contractual right to a family member if s/he occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

Joint tenants - Introductory and Secure

5.4 If you are a joint tenant then your tenancy will pass to the other joint tenant upon your death and this will count as a succession.



In all cases of succession

- 5.5 The definition of family member is that set out in the Housing Act 1985.
- 5.6 In all cases there can only be one succession and succession is limited to where there has been no previous succession or assignment.
- 5.7 In all cases of succession when the tenancy passes to a member of your family (other than your spouse, civil partner or person living with you as spouse or civil partner) and the home is larger than they need the Council may apply for possession of the property. We will usually offer them a suitable alternative property. If they do not accept that offer we have the right to ask the Court to give us possession of the property.
- 5.8 Where adaptations have been carried out in the property and the successor does not meet the requirements of the adaptations you and your household members may be offered alternative accommodation and your request to succeed declined.
- 5.9 Where there is more than one person living in the property at the time of your death who may be entitled to succeed under the criteria in the Housing Act 1985, or under the express terms of this tenancy agreement, your spouse, civil partner (or person living with you as if you were spouse or civil partner) will have priority over other family members as set out in the Housing Act 1985. Where more than one family member is entitled to succeed then they should agree who will succeed and if they do not agree then the Council will decide who will succeed based on their housing needs.

- 5.10 Where the right of succession has been used up then the Council may agree to grant a new tenancy to the remaining occupant; however this is not an automatic right and will be considered on a case by case basis under the Council's policies applicable at the time. We will look at things such as housing need and affordability.

Assignment

- 5.11 Secure and flexible tenants have the right to pass their tenancy to another person (called an assignment). Certain conditions apply to this right. Generally you can only pass your tenancy in this way to someone who would have the right to take over your tenancy under succession if you died. You cannot assign the tenancy in this way if there has already been a succession or an assignment.

Mutual exchange

- 5.12 If you are a secure tenant you may have the right to swap your property (called a Mutual Exchange) with another tenant of the Council, a housing association or another local council, but you must get the Council's written permission first and the written permission of any other landlord authority. The Council can refuse permission or impose conditions on an exchange for the reasons set out in the Housing Act 1985.
- 5.13 If you exchange your property without the Council's written permission we may take legal action to evict you. You may not be able to return to your original property and may not be offered alternative housing.

6. Rent

- 6.1 The term 'rent' includes the weekly rent, service charges and any other weekly charges due for the property.

Paying your rent - Your responsibilities

- 6.2 You must pay the rent and any other charges due for the property under this tenancy agreement. Your rent is due weekly on a Monday but you may pay in advance weekly or for any longer period such as fortnightly, four-weekly or monthly if you prefer. However you choose to pay, you must make sure that your account is clear at the end of each week. There are no rent free weeks.
- 6.3 We offer various methods to pay your rent to us 24 hours a day, 7 days a week. Direct debit is our preferred method. Other ways include rent payment card, standing order, via our website or telephone.
- 6.4 If you believe that you may be entitled to Housing Benefit, Universal Credit or any other financial support in paying your rent, it is your responsibility to claim this. You must ensure that you provide all the information requested to process your claim and that you notify the relevant authority of any changes of circumstances as required.

Changing your rent

- 6.5 The rent may be increased or decreased from time to time - you will be given at least four weeks' notice in writing of any changes.

Other charges

- 6.6 The Council has the right to offer additional services for which you will have to pay as part of your rent as service charges. We will tell you, in writing, at least four weeks before we do this. Tenants will be consulted before new services are introduced.

- 6.7 You may be charged for additional services provided with the tenancy with an extra charge due with your weekly rent. A breakdown of the charges will be provided to you on your tenancy agreement if this applies to your tenancy. There may also be extra terms that apply to your tenancy and you will be told about these when you sign your tenancy agreement if these apply to you. This would apply if for example you had a furnished tenancy or are living in sheltered or extra care accommodation. The charges may be increased or decreased from time to time - you will be given at least four weeks' notice in writing of any changes.

Joint tenant responsibilities for rent

- 6.8 If you are joint tenants you are each responsible for all the rent and other charges and for any arrears. The Council can recover all rent, other charges and any arrears owed for your tenancy from any individual joint tenant. The Council has the choice of which of the joint tenants it pursues for any sums due.

Difficulty in paying your rent

- 6.9 If you have any difficulty paying your rent you, or someone acting on your behalf, must inform the Council immediately.



6.10 If you do not pay your rent, or persistently pay it late, the Council will apply to the Court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The Council can ask the Court that you pay the Council's legal costs if it makes an application to the Court.

6.11 If any money is to be paid to you by the Council as your landlord, for example, as compensation for damage to your property decoration or for home loss and disturbance, the Council reserves the right to pay that money onto your rent or any other account where there is debt outstanding due from you.

7. The property – your home

Living in your home

- 7.1 You must occupy the property as your only or principal home otherwise the Council may take action to end your tenancy by serving a notice to quit on you. You must advise the Council of any legal proceedings that may affect your right to occupy the property.
- 7.2 The Council conducts periodic home visits to the properties it rents to tenants. If requested by the Council you must provide proof:
- (a) of your identity and the identity of anyone living with you; and
 - (b) that you are living in the property as your only or principal home.
 - (c) You may be asked to provide evidence of occupation, such as energy use.

Being away from your home

- 7.3 If you are due to be away from your home for more than 28 days you must notify your Housing Officer in writing of:
- (a) the dates of your absence; and
 - (b) the name and contact details of a nominated key holder in case of emergencies.

7.4 You must also notify the Housing Officer of the date you intend to return, if you are away for longer than you initially advised and the date of your actual return.

- 7.5 You must take all reasonable measures to ensure that when away from your home for any period of time that:
- (a) the property is adequately secured to prevent unwanted access by people not invited by you to live there; and
 - (b) the property is adequately heated at all times; and
 - (c) you turn the water off at the mains if you will be away for a long period during cold weather; and
 - (d) you make proper arrangements for the care and welfare of any animals at the property.

Abandonment

- 7.6 If it reasonably appears that you have abandoned the property then we will make all reasonable attempts to contact you to clarify the situation. If you cannot be contacted, we may take other steps to investigate this. If following our investigation, we are of the reasonable belief that you have abandoned the property we will serve a Notice to Quit which gives 28 'days' notice of

the termination of tenancy. This will be served at the property although we will attempt to contact you. If upon the expiry of the 28 day notice period the property is occupied by someone other than the tenant then court proceedings will be issued to regain possession of the property.

- 7.7 Any personal belongings which remain in the unoccupied property will be dealt with in accordance with section 41 of the local Government (Miscellaneous Provisions) Act 1982.

Overcrowding

- 7.8 You must not allow new occupiers to move into your home where this would result in overcrowding under the Council's allocations policy. This does not apply to overcrowding arising from the natural growth of the family.

Lodgers

- 7.9 If you are a secure tenant you may take in lodgers providing your home does not become overcrowded under the Council's allocations policy requirements. You must notify any relevant authority that administers any welfare benefits you are claiming. You are responsible for making a lodger leave if you want to end the arrangement.

Sub-letting part of your home

- 7.10 If you are a secure tenant and want to sublet part of your home, you must get prior written permission from the Council. The Council will not give permission for more than the permitted number of persons to live there as allowed under the Council's allocations policy for your type and size of property.
- 7.11 You must not sublet the whole of your home. The Council may prosecute any tenant who parts with the possession of or sub-lets the whole of their home under the Prevention of

Social Housing Fraud Act 2013. The Council may seek possession of your home if you have sublet the whole of your home.

- 7.12 You must not advertise the whole of your property as available to occupy or rent.

Running a business

- 7.13 You or any member of your household must not run a business from your home without obtaining prior written permission from the Council. When deciding whether to grant permission the Council will consider factors such as any noise or nuisance that may be caused to your neighbours or whether damage is likely to occur to the property or any common areas. Permission will not be granted if it would result in a breach of planning legislation, but it is your responsibility to ensure you are complying with planning and any other legal requirements. Your business must not cause any nuisance to neighbours or anyone lawfully in the locality or permission may be revoked.
- 7.14 You must not hold or permit any sale or auction at your home or on the common areas without prior written permission from the Council.

Pets and animals

- 7.15 You or any member of your household or visitors must not keep or allow any animal in or near the property unless this is permitted by the Council's Pets Policy and you have prior written permission from the Council. Permission will not be given to keep or allow certain types of animal.



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- 7.16 You must keep the number of pets at or below the permitted number. Where permission is given this is on condition that pets are microchipped in accordance with the law. Dogs must be microchipped and information kept upto date as required by the Microchipping of dogs regulations 2015.
- 7.17 You or any member of your household are not permitted to allow breeding of any animals in your home or to run a business breeding, selling or advertising for sale animals in or from your home.
- 7.18 You or any member of your household are not permitted to use any animals for fighting or other unlawful purposes.
- 7.19 Dogs listed under the Dangerous Dogs Act 1991 will not be permitted at your home.
- 7.20 Dogs must be accompanied by you or a responsible adult and kept on a lead when in common areas. You must not allow dogs to stray and you must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) relating to dogs that may be in force.
- 7.21 Any animal at your home must not cause or be likely to cause a nuisance, annoyance or disturbance to neighbours or others lawfully in the locality of your home. Examples of this include, but are not limited to, fouling in common areas, straying, barking or causing other noise, creating an offensive smell, harming people or other animals, or animal waste not being cleared.
- 7.22 You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the Council or other lawful visitor to your property, gaining access to your home and that all animals are kept under control to allow such access.
- 7.23 In cases of cruelty to animals or where there is a breach of this tenancy agreement or the Council's Pets Policy, the Council may revoke your permission to keep a pet and give you written notice requiring you to remove any animals from your home. This will include requiring proof that you have rehomed your animal responsibly. The Council may also share information with animal welfare charities, the Police/RSPCA and/or the Dog Warden service for example where concerns are raised about animal welfare, neglect or abuse.
- 7.24 You or any member of your household must not leave any animal in your home without proper arrangements being made for its care or welfare when you are away from your home. You or any member of your household must not leave any animal in your property when you move out of your property.
- 7.25 You also agree that in cases where it appears that an animal has been left in the property without proper arrangements being made for its care or welfare, or when it appears that you have left an animal in the property once you have moved out, then the Council will gain entry to your property using the Council's emergency access provisions.
- 7.26 You must not keep or tether horses on any Council owned land or on any land in the locality of your property without the express written permission of the landowner.

Personal property and insurance

- 7.27 You are responsible for your personal property and the decoration of the interior and exterior of your home, it is your responsibility to take out insurance to protect them. This also covers you from any acts of damage caused by fire, flood and explosion for example, which has not been caused by the Council's negligence.

Powered mobility aids

7.28 If you or any member of your household wish to keep a mobility aid such as a mobility scooter or motorised wheelchair you must get prior written permission from the Council. If you do not get permission for the mobility aid you may be required to remove it. You must take adequate care and precautions when storing, charging or using mobility scooters or other mobility aids to ensure that damage does not occur to your home. You must not keep or charge mobility aids such as mobility scooters or motorised wheelchairs in any common area. You may be recharged for any damage caused.

Lofts

7.29 You must apply for permission before carrying out any insulation or boarding work in your loft. The loft space is to allow the Council to maintain and insulate the property. You must not store any items in this space.

Support providers

7.30 You or any member of your household must co-operate with an assessment for any offer of support that may enable you to maintain your tenancy.

Access to your home

7.31 You or any member of your household must allow Council employees, their contractors, agents or other statutory bodies to enter your home at all reasonable hours for any of the reasons set out below when you have been given reasonable written notice (usually 24 hours):

- (a) to carry out maintenance, repairs or other works or safety checks whether or not the Council has, or has assumed, responsibility for such works, this also includes any such planned maintenance works or checks in relation to solar panels.

- (b) to carry out repairs or other works to common areas, neighbouring properties or land owned by the Council, or where the Council is otherwise legally required to allow access to the property by a third party, for example under the Access to Neighbouring Land Act or the Party Wall Act.
- (c) to carry out annual gas safety checks or electrical periodic safety checks.
- (d) to inspect the condition of the property or carry out a periodic home visit.
- (e) for constructing, installing, inspecting, repairing, renewing, maintaining and removing pipes, conduits, wires and cables. Access for this purpose must also be given to statutory undertakers (such as Northern Powergrid and Northumbrian Water).
- (f) to allow prospective tenants to view the property during the final 28 days of your tenancy when you have served a notice of termination or during the 28 days immediately prior to the expiry of any Notice of Seeking Possession served upon you.

7.32 You or any member of your household must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces.

7.33 You or any member of your household must not allow any accumulation of personal property or rubbish or other items to prevent or obstruct any access to your home.



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- 7.34 If you or any member of your household does not allow access to your home you could be putting yourself and your neighbours at risk and the Council may take legal action to gain access to your home or for possession of your home and you may have to pay the costs of this action.

Emergency access

- 7.35 In an emergency, the Council or any person authorised by the Council may enter your home without giving any notice whether you are there or not. In the event that your home is unoccupied or access is unreasonably denied, the Council may use reasonable force to gain entry to your home without giving you any notice. This will only be done to inspect and/or carry out any works required to deal with the emergency. Your home will be secured properly after such entry.

For example, an emergency is when either you or another person's home, property or health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, sewage leak, gas leak or electrical fault (this may also include circumstances where gas or electricity meters have been tampered with) or where there are welfare concerns.

Accumulation of rubbish and personal property

- 7.36 You or any member of your household must dispose of rubbish appropriately. You or any member of your household must not allow an accumulation of personal property or rubbish or other items in the property that:
- (a) causes or is likely to cause damage or deterioration to the property;
 - (b) poses an environmental health risk or a health and safety risk to any person lawfully at your property;
 - (c) prevents safe access to or exit from your property.
- 7.37 You or any member of your household or visitor must not interfere with security or safety equipment in any Council property.

8. Living in your community

Criminal, nuisance or anti-social behaviour

Council responsibilities

- 8.1 The Council does not tolerate anti-social behaviour and will take action whenever necessary and/or when appropriate.
- 8.2 You must not make malicious or false allegations against another person. If you do this will result in action being taken against you.

Your responsibilities

- 8.3 You or any member of your household or visitors must not carry out or use your home or any common areas for any criminal, unlawful or anti-social activity.
- 8.4 You or any member of your household must not perpetrate domestic abuse against any member of your household, your ex-partner, or to make anyone who lives with you leave your home. Domestic abuse includes harassment, mental, emotional, financial, racist or sexual abuse. The council may take action against a perpetrator of domestic abuse even if no action is taken by the police. This may include the Council applying to the court for possession of your home if you are listed as the tenant. This will affect your rehousing.
- 8.5 If you or a member of your household or visitor is convicted of an indictable offence or a serious offence committed in the locality of your property, or is convicted of an indictable offence related to rioting anywhere in England or Wales, the Council will apply to the Court for possession of your home.
- 8.6 You or any member of your household or visitors must not carry out or encourage others to carry out any anti-social behaviour which is conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or

otherwise engaging in a lawful activity in the locality of your home. This includes Council employees, agents or contractors or others lawfully in the area, for example, delivery people or utility workers. This includes behaviour within your home, garden, any common areas or anywhere in the locality of your property.

- 8.7 Examples of anti-social behaviour include but are not limited to:

- using or threatening to use violence;
- using abusive or insulting words;
- using behaviour, gestures or language that could be considered by any person to be motivated by a hatred of their disability, gender, race, religion or sexuality, or any actions or behaviours meeting the definition of a Hate Crime;
- noise nuisance such as playing loud music, loud televisions, shouting or arguing, banging doors, burglar alarms, DIY work, dog barking;
- making false or malicious complaints about the behaviour of any other person;
- damaging or threatening to damage another person's home or possessions, including spraying or writing graffiti;
- allowing pets or animals to cause noise or other nuisance or fouling, to roam or by not keeping them under proper control;
- selling, possessing or storing drugs, cultivating or manufacturing, using / abusing drugs or leaving drug related litter and needles;



- using your property for unlawful activity;
- dumping rubbish, storing scrap materials or rubbish, or setting fires;
- obstructing any shared areas, doorways and other entrances or exits, throwing rubbish or any items from balconies and windows;
- using technology and/or social media to harass, alarm or distress a person residing, visiting or otherwise engaging in a lawful activity in the locality, or an employee of the Council;
- using surveillance equipment or drones in a way that interferes with the privacy of other people in the locality;
- doing anything that interferes with the peace, comfort or convenience of other people;
- vehicle repairs and noise or debris arising from vehicle repairs, repairing cars on estate roads or parking areas;
- parking so as to block access for other people in the locality or emergency services vehicles, this includes parking that blocks shared driveways and garages;
- revving of motor vehicles engines, speeding in motor vehicles in the locality or riding motorbikes, quadbikes and mopeds anywhere other than on roads and authorised tracks;
- rioting or engaging in public disorder;
- being convicted of a serious criminal offence, being found by a Court to have breached a civil injunction, being convicted for a breach of a Criminal Behaviour Order (CBO), being convicted for a breach of a noise abatement notice or the property

being closed under a closure order for anti-social behaviour for more than 48 hours.

- 8.8 Tenants are expected to engage with mediation services if this is recommended by the Council to resolve any dispute. For serious cases of anti- social behaviour, where mediation is not appropriate or has been refused, the Council will apply to the court for possession of your home.

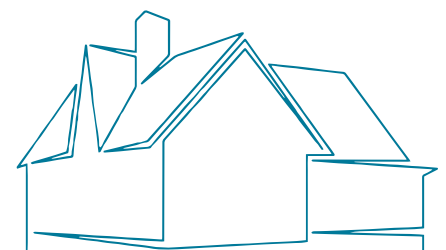
Council employees/agents

- 8.9 You or any member of your household must not threaten violence against, harass, verbally abuse or intimidate any Council employee or agent of the Council at your property, in the locality of your property, in any Council office or building or in any part of the Darlington Borough Council area. This includes all forms of communication including electronic communication and social media and/or encouraging any other person to act on your behalf.

Vehicles and parking

- 8.10 You or any member of your household or visitors must park motor vehicles within the boundary of your property on a Council approved hardstanding (a driveway or paved area intended for parking) or if appropriate using on-street parking. Prior written permission must be sought from the Council before parking a trailer, caravan or boat on a hardstanding.
- 8.11 Caravans, motor homes, trailers or boats must not be parked on the garden, driveway, paved area around your home or any communal areas without the Council's prior agreement in writing.
- 8.12 If the property has a designated resident's parking space, only you or any member of your household or visitors can park there.

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- 8.13 You or any member of your household or visitors must not cause or allow an obstruction to any driveway, garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the locality of your property.
- 8.14 You or any member of your household must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, with bins or other items, by parking a vehicle, or by fencing off part of it.
- 8.15 You or any member of your household or visitors must not drive across a kerb to access the property unless it has been lowered with prior written permission and in accordance with the Council's regulations. You or any member of your household or visitors must not park a vehicle or drive across grassed areas in or around the locality and you must pay the cost incurred by the Council for any works required to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.
- 8.16 You or any member of your household or visitors must not park any vehicle registered under a statutory off road notice on common areas, shared areas, or on Council-owned land in the locality of your home and you must only park such vehicles within the boundary of the property on a Council approved hardstanding.
- 8.17 You or any member of your household or visitors must not allow anyone to sleep in a caravan or other vehicle parked on or in the locality of your property including your driveway or garden.
- 8.18 You or any member of your household or visitors must not abandon any vehicle, caravan, trailer or boat in the locality of your property. The Council may take steps to remove such abandoned items and may charge the costs of removal to you or the registered owner.
- 8.19 You or any member of your household or visitors must not repair, maintain or work on any vehicle, caravan, boat or trailer at the property that is not regularly used by you or another occupier of your home. You or any member of your household or visitors must not repair such items on any common or shared areas, or on Council-owned land within the locality of your home.
- 8.20 Any vehicle, caravan, trailer or boat maintenance, repairs or work that you, any member of your household or visitors carry out must not cause any nuisance to anyone in the locality and must not spoil the appearance of the locality. Any remedial work required to the property or locality as a result of the work referred to in this section will be re-charged to you.
- 8.21 You or any member of your household or visitors must not allow the premises to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.
- 8.22 You or any member of your household or visitors must not keep mopeds, quadbikes or motorbikes or any other vehicle inside the property or in indoor common areas (such as stairs, lifts, landings, walkways, entrance halls, utility cupboards and indoor drying areas).



Garden

- 8.23 You must make sure your garden is kept cultivated, neat, tidy and free from rubbish, pests, weeds and animal waste or faeces. For example, lawns must be cut and trees, shrubs and hedges kept trimmed. Trees, shrubs and hedges must be kept from overgrowing or overhanging into neighbouring properties or into public areas so as to cause a nuisance.
- 8.24 If the garden is overgrown and/or untidy, and there is no good reason why you or a member of your household cannot do it, the Council may clear it and charge you for the work provided that you may have agreed to or not.
- 8.25 You must not plant additional shrubs or trees that may grow to shade any solar panel on your property or neighbouring properties.

Community responsibilities for those living in blocks of flats/maisonettes or sheltered housing schemes.

- 8.26 You or any member of your household or visitors must not interfere with security or safety equipment in flats or common blocks of flats or maisonettes or sheltered housing complexes. You must not jam, prop or leave shared entrance doors open.
- 8.27 You or any member of your household or visitors must not throw any object from a window, from landings, down stairwells or from balconies.

Smoking in common areas

- 8.28 You or any member of your household or visitors must not smoke or use e-cigarettes in the common areas of the building.

Rubbish disposal

- 8.29 You or any member of your household or visitors must dispose of rubbish correctly in containers, bin areas provided by the Council following the instructions on rubbish disposal in your block. You or any member of your household or visitors must not leave refuse bags, sacks, containers of recycling or any other items outside your front door or in the common areas.

Lifts

- 8.30 You or any member of your household or visitors must not interfere with the lift system or wedge lift doors open.

Fixing items to outside walls of communal properties.

- 8.31 You must not fix satellite dishes and CCTV to the exterior of the building unless you have been given prior written permission. There are only limited circumstances when occupiers of communal properties may fix satellite dishes to the exterior of the building.

Flooring

- 8.32 You must obtain the Council's prior written permission before you install floor tiles, laminate or wooden flooring or flooring of a similar nature.
- 8.33 If you install any such flooring without the Council's prior written permission, the Council may require you to remove it and reinstate the floor to its previous covering or an alternative covering that is acceptable to the Council.
- 8.34. You may be required to remove flooring in order for repairs to be carried out. The council will not remove or re-install any flooring installed by you or which you took responsibility for when you took over the property.

9. Fire safety

Fire safety in all properties

Bonfires

9.1 You or any member of your household or visitors must not light bonfires in any common area. Any fireworks must be used safely and in line with manufacturer's instructions. Fire pits, barbeques, chimineas and braziers must be used in accordance with manufacturer's instructions.

Flammable material

9.2 You or any member of your household or visitors are only permitted to keep bottled gas, paraffin, petrol, LPG, acid or any other hazardous material in safe and secure storage and in suitable storage containers. You can only keep a limited amount of such material which is reasonable for domestic use. You must not keep such materials in any common areas.

Gas and electricity safety

9.3 You or any member of your household or visitors must not tamper with gas or electricity supplies or with utility meters. It is your responsibility to ensure there is a suitable amount of credit on the meter.

9.4 You or any member of your household must allow access to your home for annual gas safety checks and periodic electrical safety checks. Failure to allow access for these safety checks will result in legal action. This includes court action to gain entry into your property to ensure the property is in compliance with gas safety regulations.

Smoke and carbon monoxide detectors

9.5 You are responsible for testing any battery-operated smoke detector and ensuring it is always in good working order. You must not tamper with or damage any smoke or carbon monoxide detector in the property.

Emergency services access

9.6 You or any member of your household or visitors must not obstruct access to emergency service vehicles in any way in your property, common areas or the locality of your property. You must not park your car in any way that obstructs access for the emergency services and your vehicle may be removed if it is blocking such access.

Fire safety in communal properties

9.7 You or any member of your household or visitors must co-operate with the Council and your neighbours to keep any common areas clear, and the Council may remove and dispose of any objects found in common areas. You may be required to pay for the cost of the removal and disposal of such items.



10. Maintenance, repairs, improvements & alterations to your home

Condition of your home - Your responsibilities

- 10.1 You must keep your home clean, free from pests and in reasonable condition. You must not allow an accumulation of personal property or rubbish or other items to prevent access, cause structural damage or deterioration to the property or any common areas or to pose an environmental health risk or a health and safety risk to any person lawfully at your property or to cause a nuisance to neighbouring residents.
- 10.2 You, any member of your household, or visitor must not deliberately or negligently damage your home or any common areas by any act or omission. You may be responsible for repairing any such damage.
- 10.3 You must not do anything which increases the risk of fire, flood or damage to your property or adjoining properties. If there is a fire, flood or other such incident in your home, you may be responsible for repairing or paying for such damage.

Small repairs

- 10.4 You are responsible for small repairs such as filling of minor cracks in internal plasterwork including preparatory work for redecoration; lock changes when keys are lost; replacing plugs and chains to sanitary ware; and replacing clothes lines.

Reporting repairs and disputes over repairs

- 10.5 You or someone acting on your behalf must immediately report any repairs, defects or damage to your home which are the responsibility of the Council. You must allow the Council to arrange for inspection and/or repair(s) to be carried out.
- 10.6 If the problem you report comes under the Council's responsibilities, we will carry out the repairs. If it does not we will give you the opportunity to do the repair within a reasonable time. You must allow access to the property for inspection and/or repair. If you do not carry out the repair, we may carry it out and charge you for the cost of doing it.
- 10.7 If you do not get confirmation that your request has been received, or you are not happy with our repairs service, you can complain using the Council's complaints procedure.

Ventilation and heating

- 10.8 You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the Council to prevent condensation. If condensation occurs as a result of failing

to adequately heat or ventilate your home you may be responsible for any repair work, unless it occurs as a result of disrepair in the property. If you need any advice or financial assistance in relation to heating your home, please contact the Council.

The Council's responsibilities

10.9 The Council is responsible for repairing and maintaining:

- the structure and exterior of the dwelling house (including drains, gutters, external pipes and external decoration);
- the installations in the dwelling house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and equipment for making use of the supply of water, gas or electricity);
- the installations in the dwelling house for heating and heating water.

10.10 The Council will carry out repairs in a reasonable time (unless it is an emergency).

10.11 The Council may offer reasonable contributions towards making good any internal decoration as a result of planned improvement works. The Council is not responsible for the removal and replacement of any furniture or floor coverings that have been moved to enable a repair or improvement work to be carried out.

10.12 The Council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.

10.13 The Council will not be responsible for any damage to your property including decorations or loss from the property which happens through fire, flood, theft, burst pipes or similar events, unless it can be shown that this is caused by the Council's negligence, breach of contract or breach of statutory duty. You are advised to obtain insurance to cover such damage or loss.

10.14 The Council may ask the Court to give us possession of the property because work needs to be done to it. This may happen where you or a member of the household has caused damage or caused the condition of the property to deteriorate or where we need to carry out major repairs or redevelop or demolish the property.

10.15 In some cases where you or a member of your household are not responsible for the disrepair you may be entitled to temporary accommodation while work is carried out or you may be entitled to an offer of alternative permanent accommodation. If you agree to a temporary move the Council has the right to take possession of your temporary property when the work on your original property is finished.



Alterations and improvements

10.16 Introductory tenants do not have the right to make alterations or improvements. If you are a secure tenant you must not make improvements, additions or structural alterations to the property without getting the Council's written permission first. It is your responsibility to obtain the relevant planning, building control or any other legal permission prior to starting any work.

Improvements, structural alterations and additions include (this list is not exhaustive):

- alterations to the gas, electrical and water installations including central heating;
- installing security grilles on doors and/or windows;
- kitchens and bathrooms;
- internal doors;
- installing floor tiles, laminate or wood flooring or flooring of a similar nature;
- security lighting and CCTV;
- sheds, other structures;
- ponds;
- garden walls or patios;
- removing or replacing or installing fencing;
- installing wood burning stoves;
- loft and conversions;
- adding textured coatings to the internal walls and/or ceilings of your home;
- painting the exterior of your home;
- adding render or other external finish to the exterior of your home.

10.17 You must not make any installations or alterations which may be unsafe or dangerous to anyone. This might include deep ponds, earth removal, removing or knocking down walls or parts of walls.

10.18 You must not make any improvements, additions or structural alterations to common areas.

10.19 You are not permitted to paint brickwork, UPVC windows, composite doors and frames under any circumstances.

10.20 If you make an improvement, addition or structural alteration to the property without getting the Council's written permission first, or if works are not carried out to the standard required by the permission given or under the Council's procedures or under other legal requirements, the Council can tell you to return the property to how it was before. If you do not do this the Council may do the work and charge you for it or may seek possession of your property for your breach of this agreement. If you have carried out work without permission the Council may also let you retain the work but may remedy or remove the work once your tenancy has ended and you may be recharged the cost of the remedial work/removal.

10.21 You will be responsible for the repair and maintenance of any improvements, additions, alterations, appliances or materials at the property following such work; but if for any reason the Council needs or chooses to take steps to repair, maintain or inspect the work you have done under this section the costs incurred will be recharged to you. For example, it will be our legal responsibility to check, service and maintain gas fires and heaters, pipework and flues even if they have been fitted by you.

Gas safety check

10.22 The Council will annually inspect gas service pipes and gas fired equipment for which the Council has a statutory duty to inspect and maintain. You must provide access for this and for any repairs that are required.

Electrical inspections

10.23 The Council will periodically inspect electrical wiring and installations that the Council has a statutory duty to inspect and maintain. You must provide access for this and for any repairs that are required.

Consultation

10.24 The Council will consult tenants who are likely to be substantially affected by any proposed major repairs and/or improvement schemes.

Recharges

10.25 Any reasonable costs or liability incurred by the Council as a result of you breaching or failing to perform any part of this tenancy agreement will be repayable in full upon your receipt of an invoice from the Council.

10.26 The Council or its contractors may carry out any clearing, remedial works or repairs required as a result of any breach by you of any part of this tenancy agreement. You may be re-charged these costs after the tenancy ends if the reparative work is done after you have moved out of your property.

10.27 You agree that the Council can use any money at any time due to you from the Council as your landlord, towards any liability you have to pay charges under this section.

10.28 Those things for which the Council will recharge include (but are not limited to):

- rectifying any work to the property that you have carried out without the necessary written permission of the Council or any substandard work;
- rectifying damage caused deliberately or by your failure to comply with your repairing duties or failure to maintain your own equipment;
- changing the locks of and otherwise securing the property if left abandoned by you;
- your abuse of the emergency repair service for non-emergency repairs;
- clearing the property of belongings or rubbish (including animals);
- replacing missing or broken keys.

You may be required to pay for or sign an agreement that you agree to pay for such works prior to them being carried out.



11. Ending your tenancy

Your responsibilities when ending your tenancy

- 11.1 If you intend to end your tenancy, you must give the Council at least four weeks clear written notice that you want to end the tenancy. Your tenancy will end on the expiry of the notice period unless otherwise agreed by the Council in writing. All tenancies end on a Sunday, all keys must be returned no later than 12pm on the day after the tenancy ends. You may hand your keys in before your notice period expires but you may be charged rent for the whole period. You agree that the Housing Officer may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf. If you leave the property after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you.
- 11.2 Once you have given this notice you must allow Council staff access to the property (at a pre-arranged date) for an inspection. In some cases, this will involve prospective new tenants accompanying Council staff.
- 11.3 If you are joint tenants either of you can end the tenancy by giving the Council notice to quit. This will end the tenancy for all joint tenants regardless of who has given the notice. The Council will use the relevant policies to decide if the other joint tenant(s) can stay in the property with a new allocations agreement. There is no automatic right for the other joint tenants to stay in the property.
- 11.4 You must leave the property, the fixtures and fittings and any furnishings we have provided in reasonable condition when you leave.
- 11.5 You must leave the property, including any garden, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left (including animals) will be cleared by the Council and you must pay the costs incurred by the Council in clearing or storing any property.
- 11.6 You must not leave anybody else living in the property when you move out.
- 11.7 You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the Council in carrying out those repairs. This also includes rectifying any alterations or additions you have made without permission or which have not been carried out correctly or to the correct standard.
- 11.8 You must pay your rent in full before you leave. If you cannot clear your rent in full you must ensure that you leave a forwarding address and make an arrangement to pay the balance.
- 11.9 You must notify utility companies when you move out and provide them and the Council with a copy of your meter reading at the point you move out of the property or you may incur additional charges.
- 11.10 After you have given notice you cannot withdraw that notice. You can only stay in the property after your notice has expired with the express written permission of the Council but this will not mean your notice has been withdrawn. In some circumstances the Council may grant you a new tenancy of the property taking the Council's relevant policies into account.

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- 11.11 If you are evicted, abandon the property or still owe rent or other charges or money for any other payment due under this tenancy agreement when you move out this may affect whether you will be given another Council property in the future.
- 11.12 If you take up another Council tenancy and you owe money from a previous tenancy you agree that those arrears can be transferred from your previous tenancy onto your current rent account and you will be expected to clear those arrears in addition to payments of current rent. This applies whether you move directly from one tenancy to another (transfer) or whether you left the first property some time ago.

Moving to another council property

- 11.13 If you wish to move to another Council property you will have to complete an application and comply with the Council's lettings policy. Whether and when you receive an offer of a new property depends on various matters including the urgency of your housing need and what accommodation is available. If your tenancy in your new property starts before your tenancy of your old property has ended, you will be responsible for the rent on both properties until your old tenancy ends.



12. False statements

Your responsibility

12.1 You or someone acting on your behalf must not make a statement which:

- you know is false;
- you thought could be false; or
- involves you in any way supplying information which may deceive an officer of the Council or its agent in allocating you this property.

12.2 The Council may take legal action to obtain possession of your home in any such circumstance and/or you may be prosecuted.

13. Tenant involvement

13.1 We will ask your views about any of the Council's housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for the property or your area. We will involve you or your tenants' group in local housing issues.

13.2 We will publish an annual report that describes our work and performance. It will tell you how the service is paid for and how your money is spent.

13.3 We will deal with your complaints efficiently and effectively. If you need to make a complaint you can contact the Council. Complaints will be dealt with in accordance with the Council's complaints procedure.

13.4 We will ask your views about any changes to this tenancy agreement (other than changes to rent or charges) and you will be told in writing if any changes are to go ahead.

13.5 You have the right to start or join a local tenants' group. Ask the Council for information about groups in your area or about how to start one.

14. Service of notices

14.1 Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the Borough Council notifies you that its address for service is the Operations Group, Town Hall, Darlington DL1 5QT

14.2 Pursuant to Section 196 Law of Property Act 1925 any Notice required by law to be served on the Tenant or Occupier shall be validly served if it is left at the address shown on the front of this tenancy agreement or if it is posted to that address and not returned by the Post Office.

15. How we use your information

15.1 In order to provide you with the service you need, we have to collect, store and use your personal information. We will hold information about you such as your name, address and contact details. We may also hold financial, household, identification documents and sensitive personal information relating to your health, special needs or alleged or actual criminal offences, if relevant.

15.2 We will use the information you provide in accordance with data protection legislation. Information will be accurate, where necessary kept up to date and will be kept for no longer than necessary, in line with our retention policy.

15.3 More specific information regarding how we use your information in relation to your tenancy is available in the Tenant Handbook. In addition, the Council's overall Privacy Notice is available on our website www.darlington.gov.uk/your-council/data-protection-and-freedom-of-information/privacy-notice/. This gives you all the information you need in relation to our legal basis for processing your information, organisations whom we share data with, your rights regarding your information and contact details for the Council's Data Protection Officer.

For more information including the Tenant Handbook go to:

www.darlington.gov.uk/housing/your-tenancy/



Notes

Get in touch



01325 405333



customerservices@darlington.gov.uk



www.darlington.gov.uk/housing



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