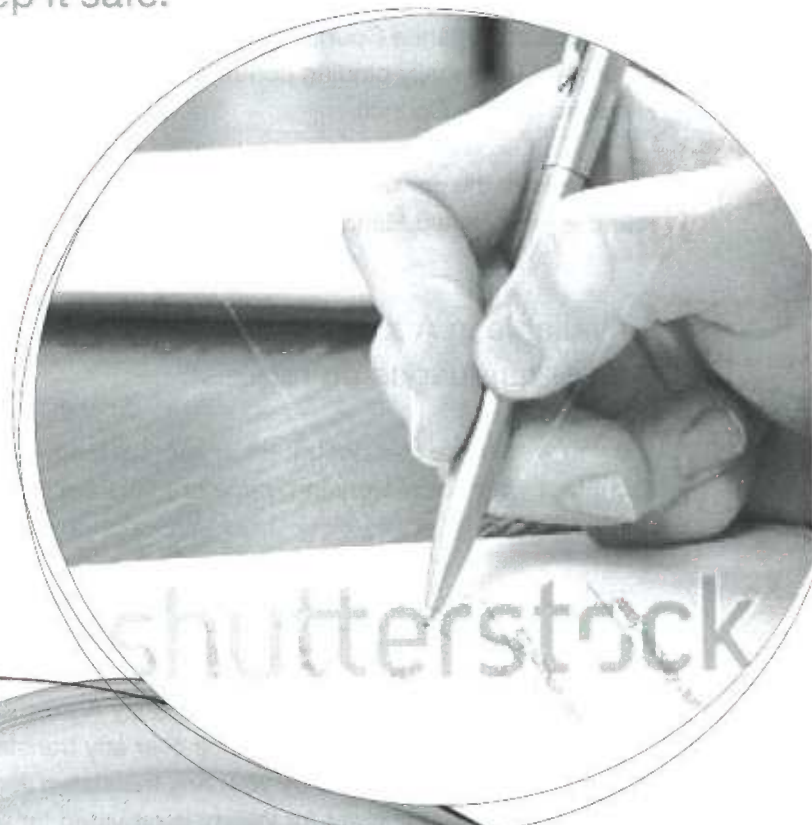


Travers & Howlins: SBH awards 1 October 2012

Tenancy **Agreement**

This is an important legal document.

Please keep it safe.



Welcome to your new home

Flintshire County Council would like to welcome you to your new home and community. We hope that you will be very happy as a council tenant.

This tenancy agreement sets out both your obligations as a tenant and those of Flintshire County Council as your Landlord. This agreement is a legally binding contract between yourself and Flintshire County Council.

~~Full details of the conditions contained in this agreement can be found in your Tenant Handbook.~~

Available in Audio Tape, Braille, large print and other languages on request.

If you would like this document in another language please contact your Local Housing office or Flintshire Connects Office.

This message will be printed in other languages here.

The English Language version of this Tenancy Agreement (the original version) shall have precedence over any translation which is provided for you or obtained by you. Any translated version of this Tenancy Agreement (except for Welsh) is provided for your convenience only. In the event of any dispute or disagreement in relation to the original version and any version provided for you or obtained by you in any other language, and in the event of any action in relation to a breach of terms of the Tenancy Agreement, the terms of the original version shall prevail.

This would have risk of incorporating Handbook into tenancy (+ revisions of Handbook would become very difficult) Suggest deleting. I prefer no references to the Tenants' Handbook.

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Section 1 Tenancy Details Form

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

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

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

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

Section 2 Information About Your Tenancy Agreement

Your tenancy agreement

When you sign this tenancy agreement, you will become our tenant and live in the property under the conditions of this agreement. This tenancy agreement sets out your tenancy type. The conditions contained in this tenancy agreement applies to all types of tenancy unless otherwise stated. You will be responsible for any breach of these conditions by members of your household, including lodgers and sub-tenants and your visitors.

It is important that ***you know and understand*** what conditions you are agreeing to. If there is anything you do not know and understand you should **seek advice** from Flintshire County Council, a solicitor, a Law Centre, the Citizens Advice Bureau, a Housing Advice Centre or Shelter.

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

'You' means the tenant of the property, and where there are joint tenants, each and everyone of them.

Your right to live in the property

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

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

Joint tenancies

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

Type of tenancy

There are two types of tenancy namely; introductory and secure.

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

As an introductory tenant you will have **fewer rights** than a secure tenant these are explained on pages 8 to 11 of this agreement. If we gave you this tenancy while you were part way through an introductory tenancy with another housing provider, you must serve the rest of the ~~12~~ month trial period and any extended period before you become a secure tenant with us. When the trial period and any extended period has come to an end, you automatically become a secure tenant unless we have issued court proceedings to end your tenancy.

'demote your tenancy' means you could lose your original tenancy status and be evicted more easily.

If we give you a secure tenancy or you become a secure tenant you will have **extra legal rights** set out on page ~~11~~ of this agreement.

5-11-13

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

'Us' means
Flintshire
County
Council.

Third parties

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

Data protection

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

Notices

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

**Community Services Directorate
County Offices
Chapel Street
Flint
Flintshire
CH6 5BD**

or their last known address

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

or their last known address

Section 3 Your Rights

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

Rights for both introductory and secure tenants

Right to live in the property

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

Right to repair

You can get certain urgent repairs done quickly and at no cost to you. You can also expect to have certain urgent repairs carried out within set times under the Right to Repair regulations. These are repairs which, if not completed on time, would seriously affect your health or safety. You will be told if a repair you requested is classified as a 'qualifying repair'.

A list of *comment* 'qualifying repairs' is contained in the *Tenant Handbook*

Right to Succession

If the tenancy of your home has not already passed from one person to another following a death, the tenancy of your home will pass automatically to the remaining joint tenant or to your husband, wife or civil partner providing they are living with you at the time of your death.

'Succession' happens when a tenant dies and their tenancy is passed onto another person.

See comment on page 9 re assignment.

*Partner as well?
Or limited to spouse/civil partner?*

If there is no remaining tenant, spouse or partner, the tenancy can pass to a relative (your parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) providing you can establish to our satisfaction that they have been living with you continuously for the previous twelve months prior to date of death. Note that, in accordance with the Housing Act 1985, only **one person** may succeed to a tenancy. A member of your family who is entitled to succeed, may be required to move to alternative accommodation if we consider the property is not suitable for their needs.

'Assign'
means the
transfer of
your tenancy
to someone
else

Right to assign

You have the right to assign your tenancy to someone else, but only if you have our written permission and only if it is permitted under section 91 & 92 of the Housing Act 1985 (if you have a secure tenancy) or section 134 of the Housing Act 1996 (if you have an introductory tenancy). If you want to assign your tenancy, you should write to your Neighbourhood Housing Officer, with your reasons for transfer to see if it is allowed.

Right to your information

We must treat all **personal information** about tenants as confidential. However, by law, we must **share essential information with certain public bodies**.

You can see information which relates to you and is held by us on file or on computer, provided you give us reasonable notice. We have the right to make an administrative charge for this.

If an assignment is to someone who would have qualified to succeed, this can be classified as a succession - or are you allowing for an extra succession? If not, perhaps delete "following a death" from the previous page, and replace with "via a succession".
Then note in the assignment clause that an assignment to someone who is qualified to succeed counts as a succession (ie under the 'one succession only' policy).

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

Your right for involvement

You have the right to start or join a **local tenants group**. You can contact your Customer Involvement Officer for information about groups in your area or about how to start one.

Your right to consultation on housing management matters

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

We must **consult** you about any changes to your Tenancy Agreement, any modernisation or improvement planned for your home, or any changes to our housing management policies. We do not have to consult you before making changes to rent or other charges but we must give you notice of those charges. When we do consult you, we will, where possible offer you choices - not just give you information about decisions already made.



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

Your 'right to manage'

You and your neighbours may choose to form a **tenant management co-operative** which could take over managing one or more aspects of the housing service. Your new organisation must be approved by National Assembly for Wales. A consultation process would be conducted before such a change could take place.

Extra rights for secure tenants only

A 'mutual exchange' is where tenants agree to swap properties and tenancies.

Right to mutually exchange

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

Right to improve

You can carry out improvements to your home provided you have our **written permission** before you start work. We may apply some reasonable conditions when we give our permission. We can only refuse to give permission for certain reasons, and we will tell you the reason if we refuse you. If you leave your home, you may get compensation for certain types of improvements you have carried out. However if you cause damage to the property as a result of your improvements you must repair or replace any damage caused.



A 'lodger' is someone who shares your home as a member of your household.

Right to take in lodgers

You can take in lodgers provided you **first** get our **written permission** and do not overcrowd your home. However you must inform us and the **Unified Benefit Advisory Service** of the name, age and sex of any intended lodger and of the part of your home they will occupy.

The statutory right to take in lodgers is not subject to landlord consent

'Sub let' is means granting somebody a right to have private use of part of your home.

Right to sublet

You can sub-let **part** of your home (not the whole) but only if you first get our **written permission**. However you must **inform us** and the **Unified Benefit Advisory Service** of the name, age and sex of any intended sub-tenant and of the part of your home they will occupy.

Right to an alternative landlord

You and your neighbours may choose another landlord to manage or own your existing home. The landlord must be approved by the **National Assembly for Wales** and must be willing to buy your home. A rigorous consultation process would be conducted before such a change could take place.

Right to buy

You can buy your home from us provided you have been a **secure tenant** for at least **5 years** and you are not facing Court action for breach of your tenancy conditions. Members of your family who are living with you may be able to buy your home with you. You may get a discount. The amount of discount depends on the total amount of time you have spent as a tenant of the Council or other right to buy landlord, and whether the property is a house or a flat.

qualify under statute. % must

Time as a tenant of a registered social landlord also counts. Suggest "social housing" or similar.

The **maximum discount** possible is **£16,000**. However houses specially built or adapted for disabled or older people, or people with special needs may be excluded from the right to buy.

Section 4 Rent and other charges

Your rent is used to pay for the housing services you receive. It is important that everyone pays their rent regularly and on time so that we can afford to provide high quality services. This section tells you about your obligations to pay your rent.

Our obligations:

1. If we collect the gas charge, electricity charge, tenancy support charges, water and sewerage charges, septic tank charge, contents insurance, or the concessionary TV licence and other services as part of your total rent we will pay them to the appropriate organisations.
2. We will give you at least 4 weeks notice in writing if we increase or decrease the **rent**.
3. We may increase or decrease the **other charges** which are included in the rent with **less** notice than 4 weeks.
4. You will be told in writing at least one week before any change to these **service charges**.
5. We will give you an up to date **rent statement** four times a year and whenever you ask for one.

Perhaps note that where the arrangements with the utility company come to an end, the Council will notify the tenant and the tenant will then be responsible for paying these charges directly.

Are there service charges? Look like utility charges. Where you run a service and charge a variable amount for it (to meet your actual costs), the complicated provisions of the Landlord and Tenant Act 1985 come in. Important to be clear (if these are not in fact services being provided) that the charge is not a service charge.

Your obligations:

6. You must pay your rent regularly and on time. Rent is due **weekly in advance** on a **Monday**.
7. Your rent **may include charges** for gas, electricity, water and sewerage , septic tank, contents insurance, or the concessionary TV licence and other services , if it does not you must pay for them direct
8. You agree that, if **support services** are included as a condition of occupancy, you will accept, pay for and make use of the agreed support services provided by us on your behalf.
9. You must pay any **rent arrears** due in accordance with any agreement entered into with us. This also applies to any arrears accrued from a previous tenancy you have held with us.

Section 5 Repairs and Improvements

Looking after your home is a joint responsibility between us and you.

We are responsible for most repairs, maintenance and servicing needed to the property, but you are responsible for a number of minor repairs and for ~~the~~ decorating the inside of your home. Full details of our responsibilities for the work we will carry out can be found in the Tenant Handbook.

Usually there would be an explicit acknowledgement that the landlord is resp. for keeping in repair and working order any installations for space and water heating, sanitation and the supply of water, gas and electricity.

Our obligations:

1. We must **keep in good repair** the structure and exterior of the property.
2. We will **decorate the outside** of your home and the shared parts when necessary or according to planned maintenance programme, unless you have done the work yourself.
3. We will keep **communal grounds** and **landscaped areas** that are our responsibility clear and tidy.

Your obligations:

4. You must **report promptly** to us any defects in the property which are our responsibility to repair and not allow the property to fall into disrepair through neglect.
5. If you report a repair and then **fail to keep the appointment** without giving at least 24 hours notice we may **recharge** you for our expenses i.e travelling costs, wasted labour costs. *reasonable*

reasonably incurred,

reasonable

Mention interior decorating?
(Though this is at 6.6, it's just that it is mentioned in the introduction to this section - entirely up to you).

6. You must **keep in good repair** all parts of the property which we are not obliged to repair, and not allow the property to fall into disrepair through neglect.
7. If you have **failed to do repairs** which are your responsibility, we will give you notice in writing of the work which must be done and a reasonable time in which it must be completed. If you don't, we may do the work and make you pay for it.
8. You must **let us or our representatives, agents or contractors access the property** to carry out necessary repair inspections, repairs, improvements, planned programmes, gas servicing and safety checks, and to complete tenancy audits and inspections, as long as:
 - You have had at least 24 hours notice in writing (unless there is an emergency); and
 - They show you their proof of identity.

If there is an emergency (such as, where somebody may be in danger, there is a risk of damage to the property, or the adjoining property) we will not give you any written notice and you must let us enter your home immediately.

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

Forcing entry clauses are challengeable and tenants may sue after the event. I would not therefore recommend them, but you may decide that the practical use of the clause is such that you retain it and decide to bear the risk.

9. You or any members of your household or your invited visitors must not **damage the property**. If you or they cause any damage, you must put it right to our satisfaction. If you don't, we may do the work and make you pay **for it**.

our reasonable costs, reasonably incurred

10. You must not **knock down, alter or remove** any part of the property without our **written permission**.

11. You may **carry out improvements** to your property only with our written permission first. You must also obtain and comply with any required Building Regulations and Planning Permission. Where the improvements affect the gas or electrical systems the work must be carried out by an appropriately qualified and registered person or contractor.

Section 6 Using Your Home

Everyone has the right to live in an area that is clean, safe and pleasant. This section tells you about your obligations to ensure this standard is maintained.

Our obligations:

1. We may provide, or arrange to be provided **support services** to help you maintain your tenancy and maintain the security and safety of your home, as agreed with you. These support services may be provided by us or an agency on our behalf.

Your obligations:

1. You must use the property as **your only or main** home throughout your tenancy.
2. You must obtain our written permission to use any part of the property for any trade, **business** or other purpose except as your home.
3. You must not allow more people to live in your home that the Council considers reasonable and so cause **overcrowding** as defined by the Housing Act 1985 and its amendments
4. You must tell us if you will be away from your home for more than 28 days. This is to make sure we know you have not just **abandoned your property**. If your job means that you are away from the property for long periods, you may want to discuss this with us.



5. You must keep both the **inside** and **outside** of your property in a **clean and sanitary condition** to our satisfaction. Also you must ensure that all refuse and unwanted household items are disposed of in a safe and hygienic manner. If your home has a recycling bin or bin chute, you must use it in line with our recycling policy.

6. You are responsible for **decorating** the inside of your home and keeping it in a reasonable state of decoration.

7. You must keep your **garden** tidy by cutting the lawns and trimming the hedges and bushes. If the garden is overgrown and there is not a good reason why you have not maintained it, we may do the work and charge you for it. Or, we may take court action against you and charge you the cost of this action. You must not store rubbish, furniture or household appliances in the garden area. We will give you seven days notice to remove the items. If you do not remove them within seven days, we may do it for you and charge you, or we may take court action against you and charge you our costs.

our reasonable costs
reasonably incurred
in doing the work

This would be at
the Court's
discretion?

8. You must not alter, replace or plant any **hedge** or **tree**, or put up a **fence** without getting our written permission.

9. You must not erect any **shed, greenhouse, pigeon loft or garage** in your garden without the our written permission.

10. You must not erect or fix a **radio or TV aerial, satellite dish or earth wire** to the outside of the property without our written permission.

11. If you live in a sheltered housing accommodation, you and the people you are responsible for must not smoke in the shared areas of the building where “**No smoking**” signs are displayed. These areas include any stairwells, corridors, lifts and landings, and any shared bathroom, lounge or kitchen facilities.
12. You must not store any quantity of **flammable material or gas** in the property, sheds, garages or outhouses except where it is reasonably needed for normal domestic use, in which case it must be stored safely.
13. Tenants of Castle Heights, Richard Heights and Bolingbroke Heights in Flint must not bring in, or use, fireworks or any **domestic bottled gas** in the building.
14. You must co-operate with us to ensure that all the communal areas are kept in a **clean and tidy condition, free of obstructions, and free of litter** and rubbish.
15. You, or members of your household or your invited visitors must not interfere with any fire evacuation signs or **equipment** for detecting or putting out **fires**.
16. You, or members of your household or any visitors must ensure that **security/fire doors are kept shut** at all times.
17. You must not **park** or allow anyone else to park, any motor vehicles, caravans, boats, trailers etc., in your garden without our written permission. Permission will then only be granted at our discretion and then only where there is a properly constructed hard standing and dropped kerb in place.

17. You, or members of your household or your invited visitors, must **not park any private motor vehicles** on the communal areas except where we have marked a parking area or with our written permission.

18. **Any other vehicle, or caravan, motorhome, boat or trailer** may not be parked on the communal areas except on marked parking areas and garage sites and then only with our written permission.

19. You, or members of your household or your invited visitors, must not do **major vehicle repairs** or park an unlicensed or unroadworthy vehicle on communal areas.

Section 7 Being a Good Neighbour

As a tenant you must respect and be considerate to your neighbours. Everyone has the right to live the way they wish to, providing they do not interfere with people living near them, or break the law. In most cases it would be expected that people resolve their own problems peaceably, but if this fails then we **will** take action against you, if you, or anyone living with you or visiting your home (including children), break any condition of this tenancy agreement by behaving in a way that causes alarm or distress to other people in the area or are convicted of an offence ~~you~~ committed at the property or within the surrounding area or estate. Possible courses of action may include - formal warnings, demotion of tenancy, injunctions or possession proceedings.

Our obligations:

1. We will not interfere with how you use your home as long as you keep to the terms of this agreement or unless there is any other reason under the Housing Acts of 1985 and 1996 or any other law where we may need to.
2. We will investigate any complaints of nuisance, harassment or victimisation and take appropriate action.

'Nuisance' means behaviour that is harmful, offensive, annoying disagreeable, or interferes with the quiet enjoyment of another person

Your obligations:

3. You (or anyone living with you or visiting the property) must not act in any way which is anti social or is likely to cause a **nuisance** to any other person. Examples of nuisance include, but are not limited to:

- **Throwing** items from windows, balconies or walkways
- **Loud music** or **loud noise** from a TV, radio, hi-fi or musical instruments
- **Loud arguing** and **shouting** and **door slamming**
- Playing ball games
- **Dog** barking and fouling
- **Offensive, abusive** and **threatening** behaviour
- Annoying car maintenance or broken down vehicles
- Offensive intoxication
- Burglar alarms
- DIY work

'Harassment' means behaviour that uses violent words or actions against a person or groups of people.

4. You must not commit or threaten any form of **harassment** against any other person. This includes harassment on the grounds of sex, gender, age, religion, race and disability. Examples include, but are not limited to;

- **Racist** behaviour or language
- Using or threatening to use **violence**, including **domestic violence and abuse**
- Repeatedly using **abusive** language
- **Damaging** or threatening to damage another person's home or possession
- Writing threatening or abusive **graffiti** or **letters**
- **Intimidation**

Other commonly listed categories are 'colour' and 'sexual orientation'

5. You must not use, or allow the property and communal parts of the building to be used, for any **illegal** or **immoral** activity. Examples of such activities include but are not limited to:

- **Prostitution**
- bringing in, storing, producing or selling **drugs**
- storing or selling **stolen goods**
- the use of **dangerous weapons** such as any type of **gun** or **rifle, catapult** or **crossbow**

6. You must not use abusive language or threatening or violent behaviour towards us, **our representatives, agents or contractors** carrying out their duties.

7. You must obtain our **written permission before** you keep or look after any **animals, birds or livestock** in the property. Certain types of property are not suitable for keeping animals, birds or livestock. We have a list of addresses that will determine whether permission will be granted. If permission is granted, any animals, birds or livestock being kept or being looked after must not cause a nuisance, annoyance or disturbance to any other persons. If they do become a nuisance, annoyance or disturbance we may ask you to remove them from your property.

Section 8 Changes to Your Circumstances

By law we must make sure that any personal information we hold about you is accurate and up to date. To ensure our records of you are accurate and up to date, you must tell us of any changes to the occupation of your home or changes to your tenancy. To help you with this you may request a form from us. Some forms may be found in your tenant handbook.

1. If you **change your name by deed poll** or get **married and change your name** you must show us your deed of name change or your marriage certificate before we can change your name on your tenancy agreement.
2. You must tell us the **birth of any children** or if **somebody moves in** with you on a permanent basis. They will be added to the occupancy records for your tenancy.
3. You must tell us if **somebody leaves** or stops living with you at the property. Their details will then be removed from the occupancy records.
4. If you are already a Council tenant and want to **add someone to your tenancy**, you will need to complete a joint tenancy application form. The granting of a joint tenancy is always at our **discretion** and will only be granted when it is in **the interests of the Council** to do so.
5. We can't just **remove 'a party'** from your tenancy. This can be done only by written agreement of all joint tenants, a court order as part of family proceedings, or by succession.

Some circumstances may trigger the use of the allocations policy. Care must be taken to ensure the two policies tie up.

Section 9 Ending Your Tenancy

When you decide to end your tenancy:

1. You must give us at least **4 weeks notice** in writing when you want to give up your tenancy. The notice must be signed by you. If you are joint tenants, either or any one of you can end the tenancy by giving the written notice which will be binding on both or all of you.
2. The **last day** of your tenancy must be a **Sunday**. You must return the **keys** to the Council offices before 12 noon on the **Monday** following the last day of the tenancy. If you fail to do this, additional rent will become payable.
3. Usually you must pay the rent and all charges for the **whole period of notice**, even if you have moved out and returned the keys before the Monday on which the notice period ends. If you fail to clear any outstanding rent and charges before you move out we will take action to recover the debt.
4. At the end of your tenancy you must give us **vacant possession** of the property. You must clear the property of all your furniture and belongings, leave it in good repair and in a clean and tidy condition and return the keys to the Council offices.
5. If you fail to **clear the property** and/ or leave it in a state of disrepair, we will charge you for the cost of removing items that you leave behind and for any work that is necessary. We will not be responsible for any items that you leave behind.

Strictly you are responsible for these items. Many landlords take your approach however, and consider the risk of being sued is outweighed by practical benefits.

(fair wear and tear excepted)

- You must not leave anybody living in your home when you move out, such as a **lodger**. If you do so, we will take court action to remove them from the property and you and your lodger ~~will~~ ^{may} have to pay the costs.

When we want to end your tenancy:

7. **Introductory tenants only**

If you have an introductory tenancy, we can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the conditions of this tenancy agreement or there is any other reason under the Housing Act 1985, the Housing Act 1996 or another law why we need possession of your home.

If you break your tenancy conditions, we may serve a 'Notice to Terminate' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will give you the date after which possession proceedings will start. This will be at least four weeks after the notice is served.

8. **Secure tenants only**

We would have to show that we had valid reasons to evict or demote your tenancy. These are called '**grounds**' and are defined by law. A copy of these grounds ~~are contained in~~ ^{can be obtained from us.} **Schedule 1** at the back of this Tenancy Agreement. You would have the right to put your case at a court hearing. Before going to court we would have to serve you with a Notice of Intention to seek Possession or Notice of Intention to Demote your tenancy setting out our reasons for serving the Notice.

You do not have to set these grounds out - and in fact there are reasons why it is better not to (the tenancy agreement becomes out of date when they are changed for example). Suggest that alternative wording is used.

Suggest order be:

- 1) joint tenant
- 2) spouse, civil partner
[or partner]
- 3) family member

Death of a tenant

9. In the event of your death, the tenancy may pass on to your spouse or civil partner, a joint tenant or member of your family if they are qualified to succeed.

10. In the event that there is no one qualified to succeed at the time of your death, the tenancy becomes part of your estate. If you have left a will, the tenancy can be brought to end by a personal representative of your estate. The personal representative must give at least four weeks notice in writing ending on a Monday. Your estate is also responsible for other conditions of this agreement set out in clauses 2.0 to 9.5 of this agreement.

Is this correct?

11. In the event that there is no will, known as 'intestate', legal responsibility for your tenancy passes to the Public Trustee. We will end the tenancy by serving a 'Notice to Quit on the Public Trustee. A copy of this notice will be given to any next of kin that you may have.

Section 10 **Complaints, Comments and Compliments**

Complaints Procedure

To make a complaint about a council service follow these simple steps:

- Step 1** Contact the service you have been dealing with or the Customer Services Team (01352 703020). Your complaint will be recorded on a central database and if it is not possible to resolve the matter immediately it will be acknowledged within 5 working days. The service will aim to provide a full response to you within 10 working days from receipt of your complaint.
- Step 2** If you are not satisfied with the response you receive from the service, contact the Customer Services Team (01352 703020) who will ensure that your complaint is considered by a senior officer within the service or the Corporate Complaints Officer. You will then receive a response within 20 working days.

Ombudsman

If you feel that the Council has failed to address or resolve your complaint to your satisfaction you can contact the The Public Services Ombudsman for Wales, 1 Ffordd yr Hen Gae, Pencoed, Bridgend, CF35 5LJ. Telephone 0845 6010987(local call rate), fax 01656 641199, e-mail ask@ombudsman-wales.org.uk

Compliments and Comments

If you wish to make a comment or compliment please contact the relevant service or the Customer Services Team (01352 703020). All compliments and comments are recorded on a central database for monitoring purposes and forwarded to the appropriate service for necessary action or acceptance.

Section 11 Schedule 1

Grounds for possession

If you are a tenant, whether your tenancy is permanent or temporary, your landlord must get a court order to evict you. If they try to force you to leave (e.g. through violence or cutting off your gas or electricity supplies) this could amount to Unlawful Eviction and you would be entitled to sue for compensation.

If you have a permanent tenancy (i.e. you are a Secure Tenant) then before going to court your landlord will need to send to you a written notice to say that they intend to go to court to get a Possession Order and why. This notice is called a "notice of intention to seek possession" and must be written in a certain way.

However, in some cases even if your landlord did not serve this notice the court might still allow them to obtain a possession order, if the court thinks it is fair for them to do so. You should be given proper notice before your landlord starts possession proceedings and your

landlord must usually start proceedings within 12 months of the date the notice says court proceedings will be started.



Your landlord must have a reason for trying to get you out of the property. The law says that if you are a secure tenant there are certain reasons (grounds) which may entitle your landlord to get a possession order. If your landlord cannot show any of these grounds (see below) they will not be entitled to a possession order to evict you. If you have a temporary tenancy only or you are not a tenant at all then it is not necessary for any particular ground to be shown.

As mentioned above, I advise that the grounds be deleted entirely. They should at least (if you decide to retain them) be verbatim ie exactly reproducing the statute. The risk with summarising/paraphrasing is that a court decides you have limited your scope for possession (so the full breadth of the statutory grounds is no longer available to you). This has actually happened, and possession actions been lost as a consequence.

Ground 1

You have not paid the rent which is properly due from you and it is reasonable for the court to make a possession order. If you can show, for example, the rent arrears are due to late housing benefit payments which will be paid eventually, or the rent was wrongfully increased etc., then your landlord will probably not be entitled to a possession order. If by the time the case reaches court all the arrears have been paid by you then again your landlord will not get an order under this ground. Alternatively if your landlord can show you have not kept to part of your tenancy agreement then they will be entitled to an order if the court thinks it is reasonable for them to be allowed to evict you. Your landlord can also use this ground if they can show that you have broken one of the terms of your tenancy agreement which you are obliged to follow, (e.g. payment of water rates, avoiding anti-social behaviour etc).

Ground 2

If you or someone living with you has been causing nuisance or annoyance to any of your neighbours or anyone else visiting the area. However, your landlord has to show it is reasonable for the court to make a possession order. Also, your landlord can apply for possession if your behaviour is illegal, or amounts to an arrestable offence, or if you have used the property for "immoral or illegal purposes", such as drug dealing. Again this is subject to the reasonableness test. In addition, if you were living in the property with your partner and your partner left because of your violence or threats of violence and it is unlikely your partner will be coming back, your landlord may be able to obtain a possession order against you. However, they have to give written notice not only to you, but also to your partner before they can start court proceedings. The domestic violence ground cannot be used by same sex couples.

Ground 3

You or someone living with you has allowed the property to fall into a bad state of disrepair. If it is the fault of someone living with you and you have not taken steps to get them out of the property then your tenancy could be at risk. However, your landlord has to show it is reasonable for the court to make a possession order.

Ground 4

You or someone living with you have not taken care of furniture which your landlord provided for the property. Your landlord must show it is reasonable for an order to be made.

Ground 5

You or a joint tenant obtained your tenancy by giving false statements, deliberately or without caring if the statements were true. If your landlord can show they would not have otherwise given you the tenancy they may be able to get a possession order. However, your landlord must show it is reasonable for a possession order to be made.

Ground 6

You exchanged your property for another council tenant's property and money was paid, your landlord may get possession. Even if the exchange was made with a member of your family who was previously the tenant. However, your landlord must show it is reasonable to make a possession order.

Ground 7

Your property forms part of a building which is used mainly for other purposes other than housing and the property was let to you (or someone who held the tenancy before you) as part of their employment with one of the following:

- a) A Local Authority
- b) New Town Corporation
- c) Urban Development Corporation
- d) Development Board for rural Wales
- e) Governors of an aided school

AND

You or a person living with you have acted in a way which conflicts with the purpose for which the building is used and no longer makes it suitable for you to continue



to live in the property. For example, if you were a school caretaker and you were provided with a property in the grounds of the school and you were found to have stolen from the school. Your landlord (who would also be your employer) could get a possession order under this ground. Your landlord must still show it is reasonable to evict you.

Ground 8

You moved into the property because works were being carried out on your previous property and you understood that you would have to return to that property when the works were finished. If you refuse to leave and return to your original property a possession order may be made against you. However, you can refuse to return if the works have not in fact been completed or you understood that you were being given the new property permanently. Your landlord must show it is reasonable to evict you.

Ground 9

If you are living in an overcrowded property which breaks the law, then your landlord may apply for a possession order. However, your landlord must offer you a suitable property elsewhere. You may be able to argue that your landlord should not get a possession order because they have not offered you another place to live or the place they have offered is not suitable.

Ground 10

Your landlord intends to demolish, reconstruct or carry out substantial work to the building or part of the building or land around the building in which you live and cannot do this while you are living there. If you agree to leave voluntarily then there is no reason for your landlord

to get a possession order. You should be allowed to return to the property once the works are completed. Your landlord should offer you suitable accommodation elsewhere.

Ground 10A

The property is in an area which has a redevelopment scheme and the property or part of it is affected by that scheme. Your landlord can get possession if he / she offers you suitable alternative accommodation.

Ground 11

Your landlord is a charity and if you carried on living in the property this would go against the principles or objects of the charity. However, your landlord must offer you suitable alternative accommodation.

Ground 12

Your property forms part of a building or is connected to a building which is used for other purposes and you are employed by your landlord and your property was let to you as part of your employment (e.g. school caretaker). Your landlord can get possession if your employment has come to an end and your landlord needs the property for some other person who will be employed. To take advantage of this ground your landlord must be either a Local Authority, New Town Corporation, Urban Development Corporation, Development Board for rural Wales or Governors of an aided school. Your landlord must satisfy the court that you will have other accommodation to go to and that it is reasonable to order possession.

Ground 13

Where your property is specially adapted for the disabled and there is no longer a disabled person living there and your landlord needs the property for a disabled person then your landlord may get a possession order. Your landlord must convince the court that there will be other suitable accommodation for you to go to and that it is reasonable for the court to make a possession order.

Ground 14

Where your property was let to you by a Housing Association or Housing Trust because you had special housing needs and you no longer have these needs or you have been offered permanent accommodation elsewhere and your landlord needs the property for someone else with special housing needs. Your landlord will need to show there is other suitable accommodation you could go to and that it is reasonable for the court to make a possession order.

Ground 15

If your property was let to you because you have special needs and there are special facilities based near the property to help you. Your landlord will only get possession if they show there is no longer anyone living in the property with special needs and the property is needed for someone else with special needs. Your landlord will need to show that other suitable accommodation is available to you and it would be reasonable for a court to make a possession order.

Ground 16

In some cases if you "succeed" to the tenancy on the death of the previous tenant your landlord may be able to get a possession order if the property is too big for just you. But the landlord must have served notice on you between the 6th and 12th month after the death of the previous tenant. Your landlord must still show there is other suitable accommodation for you to go to and that it would be reasonable for a court to make a possession order.

If the tenancy was passed over to you before the tenant's death your landlord will not be able to use this ground. Also if you were married to the tenant who has died, or you succeeded to a fixed term tenancy the council cannot use this ground.



Tenancy Details Form - Secure

This form contains details of the tenancy between:

us **Flintshire County Council** of County Offices, Chapel Street, FLINT CH6 5BD and you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

① _____

② _____ Relationship to ①: _____

The property rented in this agreement is at:

Type of property: _____

Start date of tenancy: _____ / _____ /20 _____

Type of Tenancy: This tenancy is a **secure** tenancy

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

Other charges due as part of your total rent £ _____ (water and sewerage)

Service charges included as part of your total rent
£ _____ (Heating) £ _____ (T.V.)

(These 'Other Charges' are not eligible for Housing Benefit)

Total rent: £ _____

Payment: The total rent is due on Monday each week (for the week ahead).

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

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

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

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

② _____ Date: _____ / _____ /20 _____

On behalf of Flintshire County Council

Name: _____ Position: _____

Signature: _____ Date: _____ / _____ /20 _____

Tenancy Details Form - Secure

This form contains details of the tenancy between:

us **Flintshire County Council** of County Offices, Chapel Street, FLINT CH6 5BD and you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

① _____

② _____ Relationship to ①: _____

The property rented in this agreement is at:

Type of property: _____

Start date of tenancy: _____ / _____ /20 _____

Type of Tenancy: This tenancy is a **secure** tenancy

Incorporate previous arrears weekly payment?

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

Other charges due as part of your total rent £ _____ (water and sewerage)

[Service] charges included as part of your total rent
£ _____ (Heating) £ _____ (T.V.)

(These 'Other Charges' are not eligible for Housing Benefit)

Total rent: £ _____

Payment: The total rent is due on Monday each week (for the week ahead).

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

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

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

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

② _____ Date: _____ / _____ /20

On behalf of Flintshire County Council

Name: _____ Position: _____

Signature: _____ Date: _____ / _____ /20

Tenancy Details Form - Introductory

This form contains details of the tenancy between:

us **Flintshire County Council** of County Offices, Chapel Street, FLINT CH6 5BD and you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

① _____

② _____ Relationship to ①: _____

The property rented in this agreement is at:

Type of property: _____

Start date of tenancy: _____ / _____ /20 _____

Type of Tenancy: This tenancy is a **introductory** tenancy

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

Other charges due as part of your total rent £ _____ (water and sewerage)
£ _____ £ _____ £ _____

Service charges included as part of your total rent
£ _____ (Heating) £ _____ (T.V.)

(These 'Other Charges' are not eligible for Housing Benefit)

Total rent: £ _____

Payment: The total rent is due on Monday each week (for the week ahead).

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

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

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

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

② _____ Date: _____ / _____ /20 _____

On behalf of Flintshire County Council

Name: _____ Position: _____

Signature: _____ Date: _____ / _____ /20 _____

Duplicate?

Tenancy Details Form - Introductory

This form contains details of the tenancy between:
us **Flintshire County Council** of County Offices, Chapel Street, FLINT CH6 5BD and
you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

① _____
② _____ Relationship to ①: _____

The property rented in this agreement is at:

Type of property: _____

Start date of tenancy: _____ / _____ /20 _____

Type of Tenancy: This tenancy is a **introductory** tenancy

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

Other charges due as part of your total rent	£ _____	(water and sewerage)
£ _____	£ _____	£ _____

Service charges included as part of your total rent
£ _____ (Heating) £ _____ (T.V.)

(These 'Other Charges' are not eligible for Housing Benefit)

Total rent: £ _____

Payment: The total rent is due on Monday each week (for the week ahead).

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

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

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

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

② _____ Date: _____ / _____ /20 _____

On behalf of Flintshire County Council

Name: _____ Position: _____

Signature: _____ Date: _____ / _____ /20 _____