

**HALTON HOUSING TRUST LIMITED TENANCY AGREEMENT FOR  
TRANSFERRING TENANTS**

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and is payable in advance on Monday of each week, except where the Payment Free Weeks apply.

In this Tenancy Agreement the terms "**Rent**", "**Service Charges**" and "**Supporting People Charges**" refer to all the charges shown above. The amounts can change. The amounts are based on a year's payment divided by forty eight, except when there are fifty three Mondays in the year when the year's payment is divided by forty nine.

4. This Tenancy Agreement makes you a Tenant of Halton Housing Trust. You must behave responsibly and keep to the rules in this Tenancy Agreement. If you do not and we want to take possession of your home, we can apply to the Court for an order for possession. You would then have the right to put your case at a Court hearing.
5. This Tenancy Agreement preserves the following secure tenancy rights for Transferring Tenants which are set out in full in Section 2 of the Conditions of Tenancy:
  - Right of succession;
  - Preserved Right to Buy;
  - Right to make improvements and receive compensation for qualifying improvements;
  - Right to repair and compensation;
  - Right to consultation;
  - Right to Information;
  - Right to Assign to Qualifying Successor; and
  - Right to exchange.
6. **This clause only applies if you occupy sheltered housing and/or receive mobile warden services and have a separate agreement for services from an external Provider in accordance with Clause 5 in Section 5.** This Tenancy Agreement is granted to you to enable you or a member of your household to receive housing related support services. Full details of the level and extent of such support services and your obligations (including, if applicable, any obligation to pay for it) are set out in a separate agreement (called the Supported Housing Services Agreement). The provision of the service set out in the Supported Housing Services Agreement is fundamental to this Tenancy. If the person receiving such services withdraws from or breaches the Supported Housing Services Agreement we may take steps to end this Tenancy on the basis that this is a breach of a tenancy condition.
7. You agree to be bound by the Particulars of Your Tenancy Agreement and the Conditions of Your Tenancy Agreement.
8. We agree to be bound by the Particulars of Your Tenancy Agreement and the Conditions of Your Tenancy Agreement.
9. We agree that where we require you to obtain our written consent before being able to exercise a right under this Tenancy Agreement that we will not refuse our consent unreasonably. If the Council gave its written consent before Transfer this will still apply subject to the terms of this Tenancy Agreement.



Signed on behalf of Halton  
Housing Trust Limited:

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### **Housing Corporation Charter**

We are regulated by the Housing Corporation and their Charter for Housing Association Applicants and Residents (or replacement charter) applies to this agreement. You can get a copy of the Charter from our offices.

### **Tenants' Handbook**

This Tenancy Agreement refers to the Tenants' Handbook, but the handbook does not form part of this agreement and is subject to change from time to time.

## CONDITIONS OF YOUR TENANCY AGREEMENT

### SECTION 1 - DEFINITIONS

"Assured"	has the same meaning as set out in Section 1 of the Housing Act 1988;
"Deed of Assignment"	a legal document which must be completed properly in order to make a mutual exchange lawful;
"Exchange"	to swap tenancies with another person;
"Fixtures and Fittings"	fixtures are fixed items such as fitted cupboards and double glazing which effectively become part of the property and can include installations for supplying or using gas electric and water. Fittings are items such as fitted carpets. Furniture is not included;
"Flat"	a one floor property other than a house or bungalow and which forms part of a building;
"Garden"	lawns, hedges, flowerbeds, trees, shrubs, slabbed areas, outside walls and fences;
"Home"	refers to the property let to you including any garden, garage, outbuilding, fence or wall let with the property but not a garage or garage site which is let to you separately. The boundaries of your home are defined by the physical boundaries of your property at the date of this agreement. It does not include any shared areas;
"Housing Benefit"	is the means tested welfare benefit available to help pay for some or all of your Rent and Service Charges (but excluding Supporting People Charges);
"Improvement"	any alteration or addition to your home;
"Legislation"	a general term meaning Regulations and Acts of Parliament;
"Lodger"	a person who lives with you whether or not they pay you and includes non-dependants for the purposes of Housing Benefit;
"Maisonette"	a flat with more than one floor;
"Member of your Family"	this includes parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child;
"Month"	refers to calendar month;
"Neighbours"	your neighbours include people living in the local area, including those who own their own homes, and other landlords' tenants;

<b>"Partner"</b>	means your spouse or someone who lives with you as husband or wife (including same sex partners);
<b>"Pets"</b>	includes any domestic animal, reptile, insect or fish.
<b>"Rent Free Weeks"</b>	There are four of these: two at Christmas, one at Easter and one at the end of March. They apply subject to clause 2 of Section 6 and have the same meaning as defined in Regulation 70 of the Housing Benefit (General) Regulations 1987;
<b>"Security of Tenure"</b>	Your right to live in your home. By law, we cannot evict an Assured tenant from a property unless a court grants an "Order for Possession" on ground(s) set out in Schedule 2 of the Housing Act 1988 or by an order of court under the Anti Social Behaviour Act 2003. These are summarised in Section 7 of the Conditions of Your Tenancy Agreement;
<b>"Shared areas"</b>	the parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, bin chutes, shared gardens, lawns and landscaped areas;
<b>"Spouse"</b>	your husband or wife or person you lived with as husband or wife (including same sex partner);
<b>"Sublet"</b>	giving another person the right to live in part of your home to the exclusion of you and your family from that part;
<b>"Supported Housing Services Agreement"</b>	means the separate legal agreement for services provided by a provider (other than Halton Housing Trust). These are fundable by the Supporting People Grant where the tenant is eligible. The provision of these services is fundamental to the granting of this Tenancy Agreement (where applicable);
<b>"Transferring Tenant"</b>	means a tenant who was a secure or introductory tenant of Halton Borough Council at the time of the Transfer to Halton Housing Trust;
<b>"Transfer/Transfer Date"</b>	the transfer in ownership of your home and the whole of Halton Borough Council's housing stock to Halton Housing Trust and the date it took place;
<b>"Vehicle"</b>	a car, bus, lorry, motorbike, bike, boat, caravan and so on;
<b>"We, us, our"</b>	Halton Housing Trust Limited;
<b>"Written consent"</b>	a letter from us giving you consent to do certain things;
<b>"Year"</b>	means 52 weeks unless there are 53 Mondays when a Year will mean 53 weeks;
<b>"You"</b>	the tenant, and in the case of joint tenants, any one or all of the joint tenants.



## **SECTION 2 - YOUR RIGHTS AS A TENANT**

You have the following rights:-

### **1. Occupation of Your Home**

You have the right to live peacefully in your home without interruption or interference from us as long as you keep to the terms of this tenancy agreement. However, we may have to enter your property in certain circumstances, as explained in Clause 14 of Section 6.

### **2. Security of Tenure**

You are an Assured tenant with security of tenure as long as your home is your only or principal home. We can only end the tenancy by obtaining a court order for possession on one or more of the grounds listed in Section 7 or if Clause 3 (below) applies.

### **3. If Your Assured Tenancy Ends**

If you stop living in your home as your only or principal home your tenancy may stop being an Assured tenancy. If your tenancy does stop being an Assured tenancy, we may end your tenancy by giving you four weeks notice in writing and obtaining a court order for possession unless you have abandoned or surrendered your home.

### **4. Right to Make Improvements**

You may make the type of improvements to your home as listed below, as long as you get our Written Consent and all other necessary approvals (for example, planning consent or Building Regulations approval) beforehand:

- (i) alterations, improvements, additions or removals to the structure, fixtures or fittings of your home (including textured wall or ceiling finishes);
- (ii) alterations, improvements, additions or removals to the electrical, gas or water apparatus systems or equipment for their supply;
- (iii) erect a telecommunications aerial or equipment longer than 1.5 metres, or a satellite dish.

If you have our consent and start work of this sort, you agree to complete it within a reasonable time (as agreed by us) in accordance with the standard of workmanship and any other conditions which we set. Where the proposed improvements relate to electrical or gas apparatus systems or equipment our consent will always be conditional upon the work being carried out by a suitably qualified person/contractor. (This may include an obligation to put your home back into its original condition when your tenancy ends.)

You agree that you will pay us the reasonable cost of any works of re-instatement, or completion of unfinished work, if the work has not been carried out as agreed and within the agreed timescale.

We may also ask your neighbours views when considering an application for improvements or alterations which may affect them.

If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this tenancy agreement under Ground 12 of Schedule 2 of the Housing Act 1988.

## 5. **Right to Compensation for Improvements**

If you carry out certain improvements to your home and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This will be explained further at the time you apply for consent to carry out the works.

## 6. **Right to Repair and Compensation**

6.1 You have the right to require us to appoint a contractor ("the Second Contractor") if Qualifying Repairs are not carried out on time by the first contractor appointed by us.

6.2 You have the right to receive compensation where the Second Contractor has not carried out the Qualifying Repairs on time.

6.3 Qualifying Repairs and the level of compensation payable by us are set out in a legal document called the "Secure Tenants of Local Authorities (Right to Repair) Regulations 1994". These may be amended by Parliament from time to time. Full details of these are available on request.

## 7. **Right to Consultation**

We will consult you on any matters affecting housing management services and maintenance.

## 8. **Right to Information**

You have a right to information from us about:

- the terms of this tenancy agreement;
- our responsibilities as landlord;
- our policies and procedures;
- our policy on housing allocation and transfers;
- equal opportunities;
- our principles for fixing rents and service charges;
- our performance as landlord; and
- Information on arrangements for consultation.

## 9. **Right of Succession**

This is the right for someone to take over the tenancy when you die.

If you are joint tenants, the surviving joint tenant will take over the tenancy as a sole tenant on condition that they occupied the home as their only or principal home at the time of your death. There are no further rights of succession after this.

If you are a sole tenant and as long as you are not a successor (as defined at sub-Clause (vi) below), the following persons have a right to succeed to this tenancy:

- (i) your Spouse provided that they occupied your home as their only or principal home at the time of your death;

- (ii) If you have no surviving Spouse, a Member of your Family may succeed as long as:-
- they occupied your home as their only or principal home; and
  - they lived with you throughout the period of 12 months ending with your death;
- (iii) If there is more than one person entitled to succeed as your Spouse they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy;
- (iv) If more than one Member of your Family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. When we have decided we will tell everyone involved the person to whom we will offer the tenancy;
- (v) The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in sub-Clauses (iii) and (iv) above;
- (vi) You are a successor if:
- you were a joint tenant and have become the sole tenant;
  - you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;
  - you gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or
  - you gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant;

This does not apply to any succession before the date of Transfer.

#### 10. **Right to Assign to a Qualifying Successor**

You have the right to assign your tenancy to a person who would qualify to succeed to the tenancy upon your death. An example of where an assignment is used is where the tenant moves into residential care accommodation leaving a Member of your Family entitled to succeed as tenant (subject to Clause 9 above).

#### 11. **Right to Exchange**

You have the right to exchange this tenancy with that of another tenant of a registered social landlord or Halton Housing Trust or a Council or a new town as long as you have written consent from us beforehand. We will not refuse this unreasonably. You will also need to sign a Deed of Assignment to make the exchange lawful. We will provide the Deed of Assignment for you to complete. Any exchange carried out without our written consent and the completion of a Deed of Assignment will be in breach of this tenancy agreement and will be regarded as unlawful. You will have the right to be registered with HOMES and HOMESWAP.

12. **Preserved Right to Buy**

- (i) If you had the right to buy your home before the Transfer you continue to have the Preserved Right to Buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. This right will also apply if:
- you have succeeded to this tenancy under Clauses 10 or 11 above; and/or
  - you have exchanged with another of our tenants.
- (ii) You do not have the Preserved Right to Buy your home if:
- you live in sheltered housing or other housing excluded from this legislation (full details available on request);
  - you are not a Transferring Tenant and have only become the tenant of this property after the Transfer as a result of a mutual exchange. This does not affect your Right to Acquire.
- (iii) You **may** lose your Preserved Right to Buy if you exchange with a tenant of another landlord.

13. **Right to Acquire**

You have the Right to Acquire your home under the Housing Act 1996, unless you live in the type of housing excluded by that legislation such as sheltered housing or other excluded housing (full details available on request).

Where you have both the Preserved Right to Buy and the Right to Acquire you cannot exercise both rights at the same time.

## SECTION 3 - OUR RESPONSIBILITIES AS LANDLORD

### 1. Your Right to Possession

We will not interfere with your right to possession of your home provided you fulfil all of your obligations under this tenancy agreement.

### 2. Repairs

We will:

(i) keep the structure and exterior of your home and its installations (including shared areas in the case of flats) in a good state of repair. The structure and exterior includes:

- Drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
- The roof;
- Outside walls, outside doors, windowsills, window catches, sash cords, window frames, including necessary outside painting and decorating;
- Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration;
- Chimneys, chimney stacks and annual service of solid fuel systems and flues but **NOT** including sweeping;
- Pathways, walkways, hallways, balconies, steps or other means of access;
- External plasterwork or rendering;
- Integral garages and stores;
- Boundary walls, gates and fences, if they exist at the start of the Tenancy or are later erected by us, adjoining footpaths, rights of way, garage accessways or any roads not maintained by the Council and owned by us; and
- Access paths, passageways and alleys owned by us.

(ii) keep in a good state of repair and proper working order the installations provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. Installations include:

- Basins, sinks, baths, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps;
- Electric wiring including sockets, light fittings and switches;
- Water heaters, fireplaces, fitted fires and central heating installations and gas pipes;

- Rubbish disposal unit (where appropriate);
- Shared Fire Alarm Systems;
- Shared Door Entry Systems;
- Shared TV/VHF aerial system;
- Hard-wired Pull Cord Systems;
- Hard-wired Smoke Detectors (where applicable); and
- sprinkler systems.

For more detailed information please see the Repairs Handbook.

Please note that where repairs or replacements are necessary because of damage caused by you, your family, lodgers and/or visitors you may be charged the reasonable costs of repair or replacement. Damage caused other than by fair wear and tear may also be relied upon as a ground for possession proceedings against you.

3. To keep in good repair any fixtures and fittings supplied by you for which the Council had accepted responsibility in writing prior to the Transfer.

4. **Shared Areas**

We will keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas including their electric lighting clean, tidy and in reasonable repair and fit for use by you and other occupiers and visitors to your home where we currently do so.

5. **Consultation**

We will consult you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to, our housing management services and maintenance (other than amounts charged for Rents, Service Charges and/or Supporting People Services).

6. **Provision of Information**

We will:

- (i) publish a summary of the rules for deciding priority in allocating housing, including transfers and exchanges;
- (ii) publish information at least annually about tenancies, housing management performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman.

7. **Data Protection and Access to Personal Information**

The Data Protection Act 1998 (including any amendments made) and our own policies on confidentiality apply to this tenancy agreement and your rights to access personal information.

We will allow you to inspect information about you which is held by us in the form of computerised data. We will also allow you reasonable access to other personal

information held about you or members of your family (provided that this shall not apply to information provided to us in confidence by third parties). You may correct or record your disagreement with the information held by us. There may be a reasonable charge to cover our costs.

8. **Discrimination**

We agree not to discriminate against you or members of your household on grounds of race, ethnic origin, religion, gender, (including reassigned gender), disability or sexual orientation, or any other reason.

9. **Rent Card**

We agree to provide you with a rent card containing all the information required by law, and a tenant handbook.

## **SECTION 4 - OUR RIGHTS AS LANDLORD**

### **1. Right to Seek to Recover Possession**

We may seek to recover possession of your home on the grounds listed in Section 7 after first giving notice to you of our intention to apply to the Court for an order for possession or Demotion. In extreme cases, we may ask the Court to excuse us from giving notice before starting proceedings. The Court has to agree that it is just and equitable to do so.

### **2. Right to Access**

We have the right to gain reasonable access to your home in the circumstances described in Clause 14 of Section 6.

### **3. Right to Fix Wires etc**

We have:

- (i) the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your home for the purpose of supplying radio and television diffusion service to any other property;
- (ii) the right to install and maintain or improve in your home and in the shared areas cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems.



## SECTION 5 - YOUR PAYMENTS

### 1. Payment of Rent and Service Charges

You must pay your Rent, Service Charges and Supporting People Charges (if any apply) when due. If you do not pay your Rent or other charges, then we can go to Court for an order to evict you. If you have difficulty paying your Rent or other charges you should contact us immediately.

### 2. Changing Your Rent

(i) We will increase your Rent on the first Monday in April 2006, 2007, 2008, 2009 and 2010 **by no more than** the change in the Retail Price Index (all items) published in the previous October plus 0.5% plus £2.17 a week.

(ii) From the first Monday in April 2011 and every year after that we may (in accordance with Sections 13 and 14 Housing Act 1988) increase your rent once every year if we give you at least one month's notice in writing of the increase.

You must then pay the full amount shown in the notice unless either we and you agree to an alternative figure or you ask a Rent Assessment Committee to set a rent for you. This rent will be the most we can charge for one year from the date specified in the notice unless you and we agree otherwise.

(iii) We will not increase your Rent more than once a Year.

### 3. Changing Your Service Charge (if this applies)

(i) If you receive services (indicated by a charge on page [ ] of this tenancy agreement), we may increase your Service Charges once every year if we give you at least one month's notice in writing of the increase.

(ii) You will be asked to pay a Service Charge based on our estimate of the sum we are likely to spend in providing services to you over the coming year. That will be the Service Charge we will ask you to pay for the year.

(iii) At the same time we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your Service Charge for the coming year. If we have undercharged you, we will increase your new Service Charge.

(iv) We will give you a certificate showing what is included in your Service Charge. When you receive your certificate, you have the right, within six months of receiving your certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a reasonable charge to cover the cost of any copying.

(v) We can only make reasonable Service Charges and the services or work we do must be of a reasonable standard. If you believe that your Service Charge is unreasonable (in terms of amount charged or standard of work) you can apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable. Further details are given in the Tenants' Handbook.

(vi) We will not increase your Services Charges more than once a year without your prior consent.

- (vii) We may set up a sinking fund to be applied to any unusually heavy cost planned for in the foreseeable future.

**4. Supporting People Charge (if this applies)**

- (i) If you receive Supporting People Services (indicated by a charge for Supporting People Services on page [ ] of this tenancy agreement) we will increase the Supporting People service charge at the same time as your Rent and Service Charges by giving you one month's written notice in advance.
- (ii) The annual increase (if any) to the Supporting People Charge will be made in accordance with the levels set by the Supporting People Administering Authority.

**5. Replacing Provision of Existing Supporting People Services**

Where the Administering Authority for the Supporting People Grant have carried out an independent review of the Supporting People Services provided by us and decide that they will no longer make payments of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People Services ourselves. We will take every reasonable step to ensure a smooth transition to enable the alternative external provider to continue to provide the Supporting People Housing Services you currently receive (where applicable). You will be required to enter into a Supported Housing Services Agreement with the new provider and Clause 6 in the Particulars of your Tenancy Agreement will apply.

**6. Adding to Existing Services**

We may, after consulting with you, increase, add to or vary your services. Any increase in cost would be reflected in your Service Charges and/or Supporting People Charges.

## SECTION 6 - YOUR RESPONSIBILITIES AS A TENANT

You have the following responsibilities:-

### 1. Possession

- (i) To live in the property as your only or principal home.
- (ii) To tell us as soon as practicable if you will be away from your home for more than one month so that we know that you have not abandoned your home.

### 2. Payment

- (i) To pay the Rent and any Service Charges (as listed at the start of this Tenancy Agreement) when due (on each Monday, a week in advance).
- (ii) If you have a joint tenancy you are both jointly and individually responsible for all the payments due and for any arrears. This means that if one joint tenant leaves we can recover all or any of these amounts from the joint tenant who stays in the home. We can also recover these amounts from the joint tenant who leaves. The joint tenancy continues whether or not both joint tenants live in the home until either one or both of the joint tenants serves a notice to quit or we have taken steps to end the tenancy and have obtained a court order for possession.
- (iii) We operate a 48 week payment collection period which allows four Collection Free Weeks **PROVIDED THAT** you are not in arrears.
- (iv) If you have arrears of Rent and/or Service Charges, you must continue to pay off the arrears during the Payment Free Weeks.
- (v) No adjustment by way of a refund will be made if you stop being a tenant before a Payment Free Week.

### 3. Supporting People Charges

- (i) To pay the Supporting People Charges (as listed or as set out in the Supported Housing Services Agreement, if they apply) when due. We reserve the right to seek possession if you fail to co-operate with the provision of this service (where provided) and/or no longer require the Support Services provided.

### 4. Arrears and Advance Payments

- (i) If you have made any advance rent payments (known as credits) or have rent (or any other charge) arrears on your rent account when you sign this Tenancy Agreement we will:
  - add the amount of any credit you have to your rent account to the oldest liability first (this is known as crediting your account); or
  - add any arrears you have to your rent account (this is known as debiting your account).
- (ii) By signing this Tenancy Agreement, you are agreeing that we will treat any arrears of rent that you owe to the Council on your home before the date of this Tenancy Agreement as current arrears owed to us. We may claim these arrears as if your old tenancy agreement was still in force and this Tenancy Agreement

had not been granted. The repayment rate is as set out on page 4 of the Particulars of Tenancy.

- (iii) If you leave your present home to become our tenant in another home:
- we will also be entitled to use all rent payments made on your new home to pay off any arrears on your old home;
  - we will also be entitled to use any rent credits you have built up on your old home to cover the rent of your new home; and
  - in normal circumstances, we will expect you to clear your existing rent account before a transfer or exchange of homes can take place.
- (iv) If you have more than one outstanding charge (eg charges for damage caused to your home as explained in Clause 12(v) below as well as rent arrears) any money paid to us by you may be paid towards the oldest debt first provided that we have told you beforehand.

## 5. **Anti-Social Behaviour, Nuisance and Annoyance**

You (or anyone living with you or visiting your home or locality, including children) must not:

- (i) act in anti social manner towards any person living in, visiting or otherwise engaging in a lawful activity in their home or the locality. Anti-social behaviour consists of behaviour which causes or is likely to cause harassment and/or alarm and/or distress to others.
- (ii) do or incite or allow others to do anything to be done which causes or is likely to cause, a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in your or their home or the locality.

Examples of anti-social behaviour, nuisance, annoyance or disturbance could include:

persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; using DIY tools late at night and/or in the early hours of the morning; playing ball games close to someone else's home; discarding litter; throwing stones; use of air rifles; pellet guns and other projectile devices.

## 6. **Racial and Other Harassment**

You (or anyone living with you or visiting your home or locality, including children) must not commit or incite or allow others to commit any form of harassment on the grounds of race, religion, age, gender, (including reassigned gender), sexual orientation, disability or other status which may interfere with the peace and comfort of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful activity in your or their home or in the locality.

Examples of racial and other harassment include:

- behaviour causing alarm or distress;

- language causing alarm or distress; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive, insulting letters or graffiti.

**The examples of anti social behaviour, nuisance, annoyance, racial and other harassment listed in paragraphs 5(ii) and 6 above are not exhaustive or exclusive.**

**7. Noise**

You (or anyone living with you or visiting your home, including children) must not play or allow to be played any radio, television, record, tape recording, compact disc, mini disc, DVD or musical instrument or operate any other equipment so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home.

**8. Domestic Violence and Abuse**

You (or anyone living with you or visiting your home, including children) must not:

- (i) inflict violence or threaten violence against any other person living with you or living elsewhere;
- (ii) harass or carry out mental or sexual abuse which makes anyone who lives with you leave the home;
- (iii) use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our employees, agents or contractors or anyone on official business.

**9. Halton Housing Trust Employees, Agents and Contractors**

You (or anyone living with you or visiting your home, including children) must not act in an anti-social manner or cause nuisance or annoyance to any of our employees, agents or contractors engaged in any housing management related activity in the locality.

**10. Drugs and Drug Dealing**

You (or anyone living with you or visiting your home, including children) must not use your home to make, take or store any drug (unless there is a genuine medical use for you or anyone living with you or visiting your home); or cultivate, manufacture, supply or sell any drug.

**11. Use of Your Home**

You must:

- (i) use your home as a private dwelling;
- (ii) not overcrowd your home by allowing more people to live there than the permitted number shown on your rent card;
- (iii) not carry on a trade or business or allow a trade or business to be carried on at your home without getting our written consent beforehand and any necessary planning and other consents where required. If our consent is given and the trade or business disturbs or causes nuisance or annoyance to your neighbours, our consent will be withdrawn;

- (iii) not display any business advertisement, sign or notice on your home without getting our written consent beforehand, which may be withheld at our discretion.
- (iv) not use your home, any shared area or the locality for any illegal, criminal, immoral or improper purposes.

Examples of illegal or immoral purpose includes but are not limited to:

the storage of stolen goods; the cultivation, manufacture, preparation or storage of any controlled drug; the supply or offer to supply controlled drugs or intoxicants to others; the possession of any controlled drugs with the intention to supply to others; the running of a brothel; using the premises as a resort or haven for those committing crime and/or nuisance/annoyance in the locality.

## 12. Care of Your Home

You must:

- (i) keep your home in a clean and tidy condition (including shared areas in the case of flats), in particular you must not place any item or items or allow any item or items to be placed in such a position (either inside or outside your home) so that access to and from your home or to and from any neighbouring property or land is obstructed.
- (ii) not store in your home (or any shared areas) petrol, liquid petroleum gas or similar combustible or inflammable fuels, other than for immediate use in domestic appliances. (Fuel in a tank of a motor vehicle or lawnmower properly kept on a drive or hardstanding or in an outbuilding is excluded from this provision.)
- (iii) However, if your home is a flat, maisonette or group dwelling, you agree not to use or store any of the non-domestic items listed in (ii) above in it, including any shed or store forming part of the building, unless you first obtain our written consent.
- (iv) not store in your home any type of firearm or firearm ammunition unless you have a permit;
- (v) not damage, deface or put graffiti on your home or any part of our property. You may have to pay the reasonable costs for any repair or replacement arising from any damage caused to your home or any other property by your family, visitors, including children or lodgers. These costs may be charged in addition to your rent and recovered as explained in Clause 4(iv) above;
- (vi) if you occupy a flat, you must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of any obstructions. This duty must be shared equally between all residents. Failure to comply with this obligation could result in us carrying out this work ourselves and re-charging you for the reasonable costs;
- (vii) not put up any fixtures such as satellite dishes, television or radio aerials without getting our written consent beforehand and, where required, planning consent and/or building regulation approval from the Council;

- (viii) if you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first got our consent in writing.
- (ix) take all reasonable steps to prevent damage to your home by fire, frost, the bursting of water pipes or the blocking of drains. The [Tenants Handbook] contains practical advice on how you can avoid damage of this kind;
- (x) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;
- (xi) not tamper or interfere with equipment for the supply of services or other security and safety equipment. Shared area doors should not be jammed open and strangers should not be let in shared areas without identification.

The terms of this tenancy agreement hold you responsible for the unreasonable behaviour of every person (including children) living with you or visiting your home or locality.

### 13. **Internal Decoration and Reporting Repairs**

You must:

- (i) notify us promptly of any disrepair or defect at your home or the shared areas or in any installation to your home or in the shared areas which are our responsibility;
- (ii) keep the inside of your home in a clean condition and decorate all internal parts of your home as often as is necessary to keep them in reasonable decorative order. Please note that you must not use any materials containing asbestos. It is your responsibility to check and make sure that the materials you use are asbestos free. Use of asbestos is harmful to health. Please see the Tenants Handbook for more details.
- (iii) pay the total reasonable costs of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children. You have a duty to take reasonable care of your home and any shared areas internally and externally.

### 14. **Access**

You must:

- (i) allow us, or anyone working for us, including contractors acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency; and
- (ii) Clause (i) above applies to inspections, repairs and other works to the installations in your home, such as gas, electricity and water. We have a statutory duty to inspect the gas installations. Failure to allow access for servicing of gas installations shall result in court proceedings against you to obtain access. We will ask the Court to make you responsible for the costs of court proceedings if you deny or obstruct access unreasonably.

- (iii) not obstruct access to your home, either directly (for instance by refusing consent to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).

**15. Rubbish and unwanted items**

You must:

- (i) dispose of rubbish, safely and securely wrapped, in dustbins provided or in refuse sacks placed in the dustbin area, or in refuse chutes where these are provided;
- (ii) dispose of hazardous items such as glass, asbestos or medical products (such as hypodermic syringes or medication) safely, and to contact our offices for advice if necessary;
- (iii) not dump rubbish or unwanted items;
- (iv) keep common parts clean and free from obstructions; and
- (v) not throw any item out of the window of your home.

**16. Shared Areas**

If you share any shared areas with other tenants/residents you must:

- (i) keep all the shared areas clean except where we provide a cleaning service and for which a service charge is made;
- (ii) keep them free from obstruction, rubbish and defacement;
- (iii) not throw anything from any landing, balcony, corridor or window in your home or in the areas shared with your neighbours;
- (iv) keep noise in shared areas to a reasonable level to avoid causing a nuisance to others; and
- (v) not drive or allow your lodger(s) or visitor(s) to drive across or damage footpaths or grassed areas or verges.

**17. Garden**

You must:

- (i) maintain any garden which is part of your home in a reasonable and tidy condition;
- (ii) not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction. You agree to take responsibility for removing them if they do. (Note: Advice will be given on request);
- (iii) not cut down or remove any tree or hedge (excluding pruning) at your home without getting our written consent beforehand;
- (iv) not encroach on any property which has not been let to you. You must not allow anyone else to encroach on the boundaries of your home either and must report any attempted encroachment to us promptly.



If your garden is overgrown (and there is no good reason why you cannot do the work yourself) we may clear it and charge you the reasonable costs in doing so.

Under certain circumstances we may give you help with garden maintenance, where you have legitimate difficulties in doing the work yourself. See leaflet about our garden assistance scheme.

For more detailed information please see the Tenants Handbook.

## 18. **Fencing**

You must:

- not erect walls or fences or alter, move or interfere with existing boundary features without getting our written consent beforehand. If you break this condition we may require you to return the boundary to its original state or we may do the work ourselves and charge you the reasonable costs to do so; and
- maintain the fencing which is erected by you and is your responsibility to a reasonable standard.

For more detailed information please see the Tenants Handbook.

## 19. **Pets and Animals**

Pets and animals can cause a health hazard, nuisance or injury to other people. They can also cause damage to property. You may keep the usual domestic pets such as a dog, cat, small caged animal or bird.

- (i) Any pet or animal that you keep will be your responsibility in all respects. You must take steps to make sure that any of your pet(s) and/or animal(s) do not cause a health hazard, nuisance or injury to others or damage to property.
- (ii) You must obtain our prior written consent if you wish to keep or bring into your home any reptile or animal defined in the Dangerous Wild Animals Act 1976 and/or any dog specified as dangerous in the Dangerous Dogs Act 1991.
- (iii) You must clean up any fouling caused by your pet or animal.
- (iv) After transfer, any structures (for example, aviaries, pigeon lofts and ponds) will require our written consent **before** construction. This is to make sure that no danger, nuisance or damage is likely to be caused to you, your neighbours or our property.
- (v) Any structure to keep a pet or animal which is proved to have been constructed before transfer and for which you have written consent from the Council will not require our written consent again after Transfer.
- (vi) Any consent given will be withdrawn where your pet causes a health hazard, nuisance or damage. Nuisance includes excessive or persistent noise. In some cases the number of animals in your home can be the cause of nuisance even if they are well behaved.

## 20. **Parking**

You must not:

- (i) park on your garden without having:
  - an approved hardstanding; and
  - approved access or pavement crossing.

Approval means consent from us, the Highways Agency and planning consent from the Council (where required).
- (ii) park or allow visitors or lodgers to park on grass verges, other landscaped areas or use estate car parks for any purpose other than parking;
- (iii) park any large vehicle (e.g. weighing over 3.5 tonnes) or any caravan, motorhome or boat on the property without our prior written consent;
- (iv) park any large vehicle (e.g. weighing over 3.5 tonnes) or any trailer, caravan, motorhome or boat on any shared parking area;
- (v) obstruct access to any other property, garages, service road or block access for vehicles by the parking of any vehicles by you, your lodgers or visitors.

## 21. **Repair of Vehicles**

You must not carry out repairs to any motor vehicle at your home except repairs to your motor vehicle or a member of your household's. Where repairs are carried out, you must:

- (i) carry out the repairs on the driveway of your home or in the garage if you have one;
- (ii) not cause excessive noise, dust or spillage;
- (iii) not cause a nuisance, annoyance or disturbance to your neighbours, visitors or any other person engaged in a lawful activity within the locality;
- (iv) not carry out the repairs in such a manner so as to create a danger to your neighbours, visitors or any other person engaged in a lawful activity within the locality.

## 22. **Matrimonial and Other Court Proceedings**

You must tell us within a month or as soon as reasonably practicable about the outcome of any legal proceedings which result in a court order affecting your tenancy or rights of occupation.

## 23. **Assignment, Exchange, Sub-letting and Lodgers**

- (i) You must not assign or exchange your home without getting our written consent beforehand. If consent is given, it may be subject to conditions;
- (ii) You must not sub-let your home. You may sub-let part of your home if we have given you our written consent. Under no circumstances may you part with possession of the whole of your home.

- (iii) You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must notify us in writing of the lodgers name as soon as you can after he or she moves in. This does not mean that you can sub-let or give up possession of part of your home, for this you must get our written consent. If you are in receipt of Housing Benefit you must also give details of the lodger to the Halton Borough Council.
- (iv) Where deterioration of your home or any shared areas is due to the neglect or default of your lodger, sub-tenant or visitor, you are required to take whatever steps as are reasonable for the removal of the lodger, sub-tenant or visitor.

#### 24. **Overcrowding**

You must not allow your home to become overcrowded. If you are in doubt about the maximum number of people who can live in your home you should contact us at your local housing office.

#### 25. **How You May End The Tenancy and Move Out**

If you wish to end your tenancy, you must:

- (i) give us a minimum of 28 days notice to quit in writing to end on a Sunday. If you are joint tenants, any one of you can end the tenancy and we will decide if any of the other joint tenants can stay in the home.
- (ii) give us vacant possession of your home and return all the keys by midday on the Monday after the last Sunday when your notice to quit has ended. If you install any fixtures, most of these will become our property, which you must not remove when the tenancy ends. If there is an item you wish to take with you, then you should obtain our consent in writing before you remove it. If you remove fixtures, you will be charged the reasonable cost of them being replaced. We may compensate you for certain fixtures – see Clause 5 of Section 2 Your Right to Compensation for Improvements;
- (iii) remove all furniture, personal possessions and rubbish;
- (iv) leave your home in reasonable decorative order and in a clean and hygienic condition. You must pay the reasonable costs for repair or replacement if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you (including children). You will not have to pay for normal wear and tear; and
- (v) agree a time for a final inspection by us so that we can agree:
  - a joint record of the condition of your home at the end of your tenancy. If you do not, we will hold you responsible for any damage (other than fair wear and tear) caused to your home.
  - any compensation due for any qualifying improvement carried out by you with our prior consent.

We would ask that you allow access to prospective tenants and our staff to view your home within the final 28 days of your tenancy.

We accept no responsibility for anything you leave at your home at the end of the tenancy. If any items are found in your home after you leave, we will assume that you no longer wish to keep

them, they will be removed and you may be charged a reasonable amount for the cost of removal and disposal.

## **SECTION 7 - HOW HALTON HOUSING TRUST MAY END THE TENANCY**

We can apply to end your tenancy on some, but not all of the grounds which come from Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996 and referred to here as "Schedule 2"). This does not exclude the right to apply for an injunction or the Anti-Social Behaviour Act 2003 (or any replacement Act of Parliament).

If we intend to get a court order against you we will give you at least four weeks' notice in writing unless we are using Grounds 12, 14 or 14A under Schedule 2 when the notice may be less than four weeks.

Where we apply for a court order under the Anti-Social Behaviour Act 2003 we will give you two weeks' notice in writing unless it is an extreme case.

We may ask the court for permission to dispense with any notice before we start any court proceedings where violence or the threat of violence has occurred and is likely to recur.

Where we are using Schedule 2 of the Housing Act 1988 we will only try to get a court order on the following grounds:

- (i) the tenancy has been inherited under a will or on intestacy but that person is not entitled to succeed to it (Ground 7);
- (ii) where we have offered you suitable alternative accommodation (Ground 9) and we can show that:
  - we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
  - your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or
  - you took over the tenancy as a successor and there are too few people living in your home considering its size. This Clause will not apply where the successor is a spouse or a person living with you as your husband or wife (including same sex partners) where succession leads to under occupation.
- (iii) you have not paid the rent you owe; (Ground 10);
- (iv) you have broken, or failed to keep to any of the conditions of this tenancy agreement; (Ground 12);
- (v) you or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant has damaged your home and you have not taken all reasonable steps to evict that person from your home; (Ground 13);
- (vi) you or anyone living in or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person living, visiting or otherwise engaging in a lawful activity in the locality or you or anyone living in or visiting your home has used your home for an illegal or immoral purpose or been convicted of an arrestable offence in or in the locality of your home; (Ground 14);

- (vii) you lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of domestic violence and we can show that the partner who has left is unlikely to return; (Ground 14A);
- (viii) you or anyone living in your home has damaged any furniture provided for use under the tenancy. Your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken all reasonable steps to evict that person from your home; (Ground 15);
- (ix) we let you your home because of your job and you no longer have that job; (Ground 16);
- (x) you, or someone acting on your behalf, made a false statement to get this tenancy from us; (Ground 17);

These are the only Grounds under Schedule 2 of the Housing Act 1988 that we will use to get a court order against you as an Assured tenant. As long as you keep to this agreement you have the right to live peacefully in your home without interference from us.

We will not use Grounds 1 to 6, 8 and 11 in Schedule 2 of the Housing Act 1988. Further details of these are available on request.

[Suggest separate from tenancy agreement but can sent out at same time as tenancy.]

[tear  
off  
strip]

### Housing Benefit

- (i) If you receive housing benefit at the beginning of or at any other time during the tenancy, you can arrange for the Council to pay the benefit direct to us. If you prefer we can make these arrangements for you. If the housing benefit does not cover all of the amount you owe us, you must pay the rest.

I/We [insert name], consent to housing benefit being paid direct to Halton Housing Trust

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This Clause does not override the Housing Benefit (General) Regulations 1987 with regard to circumstances which housing benefit can be paid direct to Halton Housing Trust without your consent.

- (ii) The law does not allow us to pass information about your tenancy to the Council's Housing Benefit Section without your consent.

I/We [insert name], consent to us providing information about my/our tenancy by computer to the Council's Housing Benefit Section.