



# Tenancy Agreement

Dear Tenant

I would like to welcome you to your new Leeds City Council home.

Your tenancy agreement and this booklet outline your rights and responsibilities as a tenant and those of Leeds City Council as a landlord. Your tenancy agreement is a legally binding contract between yourself and Leeds City Council.

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

May I take this opportunity to wish you long and happy stay as a tenant of Leeds City Council.

Neil Evans

Director  
Department of Neighbourhoods and Housing

**This form is available in large print.  
Please contact Your Local Housing Office.**

#### English

If you would like this document in another language, please contact your local Housing office or One Stop Centre.

#### Albanian

Në qoftë se ky dokument kërkohet në gjuhën shqipe, ju lutem kontaktoni Zyrën e Strehimit të rajonit tuaj ose qendrën "One Stop".

#### Arabic

إذا أردت هذا المستند باللغة العربية؛ الرجاء الاتصال بمكتب إسكانك المحلي أو بمركز الخدمة الشاملة.

#### Bengali

আপনি যদি এই নথিটি বাংলা ভাষায় পেতে চান তাহলে দয়া করে আপনার স্থানীয় হাউজিং অফিস অথবা ওয়ান স্টপ সেন্টারের যোগাযোগ করুন।

#### Cantonese

如欲索取本文件的中文版本，請聯絡你的地區房屋辦事處 (Housing Office) 或一站式中心 (One Stop Centre)。

#### Chinese

如需協助填寫這份表格者  
請前往該區房屋服務辦事處求助

#### Farsi

اگر شما مایل هستید که این مدرک را به زبان فارسی داشته باشید، لطفاً با اداره سازمان مسکن یا مرکز وان استاپ (One Stop) محلی خود تماس بگیرید.

#### French

Si vous désirez recevoir ce document en français, veuillez contacter votre Bureau de Logements local ou votre Centre d'Accueil.

#### Hindi

यदि आप यह दस्तावेज हिन्दी में लेना चाहें, तो कृपया अपने स्थानीय हाउसिंग ऑफिस या वन स्टॉप सेंटर से संपर्क करें।

#### Kurdish

ئەگەر ئارەزووی ئەم دوکیۆمیڤێنتە دەکەیت بە زمانی کوردی، ئەوا تکایە پەیوەندی بەکە بە ئوقیسی هاوسینی ناوچەکەمی خۆتەرە یاخود سەنتەری وان-ستۆپ.

#### Polish

Jeśli chcesz przeczytać ten dokument po polsku, prosimy o kontakt z lokalnym biurem Housing Office lub One Stop Centre.

#### Portuguese

Se quiser este documento em Português, por favor contacte o *Housing Office* ou o *One Stop Centre* da sua área.

#### Punjabi

ਜੇਕਰ ਤੁਸੀਂ ਇਹ ਡਾਕੂਮੈਂਟ (ਦਸਤਾਵੇਜ਼) ਪੰਜਾਬੀ ਵਿਚ ਲੈਣਾ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਆਪਣੇ ਸਥਾਨਕ ਹਾਊਸਿੰਗ ਆਫਿਸ ਜਾਂ ਵਨ ਸਟਾਪ ਸੈਂਟਰ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

#### Urdu

اگر آپ یہ دستاویز اپنی زبان میں چاہتے ہیں تو اپنے مقامی ہاؤسنگ آفس سے یا ون سٹاپ سینٹر سے رابطہ قائم کریں۔

# 1. ABOUT YOUR TENANCY AGREEMENT

- 1.1 **There are two main types of Council tenancy.**
- 1.2 They are:
  - an **introductory** tenancy
  - a **secure** tenancy
- 1.3 As an introductory tenant you have **fewer legal rights** than a secure tenant.
- 1.4 If you are an introductory tenant, the section on the front of the Agreement will be completed showing when the introductory tenancy will end if there are no breaches of this Agreement.
- 1.5 If you are transferring to a property from another Leeds City Council property as a secure tenant or if you are transferring as an assured tenant of a registered social landlord such as a Housing Association your tenancy will be secure straight away. You will not have to be an introductory tenant.
- 1.6 Your introductory tenancy is a **trial period**. You must show us that you are responsible enough to keep the property. To do this you must:
  - **not behave anti-socially, cause a nuisance or harass other people; and**
  - **pay your rent on time; and**
  - **look after the property.**
- 1.7 As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant.

If you do not comply with the terms of your Introductory Tenancy, the council has the right to extend an Introductory Tenancy by an additional six months. Before taking this action, the Council must advise you of its intention and give you the right to request a review of the decision to extend your Introductory Tenancy.

The Council can also apply to the court for an eviction order. The Council must tell you why it is evicting you and give you the right to request a review of the decision, but we do not need to prove in court that it is reasonable to evict you.

If we have not taken any action that could lead to the extension of your introductory tenancy or possession of your home, you will automatically become a secure tenant on the date written on your tenancy agreement.

- 1.8 If you become a **secure tenant**, you must still behave responsibly and keep to the rules of this Agreement – but if we want to take possession of the property you would have the right to put your case at a court hearing. The council also has the right to demote your Secure Tenancy to a tenancy with fewer rights. A judge would then decide if we could evict you or demote your tenancy. We would have to show that we have a valid reason to evict you or demote your tenancy. These are called ‘grounds’ and are defined by law. Before going to Court we would have to serve you with a Notice of Intention to Seek Possession or a Notice of Intention to Demote your tenancy setting out our reasons for serving the Notice.

Introductory Tenants **DO NOT** have this right. You get this right if you become a secure tenant.

- 1.9 You do **not** have some of the **rights** in this Agreement during your introductory tenancy. You will get these rights if you become a secure tenant. Rights which apply only to secure tenants are marked like this:

Introductory Tenants **ONLY**  
This does not apply when you become a secure tenant.

- 1.10 You have an extra **responsibility** during your introductory tenancy. You do not have this responsibility if you become a secure tenant. It is marked like this:

- 1.11 Any tenancy given to someone under the age of 18 is conditional upon a responsible person signing this Agreement on their behalf as trustee. That person accepts that any Notices or demands for payment served under this Agreement can be served on the trustee until the tenant reaches the age of 18.
- 1.12 **Make sure you have read and understood the leaflet “Welcome To Your Introductory Tenancy”. It describes the procedure we have to go through if we want to evict you. Ask at your Neighbourhood Housing Office if you have not seen a copy.**
- 1.13 Some of the rights and responsibilities of the Council under this Agreement may be exercised or provided by other agencies on behalf of the Council. Those agencies may enforce this agreement on the Council’s behalf including recovery of any payments due.

## 2. TENANT'S RESPONSIBILITIES

### 2A YOUR RENT

- 2.1 You must pay your rent and any other charges for the property. They must be paid on time. Your rent is due on Monday but you can pay in advance every two weeks or every month if you prefer.

However you choose to pay, you must make sure that your account is clear at the end of each week.

If you believe that you may be entitled to Housing Benefit, it is your responsibility to claim Housing Benefit. You must ensure that you provide all the information requested to process your claim.

Please ask at your Neighbourhood Housing Office about the different ways in which your rent and other charges can be paid, eg by direct debit or standing order. You can also pay at post offices in some areas.

We calculate the rent due for a year (52 weeks) and divide that by 48. If you keep your rent up to date we will ask you to pay on 48 out of 52 weeks each year. This means that there are some weeks when you do not need to pay rent. We will tell you which weeks these are.

If your account is in arrears, you must pay on these weeks as well so that your arrears can be reduced.

If any money is to be paid to you by your landlord, for example, as compensation for damage to your property or decorations or for home loss and disturbance, the Council reserves the right to pay that money onto your rent account if you are in arrears.

- 2.2 If you do not pay your rent, or persistently pay it late, the council can go to court to get legal permission to evict you from the property. The Council can also seek a County Court Judgement for the rent and enforce that through the Court. If you have any difficulty paying your rent, contact your Neighbourhood Housing Office immediately.

We reserve the right to raise charges for letters and visits needed because your account is in arrears. No charge will be made for a first letter but details of further charges if your account is not cleared will be set out in the letter. Any charges made will be added to your rent account.

We will consult with tenants and tenants' groups before we introduce charges and will give at least 6 weeks' notice of our intention to do so including a copy of any scale of charges.

- 2.3 If you are **joint tenants** you are each responsible for all the rent and other charges and for any arrears. The Council can recover all rent, other charges and any arrears owed for your home from any individual joint tenant. The Council always has the choice of which of the joint tenants it pursues for any sums due.
- 2.4 The rent may be increased or decreased from time to time – usually in April. You will be told in writing at least four weeks before any rent change.
- 2.5 Some tenants pay for services provided with the tenancy with an extra charge paid with their rent. You will be told about this if you are one of these tenants. If you **do** have a tenancy like this, a breakdown of the charges is shown on page 1 of this Agreement. There may also be extra terms that apply to your tenancy. These will be attached to the back of your Agreement.

This would apply if for example you had a furnished tenancy or were in the heat lease scheme.

We will tell you in writing, at least four weeks before any change to these charges.

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

## **2B ACCESS TO THE PROPERTY**

- 2.7 **You must allow the Council access to the property at reasonable written notice** (usually 24 hours) for the following purposes:
  - a) to carry out repairs or other necessary works or safety checks whether or not the Council has, or has assumed, responsibility for such works, or
  - b) to carry out repairs or other necessary works to common areas (such as stairs, lifts, landings, walkways, entrance halls, drying

areas, bin stores, paved areas, shared gardens or parking areas) or neighbouring properties owned by the Council.

- c) to carry out annual gas safety checks, or
- d) to inspect the condition of the property, or
- e) to allow prospective tenants to view the property during the final 28 days of your tenancy when you have served a notice of termination or during the 28 days immediately prior to the expiry of any Notice of Intention to Seek Possession served upon you, or
- f) for constructing, installing, inspecting, repairing, renewing, maintaining and removing pipes, conduits, wires and cables. Access for this purpose must also be given to statutory undertakers (such as British Gas, Transco and Yorkshire Water).

**In cases of emergency** such as gas, water or sewage leaks or where buildings or electrics are unsafe **you agree** that the Council can enter the property without giving you written notice, and whether you are there or not, in order to inspect the property and carry out any repairs required to deal with the emergency.

If you do not let us have access you could be putting yourselves and your neighbours at risk. We can take legal action to enter the property and you may have to pay the costs, or you may be prosecuted for obstruction.

Never let anyone in without first seeing some official identification. (If you are in doubt contact your Neighbourhood Housing Office during office hours or the emergency number at other times – these numbers are on your rent card).

## 2C USING THE PROPERTY

Introductory  
Tenants ONLY  
This does not  
apply when you  
become a  
secure tenant.

- 2.8 If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must get the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission unless there is a good reason (such as the person being likely to cause a nuisance or overcrowding).

2.9 **You must** use the property as your only or principal home. If you don't use the property as your only or principal home, we will take action to end your tenancy.

2.10 **You must** tell your Neighbourhood Housing Office in writing if you will be away from home for more than 28 days. (This is so we know that you have not abandoned your home).

**You agree** that the Council can enter the premises (whether or not you have been away from home for 28 days or more) where it reasonably appears that you have abandoned the premises.

**You also agree** that if following inspection of the premises it still appears to the Council that you have abandoned the premises, the Council may change the locks and take any other appropriate steps to protect the premises and may dispose of all personal property found in the premises in accordance with the Torts (Interference with Goods) Act 1977.

**You also agree** that the Council will recharge you with the reasonable cost of changing the locks, making the premises safe and disposing of any personal property found in the premises.

**You also agree** that you will accept any liability to any other person for the loss of any property belonging to such a person and disposed of by the Council following your abandonment.

2.11 **You must not** tamper with gas or electricity supplies or with meters.

2.12 **You must not** allow the property to become overcrowded. If you are unsure about this, ask at your Neighbourhood Housing Office for advice.

2.13 **You must not** keep mopeds or motorbikes inside the property or in indoor communal areas (such as stairs, lifts, landings, walkways, entrance halls or indoor drying areas). If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must get written permission first. This will normally be granted.

2.14 **You or anyone living with you or visiting the property must not** run a business from the property without getting the Council's written permission first. We will not normally refuse permission unless the business would cause a nuisance or annoyance or might damage the property.

2.15 **You agree** that any reasonable costs or liability incurred by the Council as a consequence of your breach or failure to perform any part of this Agreement will be repayable in full upon your receipt of an invoice from the Council. You also agree that the City Council can use any money at any time due from the Council to the tenant towards discharging your liability under this section.

Those things for which the Council will recharge include:

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

## 2D COMMUNITY RESPONSIBILITIES

2.16 **You are responsible** for the behaviour of every person (including children) living in or visiting the property. You are responsible in the property, on surrounding land, in communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) and in the locality around the property including shopping centres, bus shelters, and other public areas.

2.17 **You** (or anyone living with you or visiting the property) **must not** act in any way which is anti social or which is, or is likely to cause a nuisance to any other person. Nuisance includes behaviour that is harmful, offensive, annoying, disagreeable or interferes with the quiet enjoyment of any other person. Examples of nuisance include:

- noise nuisance such as loud music, loud televisions, shouting or arguing, banging doors, burglar alarms, DIY work;
- dog barking or fouling or allowing your dog to cause a nuisance or annoyance to others in the locality;
- offensive drunkenness;

- selling or possession of drugs, drug abuse and leaving drug related litter and needles;
- use of premises for unlawful activity;
- rubbish dumping;
- excessive vehicle repairs and noise and debris arising from vehicle repairs;
- storing scrap;
- playing ball games in the streets or close to someone else's home in a way which causes or is likely to cause a nuisance.

This list is not exhaustive.

2.18 **You** (or anyone else living with you or anyone visiting the property) **must not** harass any other person. Examples of harassment include:

- Using racist or homophobic behaviour or language;
- using or threatening to use violence;
- using abusive or insulting words;
- damaging or threatening to damage another person's home or possessions;
- causing damage to another person's property by writing any graffiti;
- engaging in public disorder;
- doing anything that interferes with the peace, comfort or convenience of other people.

2.19 **You** (or anyone living with you or anyone visiting the property) **must not** make false or malicious complaints about the behaviour of any other person.

2.20 **You** (or anyone living with you or anyone visiting the property) **must not** use the property or any communal area (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) for any illegal activity such as selling drugs, burglary or theft from any premises or of any vehicle or property.

2.21 **You** (or anyone living with you or anyone visiting the property) **must not** damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement.

- 2.22 **You** (or anyone living with you or anyone visiting the property) **must not** interfere with security or safety equipment in multi-storey flats or communal blocks of flats or maisonettes or sheltered housing complexes. You must not jam, prop or leave shared entrance doors open and strangers should not be let in without identification. You must co-operate with security staff.
- 2.23 **You** (or anyone living with you or anyone visiting the property) **must not** break any of the Councils byelaws. You can ask to see the byelaws at a public library.
- 2.24 **You** (or anyone living with you or anyone visiting the property) **must not** inflict domestic violence or threaten violence against any other person (living with you or living elsewhere). You (or anyone living with you or visiting the property) must not harass or use mental, emotional, racist or sexual abuse to make anyone who lives with you leave the property. The Council may still take action for domestic violence even if a case does not go to court.
- 2.25 **You** (or anyone living with your or visiting the property) **must not** keep any animal in or near the property except if this is permitted by Council Policy on Pets in Council Houses. You must not keep any illegal animals. Even if the Policy allows you to keep an animal you must not allow it to annoy or frighten other people and you must keep your animal in a responsible manner and under control. It must not damage Council property.
- Please ask at your Neighbourhood Housing Office for details of the policy.
- 2.26 **You** must ensure that you co-operate with any support provider(s) to enable you to maintain your tenancy.
- 2.27 **You** (or anyone living with you or visiting the property) **must** co-operate with the Council and your neighbours to keep any communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) clean, tidy and clear of obstruction.
- 2.28 **You** (or anyone living with you or visiting the property) **must not** drop or throw any items from multi-storey blocks of flats, maisonettes or any other premises.

2.29 **You** (or anyone living with you or visiting the property) **must not** park a vehicle anywhere on your property except on a 'hardstanding' (a driveway or paved area intended for parking). You must get the Council's written permission before installing a hardstanding. We will not refuse permission unless there is a good reason.

Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or any communal parking areas without the Council's prior agreement in writing. We will not refuse permission unless there is a good reason. You (or anyone living with you or visiting your home) must not park anywhere that would obstruct emergency services.

2.30 If the property has a designated resident's parking space, only you and your legitimate visitors can park there. **You must not** rent or sell the parking space to anyone else.

2.31 **You** (or anyone living with you or anyone visiting the property) **must not** undertake car repairs in a manner which causes a nuisance to your neighbours or park an illegal or unroadworthy vehicle on the land around the property or on roads within the locality of the property.

2.32 **You** (or anyone living with you or visiting the property) **must not** allow the premises to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.

2.33 **You** (or anyone living with you or visiting the property) **must not** put up structures such as sheds, garages or pigeon lofts anywhere on the property without getting the Council's written permission first. Permission will not be unreasonably withheld.

2.34 **You must** make sure your garden is tidy. For example lawns must be cut and hedges trimmed. If the garden is overgrown – and there is no good reason why you cannot do it – the Council can clear it and charge you for the work. You must get the Council's written permission before removing any fencing. We will not refuse permission unless there is a good reason.

2.35 **You** (or anyone living with you or anyone visiting the property) **must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas (such as stairs, lifts, landings,

walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) unless the material is kept safely in suitable storage facilities.

- 2.36 **You must** only put household refuse in containers or chutes provided by the council or in bin bags. You must not allow rubbish to accumulate in the property or any garden or communal areas whether or not it is in bin bags. You must not place non recyclable materials in recycling bins.
- 2.37 **You must** not paint the exterior of the property or apply any exterior finish such as render without first obtaining the Council's written permission.

## 2E REPAIRS AND IMPROVEMENTS

- 2.38 **You must** report any disrepair or damage immediately to your Neighbourhood Housing Office. Make sure you get or are sent a written confirmation saying that we have got your request for a repair **and that you keep the confirmation in case you want to make an enquiry later.**

**If you do not get confirmation or you are not happy about the repairs we say we will or will not do you should complain in writing to your Neighbourhood Housing Manager under the Council's complaints procedure.**

**The Council will seek to use independent mediation services to deal with disputes between it and its tenants about repairs, which cannot be resolved by using the Council's complaints procedure. Tenants are strongly encouraged to use this service as it aims to be quicker, less costly and more informal than litigation.**

- 2.39 If the problem you report comes under the Council's responsibilities we will carry out the repairs. If it does not we will give you the opportunity to do the repair within a reasonable time. If you do not carry out the repair **we can carry it out and charge you for the cost of doing it.**
- 2.40 **You are responsible** for small repairs like the filling of minor cracks in internal plasterwork including preparatory work for redecoration; lock changes when keys are lost; replacing lost or broken keys; replacing fuses and electric plugs; replacing plugs and chains to sanitary ware; and replacing clothes lines.

**If you are not sure what is your responsibility, ask at your**

## **Neighbourhood Housing Office.**

- 2.41 **You must** allow Council workers or people sent by the Council into the property to inspect or carry out repairs. See Section 2.7 for details of when the Council is entitled to access to the property.
- 2.42 **You must not** make improvements, additions or structural alterations to the property without getting the Council's written permission first. See section 3.3 for details of a tenant's right to make improvements. We will not refuse permission unless there is a good reason.

You must not make any installations which may be unsafe or dangerous to anyone. This might include deep ponds or earth removal.

If you make an improvement, additions or structural alteration to the property without getting our written permission first we can tell you to return the property to how it was before or to do works to a satisfactory standard or to do works to make the property safe. If you do not, the Council will do the work and charge you for it.

**You must not** make any improvements, additions or structural alterations to communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas).

- 2.43 The Council does not insure the contents of the property. You are advised to arrange adequate householder's comprehensive insurance cover to protect your possessions. **The Council operates a low cost insurance scheme for which you can pay an extra charge with your rent.** If you wish to join this scheme please ask at your Neighbourhood Housing Office.
- 2.44 The Council will not be responsible for any damage to your property including decorations or loss from the property which happens through fire, flood, theft, burst pipes or similar events, unless it can be shown that this is caused by the Council's negligence, breach of contract or breach of statutory duty. (Note this does not affect the Council's duties to repair set out in Clause 4.3 and you may have a claim if these duties are not kept to).

## 2F LEAVING THE PROPERTY AND ENDING YOUR TENANCY

- 2.45 **You must** tell your Neighbourhood Housing Office in writing at least four weeks before you want to leave the property. This four-week “notice” time must end on a Monday and you must return your keys to the Neighbourhood Housing Office before 12 o’clock midday on that final Monday. You may hand your keys in before the “notice” expires but you may be charged rent for the whole period.
- 2.46 **You agree** that the Neighbourhood Housing Office may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf.
- 2.47 **If you leave the property after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you.**
- 2.48 **You will be responsible for paying the rent or a sum equivalent to rent until whichever of the following dates is the latest:**
- the date upon which any notice to terminate expires, or
  - the date upon which you leave the property, or
  - (in the event of you failing to give written notice or to return the keys) the date upon which the Council takes possession.
- 2.49 **You must** leave the property, the fixtures and fittings and any furnishings we have provided in reasonable condition when you go. **Do not leave any of your belongings or any rubbish behind – the Council will dispose of them in accordance with the Torts (Interference with Goods) Act 1977 and you will be charged for the reasonable cost of disposal.**
- 2.50 **You must** pay your rent in full before you leave. If you cannot clear your rent in full you must ensure that you leave a forwarding address and make an arrangement to pay the balance.
- 2.51 **You must not** leave anybody else living in the property when you move out.

Introductory Tenants **ONLY**  
This does not apply when  
you become a secure tenant.

2.52

You must not attempt to pass on your tenancy (called “assignment”) to anyone else.

- 2.53 If you are evicted; or abandon the property; or still owe rent or other charges or money for any other payment due under this Agreement when you move out this may affect how quickly you will be given another Council property in the future.
- 2.54 If you take up another Council tenancy and you still owe money from a previous tenancy you agree that those arrears can be transferred from your previous tenancy onto your current consolidated rent account and you will be expected to clear those arrears in addition to payments of current rent. This applies whether you move directly from one tenancy to another (transfer) or whether you left the first property some time ago.
- 2.55 If you are **joint tenants** any one of you can end the tenancy by giving the Council four weeks' notice. That notice will end the tenancy of both/all joint tenants. The Council will then use its lettings policy to decide if the other joint tenant(s) can stay in the property with a new tenancy agreement. There is no automatic right for the other joint tenants to stay in the property.

## 3. TENANT'S RIGHTS

### 3A USING THE PROPERTY

Introductory Tenants **DO NOT** have this right. You get this right if you become a secure tenant.

- 3.1 **You have the right** to take in lodgers. A lodger is someone who lives with you but does not have any exclusive right to any one part of the property, and they will receive some sort of service from you such as cooking and cleaning.

Introductory Tenants **DO NOT** have this right. You get this right if you become a secure tenant.

- 3.2 **You have the right** to sub-let, but you must get the Council's written permission first. Consent will not be unreasonably withheld. Sub-letting means that someone who lives with you pays you rent to have an exclusive right to occupy part of the property. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property under any circumstances.

You are advised to obtain legal advice before sub-letting the property or taking in lodgers.

## 3B REPAIRS AND IMPROVEMENTS

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.3 **You have the right** to put in your own improvements such as central heating, a shower or a gas fire, **but** you must get the Council's written permission first before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval and you must ensure that any work is carried out by a competent person who must comply with all relevant rules and regulations.)

3.4 **You will be responsible** for repair and maintenance of any installations, appliances or materials in the property following your own improvements but if for any reason the Council needs or chooses to take steps to repair, maintain or inspect your improvements the costs incurred will be recharged to you. For example, it will be our legal responsibility to check, service and maintain gas fires and heaters, pipework and flues even if they have been fitted by you.

## 3C LEAVING THE PROPERTY AND ENDING YOUR TENANCY

3.5 **The law** says that if you die, the tenancy of the property will pass to your husband, wife or civil partner. It can pass to a member of your family (person living with you as husband, wife or civil partner, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) if the family member/s has been living with you for the previous twelve months.

3.6 If you die while you are still an **introductory** tenant, any person who takes over your tenancy will also be an introductory tenant. They will become a secure tenant on the date shown on the front of this Agreement. If you die when you are a **secure** tenant, the person who takes over your tenancy will be a secure tenant immediately.

3.7 If you have taken over the tenancy following the death of the previous tenant the tenancy does not go to someone else if you die. We **may** agree to give them a **new** tenancy under our Letting Policy and allow them to stay in the property but there is no automatic right to stay.

3.8 If the tenancy passes to a member of your family and the home is bigger than they need this is one of the grounds for possession. We will offer them a suitable alternative property. If they do not accept that offer we have the right to ask the Court to give us possession of the property.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.9 **The law says that certain secure tenants have the right** to buy their homes if they have been tenants of a council or any other public sector landlord (eg housing associations), or lived in armed forces accommodation, for a qualifying period. The length of the qualifying period will depend on the date the tenancy started (it does not need to have been a continuous period), and what the law prescribes. There are some cases in which there will be no right to buy, for example if the property has been adapted for elderly or disabled people.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.10 You have the right to pass your tenancy to another person (called an Assignment). Certain conditions apply to this right. Generally you can only pass your tenancy in this way to someone who would have the right to take over your tenancy if you died (succession). Please ask your Neighbourhood Housing Office for more details.

### 3D MOVING TO ANOTHER COUNCIL PROPERTY

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

**3.12 You have the right** to see our policy for deciding who gets offered a council property. You also have the right for a free copy of a short summary of these rules. Ask at your Neighbourhood Housing Office.

**3.13 You have the right** to swap your property (called an “exchange”) with another tenant of the Council, a housing association or another local council, but you must get the Council’s written permission first and the written agreement of any other landlord involved.

The Council can refuse permission or impose conditions on an exchange only in certain circumstances. Ask at your Neighbourhood Housing Office for further details.

**If you exchange without our written permission we will take legal action to evict you. You will not be able to return to your original property and will not be offered alternative housing.**

## **3E TENANT INVOLVEMENT**

**3.14 You have the right** to start or join a local tenants’ group. Ask at your Neighbourhood Housing Office for information about groups in your area or about how to start one.

# **4. COUNCIL’S RESPONSIBILITIES**

## **4A COMMUNITY RESPONSIBILITIES**

**4.1 Everyone has the right to enjoy life in their own way providing they do not upset people living near them. A good neighbour will tolerate and understand the different lifestyles of others. There will be occasions when the Council will decide to take action to evict tenants because of anti-social behaviour. If you are evicted for anti social behaviour or other action is taken against you this may affect your chances of being rehoused by the Council. Please see our Lettings Policy for details.**

4.2 **We will** give you, and anyone living with you, help and advice on how to report anti-social behaviour.

## 4B REPAIRS AND IMPROVEMENTS

4.3 **We will** repair and maintain:

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

4.4 **We will** paint the outside of the property at regular intervals. We are not responsible for decorating the inside of the property.

4.5 **We will** do repairs in a reasonable time. We will give you or send to you written confirmation of your request for a repair (unless it is an emergency). You should keep this confirmation in case you want to make an enquiry later.

4.6 **We will** clear up after a repair. In some cases a decoration grant may be available to assist with the cost of redecoration. Ask at your Neighbourhood Housing Office for details.

4.7 **We can** ask a Judge to give us possession of the property because work needs to be done to it. This includes cases where you or a person residing in the property has caused the condition of the property to deteriorate or where we need to carry out major repairs or redevelop or demolish the property. In some cases you will be entitled to temporary accommodation while work is carried out or you may be entitled to an offer of alternative permanent accommodation.

4.8 **If you agree to a temporary move we have the right to take possession of your temporary property when the work on your original property is finished.**

## 4C TENANT INVOLVEMENT

- 4.9 **We will** ask your views about any of the Council's housing plans if they substantially affect you – for example we will consult you about modernisation or improvement work that is planned for the property or your area. We will involve you or your tenants' group in local housing issues.
- 4.10 **We will** send you a special housing report every year that describes our work and performance. It will tell you how the service is paid for and how your money is spent.
- 4.11 **We will** deal with your complaints efficiently and effectively. If you need to make a complaint contact your Neighbourhood Housing Office.
- 4.12 We do not have to consult you about increases or decreases to the rent or any other charges but we will tell you in writing at least four weeks before any rent or any other charges are changed.
- 4.13 We will ask your views about any other changes to this Agreement and you will be told in writing if such changes are to go ahead.

## 5. SERVICE OF NOTICES

- 5.1 Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the City Council notifies you that its address for service is the Director of Department of Environment and Neighbourhoods, Merrion House, 110 Merrion Centre, Leeds LS2 8BB.
- 5.2 Pursuant to Section 196 Law of Property Act 1925 any Notice required by law to be served on the Tenant or Occupier shall be validly served if it is left at the address shown on the front of this Agreement or if it is posted to that address and not returned by the Post Office.

## 6. ADVICE

If you wish to discuss this Agreement with a representative to the Department of Environment and Neighbourhoods you should contact your Neighbourhood Housing Office or The Housing and Advice Centre.

A translation of the Agreement is available in the following languages

**Albanian, Arabic, Bengali, Cantonese, Chinese, Farsi, French, Polish, Hindi, Kurdish, Portuguese, Punjabi, Urdu**

This can also be made available in large print and braille.

Information leaflets are also available regarding this Agreement.

**By keeping to this Agreement, you will help the Department of Environment and Neighbourhoods to meet its vision to create better neighbourhoods and healthier communities.**