



**TENANCY AGREEMENT
AND CONDITIONS**

**St Albans City & District Council
Civic Centre
St Peter's Street
St Albans
Hertfordshire AL1 3JE**

Introduction

We welcome you to St Albans District Council Housing Service. We hope you are happy in your new home.

This is the tenancy agreement between us (St Albans City & District Council) and you (the tenant). It sets out both your and our rights and responsibilities, including those relating to paying your rent and service charges as well as looking after your home and estate. It sets out how we expect you, members of your household, and visitors to behave and what you can expect from us.

Your responsibilities are –

- Paying your rent
- Respecting your neighbours
- Upkeeping good cleanliness and maintenance of the property and local area
- Providing access to your property for Council staff and Contractors when required
- Keeping to the conditions set out in this tenancy agreement

Personal Information and Photographs

You are required to provide a photograph of all persons named on the tenancy agreement. This information is the personal data of those people. We are processing data for the purposes of preventing fraud, which we have a legal obligation to do. We process all personal data in accordance with the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025. We set out the details of how we collect, store, use and dispose of your personal data in our privacy notice on the Council's website. If there are any changes in respect of the tenancy e.g. name change on marriage, death or divorce then you are required to complete a change of tenancy form and provide proof of this via a relevant certificate before any changes are made.

About your tenancy agreement

This is a legally binding contract therefore by signing this agreement, you agree to become a tenant of St Albans City & District Council and to keep to the conditions of this agreement.

If you are a new tenant of St Albans City and District Council, you may be an introductory tenant for the first year of your tenancy. If this tenancy is an introductory tenancy, it will automatically change to a secure tenancy one year from the date of this agreement unless, during this period, we have started court proceedings to gain possession of the property. Certain rights do not apply to introductory tenants. These are set out in this agreement.

The rent you pay does not include any heating, water and service charges and other charges unless these are shown below. We may change your rent and any water or service charges at any time by giving you at least 28 days written notice.

If you breach the conditions detailed within this agreement, you may lose your home under grounds set within the Housing Act 1985.

1. Secure tenancy agreement

This is a tenancy agreement between:
'Us' St Albans City and District Council (SADC)
AND:
'You' the Tenant(s)

Type of Tenancy

(The Housing Officer completing your sign up will tick the type of tenancy you are given)

* Mark as appropriate

*An introductory tenancy under the Housing Act 1996. It will last for one year

from (DD/MM/YYYY) _____

until (DD/MM/YYYY) _____
(Unless extended)

After this date it will automatically become a secure tenancy, unless we have begun possession proceedings against you, or we have extended your introductory tenancy.

*A secure tenancy under the Housing Act 1985.

Full name of Tenant(s):

For the property (address)

Description of the property:

Please note that you must not use or enter the loft.

Type of property house/ flat/ bedsit/ maisonette/
bungalow

Number of rooms	
Access to garden	Shared/ exclusive
Access to front door	Shared/ exclusive
Number of sheds	
Garden and patio	Front/ rear with/without

Tenancy commencing: (DD/MM/YYYY)

The weekly charge for the property at the start of your tenancy is as follows:

Charge	Amount
Rent	£
Service charge/s (These are charges levied by the Council towards the costs of providing and maintaining services and benefits beyond the occupation of the dwelling). The Service Charge shall be calculated by us by apportioning the cost of providing the services on a fair and reasonable basis between the dwellings which benefit from the services.	£
Water rates and sewage	£
Heating and hot water	£
Ground's maintenance	£
Communal Cleaning	£
Communal lighting	£
Communal facilities	£
Window cleaning	£
Other	£
TOTAL	£

I/We confirm that I/We have read, understood, have a copy of and agree to the conditions of this tenancy agreement

Tenant/s name and signature

On behalf of SADC

Name:

X _____

Name:

Name of Joint Tenant (if applicable)

X _____

Position:

X _____

X _____

Date:

Date:

2. Our Responsibilities

2.1 Your right to live in the property

We will not interfere with your right to live in the property if you comply with the conditions of the tenancy. If you breach the conditions of the tenancy we may apply to the Court for possession.

2.2 We will maintain and repair the structure of the building, the outside of your home and any shared areas

We will keep the structure of the building, the outside of your home and any shared areas in good repair, including:

- drains, gutters and outside pipes;
- the roof;
- outside walls, outside doors, window sills, window catches, sash cords, glazing putties and window frames (including painting these);
- walls inside your home, skirting boards, doors and door frames, door jambs, floors and ceilings (not including painting and decorating these);
- shared parts such as shared entrances, halls, stairways and passageways;
- chimneys and chimney stacks although we will not sweep chimneys;
- pathways, steps or other means of access to your front door and any outbuilding we have provided.

2.3 Repairing installations

We will keep the following in good repair and proper working order.

2.3.1 The installations for supplying water, gas and electricity, and for taking away waste water and sewage excluding those installed by the tenant or for which the tenant has taken on responsibility. We have a legal obligation to ensure that all gas appliances and flues provided in our properties are checked within 12 months of the previous Gas Safety Check. Therefore, you must provide us access to your home.

2.3.2 Heating systems and water-heating systems if we have provided these or accepted responsibility for these.

2.3.3 Basins, sinks, baths, toilets, flushing systems and waste pipes.

2.3.4. Electric wiring, gas pipes and water pipes.

2.3.5 The lift service and other shared facilities located in communal spaces including:

- rubbish chutes, bins and other installations for dealing with rubbish;
- electric sockets and light fittings but not including light bulbs, except in shared areas; and
- other facilities provided for tenants, such as shared gardens, play areas, laundries and drying rooms

2.3.6 Further information is available in the Repairs Handbook.

2.3.7 If you make a Right to Buy application for your property, we will only carry out emergency works to your home. If at a later date you cancel your Right to Buy application, we will revert back to our full repairing obligations

2.4 Period for repairs

We will carry out any repairs which are our responsibility within a reasonable period of time, depending on how urgent the repair is. You can find out the timescales for completing repairs in the Repairs Handbook in the Housing section of the Council's website.

2.5 Maintaining the structure of your home and any shared areas

We will maintain the structure of your home and any shared and communal areas as part of the planned programme. To ensure access to the roof structure you are not allowed to store any items in the loft. See also clause 3.13.7.

2.6 Payment of rent

- 2.6.1 If you are late paying your rent, we will contact you to find out the reasons for this before we start legal proceedings to recover rent arrears or to repossess your home.
- 2.6.2 Where possible we will check that you are receiving all the benefits you are entitled to before we take any action. We will refer you to our Tenancy Sustainment Service and Money Advice at least 28 days before any court referral for any housing debt.
- 2.6.3 If you owe any rent or court charges from a tenancy you have previously held with us you agree to pay these as well as your weekly rent. These are called former tenant arrears.
- 2.6.4 If you are in debt to any previous tenancy you have held with us, we are entitled to set any payment you make against this. If you have credit in your account, we reserve the right to use this credit against former tenant arrears.
- 2.6.5 Additionally, if we owe you money, we are entitled to credit either your current or a former rent account.
- 2.6.6 If you owe rent you will be in breach of the terms and conditions of your tenancy. We will not give permission to make improvements to the property, change any tenancy details, transfer to alternative accommodation carry out a mutual exchange, keep pets or erect a satellite dish.

2.7 Anti-social behaviour and harassment

- 2.7.1 Anti-social behaviour includes all types of behaviour which prevents you or any of your neighbours from enjoying your homes. It is conduct that has caused or is likely to cause harassment, alarm or distress to any person. It is also conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises or conduct capable of causing housing related nuisance or annoyance to any person.
- 2.7.2 If you report anti-social behaviour to us, we will provide advice and assistance and we will investigate your complaints. We will record and investigate all reports of anti-social behaviour, and we will maintain contact with you to ensure you are aware of the actions we have agreed to take.

2.7.3 We will act immediately to investigate and deal with any reported incidents of harassment and/or hate crime and take appropriate action.

2.8 Providing information and consultation

2.8.1 We must consult with you both individually and/or as a member of a recognised group on any plans that are likely to affect your tenancy, property or the local area. You can make comments, a formal complaint or give a compliment about the service. We will encourage and support tenants who wish to get involved with the Housing Service and have their say on the issues that matter to them via Resident Associations, focus groups, community afternoons, surveys or our Tenant and Leaseholder Forum.

2.8.2 We will provide you with information about the services we deliver and our standards, our housing management policies, our statutory requirements and how we are performing as a landlord. This information is available on the Council website. Other formats for information are available by contacting the Housing Department.

2.9 Changing your agreement

2.9.1 Before we change this agreement, we will consult you about any changes we are planning to make and consider your comments within a reasonable set amount of time. We will then confirm the changes. This does not apply to changes to your rent or any other charges or other payments for services we provide or if there is a change in the law.

3. Your responsibilities

3.1 Living in the property

3.1.1 You must live in the property provided by us throughout the period covered by this tenancy agreement (not including holidays). If you do not do this you may lose your home.

3.1.2 If you are leaving your home for longer than one month, before you leave you must obtain permission in writing from the Housing Department to continue your tenancy. If you do not tell us that you will be away from your home for more than one month, we will assume that you have abandoned your home. We will then take legal action to gain possession of your property. If you subsequently return you will be responsible for our legal costs.

3.1.3 If you move to any other property, you must contact the Housing Department within four weeks. If you do not live in the property covered by this agreement, you will be breaking the terms of the tenancy and we will take legal action to gain possession of the property. You will also be responsible for our legal costs.

3.1.4 During your tenancy, you must not, (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must inform the Housing Department in writing if you own a residential property or have another residential lease or tenancy.

If you inherit a property, you must tell us, but this condition can only be broken once you have owned, or part owned the property for more than 12 months.

In deciding whether you have broken this tenancy condition we will consider:

- Whether the other residential property is fit to live in
- Whether the other residential property is only suitable for use as a holiday home
- Whether the other residential property is suitable for your household taking into account any disabilities or medical problems you have and any other relevant circumstances
- Whether it would be reasonable in all the circumstances for you to sell the other residential property

3.2 Rent and other charges

3.2.1 You must pay your rent and other charges when they are due on or before the first Monday of the rental period. This must be paid in advance. Your rent and other charges are due every week. This is payable in several ways, debit card, credit card, direct debit, or through a standing order. You are also able to pay at any bank at a post office, paypoint, our automated telephone service or via our website.

3.2.2 We can increase or reduce your rent by giving you four-week written notice. The service charge will usually be reviewed at the same time as the rent.

We may also review the service charge if there is a change to a service we are already providing, a new service charge which you may have to pay for or if we introduce a charge for an existing service we provide. We will consult you on any changes and provide a Notice of Variation specifying the date it will take effect.

3.2.3 We will always give you notice of increases to other charges, but it may not be possible to give four weeks' notice.

3.2.4 We will increase the rent by serving Notice of Variation in accordance with Section 102 Housing Act 1985.

3.2.5 If you are owed any compensation or overpaid rent by us, any outstanding debt such as rent, service charges, court costs or any other debt to the Council will be deducted before payment is issued. This does not apply to compensation payments ordered by the Housing Ombudsman.

3.2.6 If you leave your home for any reason without paying rent or any charges and without any agreement to pay, we will give your details to a debt collection agency to help us recover any money you owe us.

3.3 Assigning the tenancy and subletting your home

You must not assign the tenancy or sublet part of your home without first getting our written permission. You must not accept payment in money or kind for any assignment of your home. You must not sublet your property as a whole. If your tenancy is an introductory tenancy, you must not sublet the whole or any part of your home. If we find that you are in breach of this condition, we will take legal action to end your tenancy.

3.4 Exchanging the tenancy (Mutual Exchange)

If your tenancy is an introductory tenancy, you must not exchange it. Once the tenancy becomes secure, the following will apply.

3.4.1 You must not exchange the tenancy without our written permission. We will not withhold permission unreasonably.

We will give you our permission if you meet the legal requirements as set out in Schedule 3 of the Housing Act 1985 and/or schedule 14 of the Localism Act 2013. (the Schedule used depends upon the type of tenancy all parties to the exchange hold). For example:-

- You are up to date with your rent, service charges and court costs and do not owe any other money to the Housing Department
- You have not breached any of the terms and conditions of your tenancy
- Your home is suitable for the new tenant's family;

3.4.2 The grounds for withholding consent to a mutual exchange are in accordance with Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011. Further details are included in the Mutual Exchange Policy on the Council's website.

3.5 Lodgers and new members of the household

If your tenancy is an introductory tenancy, you must not have a lodger. Once your tenancy becomes secure, the following will apply.

3.5.1 You cannot take in a lodger without first obtaining our written permission. We will not withhold permission unreasonably, as long as taking in a lodger would not lead to your home becoming overcrowded.

We will not give our permission if you live in a studio/bedsit or one bedroom property or if the property is designated for an elderly person.

To apply for our written permission, you should write to the Housing Department.

3.5.2 Where a person requires a live in carer to assist them in their home then written consent should first be sought from the Housing Department.

3.5.3 If you wish for anyone to move into your home then you must obtain our written consent beforehand. Consent will not usually be withheld unless you have been housed as a result of violence from that person or that person is subject to restrictions imposed by the Police or any other department of the Council.

3.5.4 You must not allow anyone to give your address as a bail address unless you have obtained our written permission beforehand.

3.5.5 If you do take in a lodger or allow anyone else to live in your home then you must inform the Housing Benefit Service or DWP (Department for Work and Pensions) at the time they move in if you are receiving any benefits.

3.6 Improvements, additions or alterations to your home

While the tenancy is an introductory tenancy you must not carry out improvements, decorate the outside of your house or make alterations to your home, or add any installations. We will allow secure tenants to carry out certain works provided the conditions below are adhered to and your account is in credit

3.6.1 You should get our written approval before carrying out any alterations, improvements, decorating the outside of your house adding any installations to the property, in respect of the electrical, gas or water heating apparatus and cabling works.

- 3.6.2 All works must be undertaken by qualified and registered contractors with the appropriate levels on insurance. Once started this work must be completed within a reasonable time to the standards shown in our permission.
- 3.6.3 You will be responsible for the maintenance of any alterations or damage caused by the alteration when it is undertaken or in use in the future. We may ask you to reinstate any works before you leave the property. If you are unable to carry out the ongoing maintenance, we will do the work and recharge you for it. Further details on obtaining permission can be found in the Repairs Handbook.
- 3.6.4 You must not install any materials that are likely to cause nuisance anywhere in or around your home (for example laminate flooring, wooden flooring or ceramic floor tiles) unless you have our permission in writing. If we give permission, you must demonstrate that you have made adequate arrangements in respect of sound insulation to prevent nuisance to neighbours.
- 3.6.5 If you do not get our permission for works, you may have to apply for retrospective permission, or we will require you to remove them. There may be an administrative charge for any retrospective application for permission. If you do not remove them, we may ask the court to order you to remove them. You will also be responsible for our costs in any legal action we take. If we have to lift flooring e.g. to access pipe work and wiring, we will not be responsible for any damage or making good.
- 3.6.6 You are responsible for getting any planning permission needed, and for meeting all Building and Statutory Regulations. We will require a copy of all certificates including Building Regulation Certificates as well as any planning permission you have obtained in order to carry out any additions or improvements to the property.
- 3.6.7 You must tell the Housing Department if you are given any notice or party wall notice or become aware of any planned work that might lead to a neighbour using our land or might lead to a neighbour gaining rights over our land.
- 3.6.8 You must get our written permission before you fix any aerial, mast or satellite dish to the property or within the curtilage of the garden.
- 3.6.9 You must not install any cat flap or dog flap in a communal door front door or fire door. This is because those doors are installed in accordance with fire regulations. If you choose to install a dog or cat flap or fish pond or make any other changes to the property or gardens you should obtain our written permission first. You will be expected to remove these changes when you leave the property and if you do not you will be charged our costs of bringing the property back to its original condition.
- 3.6.10 You must not fix any camera, microphone or recording device to the property or within the curtilage of the garden unless you have obtained our written permission beforehand. You must remove this if requested by your Housing Officer. You should be aware that planning permission may be required in flats and conservation areas.
- 3.6.11 You may affix a doorbell which has a camera installed such as Ring. However, permission from the Council must first be sought. Any device which captures the image of a visitor must be compliant with UK GDPR (General Data Protection Regulations) laws.

3.7 Your behaviour (Anti-social behaviour, harassment, domestic abuse and nuisance)

As well as being responsible for your own behaviour, you are also responsible for the behaviour of anyone else living in or visiting your home. This includes the areas you share with other households or areas around your home and estate.

3.7.1 You must not abuse, harass, threaten, intimidate or behave in a way which is likely to cause alarm or distress (physically, verbally on social media, or in any other way) to any Council member, employee or contractor we have employed, or any other person lawfully in the area, or any other member of the public. Nor will you allow any member of your household or your visitors (including children and pets) to do so.

3.7.2 You must not carry out or allow anyone living with you or visiting you to carry out, any form of harassment or other antisocial behaviour.

3.7.3 Harassment, hate crime or antisocial behaviour is any act or failure to act which interferes with the peace and comfort of our employees, members or contractors, other residents or any other member of the general public and is intimidating and humiliating

It includes (but is not limited to) the following:

- Harassing someone because of their age, sex, gender, race, colour, religion, culture, sexuality, disability or lifestyle.
- Being violent or threatening violence.
- Being abusive or using insulting words or behaviour.
- Being offensive
- Using social media to post any material which is indecent, abusive, offensive or false which causes needless anxiety or distress
- Damaging, or threatening to damage, someone else's property.
- Writing graffiti, particularly graffiti, which is abusive, threatening, offensive or insulting.
- Making unnecessary or excessive noise, including arguing and slamming doors, playing a musical instrument, or playing music or having your TV so loud that it can be heard outside your home.
- Using, or allowing someone else to use, the property for handling or storing stolen goods.
- Any nuisance or annoyance caused by pets including barking or not cleaning up after your pets.
- Playing ball games close to someone else's home.

3.7.4 You must not commit, or allow anyone who lives with you to commit, an arrestable offence in your home or within the area your home is in.

3.7.5 You must not use the property, or allow anyone else to use the property, for any illegal activity (this includes selling, storing or taking drugs, prostitution and storing stolen goods).

3.7.6 You must not keep, or allow anyone else to keep, unlicensed firearms or any illegal weapon in the property.

3.7.7 You must not commit domestic abuse. The behaviour of a person towards another person is domestic abuse if they are each aged 16 or over and are personally connected to each other and the behaviour is abusive. This includes physical or sexual

abuse, violent or threatening behaviour, controlling or coercive behaviour, economic abuse and psychological, emotional or other abuse. We will take firm action against anyone perpetrating domestic abuse which may include action such as an injunction or possession proceedings.

3.7.8 You should not recklessly or deliberately make noise that causes or is likely to cause a nuisance at any time. In any case, you should only use equipment which makes a noise (e.g. washing machine or DIY equipment) during the daytime and not late at night (after 10.00pm) or early in the morning (before 08.00).

3.8 Working from home or running a business

3.8.1 You must not carry out any business from the building and adjoining property such as shed, garden room, garage, parking space, or any space within your tenancy agreement unless you have first obtained our consent in writing. We will not refuse permission unless we believe that the business is likely to cause nuisance or annoyance to other people or damage to the property. If we give permission and we receive complaints of nuisance or there is damage to the property, then we will withdraw consent.

Some examples of business we would not allow include:

- Selling, repairing or maintaining cars
- Any business which involves the use of industrial or light industrial machinery

3.8.2 You may not employ anyone to work in your home as part of your business. You may employ a carer to give you or members of your household personal care or for assistance with domestic tasks in your home.

3.9 Domestic pets, livestock and other animals:

You may only keep animals in accordance with our Pets and Animals' Policy which is available on the Council's website. The number of pets you will be allowed is constrained by the size of your property.

If you are provided with a trained animal to assist you from a recognised organisation e.g. Guide Dogs for the Blind then some parts of this section and the Policy will not apply. This will be on condition that we have an agreement with you and a representative specifying arrangements for the care of the animal. We do require that dogs and cats are micro-chipped and details provided to the Housing Department.

We can withdraw permission to keep pets at any time

3.9.1 You must not keep or care for any dog as which is described in Section 1 of the Dangerous Dogs Act 1991, any animal described in the Dangerous Wild Animals Act 1976 or any farm animal.

3.9.2 You should not keep any other animal or pet without obtaining our permission beforehand. This includes birds, fish (apart from goldfish) and reptiles as well as other animals.

3.9.3 If we allow you to keep domestic pets, they are your responsibility under Section 9 of the Welfare Act 2006. You must not allow any animal or bird to cause inconvenience or annoyance to anyone living in or visiting the area. Animals are not permitted in communal gardens, grounds or interior communal areas of any property except for access to and from a property.

- 3.9.4 You must not keep any animal or pet which does not belong to you or a member of your household. You are also responsible for nuisance or distress caused by any animal visiting your home.
- 3.9.5 If you live in retirement housing and wish to keep any animal you should obtain permission of the Housing Department before taking ownership or care of the animal.
- 3.9.6 It is your responsibility to keep any dog on a lead or tethered and not allow them to wander around communal areas or cause any nuisance to neighbours or anyone lawfully in your property or in the vicinity of your property. You should make sure the boundary fencing provides adequate protection to avoid a nuisance to neighbouring properties and the public.
- 3.9.7 You should not allow any animal to foul inside your property or any shared areas including passages, footpaths, shared areas, grassed areas and play areas. If we have to make arrangements to clean up after your animals, we will charge you the costs of cleaning and any other expenses we incur as a result.

3.10 Caring for your property

3.10.1 You are responsible for the repairs shown in the 'Repairs Handbook'. This includes but not limited to the following:

- light bulbs
- blocked sinks
- internal door locks
- toilet seat replacements
- internal decorations
- dividing fences between properties

You are also responsible for contacting us regarding repairs which are our responsibility. This information is also available on the Council website.

- 3.10.2 You must keep your garden and balcony in a clean and tidy condition, reasonably free of weeds and rubbish with hedges and trees properly trimmed, and fences properly maintained so they do not cause a nuisance or affect your neighbours' properties. This is your responsibility, unless we have told you that we will carry out this work.
- 3.10.3 You must keep the inside of your home in a clean and tidy condition. You must not allow rubbish to build up inside your home or in any shared areas of the building. You must decorate the inside of your home when necessary.
- 3.10.4 You must take reasonable care to prevent condensation by using the extractor fans provided by the Council and not to cover or block air vents. You should also ensure there is adequate heating and ventilation throughout your home.
- 3.10.5 You must repay our costs if we have to carry out repairs, decorate your home, remove rubbish or clear your or your neighbour's garden because you have not used the property in a reasonable way, or because you have carried out poor-quality alterations or repairs. We will give you the opportunity to rectify/remedy the issue before we do the work which we will then charge you for.

3.11 Letting us into your home.

We will normally give you at least 24 hours notice if we want to come into your

home.

- 3.11.1 If there is an emergency (for example a flood or fire or other incidences where the Council consider urgent action to be necessary for safety reasons) and we need to get into your home straight away, we will gain entry without giving you notice. We will always try to contact you or a member of your household first. We will secure the property and repair any damage if we must gain entry.
- 3.11.2 You must give access to the Council and our gas and electrical contractors to check any gas appliances and devices for the detection of smoke and carbon monoxide annually and electrics every 5 years to make sure they are safe. This is a legal requirement, and we can be prosecuted if we do not do this.
- 3.11.3 If we ask for access to your property and you refuse or do not respond we may go to court and ask the court to allow us access via an injunction. You are also at risk of losing your home if we decide to seek possession of your property. You will be responsible for any court or other costs incurred to gain entry to the property.
- 3.11.4 You must allow our staff, agents or contractors access to your home at reasonable times. This may include access:
- To inspect any repairs and the condition of the property
 - To carry out repairs, alterations and improvements to the property or to the block or estate which your property is part of
 - To carry out any work to the whole block e.g. carrying out pest control treatments
 - To carry out any health and safety inspections e.g. annual gas servicing, smoke and carbon monoxide alarm checks, water quality or electrical checks
 - Landlords have a legal obligation to ensure that all flues pipework and gas appliances (owned by the Council) and provided in their properties are checked within 12 months of the previous Gas Safety check. If remedial works are necessary, you must provide access for the works to be completed within 7 days.
 - Landlords also have a legal obligation to check the electrics in your property every 5 years from the previous certificate. If remedial works are required, you must provide access for the works to be completed within 28 days.
 - To get access to a property next to yours or a service duct which runs through your property
 - To manage other purposes in connection with your tenancy. This may include (but is not limited to) carrying out of tenancy audits, investigating allegations of illegal occupation, dealing with complaints of anti-social behaviour or neighbour disputes
- 3.11.5 The Council may carry out work if any disturbance caused is reasonable.
- 3.11.6 The Council can:
- Temporarily suspend a service provided to you e.g. gas or electrics if it is found to be dangerous or, where utilities are not available to complete testing and confirm as safe (e.g. where there is no credit on a gas/electric meter)
 - Temporarily stop you having access to your property while works are being undertaken. Unless these works are urgent you will be given reasonable notice
 - Permanently change rights of access e.g. paths or water pipes as long as the service or access to the property remains safe once work is complete

- 3.11.7 From time to time your Housing Officer or Investigations Officer may check to make sure you are living at your home. You must make yourself available at a reasonable time so our officers can visit you in your home.
- 3.11.8 You must allow your neighbours and those working for them to enter the property at all reasonable times provided they have given you 48 hours notice and have obtained our written permission beforehand. This only applies if they need to carry out improvements to their own property or inspect and service their own property. They must repair any damage they may cause as a result.
- 3.11.9 We advise you to check the identity of anyone who wants to come into your home

3.12 Vehicles

- 3.12.1 You, or any person living in or visiting your home must only park in a parking space, garage or driveway belonging to your property which is accessed using an approved vehicle crossover. You must not park in or obstruct access to any neighbouring parking space, garage or driveway. You must not park or partially park on any grass verges or green open spaces in or around your estate.
- 3.12.2 You must make sure that you and anyone living in or visiting your home does not block any right of way, roads, footpaths or other types of access to the property or estate for emergency services, contractors working on our behalf or anyone otherwise.
- 3.12.3 You, or any person living with you or visiting your home must not allow vehicles to be parked anywhere that would block access for the emergency services or for contractors working on behalf of the Council e.g. Refuse Collectors.
- 3.12.4 You, or any person living with you or visiting you must not park a vehicle which is not taxed, licensed or fit to drive on any part of the estate or local roads even if it has a SORN (Statutory Off Road Notification).
- 3.12.5 We may remove and destroy any vehicle that we consider to be abandoned, dangerous or unroadworthy if it is not claimed within 7 days of us fixing a notice to it. We will not pay any compensation to you for removing or destroying vehicles.
- 3.12.6 You or any person living with you or visiting your home must not carry out any repairs to vehicles outside your home other than routine servicing and maintenance to a vehicle which is registered with the DVLA at your address.
- 3.12.7 You, or any person living with you or visiting your home must not park a caravan, bus, trailer, boat or any heavy vehicle that is licensed to carry loads above 3.5 tonnes or is more than 5 metres long or requires a special licence to drive e.g. Public Service Vehicle (PSV) on any part of the estate unless in relation to moving home or receiving a delivery.

3.13 Health and Safety

- 3.13.1 You must not keep any dangerous, flammable or harmful materials, in or around the property except those used for normal household cleaning.
- 3.13.2 You must not have or use gas cylinders or bottles in blocks of flats or maisonettes and you must not use a paraffin heater inside any Council property.
- 3.13.3 You must not use any shared areas or shared electrical cupboards to store anything.

- 3.13.4 You must keep fire exits or security doors closed when not in use and not obstruct or tamper with them in any way.
- 3.13.5 You must not place or store items near to, block or lock any fire exits in your property or areas you share with other households such as hallways, landings and some flats have balconies which have shared fire exits.
- 3.13.6 You must not store any vehicles powered by electric, petrol, diesel or paraffin within the property or in shared areas such as hallways, landings or balconies unless it is a mobility aid and you have obtained written permission for storage in a safe location from the Council.
- 3.13.7 You must not use the loft for any storage due to fire safety and loft insulation requirements. Storing items in the loft can also cause damage to pipework, cabling and pose other health and safety risks such as trips, slips and falls from height. Access to the loft is therefore restricted to Council staff and our Contractors.

3.14 Flats, maisonettes and shared areas

- 3.14.1 You must be considerate of your neighbours and not store any items in shared areas
- 3.14.2 You must not keep items in communal areas including stairwells and landings which must be kept clear at all times.
- 3.14.3 You must put your rubbish in designated areas and use chutes or containers we have provided (including recycling facilities) and not throw any object, or allow anyone to throw any object from or into any shared area e.g. ash and used cigarettes. You must not leave rubbish in any shared area.
- 3.14.4 You must only use chutes for small items of rubbish. Larger items should be taken to the refuse storage areas.
- 3.14.5 You must not use any shared area in a way which causes nuisance or harassment to your neighbours or people entering and leaving the building. This includes areas such as laundry rooms, drying areas, lounges and gardens.
- 3.14.6 You must report any faults in common or shared areas as soon as you notice them
- 3.14.7 You are responsible (along with other tenants) for cleaning and maintaining any shared areas next to your property unless we have arranged for a caretaker to clean it and you pay a service charge. This includes internal shared areas and shared gardens.
- 3.14.8 In accordance with the Health Act 2006 you must not smoke or allow members of your household and visitors to your home to smoke in any shared areas.
- 3.14.9 Balconies must be kept free from combustible materials including electrical items and not used for barbecues. You are not permitted to store a barbecue on your balcony.

3.15 Insurance

- 3.15.1 We must insure the structure of the property. However, we will not insure your possessions, decorations or any fittings, fixtures you provide. You are strongly advised to take out full contents insurance and liability insurance for your home. We can recommend an affordable insurance scheme for tenants. Please ask us for details.

4. Ending the tenancy

4.1 If you want to end the tenancy

- 4.1.1 If you have a secure tenancy, you must give us written notice of four clear rent weeks. This notice must end at midnight on a Sunday. You must provide us with a forwarding address.
- 4.1.2 You must pay any rent arrears prior to ending the tenancy.
- 4.1.3 If you are a joint tenant and one tenant gives notice to end the tenancy then the notice will end the tenancy for everyone.
- 4.1.4 You must return all the keys to the property including window keys, communal door keys and shed keys to the Council Offices by 12 noon on the Monday immediately following the end of your tenancy. If you do not do this, we will continue to charge you rent and you will also be responsible for the property until we have changed the locks and we will charge you for this and any loss of rent.
- 4.1.5 You must allow us into your home during the notice period so we can assess what work is needed.
- 4.1.6 You must remove all furniture, personal belongings and rubbish and leave the property in a clean condition, with decorations and any fixtures and fittings we have provided in good condition. If you do not and we have to do this, we can charge you the costs we have to pay.
- 4.1.7 You must not leave any person or animal in the property after the date the tenancy ends. If this happens the tenancy will continue, and rent will be charged until we recover vacant possession.
- 4.1.8 In some circumstances we may allow a tenant who has rent arrears to end their tenancy. In this case, we will consider the circumstances concerning the ending of the tenancy.

4.2 If we want to end the tenancy

- 4.2.1 Before we take any legal action to end your tenancy, we will tell you that we are planning to start legal proceedings and explain why.
- 4.2.2 We can ask the court to grant a possession order if one or more of the grounds set out in the Housing Act 1985 exist. If one or more of these grounds does exist, we will serve a Notice of Seeking Possession on you.
- 4.2.3 This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least 4 weeks after the notice is served. If the notice we serve, is delivered to you, or sent to you by post at the property, we will consider that it has been served on you.
- 4.2.4 You must live in your property as your only or main home. If you do not do this, for example if you abandon the property, we will take action to end the tenancy by serving you with a Notice to Quit. This condition gives us the right to serve this notice on your property if you cannot be traced for us to serve the notice on you personally. If you

have left someone else in the property, we will start court proceedings to regain possession of the property when the notice ends.

4.2.5 The Law of Property Act 1925 Section 196, as amended by the Recorded Delivery Service Act 1962, will apply when we are giving notice and attached documents under this tenancy agreement.

4.2.6 If you want to give us notice, you must send or deliver it in writing to:

Housing Department St Albans District Council
Civic Centre
St Peters Street
St Albans
Hertfordshire, AL1 3JE.

5. Death of a Tenant

5.1 On the death of a sole tenant the tenancy will be brought to an end. If necessary we will do this by serving notice on the Public Trustee. Any outstanding rent or other monies owed to the Council will be recovered from your estate.

6. Joint Tenancy

6.1 If you are a joint tenant, you have the same rights and responsibilities as the other joint tenants. Your rights and responsibilities cannot be shared between you. If one of you breaks the terms and conditions of the tenancy agreement, it will affect all of you. If one joint tenant decides to give notice to end the tenancy, it will end the tenancy for all of you. We will not grant a joint tenancy once your tenancy has begun.

7. Succession

7.1 If the tenant dies, the succession might be possible, provided that no previous succession has taken place.

7.2 In the case of a joint tenancy, the surviving joint tenant will automatically succeed to the tenancy, provided they were occupying the property as their only or principal home at the time of the other tenant's death. If the tenant was not a joint tenant but had a spouse or civil partner, that person will be entitled to succeed to the tenancy, provided they were living with the deceased tenant at the property as their only or principal home at the time of the tenant's death.

7.3 Where there is no spouse or civil partner eligible to succeed, a qualifying member of the tenant's family (next of kin) may be entitled to succeed, provided that no previous succession has taken place. For tenancies that commenced before 1 April 2012, the qualifying family member must have occupied the property as their only or principal home for at least 12 months immediately prior to the tenant's death. For tenancies commencing on or after 1 April 2012, the qualifying family member must have occupied the property as their only or principal home for a continuous period of at least 24 months immediately prior to the tenant's death.

7.4 If more than one person is eligible to succeed to the tenancy, they must agree among themselves who will take over the tenancy. If they are unable to reach an agreement, the Housing Department will determine who will succeed to the tenancy.

7.5 The Housing Service does not offer discretionary succession and will not allow a second succession.

Please keep this document safe for future reference.