

Notice of Variation

27 October 2008

This notice is given pursuant to Sections 102 and 103 of the Housing Act 1985

South Lakeland District Council hereby varies the terms and conditions of your residential tenancy with effect from Monday, 1 December 2008.

A copy of your new Tenancy agreement and conditions is attached. The amendments made as a result of the consultation are marked in blue – you should read the contents carefully and keep the document in a safe place. **You are not required to sign and return it.**

When we sent you the Preliminary Notice of Variation in August 2008 we enclosed a summary of the main changes. The final version now enclosed has taken into account feedback made during the consultation period and has been approved by South Lakeland District Council. The Tenants' Handbook will be amended in due course to reflect these changes.

These amendments also reflect new legislation including the Anti-Social Behaviour Act 2003, the Housing Act 2004 and the Civil Partnership Act 2005.

If you require any further information regarding this notice please contact Bev Townley on 01539 717717 or email b.townley@southlakeshousing.co.uk.

The Changes to your Tenancy Agreement

A summary of the new clauses and the clauses that have been amended

INTRODUCTION

Permitted Number: X

(This is the maximum number of people that may live in the dwelling – children under 12 months do not count, children between 1 to 10 years count as a half, adults and children over 10 years count as one. If you allow more people than the permitted number to live in this dwelling, you are allowing statutory overcrowding to take place and committing an offence which could lead to you being prosecuted)

All new tenancy agreements will show a permitted number to inform new tenants how many people may live in the property.

Part 1. DUTIES OF THE COUNCIL

1.3 Security of Tenure

We shall not during the course of the tenancy interfere with your right of possession of the property, except in the circumstances set out in paragraph 2.16 'Access for Repairs and Servicing' (see page 6) and paragraph 3 'Emergency Access' (see page 9) of the Agreement.

Tenants must allow South Lakeland District Council's agents access for repairs, in particularly for gas servicing which is carried out annually.

You have security of tenure. We can only bring the tenancy to an end by obtaining a court order for Possession. The grounds for seeking Possession can be found in paragraph 5.3 'Termination by Council' of this Agreement (see page 9).

As secure tenants you have the right to occupy the property. This is known as having security of tenure.

1.5 Landlord's Address for Service of Notices

Under Section 48 of the Landlord and Tenant Act 1987, we must give you our address for the service of notices. Any notice from you to us under this Agreement may be sent by post or delivered to:

Chief Executive
South Lakes Housing
Little Aynam House
Little Aynam
Kendal Cumbria LA9 7AH

South Lakeland District Council is required to supply you with an address for service of notices relating to your tenancy, including legal proceedings. This does not have to be their own address. South Lakeland District Council has appointed South Lakes Housing to manage its housing stock on its behalf and wishes tenants to serve such notices on South Lakes Housing.

Part 2. DUTIES OF THE TENANT

- 2.0** *"We believe every tenant has the right to peaceful enjoyment of their homes. We believe everybody has a right to live in their home and enjoy life in their own way, providing they do not upset or annoy people living near them. A good neighbour will not cause a nuisance and will also be tolerant and understanding of the different lifestyles each person chooses".*

You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.

If you (or anyone living with you or visiting your home) break any of the following conditions of tenancy we may seek to repossess your home by obtaining a Court Order or we may take any other action or legal action we think appropriate.

This clause highlights your responsibility for your own behaviour in and around your home, and the behaviour of other people who live in or visit your home. You are responsible for behaviour in areas you share with other tenants, and in the surrounding locality, as well as in the property itself. It also points out that you may lose your home if you or any of the other people mentioned above do not keep to the terms of this agreement.

2.1 Paying Rent (including Service Charges)

- a) In this agreement "rent" means the total weekly payment for the tenancy of your home, any heating charges and any services we provide, such as amenity charges for sheltered accommodation.
- b) Your rent is due weekly in advance every Monday. We can go to Court to evict you from your home if you do not pay your rent on time. There are occasional "free" weeks when no rent is due (although people with rent arrears must continue to pay in these weeks).
- c) If you are joint tenants you are each responsible for all the rent and for any rent arrears. We can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.
- d) The amount of rent you pay depends amongst other things on the amount your home is worth and the size of your home and number of bedrooms.
- e) Your rent includes an amount to pay for tenant involvement in decisions about the Council's housing service.
- f) You must repay any money you owe us from a previous tenancy such as rent arrears or the cost of repairing deliberate damage. If you do not keep to an arranged repayment plan, we can go to court to evict you from your home.
- g) When your tenancy ends, for whatever reason, you will not be entitled to a refund of any amount of rent or other charges which are payable in advance and no apportionment of rent shall take place.

This section includes an explanation on how your rent is calculated, when rent is due and what can happen if you do not pay on time. If you are in rent arrears, you are not entitled to the "rent free weeks" and you must pay your rent during this period. If you are a joint tenant and you leave the property, you are still liable for the rent and any arrears until the date your tenancy is ended. If you end your tenancy, you remain responsible for any rent owed at that time.

2.2 Rent Increases

- a) We may change your rent by giving you at least 28 days notice in writing. The notice will tell you how much the new rent will be and when you have to start paying it. Any rent charged will be reasonable and calculated in accordance with any government policy or guidelines published from time to time.

2.3 Services

- a) Any services we provide in connection with your home are those listed in your offer of tenancy letter. You pay a service charge for these which

has been calculated on the basis of what these services cost to provide.

- b) We may change the services we provide but we will consult all tenants who receive them and consider tenants' comments first. We will give you at least 28 days notice in writing if we increase, add to, remove, reduce or vary the services provided.

Clauses 2.2 & 2.3 explain that you pay rent in return for living in your home and for any additional services you receive. If we want to increase your rent we must give you notice and any increase must be reasonable.

2.4 Occupation

You must occupy and furnish the property and use it as your only or main home. You are entitled to have members of your family occupying the house with you, as long as this does not lead to statutory overcrowding. If we ask, you must tell us who is living in the house. You should tell us as soon as there is a change in those who are living in your house.

You must tell your local housing office if you will be away from the property for more than four weeks. We will then know that you have not abandoned the property. If your job means that you are often away from the property, or you are away for long periods at a time, you should discuss this with your local housing office.

If you don't use your property as your main home, or if you don't tell us when you'll be away for more than a month, we will take action to end your tenancy.

This clause explains some of your rights and responsibilities regarding occupation of your home.

2.5 Insurance

You are responsible for fully insuring your own possessions which are kept on or in the property (known as contents insurance). We strongly recommend that you do this. We will accept no responsibility for loss or damage to your possessions caused by you, your family, lodgers, sub-tenants, visitors, pets, or any other person.

Clause 2.5 is new. It explains that you are responsible for insuring your own belongings kept at the property and South Lakeland District Council is responsible for insuring the building, structure, fixtures and fittings.

ANTI-SOCIAL BEHAVIOUR

If you have a complaint about nuisance, physical abuse, verbal abuse, racial harassment, harassment, hate crime, domestic violence or other anti-social behaviour you should initially contact your local housing office. We shall investigate your complaint and take appropriate action to resolve the problem. Any incidents of this nature will be pursued vigorously and legal action will be taken against the perpetrators if appropriate. Acts directed to another person

because of their race or ethnic origin, gender, sexuality, disability, religious beliefs or age will be treated in similar way.

South Lakes Housing takes firm action to eliminate such anti-social behaviour. Our intention is to deal firmly but fairly with anti-social behaviour, to deter such behaviour and to encourage others to come forward as witnesses. We work closely with the Police and other agencies in order to deal with serious cases of anti-social behaviour and determine what action will be taken. If you (or anyone living with you or visiting your home) carry out acts of anti-social behaviour, then where appropriate the action we take could result in you losing your security of tenure, your home, or being subject to an Anti-Social Behaviour Order (ASBO) or injunction which might lead to your arrest or even imprisonment.

2.6 Nuisance

You (or anyone living with you, or visiting your home) **must not** cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include:

- loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling drugs or drug abuse; rubbish dumping; playing ball games close to someone else's home.

2.7 Harassment / Hate-related incidents

You (or anyone living with you, or visiting your home) **must not** harass, intimidate, threaten or verbally abuse any other person.

Examples of harassment include:

- racist behaviour or language; 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 or insulting graffiti or literature; doing anything that interferes with the peace, comfort or convenience of others.

You (or anyone living with you, or visiting your home) **must not** take part in hate-related incidents of any kind (e.g. related to race, sexual orientation, gender, disability, religion, age, etc).

2.8 Domestic Violence

You must not inflict domestic violence (**domestic violence is any incident of threatening behaviour, violence or abuse between adults who are or have been in a relationship together, or between family members, regardless of gender or sexuality**), threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.

A definition of domestic violence has been included for clarification purposes.

2.9 Abuse of South Lakes Housing or Council Employees

You (or anyone living with you, or visiting your home) **must not** subject South Lakes Housing or Council employees, agents, contractors or Councillors in the course of their duty to any physical or verbal abuse.

Physical abuse includes any actual or threatened assault, attack, violent act, or aggression. Verbal abuse includes any unreasonable and/or unlawful verbal attack which is intended or likely to alarm, distress or intimidate.

2.10 Illegal or Immoral Purposes

You (or anyone living with you, or visiting your home) **must not** use your home or any communal area or any part of the neighbourhood for illegal or immoral purposes. This includes, but is not limited to, the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; storage of unlicensed firearms; illegal betting and illegal gambling.

2.11 False Complaints

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

Clauses 2.6 to 2.11 set out the types of behaviour which South Lakeland District Council will not accept from its tenants. Such behaviour is a breach of tenancy and this section also explains what action South Lakeland District Council may take if tenants breach their tenancy in this way.

2.12 Repairs

You must report any faults or damage immediately to us.

You must keep your property in good condition, reasonably clean and free of obstacles to reduce the risk of fire and allow us to get in to do repairs or make improvements. You must use the fixtures responsibly.

You (or anyone living with you or visiting your home) **must not** tamper with gas or electricity supplies, or with the meters.

You must pay for repair or replacement if damage is caused deliberately or by your own neglect (not reporting a leaking pipe for example) or carelessness (or that of anyone living with you or visiting your home). If we have to carry out such repairs, the costs will be recharged to you.

2.13 Decorations

You are responsible for decorating the inside of the property as and when necessary and must keep it in a clean and tidy condition.

2.14 Wooden or Laminate Flooring

You must request our written permission before installing wooden or laminate flooring in your property.

This is a new clause and has been included as a result of noise disturbance particularly in flats. The laying of fixed wooden or laminate

flooring instead of carpeting results in more impact noise such as footsteps, chairs scraping and dropped items. If this is a regular occurrence then this can cause annoyance for the downstairs neighbour often without the occupant of the upstairs flat realising.

2.15 Gardens and Hedges

You must make sure your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown—and there is no good reason why you can't do it—we can clear it and charge you for the work.

You must not put a greenhouse, garage or shed in your garden without getting our written permission first, subject to any Planning or Building Regulations permission that may be required.

You must not remove, alter, replace or plant any hedge, or tree at the property without getting our written permission first.

You must not store rubbish, household furniture or appliances in the garden area. If you do, we may remove the items and charge you for doing this. We will give you 24 hours' notice that we will be removing the items.

2.16 Exterior Decorations, Alterations and Additions

You must not, without our written permission which shall not be unreasonably withheld:-

- a) Decorate the exterior of the property; or
- b) Carry out structural alterations or make any addition to the property; or
- c) Alter or add any fixtures to the property; or
- d) Remove any hedges, trees or shrubs; or
- e) Park a caravan, trailer or boat on land owned by the Council; or
- f) Fix satellite TV aerial dishes; or
- g) Construct hardstandings; or
- h) Put up structures such as sheds, garages or pigeon lofts anywhere on your property.

2.17 Access for Repairs and Servicing

You must allow our workers or people sent by us into your home to inspect and carry out repairs. You will be given at least 24 hours' notice of our intention to enter the property. If you do not let us in we could take legal action to enter your home and you may have to pay the costs or may be prosecuted for obstruction.

You must allow our workers or people sent by us into your home to inspect and carry out annual gas servicing - we have a legal duty to service our own gas appliances, wired-in smoke alarms and carbon monoxide detectors on an annual basis. You will be sent an initial appointment letter and you must allow us reasonable access to service the appliances. If you do not let us in **we will** take appropriate action to gain entry to your home which may include gaining emergency access (see paragraph 3 'Emergency Access' on page 9) and you may have to pay the costs and / or may be prosecuted for obstruction.

Clauses 2.12 to 2.17 explain your responsibility for looking after the inside of your home and what you may do and must not do with regard to the garden or other exterior parts of the property. You are responsible for reporting promptly any repairs required and allowing access for inspections and repairs as long as we give you reasonable notice.

2.18 Sub-Letting Part of the Property

You must not sub-let part of the dwelling without our written permission (sub-letting means that someone who lives with you, but wasn't part of your household when you first moved in, pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning).

You have the right to take in lodgers (a lodger is someone who lives with you, but wasn't part of your household when you first moved in. They don't have exclusive right to any one part of your home, and will get some sort of service from you such as cooking or cleaning). However, you are advised to inform us if you do take in a lodger. This can be in your own interest as, for example, taking in a lodger may affect the level of your entitlement to Housing Benefit.

This clause explains your rights on sub-letting part of your property and taking in lodgers.

2.19 Using Your Home for Business and Non-residential purposes

You can run a business from your home with our written permission. We will refuse permission if we feel the business is likely to cause a nuisance to other people, or damage the property. If after we have given our permission, the business causes a nuisance, we will give you notice that we will withdraw our permission.

We will not allow you (or anyone living with you) to run the following businesses from your home:

- car repair and maintenance business
- a printing business
- any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
- shops or wholesale business where customers would have to visit the property.
- any business that would mean more than your own personal vehicle being parked outside the property. The wording "for example a taxi or vehicle hire company" have been removed.

Clause 2.19 is a new clause and has been introduced to protect tenants and residents from potential nuisance caused by tenants running certain types of business from their home.

2.20 Animals

You (or anyone living with you) **must not** keep any animal that we decide is unsuitable for your home or garden. If you are in any doubt at all contact your local housing officer for advice. All wild animals are considered to be

unsuitable.

You (or anyone living with you) **must not** keep **without our written permission** a dog in a flat or a maisonette with a shared entrance.

This clause has been amended to include the words “without our written permission”.

You (or anyone living with you) **must not** keep a pet that is prohibited by the Dangerous Dogs Act 1991, or by any other law.

You are responsible for the behaviour of any pets owned by you or anyone living with you.

You must take all reasonable steps to supervise and keep such pets under control.

You must take all reasonable steps to prevent such pets causing nuisance, annoyance or damage to other people. You must ensure that your pets do not foul or cause damage to the house, your neighbour’s property, anything belonging to the Council or anything we are responsible for, such as communal areas.

Clause 2.20 explains the terms of your tenancy with regard to keeping pets and aims to protect tenants and residents from potential nuisance caused by pets.

2.21 Use of Communal Areas

You (or anyone living with you, or visiting your home) **must** use communal areas, where they exist on an estate, in a reasonable manner. **You must** co-operate with us and your neighbours to keep any communal areas, communal access ways or staircases in a clean and tidy condition and clear of obstruction.

You (or anyone living with you, or visiting your home) **must not smoke in any indoor communal areas.**

This is now law and you must not smoke in any communal area.

You (or anyone living with you, or visiting your home) **must not** damage, deface or put graffiti on Council property. You would have to pay for any repair or replacement. The costs may be charged on top of your rent.

You (or anyone living with you, or visiting your home) **must not** interfere with security and safety equipment in communal blocks—doors should not be jammed open and strangers should not be let in without identification.

You (or anyone living with you, or visiting your home) **must not** keep mopeds or motor-bikes inside your home or on indoor communal areas (entrance halls, stairs, landings).

Clause 2.21 is new. It explains acceptable behaviour and safety and responsibilities for tenants using communal areas.

2.22 Dangerous Materials

You (or anyone living with you, or visiting your home) **must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.

Many of our properties have asbestos content. Asbestos is not dangerous if left alone. You must take care not to damage any asbestos by sawing, cutting, drilling or sanding.

There are certain types of decorating materials which are not safe because they can be a fire or health hazard. These are: polystyrene tiles, internal wall cladding and Artex finish. Therefore, polystyrene tiles and internal wall cladding must not be used in future and Artex finish is to be used on ceilings only.

Clause 2.22 is new. It prevents you from using or storing certain dangerous or potentially dangerous materials in or near your home and from damaging asbestos at your property, which would cause it to become dangerous.

2.23 Parking

You (or anyone living with you, or visiting your home) **must not** park a vehicle anywhere on your property except on 'hardstanding' (a driveway or paved area intended for parking) and **must not** park on grass verges and greens. Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or on any communal parking areas without our agreement in writing. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct emergency services or other users of the roads and footpaths.

Clause 2.23 is new. It explains that you must park responsibly avoiding certain areas and that you are not permitted to park caravans or motor homes on or near your property without permission.

2.24 Car Repairs

You (or anyone living with you, or visiting your home) **must not** do major or persistent car repairs or park an illegal or unroadworthy vehicle on the land around your home or on the road.

Clauses 2.24 is new. It explains that you must not carry out certain car repairs or park an illegal or unroadworthy vehicle at or near your home.

2.25 Assignment and Sub-letting the whole of the Property

You must not assign the tenancy (pass on your tenancy to anyone else) without our written consent or sub-let the whole of the property.

Clause 2.25 confirms that you may not give your tenancy to someone else.

Part 3 EMERGENCY ACCESS

In emergencies we will need to get in immediately to prevent personal injury to you, your household, and the property and your neighbours' adjoining properties and / or households.

This clause explains that in an emergency we will need to gain access to your property immediately. This is to protect the property, you and your neighbours.

Part 5 END OF TENANCY

5.1 Notice by Tenant

You must tell your local housing office in writing at least four weeks before you want to leave your home. In the case of a joint tenancy, such four weeks' notice in writing by any joint tenant will terminate the tenancy as a whole. This four week 'notice' time must end on a Monday and you must return your keys to the housing office on the day you leave.

You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.

You must not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else (called 'assignment').

We have rules about who can have another council home in the future. Examples of why we would not offer you another council home include if:

- you are evicted; or
- you abandon your home (leave without giving notice and returning the keys); or
- you leave your home owing rent (and without making an agreement to repay); or
- you leave your home in poor condition without paying for repair or replacement.

This clause explains how to end your tenancy by notice and the effect of the notice on a joint tenancy.

5.3 Termination by the Council

We can only bring the tenancy to an end by obtaining a court order for possession. We will give you at least four weeks' written notice of our intention to seek possession (served personally on you or served at the property).

This clause explains that we must obtain a court order before we can evict you from your home. If we serve a notice of our intention to seek possession of your property, it may be served on you personally or at your home.