

## General Terms

### 1. Explanation of terms:

- 1.1 In these conditions the terms;
- (a) "The Council" refers to Epping Forest District Council as the local authority and landlord.
- (b) 'The Tenant' and 'Him' and 'His' refer equally to both sexes and in the case of a Joint Tenancy, to the Joint Tenants jointly and severally.
- (c) 'The Premises' means the separate dwelling let subject to this Tenancy Agreement.

### It is agreed as follows:

### 2. Rent and other charges

- 2.1 The rent is payable fortnightly in advance and two weeks inclusive rent shall be payable prior to the commencement of each fortnight.
- 2.2 The weekly net rent, which is inclusive of any service/support charges is payable fortnightly and may be altered on written Notice of no less than 4 weeks being given to the Tenant by the Council specifying the rent proposed.
- 2.3 The Tenancy is subject to any housing benefit or rent rebate scheme of the Council (or other statutory agency) that may be in force at any given time. The Tenant is responsible for making rent payments prior to any Housing Benefit determination being made.
- 2.4 If the Tenant's rent account is in arrears at any time (including, at any time during the fixed period of a Flexible Tenancy), the Council may at once serve the Tenant with a Notice of Seeking Possession and subsequently institute legal proceedings for the recovery of the arrears, and/or

seek to regain possession of the Premises through the Court. The Council may take all other steps available within the law (or any Protocols) in force at the time to recover the debt outstanding.

2.5 Whilst the Tenant is in arrears of rent the Council will not undertake specific discretionary improvements to the Premises unless it is in the best interest of the Council or the Premises, or safety of the Tenant.

### 3. Service of Notices

3.1 The Tenant is hereby served Notice that the Council's address at which Notices may be served by the Tenant is the address stated in Section One (Declaration) of this Tenancy Agreement.

3.2 Any legal Notice or any other communication arising from this Tenancy Agreement, shall be validly served on the Tenant by the Council if posted or delivered to the Premises, and will be deemed as having come to the Tenant's attention.

3.3 If the Premises has been or appears to have become abandoned and the Tenant cannot be traced, it will be sufficient in accordance with this Tenancy Agreement to serve a Notice by post or delivery to the Premises as the last known address (Section 233 Local Government Act 1972). Following expiry of the Notice the Tenancy will come to an end.

3.4 If the Tenant dies and there is no person qualified to succeed and the Council has not been notified by an appropriate person and the Tenancy has not, prior to the Tenant's death, vested or been otherwise disposed of by Assignment or in pursuance of an order made under Matrimonial or Family Law proceedings, then the Tenancy will be terminated by serving a Notice to Quit on both the Public Trustee and the Tenant's legal representative or Executor and such a Notice will

be sufficiently served if left at the Premises, or if affixed or left at the Premises.

## 4. Termination of the Tenancy

### 4.1 Termination of the Tenancy by the Tenant

The Tenant can end the tenancy at any time by giving the Council at least 28 days written notice, or any such shorter period as the Council may in writing allow, to expire on a Monday and the fixed term will then end on that date. In the case of joint tenants, one tenant can end the tenancy by giving us notice in the same way, regardless of the views of any other joint tenant(s).

This right:

- i) may also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
- ii) is in addition to the statutory right of termination given by s.107C of the Housing Act 1985.
- iii) does not affect the right of either the Tenant or the Council to pursue legal remedies against the other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

### 4.2 Termination of the Tenancy by the Council - Statutory grounds.

Providing the fixed term tenancy is secure the Council may end it by obtaining an order of the court for possession of the Premises and by execution of the order. The Council may seek such an order on any of the statutory grounds for possession.

### 4.3 Termination of the Tenancy by the Council - Break notice.

If the fixed term tenancy is not secure then the Council may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice').

The Council may also end the tenancy by serving a break notice stating that the tenancy will end 28 days after service in either of the following circumstances:

- (a) the sole tenant has died, or
- (b) all joint tenants have died.

### 4.4 Termination of Tenancy by the Council - Forfeiture.

Without prejudice to the above,

- if the fixed tenancy is not secure or
- if any of the conditions of the tenancy are not performed or observed or
- if any of the statutory grounds for possession exist

the Council may forfeit the tenancy by:

- serving proceedings seeking possession of the Premises or
- re-entering the Premises or any part of it

and thereupon the tenancy will end. However, if the tenant or any other person is lawfully residing in the Premises the the Council will not forfeit by re-entering the property.

Forfeiture does not affect the right of either the tenant or the Council to pursue legal remedies against the other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended.

Furthermore:

- i) Water, sewerage and all other charges are recoverable as if they are rent.
- ii) This right to forfeit applies to arrears or rent whether the rent has been lawfully demanded or not.

4.5 The Tenant will allow the Council access to undertake an accompanied viewing with a potential future Tenant prior to the Tenancy ending.

4.6 At the end of the Tenancy the Tenant will give up possession of the Premises to the Council and:

- thoroughly empty and clean the Premises
- leave the Council's fixtures and fittings in the Premises in a proper state of repair and decoration
- surrender by delivering all keys (including door entry fobs, keys to sheds etc) to the Council's offices by the last day of the Tenancy
- deliver up possession of the Premises to the Council
- provide an evidenced forwarding address
- clear all rubbish and correct defects deemed by the Council to be the Tenant's responsibility
- pay to the Council any re-charged amounts for failure to comply with the above

4.7 The Council will accept no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy. If the Tenant leaves any possessions at the Premises which are considered to be of a good standard then the Council will take reasonable steps to notify the Tenant. Where it is not possible to trace the former Tenant then the Council will dispose of any possessions. Items of high value will be placed into storage for a period of 28 days and if not reclaimed will be disposed of with any proceeds being used to pay off any of the Tenant's outstanding debts. The Tenant will be re-charged for the service.

## 5. Transfer to another dwelling

5.1 Prior to a transfer to another dwelling (including by way of mutual exchange), an officer of the Council may visit the Premises to carry out an inspection. The Tenant will be notified of any defects to the Premises, which must be corrected by the Tenant (whether or not a prior visit is

undertaken) prior to the transfer taking place. Following the Tenant giving vacant possession, any works to correct defects deemed by the Council to be the Tenant's responsibility will be re-charged to the vacating Tenant.

## 6. Joint Tenancies

6.1 A Secure or Flexible (fixed-term) Tenancy can be held by one person or by up to four Joint Tenants all of whom must be qualifying persons. However many Tenants there are, there is still only one Tenancy and the rights and duties relating to the Tenancy apply jointly and severally to all Joint Tenants.

6.2 When a Joint Tenant dies, the remaining Tenant/s will continue to hold the tenancy by "survivorship". The names of any Joint Tenants cannot be removed from the Tenancy and if one Joint Tenant terminates the tenancy then the Tenancy comes to an end. Further information is available in the Council's leaflet on Joint Tenancies.

## 7. The Tenant's obligations - The Tenant agrees:

### Possession

7.1 The Tenant as an individual will occupy the Premises as His only or principal home at the commencement of the Tenancy. Where the Tenancy is a Joint Tenancy, each of the Joint Tenants is an individual and at least one of them will occupy the Premises as His only or principal home. If the Tenant fails to occupy the Premises as His only or principal home, the Council will take legal proceedings to obtain possession of the Premises.

7.2 To always reside in the Premises apart from circumstances such as holidays or periods in hospital or in prison. If the Tenant intends to be absent from the Premises for a period of 30 consecutive days or more, He shall obtain the

Council's consent in writing setting out the period of the absence, the reason and contact details of His representative.

7.3 Not to use the Premises for any other reason than a private dwelling-house. The Tenant may with the written consent of the Council, operate a business from and contained within the Premises provided it does not cause any nuisance or inconvenience to neighbours. Any consents given must not be construed as planning or other consents. The selling or repairing of a vehicle or vehicles is not permitted. The Tenant is allowed to undertake minor repairs to their own private vehicle at the Premises.

7.4 Not to use any of the Council's storage cupboards or electrical intake cupboards for any purpose.

7.5 To notify the Council immediately should the Tenant acquire any interest in property or land after the commencement of the tenancy. This requirement applies irrespective of how that interest in land/property is acquired e.g. whether through purchase or inheritance.

7.6 To permit the Council or its representatives on reasonable notice (with the exception of emergencies where immediate access will be required) which may be verbal, to enter the Premises or adjoining property at reasonable times to inspect them or to carry out works including gas safety checks to the Premises. If this is not granted by the Tenant then a Court Injunction, or possession proceedings for breach of this Tenancy Agreement may be sought.

## 8. Nuisance and Anti-Social Behaviour

8.1 The Tenant will not cause by either Himself or His agents nor allow members of His household or visitors to cause, or be likely to cause, a nuisance or annoyance to any other persons in the locality including neighbours or to any tenant,

agent, employee, Councillor or contractor of the Council.

8.2 The Tenant will not cause or commit or allow anyone living with the Tenant or the Tenant's visitors to cause or commit, or to cause any act likely to cause, any form of harassment or other anti-social behaviour. Harassment and anti-social behaviour is any act or omission which interferes with the peace and comfort of or which may cause nuisance annoyance or injury or offence to any other persons in the locality including neighbours or to any tenant, agent, employee, Councillor or contractor of the Council and includes (but is not limited to):-

- (a) harassment on the grounds of Age, Disability, Gender reassignment, Marriage and Civil Partnership, Pregnancy and maternity, Race, Religion or belief, Sex, Sexual orientation
- (b) violence (including domestic violence) or threats of violence to any person;
- (c) use of abusive or insulting words or behaviour either in person or by way of any social media;
- (d) offensive drunkenness;
- (e) damage or threat of damage to property belonging to another person including damage to any part of a person's home;
- (f) writing graffiti and in particular graffiti which is abusive, threatening or insulting;
- (g) making unnecessary or excessive noise by any means whatsoever including arguing, door slamming, or the playing of loud music
- (h) using or allowed use of the Premises for prostitution;
- (i) the taking of, cultivation or storing of, or dealing in or the illegal use of, any controlled drugs;
- (j) keeping un-licensed firearms at the Premises;

- (k) using the Premises for handling or storage of stolen property;
- (l) any nuisance or annoyance caused by pets including barking and fouling; and
- (m) playing ball games close to someone else's home.

8.3 Should any such incidents occur, the Tenant accepts that the Council may take appropriate possession action, or make an application to the Court to obtain a Tenancy Demotion Order; or an Injunction (with a possible power of arrest) against any person whether or not they are the Tenant in accordance with the Housing Act 1996, Crime and Disorder Act 1998, or any legislation in force at the time.

## 9. Pets

### Premises with enclosed gardens

9.1 The consent of the Council will be required before more than one dog is kept at the Premises. The Tenant will keep the dog under proper control at all times and be responsible for keeping dogs on a lead in the communal areas and clearing any waste in a hygienic manner, including at the Premises. No type of dog prescribed under the Dangerous Dogs Act 1991 or any other legislation may be kept at the Premises. The Council's written consent will be required to keep any other animal that may cause a nuisance.

### Premises without an enclosed garden

9.2 The Council's written consent will be required to keep any animal that may cause a nuisance. If consent is granted, the Tenant will keep the animal under proper control at all times and be responsible for keeping dogs on a lead and clearing any waste in a hygienic manner, including at the Premises. Dogs will not be allowed in any communal gardens. No type of dog prescribed under the Dangerous Dogs Act 1991 or any other legislation may be kept at the Premises.

9.3 Not to keep a pet animal if living in a sheltered or grouped housing scheme for older people, with the exception of a caged bird or a similar pet which may be allowed with the written consent of the Council.

9.4 The Council may at any time require the removal of any pet or animal if in its opinion it is kept in a manner prejudicial to the comfort of other Tenants/residents, or the well being of the pet or animal, or detrimental to the Council's property.

## 10. Smoking in Communal Areas

10.1 That neither the Tenant nor any of His visitors will smoke in any of the enclosed communal areas around the Premises.

## 11. Sheltered Accommodation

11.1 That if the Tenant lives in sheltered accommodation, in the interest of safety, He will not have use of gas apart from communal heating.

## 12. Maintenance and Decorations

12.1 To keep the interior of the Premises in good and clean condition (including the sweeping of chimneys) and to decorate all internal parts of the Premises at reasonable intervals as required by the Council.

12.2 To make good at request by the Council any unsuitable decoration or any decoration required on leaving to make the Premises fit for re-letting.

12.3 To be responsible for repair/replacement as necessary of the following:

- Glazing with the exception of older people and proven vandalism (excluding seals to double glazed units)



- Clothes lines and posts (unless communal)
- Coat rails
- Curtain poles/rails
- Dividing fencing
- Door furniture
- Electric plugs, fuses and bulbs
- Fireplace fittings
- Floor and wall tiles
- Gate hinges and fasteners
- Hearths
- Keys/fobs
- Plugs for the bath, basin and sink
- Rear and side garden paths
- Hard-standings and patios
- Wall brackets etc
- Water butts
- Toilet chains, seats and lids

12.4 The Council reserves the right to recharge the Tenant for any damage caused to the items set out in 12.3 above, which are not repaired or replaced by the Tenant.

12.5 To keep the floors in the Premises covered in such a manner as to minimise the transmission of noise arising in the Premises to other parts of the building and to obtain the Council's consent before installing laminate flooring or similar in any flatted accommodation.

12.6 To seek the Council's consent to alter any electrical light fittings, only surface mounted light fittings will be considered.

### 13. Damage

13.1 To keep the interior of the Premises and cooking apparatus and floor coverings in repair. To replace all broken glass and to make good

damage to the exterior or interior (including damage to communal areas and fixtures and fittings) caused by the Tenant, or by the Tenant's household or any visitor of the Tenant.

13.2 In the event of failure by the Tenant to carry out such remedial works within 28 days, then the Tenant will be required to pay any reasonable costs incurred by the Council in carrying out such works either during the period of the Tenancy or when the Tenancy has ended.

13.3 To replace any of the Council's fixtures and fittings removed during the Tenancy and in the event of a failure to replace such fixtures and fittings then to reimburse the Council with the cost of replacing the same during, or after, the termination of the Tenancy, and to pay any reasonable administration costs incurred by the Council in so doing.

13.4 To be responsible for clearing blockages in any WC, drain, sewage or waste pipe caused by the act or neglect of the Tenant, anyone residing with the Tenant or the Tenant's visitors and in the event of the Tenant failing to clear such stoppages within a reasonable time then to be responsible for the cost of the Council so doing.

13.5 To report to the Council promptly any disrepair or defect for which the Council is responsible at the Premises or the communal areas.

13.6 Not to commit any action or act of negligence likely to invalidate the Council's insurances or persist in any such action or act.

### 14. Parking

14.1 Not to park any motor vehicle within the curtilage of the Premises without a hardstanding being in place, and without having the written consent of the Council for a vehicular crossover being constructed in accordance with the policies

of both the Council and the Highways Authority.

14.2 Not to park caravans, boats, commercial vehicles (other than small vans), or trailers within the curtilage of the Premises nor on the Council's estates or any of the Council's garage forecourts. Not to park any vehicles where it would cause an obstruction to the emergency services or obstruct pathways or pedestrian access.

14.3 Not to park heavy vehicles on the estate for prolonged periods. Heavy vehicles are vehicles whose gross unladen weight is 2 tonnes or more.

14.4 Not to park vehicles in ambulance bays at sheltered housing schemes. Not to park vehicles in disabled parking bays at sheltered housing schemes, unless the tenant holds a valid permit.

## 15. Roadways

15.1 Not to block local roadways and other vehicular accesses, and to keep them, and car parking spaces, clear of any unroadworthy vehicles and other obstructions which are under the control of the Tenant.

## 16. Communal Areas

16.1 That if occupying a flat or maisonette (not within a sheltered scheme) to accept a share of the responsibility for the cleaning of the communal parts of the Premises, including all communal windows.

16.2 To keep communal facilities in sheltered accommodation including lounges, guest rooms, kitchen and laundries clear from obstruction and following use by the Tenant leave it generally in the same condition as it was found.

16.3 To keep clear from obstruction all communal areas including balconies, landing, staircases, walkways, fire and security doors (which must not be wedged open) or any other

communal means of access to or from the Premises.

16.4 Not to keep any personal belongings or any other items stored in communal areas other than:

- (a) Pictures hung on the wall, providing they do not contain glass on the frame;
- (b) Mats placed outside front doors, provided that these are rubber backed (non-slip) and have a chamfered edge all round;
- (c) Curtains at windows, provided they are flame retardant; and
- (d) Non-flammable items which are aesthetically pleasing (e.g. plant pots) provided that they are stored in recesses away from the means of escape routes, and not on window sills.

16.5 Carpets in communal areas of flat blocks are not permitted except in certain circumstances as determined by the Council.

16.6 To keep any garden (enclosed, remote, or communal) made available to the Tenant in a tidy and cultivated condition. To keep all existing hedges to a maximum height of two metres. Not to plant Leylandii or Weeping Willow trees and to keep any tree in good condition.

16.7 Not to install any sheds, play equipment, or similar structures in any communal garden. Not to fence off any areas within the communal garden.

16.8 To dispose of refuse and rubbish securely and safely hygienically wrapped into plastic bags and placed into waste bins provided and to place the refuse and rubbish in the correct and suitable area (not any communal area or balcony) in a timely manner in accordance with rubbish collection days. To dispose of appropriate waste materials in re-cycling bags. To remove and dispose of all unwanted items, which are not normally collected by the refuse collectors.

## 17. Alterations and additions

17.1 To obtain the written consent of the Council and any other relevant agency before any alteration or addition is made to the Premises, or to any of the Council's fixtures and fittings, or to the gas, electrical or other services installed therein; or any temporary or permanent building structure or installation, such as a green house, garden pond, decking, garage or shed, is erected or constructed within the curtilage of the Premises.

17.2 Not to fix any installation or item to any external over-clad surface without the Council's consent.

17.3 To complete, once started, authorised work within a reasonable time and to the standard of workmanship required by the Council.

17.4 To obtain the written consent of the Council before erecting any notice or advertisement relating to commercial purposes, or any television, or radio aerial, or television satellite dish, if affixed to the exterior of the Premises.

17.5 To be responsible for the costs of removal and re-installation of any items added as a result of authorised alterations or additions should they obstruct any works the Council may wish to undertake to the Premises or adjoining premises.

17.6 To obtain the written consent of the Council before removing any tree or before any part of the garden is concreted or paved over (other than existing paths).

## 18. Safety

18.1 Not to use or store at the Premises, adjacent garage, or store cupboard, inflammable liquids, gas, or similar.

18.2 The Council strongly advises that the Tenant installs and regularly tests smoke and carbon monoxide alarms in the Premises.

## 19. The Council's Obligations – The Council Agrees:

### Possession

19.1 To give the Tenant possession of the Premises at the commencement of the Tenancy.

19.2 Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises provided that the Tenant complies with this Tenancy Agreement and its obligations, except in the following special circumstances:

- (a) Where access is required subject to reasonable notice, (which may be verbal) to enter the Premises to inspect the condition, undertake the annual gas safety check, or to carry out repairs or other works to the Premises or adjoining property. If this is not granted by the Tenant then an application may be made for a Court Injunction to provide access. In the event of an emergency, (e.g. fire, flood) if forced entry is necessary in the absence of the Tenant, then the property will be made secure thereafter.
- (b) Where possession is required by the Council for the purposes of redevelopment, major rehabilitation or other major works, and the Council in its opinion has offered the Tenant suitable alternative accommodation.
- (c) In order to comply with any Order of the Court to grant the Tenancy to another person.

### Repair of structure and exterior and interior of the premises

19.3 To undertake qualifying repairs at the Council's expense within a prescribed period (to a standard acceptable to the Council) to the structure and exterior of the Premises including communal lighting, drains, gutters, external pipes, roof, outside doors, window sills, window catches



and frames, internal walls, floors, ceilings, doors, window frames, and skirting boards, chimneys, chimney stacks, but not including sweeping of chimneys.

19.4 To provide at the commencement of the Tenancy, wire and post boundary divider. Any further dividing fencing, to a higher specification will be the responsibility of the Tenant.

19.5 To keep in good repair the following installations:

- (a) The installations in the Premises for the supply of water, gas, and electricity, and sanitation including basins, sinks, baths, and sanitary conveniences;
- (b) The installation in the Premises for space heating or heating water;
- (c) Electric wiring (including sockets and switches originally installed by the Council), gas and water pipes; and
- (d) The lift service where provided.

19.6 In the case of flats and maisonettes to take all reasonable steps to keep in good repair the communal entrances, halls, stairways, rubbish chutes, and any other common parts for use of the Tenant or His visitors.

### **Internal Decoration - Communal Areas**

19.7 Make every reasonable endeavour to arrange for the internal redecoration of entrance lobbies, staircases and landings in blocks of flats and/or maisonettes, and communal lounges, kitchens and laundries at sheltered housing schemes at reasonable intervals.

### **External decoration**

19.8 To make endeavours at reasonable intervals to arrange for the external painting of the Premises.

### **Redecoration after structural damage**

19.9 In the case of Premises at which the Council has responsibility for structural defects under this Tenancy Agreement, within 3 months of rectifying the defects or such longer period as may be required due to circumstances outside the Council's control, to make good as necessary any decorative damage caused by the defects.

### **Cleaning services**

19.10 To provide a cleaning service at the communal areas of certain blocks of flats for which a service charge will be levied.

19.11 To arrange for the cleaning of any lifts.

### **Inspection of estates**

19.12 To regularly inspect estates and the buildings and equipment thereon to ensure they are maintained to a reasonable standard.

### **Period of repairs**

19.13 To remedy within a reasonable time all defects reported by the Tenant to the Council for which the Council is responsible, in accordance with this Tenancy Agreement.

### **Exceptions to Repair Liabilities**

19.14 The Council will not to be liable to keep in repair and working order appliances (or their connection to the supply) that makes use of the supply of gas, water and electricity unless these appliances have been provided by the Council.

19.15 Not to be liable to carry out repairs which have become necessary due to the Tenant not using the Premises in a tenant-like manner or by not observing this Tenancy Agreement.

19.16 Not to be liable to rebuild or otherwise reinstate the Premises to its former condition in the

case of substantial destruction.

19.17 Not to be liable to repair or maintain anything, which the Tenant is entitled to remove from the Premises, excepting any damage caused by some act or omission of the Council.

## 20. Tenants Rights

### Lodgers/Subletting

20.1 The Tenant may allow any persons to reside as lodgers in the Premises, but the Tenant will not without the written consent of the Council sub-let or part with possession of part of the dwelling house. If the Tenant parts with the possession of the dwelling or sub-lets the whole of it (or sub-lets first part of it and then the remainder) the Tenancy ceases to be secure and cannot subsequently become secure.

20.2 The Tenancy is not capable of being assigned save by way of exchange or pursuant to an Order made in various matrimonial proceedings or to a person who would be qualified to succeed the Tenant if the Tenant died immediately before the assignment and in all such cases upon conditions which are set out in the Housing Act 1985 or any subsequent legislation.

## 21. Improvements

21.1 Not to undertake any alteration in, or addition to, the Premises including the Council's fixtures and fittings or provision of services to the Premises. Not to erect any satellite dish without the Council's consent.

21.2 The Tenant shall not make any improvement without the written consent of the Council.

## 22. Compensation for Improvements

22.1 Tenants may be compensated after the end of the Tenancy for 'qualifying' improvements carried out to the Premises by the Tenant in accordance with the Leasehold Reform Housing and Urban Development Act 1993, or any subsequent legislation in force at the time the Tenancy is terminated.

## 23. Right to Repair

23.1 Should specified repairs (which the Council is obliged to carry out within the specified timescale in accordance with the Housing Act 1985) not be carried out the Tenant may carry out such repairs to the Premises, and recover from the Council such sums which are determined under the scheme for qualifying repairs.

## 24. Right to Exchange

24.1 The Tenant may, with the written consent of the Council, enter into a mutual exchange with another secure/assured Tenant, provided that the other secure or assured Tenant has the written consent of their landlord. The Council will grant consent subject to the provisions and clauses under either the Housing Act 1985 or the Localism Act 2011 or any subsequent legislation.

## 25. Right to Buy

25.1 The Tenant will have the right to buy the Premises subject to conditions and exceptions in accordance with the Housing Act 1985 (or any subsequent legislation).

## 26. Right to Succeed

26.1 On the death of the Tenant, a person is qualified to succeed the tenant under a secure tenancy if the person occupies the dwelling as the person's only or principal home at the time of the tenant's death and is the tenant's spouse or civil partner, or is a person who was living with the tenant as if they were a spouse or civil partner.

26.2 This express term of the Tenancy Agreement makes provision for a member of a person's family (as defined under S113 of the Housing Act 1985 (the Act)), to succeed to the tenancy provided:

- (a) at the time of the Tenant's death, the dwelling-house is not occupied by a spouse or civil partner, or a person who was living with the Tenant as if they were a spouse or civil partner of the Tenant as his only or principal home; and
- (b) there is no under-occupation; in which case a family member will be allowed to succeed to the tenancy if they meet all of the succession rules set out under the Act and have been residing at the property as their only or principal home for over three years.

26.3 If the property is under-occupied by a family member, and the family member meets all of the succession rules set out under the Act and has been residing at the property as their only or principal home for over three years, they will be made one offer of suitable smaller alternative accommodation. If the successor tenant refuses to move, then the Council will take Court action to seek possession under the Act.

26.4 If the property is occupied by a family member who has resided at the property for less than three years then they will be required to vacate. If the occupier refuses to vacate, then the

Council will take Court action to seek possession under the Act.

26.5 In accordance with the Act, if the tenant himself was a successor there are no further rights of succession. This express term of the Tenancy Agreement makes provision for a person to succeed a successor to the tenancy where the remaining occupant would otherwise have been a successor tenant and will therefore be treated in the same way as if he had the right to succession.

## 27. Household Contents Insurance

27.1 To note the advice of the Council to take out adequate Home Contents Insurance to cover for loss or damage (including water damage) of decorations, goods, or belongings owned by the Tenant and kept at the Premises, including outbuildings.

## 28. Complaints and Compliments

28.1 If the Tenant has a complaint or wishes to register a compliment about any service provided by the Council they can do so under the Council's procedures in force at the time.

## 29. Consultation on Matters of Housing Management

29.1 The Council will consult with its Tenants on matters relating to housing management and any changes to this Tenancy Agreement, by which Tenants will be substantially affected, in accordance with current Government legislation and good practice. This will include informing the Tenant of any proposal in respect of the matter giving the Tenant the opportunity to make their views known within a specified period, considering any representations made prior to any decision being taken.