

## Directorate of Housing and Investment



## Your Introductory / Secure Tenancy Agreement

### **IMPORTANT**

This agreement contains the terms and obligations of your tenancy.

You should read it carefully.

If you do not understand this agreement or anything in it, we strongly suggest that you ask for it to be explained to you before you sign it.

You can speak to a member of the Housing Team, a Solicitor, or the Citizens Advice Bureau for advice.

<b>Contents</b>	<b>Page No</b>
<b>Section 1 – Meaning of words</b>	<b>4-8</b>
<b>Section 2 - About your tenancy</b>	<b>9</b>
Introduction	9
Introductory tenancies	9
Secure tenancies	9
Demoted tenancies	9
Independent Living accommodation	9
<b>Section 3 - Tenancy Agreement for a council property</b>	<b>10</b>
<b>Section 4 - How much will your home cost?</b>	<b>11-13</b>
Payments for your home	11
Service Charge (If applicable)	11
Paying for your home	12
How to pay for your home	13
Introductory Tenancies	13
<b>Section 5 - Living in your home: your rights</b>	<b>14-18</b>
Right to live in your home	14
Right to information	14
Improvements and alterations (secure tenants only)	14
Compensation for improvements	15
Other rights you may have	15
Right to take in lodgers and sublet part of your home (secure tenants only)	15
Assignment of Tenancy	16
Mutual Exchange (secure tenants only)	17
Succession – death of the tenant	17
Right to Buy (secure tenants only)	18
<b>Section 6 - Living in your home: our responsibilities</b>	<b>19</b>
Repairs and maintenance to your home	19
Gas safety inspections and servicing	19
<b>Section 7 - Living in your home: your responsibilities</b>	<b>20-36</b>
Moving in	20
Paying your rent	20
Using the property as your home	20
Second home	20
Misrepresentation of information	21
Housing Fraud	21
Running a business from your home	21
Smoking	22
Nuisance and anti-social or illegal behaviour	22
Nuisance	22
Hate-related crimes, incidents and other harassment	23
Violence and threats	24
Domestic Abuse	24
Unlawful use of your home	25
Damage	26
Security and safety equipment	26

<b>Contents</b>	<b>Page No</b>
Pets, Medical Assistance Dogs and Emotional Support animals	26
Removal of animals	28
Pets and eviction	28
Pets and major work at your home	28
Pests	28
Inspections maintenance and repairs	29
Allowing us to enter your home	29
<a href="#">Controlled access</a>	<a href="#">30</a>
Emergencies	30
Gas safety inspections and servicing	30
Reporting repairs	31
Repairs you are responsible for	31
Maintenance	31
Storing materials that catch fire easily	31
Gardens	32
Rubbish and other refuse	32
Personal property and insurance	33
Lost keys and door entry fobs	33
Parking and vehicles	33
Powered mobility aids	34
Additional conditions - Living in a flat or maisonette	34
Ending your tenancy	35
Abandoning your tenancy	36
<b>Section 8 - General Terms</b>	<b>37</b>
Services of Notices	37
Service of Notices on you	37
Service of Notices on us	37
Consultation	37
Complaints	37
<b>Section 9 - Data Protection</b>	<b>38-41</b>
Tenancy Services privacy notice	38
Data controller	38
Why we collect your personal data	39
Our lawful basis to use your personal data	39
What personal data we collect	40
Who we share your personal data with	40
How long we keep your personal data	41
Your rights relating to personal data	41
How to find out more about my personal data rights	41
<b>Section 10 – Signature</b>	<b>42</b>

## Section 1 - Meaning of words

This section sets out what we mean by the words used in your tenancy agreement. The words have very exact meanings in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

Where we make reference to any relevant laws (Acts), we mean the current law or any subsequent amendments or regulations in the future that govern any part of this agreement.

<b>You, your, or tenant</b>	If you are joint tenants, the word 'you' or 'tenant' refers to both tenants but also to either tenant. This is because each of you, as individuals, has complete responsibility for keeping to the terms of the Tenancy Agreement.
<b>We, us, our, the council</b>	City of Lincoln Council - the landlord of your property (our officers, approves contractors and agents)
<b>Your home, the home, the property</b>	This is the building or part of a building that you have the right to occupy under this agreement. It also includes any garden that is part of the property and is used only by you and members of your household. It does not include any area that you share with another household.
<b>Housing Officer</b>	A member of staff employed by the council to manage tenancies.
<b>Member of the Housing Team</b>	Any member of staff working in housing, including tenancy management, homelessness and allocations, housing repairs or planned maintenance
<b>Animals</b>	Any type of animal including mammals, reptiles, birds or livestock.
<b>Anti-Social Behaviour (ASB)</b>	(a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person, (b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or (c) conduct capable of causing housing-related nuisance or annoyance to any person.

<b>Assignment</b>	legal transfer of a tenancy by deed by the tenant to a person who meets the criteria as set down in law.
<b>Domestic Abuse</b>	A pattern of abusive behaviour between individuals aged 16 and over who are personally connected because of being, or having been, intimate partners or family members, regardless of gender or sexuality. Behaviours include physical, sexual, threats, economic, emotional, controlling and coercive abuse.
<b>Emotional Support Animal</b>	Any animal allowed under the policy that provides emotional support, and you have a medical prescription for.
<b>Fixtures and Fittings</b>	<p>These include all the appliances and furnishings that are already in the home when you move in or later installed by us. They include installations for supplying or using gas, electricity and water. These are a permanent part of the home and must not be removed or tampered with.</p> <p>Some examples of fixtures and fittings are:</p> <ul style="list-style-type: none"> <li>• kitchen units</li> <li>• pipe work</li> <li>• meters</li> <li>• baths</li> <li>• taps and drainage fittings</li> <li>• electrical sockets and wiring</li> <li>• all windows and doors, both inside and outside and</li> <li>• door and window furniture (handles, catches, locks and stays)</li> </ul> <p>This list is to provide examples – it is not a complete list.</p>
<b>Fraud</b>	Examples include, but are not limited to, subletting the property, abandoning the property, not telling the truth so as to induce the granting of a tenancy, housing benefit and council tax fraud.
<b>Furniture</b>	Most properties do not contain any furniture. If there is any furniture in your property, it will be included on a list as part of your tenancy agreement.

<b>Garden</b>	Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths, paved areas and decking.
<b>Household</b>	The tenant, their partner, their children and any other family members living at the property as agreed by City of Lincoln Council.
<b>Independent Accommodation Living</b>	Independent Living accommodation is for people over a certain age or people who have a physical, mental health or learning disabilities or other vulnerabilities, and who can live independently, but who seek a safe environment with minimal support. All Independent Living applicants will be assessed by the Independent Living Team to determine the applicants' eligibility against the Independent Living criteria.
<b>Introductory <del>Tenancy</del>/Tenant</b>	New tenants who have not moved from another secure or assured tenancy and have a minimum of 12 months trial period to show they can keep to the terms of this agreement.
<b>Legal Notice</b>	In this agreement a Legal notice is a formal written document, given either by you or the Council, saying that you or the Council intend to end the tenancy agreement.
<b>Lodger</b>	A lodger is a person who rents a room in your home, whilst you are living in the home. They may receive some services from you such as laundry/cleaning/cooking.
<b>Locality or Neighbourhood</b>	The local area where you live, for example the estate. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations and may include local shops and facilities for example schools, leisure centres and open spaces.  <del>When referring to an Estate we consider an estate to be any area of the city where there are a significant</del>

	<del>number of council properties.</del> This will also include some areas outside the city that are covered in our Allocations Policy.
<b>Medical Assistance Dog</b>	A fully registered dog that has been specifically trained to provide you with assistance for a medical condition, such a visual or other sensory impairment or alerting for seizures. These dogs are only available through registered charities who have strict eligibility criteria that you would need to meet.
<b>Mutual Exchange</b>	To swap your secure tenancy with another secure or assured tenant.
<b>Neighbour</b>	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
<b>Permission</b>	Written authority from the landlord giving you permission to do something
<b>Pests</b>	Any animal, plant or insect detrimental to humans. <del>including (but not limited to) ants, cockroaches, bed bugs, wasps, mice, rats, beetles, fleas and pigeons</del>
<b>Pets</b>	Any living creature, allowed by our policy, that is kept by you in your home intentionally.
<b>Tenant</b>	<del>Tenant is the person or persons (main and joint tenant) who have signed the tenancy agreement granting the right to occupy. This legal relationship establishes specific rights and obligations between the tenant and landlord.</del>
<b>Secure Tenancy/tenant</b>	By law, secure tenants have the right to stay in a home unless a court grants an order for possession of the home, or we Demote their tenancy.
<b>Service Charge</b>	These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example lifts and door entry systems, or common areas.

<b>Shared or Communal Areas</b>	This includes stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, bin stores, parking bays and other areas that can be used by more than one person living in the same building.
<b>Sublet</b>	Allowing another person to live in the property or part of the property that you rent instead of yourself.
<b>Succession</b>	This is the term used to describe the tenancy of a property passing to a person who qualifies by law on the death of the tenant.
<b>Transfer</b>	A move to a different property through the Homefinder Housing Register
<b>Vehicle</b>	Any motorised vehicle including a boat, caravan, mobility scooter or e-scooter.

## **Section 2 - About your tenancy**

### **Introduction**

**This is a very important document. Please read it carefully. It is the legal contract between you and the council. It sets out the rights and responsibilities you have as a tenant and the responsibilities we have as your landlord.**

2.1 You should get advice if there is anything in this document that you do not understand. A member of the Housing Team, Citizen's Advice Bureau or a Solicitor should be able to help you.

2.2 This tenancy agreement is used for:

- Introductory tenancies
- Secure tenancies
- Demoted tenancies

### **Introductory tenancies**

2.3 Unless you are transferring from a secure tenancy, or an assured tenancy with a registered social landlord (but not an assured shorthold tenancy), you will start as an **'introductory tenant'** (see paragraph 3.12).

### **Secure tenancies**

2.4 A secure tenancy means that you can keep your home for as long as you want, unless there is a legal reason for us to repossess your home. These legal reasons are called 'Grounds for Possession' and are found in the Housing Act 1985. For us either to gain possession of your home or to make you move to another property, a County Court must agree with our request.

### **Demoted tenancies**

2.5 The council can apply to the County Court for a Demotion Order under the Housing Act 1985 as amended by the Anti-social Behaviour Act 2003. A Demotion Order will be granted if the court is satisfied that the person who is the secure tenant, or any person who lives in or visits the home, takes part in anti-social behaviour, or threatens to do so or has used your home for an unlawful purpose. A demoted tenancy is not a secure tenancy, and your rights are reduced to a similar level as an Introductory Tenancy.

### **Independent Living accommodation**

2.6 Independent Living accommodation provides a managed environment in which older people can live safely. All schemes are linked to an emergency alarm system and have access to the services of the Independent Living Team. To meet the criteria for this type of accommodation, you must be over the minimum age limit for the scheme or have a disability (which will be assessed on an individual basis and balanced against support provided and the existing tenant group in the scheme), have a need for and be willing to accept the services of the Independent Living Service. There is a separate charge for this support (see section 3 paragraph 3.2 below) and you may be eligible to receive help with this payment.

### Section 3 - Tenancy Agreement for a council property

The address of the property covered by this agreement	
The garden associated with this property (give details where applicable)	
This is an introductory tenancy (Please tick as appropriate)	
The date the introductory tenancy will become a secure tenancy if there are no breaches of this agreement	
This is a secure tenancy (Please tick as appropriate)	

This tenancy agreement is between: City of Lincoln Council (Landlord) and

Name	Date of birth	National Insurance Number

#### Who will live in your home?

Please check the details below of all the people who will normally live in your home (your household).

Name	Relationship to you	Date of birth	National Insurance Number (if over 16)

The maximum number of people allowed to live in your home is (.....)

#### Change in circumstances or contact details

You **must** tell us about any change in your circumstances or in the details of your household because it can have an impact on whether your home is too small or too large for your household. It can also affect your Benefits entitlement. You can discuss any change in your circumstances with your Housing Officer.

## Section 4 - How much will your home cost?

### Payments for your home

4.1 The weekly payments for your home at the start of your tenancy (including any charge for services provided under this tenancy agreement)

<b>Charge</b>	<b>Amount £</b>	<b>Weekly</b>
Rent	£	Per week
Service Charge (details below)	£	Per week
Any additional costs Detail:	£	Per week
Rent arrears of £	£	Per week
Arrears payable at (as detailed in the supplementary term attached to this agreement)	£	Per week
<b>Total</b>	<b>£</b>	<b>Per week</b>

### Service Charge (If applicable)

4.2 The service charge above is the total amount that we will charge you for the following services (where relevant to your property):

<b>Service Charge</b>	<b>Amount £</b>	<b>Weekly</b>
Individual Heating and Lighting	£	Per week
Electrical Mechanical Maintenance	£	Per week
Grounds Maintenance	£	Per week
Cleaning and Caretaking	£	Per week
Gas Maintenance	£	Per week
Estate Services	£	Per week
Communal Aerial	£	Per week
Communal Electricity and lighting	£	Per week
Door Entry	£	Per week
Lift	£	Per week
CCTV	£	Per week
Garage in Curtilage or Allocated Parking Space	£	Per week

Other (please specify)	£	Per week
Heating (Independent Living)	£	Per week
Water (Independent Living)	£	Per week
Support (Independent Living)	£	Per week
Alarm System (Independent Living)	£	Per week
Communal Heating and Lighting (Independent Living)	£	Per week
Other Detail:	£	Per week
Other Detail:	£	Per week
<b>Total</b>	<b>£</b>	<b>Per week</b>

### **Paying for your home**

4.3 The rent and any other charges shown in this agreement are payable in advance and are due on Monday each week. You should plan for saving the advance amount to pay when you sign up for the property. You must pay your rent and other charges when they become due, without any deduction or set off.

4.4 In calculating your rent, we work out your weekly rent (which is calculated in line with government guidelines). This is then charged to your rent account every Monday over 52 or 53 weeks depending on whether there are 52 or 53 Mondays in the year.

4.5 If you are joint tenants, you are all responsible, individually and together, for keeping to all the conditions of this agreement. You must all make sure that your rent and other charges are paid.

4.6 We may increase or decrease the rent from time to time, usually in April. You will be told in writing at least four weeks before any change.

4.7 Some tenants pay extra charges with their rent for services provided with the tenancy. You will be told about this if you are one of these tenants. If you do have to pay additional charges, a breakdown of these is shown in section 3 paragraph 2.1 of this agreement. We may increase or decrease these charges at any time. We may also add to, reduce or withdraw any services. You will be told in writing at least four weeks before any change.

4.8 In some properties there is a charge for utilities bills that tenants have to pay a portion of. Individual bills will be sent to tenants after the council has received the full bill. This means that if tenants have moved out before the bill is sent, they will still be liable for the cost for the time they were living in the previous property.

4.9 If you do not pay your rent and other charges for your home or persistently pay late, we can go to court to get permission to evict you from your home. We can also seek a County Court Judgment for the money and enforce it through the Court. The costs of this application can also be recovered against you if ordered by the court.

### **How to pay for your home**

4.10 Your rent and all service charges are payable weekly in advance on Monday of each week.

4.11 We will make a range of ways to pay available, including, but not limited to, Direct Debit, online payments, phone payments, and making payments with a rent card.

### **Introductory Tenancies**

4.12 If you are an introductory tenant the section on the front of your tenancy agreement will be completed to show when the introductory tenancy will end if there are no breaches of this agreement. You have fewer legal rights than a secure tenant.

4.13 Your introductory tenancy is a **trial period that lasts 12 months (unless extended by 6 months)**. You must show us that you are responsible enough to keep your home. To do this you must comply with the terms of your tenancy agreement.

4.14 Your introductory tenancy will automatically become a secure tenancy after 1 year unless you breach any of the terms of your tenancy agreement during that period. If you do breach the terms of your Tenancy Agreement, we may serve you with a notice to extend the trial period by 6 months or, if the breach is serious, to end the tenancy altogether. You will have the right to request a review of our decision.

4.15 As an introductory tenant you can be evicted much faster than a secure tenant if you have breached the terms of your tenancy agreement.

## Section 5 - Living in your home: your rights

### Right to live in your home

5.1 You have the right to live in your home without us interfering, if you use it as your only or principal home and do not break any of the terms of your tenancy agreement, and if we don't have any grounds for possession.

There are duties on us that you must give us access to carry out and these are explained in section 6. We will give you reasonable notice when we need access to carry out our legal duties.

### Right to information

5.2 You have a right to information from us about your tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord. Details about what information we hold and how we use it are in the Privacy Notice at the end of this agreement.

### Improvements and alterations (secure tenants only)

5.3 You have the right to carry out improvements and alterations to your home **if we have first given you written permission to do the work**. We will not unreasonably withhold permission.

5.4 You may need other approvals, for example Planning Permission and Building Regulations approval. You must check whether other approvals are needed before you start any work.

5.5 When we say 'improvements and alterations', we would always include:

- attaching TV aerials/satellite dishes to your home
- tiling floors or walls
- laying laminate/wooden flooring
- installing fitted kitchen units
- fitting a bathroom suite or electric shower
- replacing inside and outside doors
- removing inside walls or building partitions
- building fireplaces or fire surrounds, including replacing or installing gas or electric fires
- installing a wood or solid fuel burner
- fitting wood panelling or cladding
- fitting built-in wardrobes or cupboards
- putting up wall lights and ceiling lights, and changing electrical wiring
- altering the central heating system, for example, pipe work and radiators
- building sheds, garages, greenhouses, outhouses, fences and decking
- fitting closed-circuit television systems (CCTV) or other recording devices, such as video doorbells
- fitting a security alarm
- fitting Electric Vehicle charging points
- hardstanding for parking
- creating patios or decking areas

This is not a complete list. When you apply to carry out an improvement or alteration, we may need to access to your home so that we can decide whether you can go ahead.

5.6 Permission will not be given for any work that interferes with the health and safety requirements on your home or creates a hazard, such as altering fire doors or damaging asbestos.

5.7 Permission will not be given for laying laminate/wooden/tiled flooring in any flats or maisonettes above the ground floor because of the noise nuisance this can cause. In exceptional circumstances, we may give permission for this type of flooring in ground floor properties.

5.8 You must not add any textured surfacing to walls or ceilings in the property, such as artex. If you do this, we will charge you the full costs of removing it.

5.9 If you live in a timber-framed property, you will need to show us proof that the person carrying out the work is fully competent and have the correct liability insurance to work on this type of building and has the means to reinstate fire stopping barriers built into the structure. There is a higher risk of extensive damage to the structure if an unqualified person causes a fire while carrying out work. You will be liable for the full cost of any damage if a competent person is not employed.

5.10 If you are given permission for CCTV or any other recording device, you are the “data controller” for the device and must comply with the Information Commissioner’s Office regulations. You must make sure the devices are not set up to record your neighbours’ properties.

5.11 If you carry out alterations or improvements to your home **without our written permission**, we may ask you to restore your home to its original condition. If you do not restore your home to its original condition, then we can do this work and charge you the full costs.

### **Compensation for improvements**

5.12 You have the right to claim compensation for certain improvements, which you have made to your home after a certain date [where permission has been granted](#). You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

### **Other rights you may have**

#### **Right to take in lodgers and sublet part of your home (secure tenants only)**

5.13 **Lodgers (secure tenants only)**. If you are a **secure tenant**, you can take in lodgers. You must ask permission before having lodgers in your home because it changes the details of your household. You must not overcrowd your home by exceeding the maximum number referred into in section 2.

**5.14 Lodgers (Independent Living)** If you live in Independent Living accommodation, you must not overcrowd your home and you must notify your Housing Officer within 7 days of any lodger moving into your home.

Any person living with you, as a lodger must **not**:

- be under the minimum age requirement for your home
- use or make any demands upon the Independent Living Service
- use any communal service provided within the scheme
- pose a risk to you or other tenants

5.15 If you take in lodgers and are being paid Benefits, this might affect your claim if you are in receipt of Universal Credit (Housing Payment), or Housing Benefit if an Independent Living tenant. You must tell the Benefits section of the council about any changes in your circumstances immediately.

**5.16 Subletting (secure tenants only)** If you are a **secure tenant**, you have the right to sublet part of your home, if this does not cause your home to become overcrowded by exceeding the maximum number referred into in section 2, but you must get our written permission first. We will not unreasonably withhold permission.

**You must not sublet the whole of your home as this invalidates your secure tenancy. If you do, we will serve a notice to quit and then repossess your home.**

### **Assignment of Tenancy**

5.17 If you are a **secure tenant**, you can pass on (assign) your tenancy to another person in the following circumstances:

- By mutual exchange (see paragraph 4.19 below)
- Under certain court orders made in family law or civil partnership law
- To a person who would be qualified to succeed you if you died immediately before the assignment, if you have asked our permission first. We will not unreasonably withhold permission

5.18 If you live in Independent Living and wish to assign a tenancy to another person, the other person must fulfil the Independent Living criteria (see section 10 'Meaning of words')

5.19 If you are an **introductory tenant**, you can pass on (assign) your tenancy to another person in the following circumstances:

- Under certain court orders made in family law or civil partnership law; or
- To a person who would be qualified to succeed you if you died immediately before the assignment, if you have asked our permission first. We will not unreasonably withhold permission.

5.20 If you are a **demoted tenant**, you can pass on (assign) your tenancy only where a court has made an order under certain provisions of family law or civil partnership law, which require you to assign the tenancy.

## **Mutual Exchange (secure tenants only)**

5.21 If you are a **secure tenant**, you have the right to exchange your home by assigning it to another tenant of a local authority or a registered social landlord such as a housing association. This is known as “mutual exchange”.

5.22 In order to exchange your home with another tenant you must make sure that:

- You get written permission from us before you exchange
- The other tenant gets written permission from their landlord
- Any reasonable conditions attached to the exchange are met, for example, payment of unpaid rent or any breaches of tenancy are put right. This includes making sure the property is in a good state of repair and free from hazards
- No form of payment is made between you to make the exchange happen

5.23 We, or the landlord of the person you want to exchange with, can refuse consent if:

- You or the person with whom you want to exchange is subject to an order of the court for the possession of the home of which you or they are the secure tenant
- Either of the homes is too large or small for the households who are involved in the exchange
- The home has been built or adapted for people with disabilities or is part of a group of special needs accommodation and the exchange would result in the home being occupied by someone without those needs
- Any of the other grounds for refusal set out in Schedule 3 to the Housing Act 1985 apply (or the Housing Act 1988 if you are exchanging with a tenant of a Private Registered Provider such as a housing association)
- The other person to whom the tenancy is due to be assigned does not fulfil the Independent Living criteria (see section 10, ‘Meaning of words’)

## **Succession – death of the tenant**

5.24 Only one succession per tenancy is allowed. Therefore, if a tenant is already a successor, the tenancy cannot be passed on again.

5.25 If you are secure tenants with a joint tenancy, then if one tenant dies the surviving tenant(s) will automatically take on the tenancy.

5.26 If you are a secure tenant and are a sole tenant who has not succeeded to the tenancy, then your tenancy can be passed on to your spouse or civil partner if they are living with you when you die. If you have no spouse or civil partner, then under the Housing Act 1985 (section 113) certain members of your family may succeed to the tenancy if they have been living with you for at least 12 months at the date of your death.

5.27 If you are introductory tenants with a joint tenancy then if one tenant dies the surviving tenant(s) will automatically take on the tenancy.

5.28 If you are an introductory tenant with a sole tenancy who has not succeeded to the tenancy then your tenancy can be passed on to your spouse or civil partner if they are living with you when you die. If you have no spouse or civil partner, then certain members of your family may succeed to the tenancy if they have been living with you for at least 12 months at the date of your death.

5.29 The tenancy will become secure at the end of the introductory period (or any extension of the introductory period) provided that no steps have been taken to end the tenancy.

5.30 If you are demoted tenants with a joint tenancy, then if one tenant dies the surviving tenant(s) will automatically take on the tenancy.

5.31 If you are a demoted tenant with a sole tenancy who has not succeeded to the tenancy then the tenancy can be passed to your spouse or civil partner, if they have been living with you for at least 12 months at the date of your death. If you do not have a spouse or civil partner, then certain members of your family may succeed to the tenancy if they have been living with you for at least 12 months at the date of your death.

5.32 The tenancy will become a secure tenancy at the end of the demotion period provided that no steps have been taken to end the tenancy.

5.33 Where there is no spouse or civil partner and more than one family member wishes to succeed to a tenancy, the family members will be encouraged to decide amongst themselves. We will encourage the use of mediation to assist families in reaching a decision. Where the family members cannot agree, the council will exercise its discretion and decide who is to succeed to the tenancy.

### **Right to Buy (secure tenants only)**

5.34 If you are a **secure tenant**, you may have the right to buy your home (subject to certain statutory exceptions) under part V (5) of the Housing Act 1985 (or any Act that subsequently amends this). There is a qualifying period. Further information on the right to buy your home is available on request. Certain properties, such as Independent Living, are excluded from the right to buy.

5.35 **You do not have this right** if you have an introductory tenancy, but you can count the introductory tenancy time before your tenancy becomes secure towards the qualifying period.

5.36 **You do not have this right** if you have a demoted tenancy and cannot count any time during which the tenancy is demoted towards the qualifying period.

5.37 Even if you are a secure tenant we can ask for a court order suspending your right to buy your home if you or a person living in or visiting your home has behaved, or has threatened to behave, in an anti-social way or has used or threatened to use your home for an unlawful purpose.

## Section 6 - Living in your home: our responsibilities

### Repairs and maintenance to your home

6.1 We are responsible for the structure, exterior, services and fixtures and fittings to the property and any communal areas in the building (excluding communal gardens).

6.2 We will **not** repair alterations or extra items that you have fitted unless they are found to be causing damage to the property or have created a hazard. You will be charged the full cost for these repairs.

6.3 We will be responsible for repairs to the following:

- the structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided,
- any electrical wiring and gas and water pipes and installations we have provided,
- any heating equipment and water-heating equipment we have provided (or taken responsibility for), and
- any shared areas around your property except communal gardens.
- breakages to window or door glass caused by a criminal act and a crime reference number is provided

6.4 More information about our responsibilities can be found in our Repairs and Maintenance Policy.

### Gas safety inspections and servicing

6.5 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) at intervals of no more than 12 calendar months to comply with our duties as a landlord and the Gas Safety (Installation and Use) Regulations 1998 (and any new laws or regulations that come into force). We will give you written notice when we need access to your home for these purposes. You **must** allow us access to the property to conduct these inspections, failure to allow this could result in us taking legal action against you and we will seek to recover the costs of this action from you.

[Further information about allowing access can be found in our Access Policy.](#)

## **Section 7 - Living in your home: your responsibilities**

### **Moving in**

7.1 You must move into your home **within 14 days of signing your tenancy agreement** or within any longer period that we agree in writing. You must pay your rent and other charges from the date that your tenancy starts even if you move in later. If you are moving from one City of Lincoln Council property to another, you will be responsible for paying both rents if you delay moving and keys are not returned on the agreed date.

### **Paying your rent**

7.2 **You must pay the rent and other charges weekly in advance. Your rent is due on Monday of each week.**

7.3 If you are joint tenants, you are all responsible for the rent and all the other charges, and for any rent arrears.

7.4 If you do not pay the rent and other charges on time, or do not keep to an agreement to pay, we will take legal action against you, which could result in you losing your home.

### **Using the property as your home**

7.5 You must use your home as your only or principal home and to do that you must:

- live in your home; and
- use your home as your only or principal home.

7.6 You must tell us if you intend to be away from your home for a period longer than 28 days. You must tell us in writing before you go and provide a forwarding address and telephone number and/or contact details of someone we may contact in an emergency. This is important because if you fail to inform us and your home is empty, we may decide that you have stopped using it as your only or principal home and serve a notice to quit and this could result in you losing your home.

7.7 If you are unintentionally away from your home for more than 28 days, such as an unexpected hospital admission, you must tell us or ask a medical professional or relative to tell us, as soon as you are able to.

7.8 You must continue to pay your rent whilst you are away from your home.

### **Second home**

7.9 During your tenancy you must not (either solely or jointly) own or rent any other residential property which is physically and legally available for you to live in and which would be reasonable for you to live in as your home. You must tell us immediately if you own a residential property or have another residential lease or tenancy.

7.10 If you inherit a property this condition is enforceable once the inherited property is no longer subject to probate, or you have owned the property for more than 12 months.

7.11 If we discover that you have a legal or beneficial interest in another property, we will require you to provide evidence that this it is not your principal home.

7.12 In deciding whether you have broken this tenancy condition, we will consider your circumstances and whether seeking possession of the council property is a necessary and fair response to the situation, balancing the council's landlord interests with the tenant's right to housing and:

- Whether the property is fit to live in.
- Whether you have acquired the property for use as a holiday home only and whether it is suitable for that purpose
- Whether the property is suitable for your household, considering the size of the property, your income and employment, any disability or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances

### **Misrepresentation of information**

7.13 This tenancy is granted to you on the basis that the statement made by you, or someone acting on your behalf, for us to grant you the tenancy is truthful. If we discover that you have knowingly or recklessly made a false statement or have had a material change in your circumstances before being housed that you did not tell us about, we will take steps to end the tenancy and repossess the property and we may consider taking action in respect of housing fraud.

### **Housing Fraud**

7.14 You must not carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling us the truth about your circumstances which led to you being given a tenancy or housing-related benefits you are not entitled to.

7.15 Housing fraud can result in criminal prosecution, civil financial penalties and court action to bring your tenancy to an end.

7.16 More information can be found in our Tenancy Fraud Policy.

### **Running a business from your home**

7.17 You or any member of your household must not run a business from your home without obtaining prior written permission from the council. When deciding whether to grant permission the council will consider factors such as any noise or nuisance that may be caused to your neighbours or whether damage is likely to occur to the property or any common areas. Permission will not be granted if it would result in a breach of planning legislation, but it is your responsibility to ensure you are complying with planning and any other legal requirements. Your business must not cause any nuisance to neighbours or anyone lawfully in the locality or permission may be revoked.

7.18 You must not hold or permit any in-person sale or auction at your home or on the common areas without prior written permission from the council.

### **Smoking**

7.19 “Smoking” refers to smoking tobacco or anything that contains tobacco or smoking any other substance, including the use of vapes and medical cannabis.

7.20 You must make sure that your home is smoke-free when employees of the council, or our agents or contractors attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home.

7.21 You or anyone living in or visiting your home (including children) must not smoke in stairwells on landings or other enclosed communal areas such as corridors, and entrances. It is against the law to smoke in communal areas.

### **Nuisance and anti-social or illegal behaviour**

7.22 We will take legal action against you, as the tenant, if you, anyone living with you or any visitors to your home (including children) take part in anti-social behaviour, either at your home or within the locality of your home.

7.23 If you are evicted from your home due to anti-social behaviour, we are extremely unlikely to offer you accommodation in the future unless there have been major changes in your circumstances. We will also tell other landlords that we have evicted you for anti-social behaviour if they ask us.

### **Nuisance**

7.24 You are responsible for the behaviour of every person (including children) living with you permanently or temporarily and of people who visit your home with your permission. You are also responsible for the behaviour of any animals living in or visiting your home.

7.25 You are responsible for their behaviour while they are at your home, in the locality of your home, and in any shared areas (for example, stairs, lifts, landings, entrance halls, gardens, bin stores and parking areas).

7.26 You must ensure that you, or anyone living in or visiting your home (including children) do not cause or behave in such a way as to be likely to cause nuisance annoyance or disturbance to anyone in the locality (see Section 10 “The meaning of words” for more information on what the locality is)

7.27 Examples of what may cause nuisance, annoyance or disturbance to your neighbours include:

- Playing a television or music loudly (so that it can be heard outside your home)
- Playing loud music in gardens or in a vehicle
- Slamming doors
- Banging on walls or ceilings
- Obstructing communal areas
- Dog barking and fouling

- Allowing dogs to wander or foul common areas
- Keeping unsuitable or dangerous animals
- Offensive behaviour
- Shouting, screaming and swearing
- making indecent or offensive gestures
- Drunkenness
- Prostitution
- Graffiti
- Selling drugs or drug abuse
- Having large numbers of visitors regularly in and around your home
- Dumping rubbish
- Causing noxious odours
- Inconsiderate use of DIY or household electrical equipment
- Interfering with boundary fences and hedges and causing a dispute

This list is to provide examples – it is not a complete list.

7.28 More information can be found in our Noise Policy.

### **Hate-related crimes, incidents and other harassment**

7.29 You or anyone living in or visiting your home (including children) must not discriminate against, intimidate or harass any other person or group or commit any criminal offence towards any person (or their home) in the locality because of their colour, race, ethnic or national origin, gender, sexual orientation, age, physical or mental disability, religious belief or culture.

7.30 Examples include:

- violence or threats of violence towards anybody
- using 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 belongings
- writing threatening, abusive or insulting graffiti
- doing anything that interferes with other people being able to live peacefully in their home or in the locality

This list is to provide examples – it is not a complete list.

7.31 You or anyone living in or visiting your home (including children) must not display any sign, notice or advert at your home or in the locality that:

- is obscene, indecent or pornographic
- could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion or sexual orientation
- could reasonably cause offence to a neighbour or any person passing your home

## Violence and threats

7.32 You, anyone living with you or any visitors to your home (including children) must not make threats or be violent to anyone else in the locality. This includes using any animals that live with you, or are visiting you, in a threatening way.

7.33 You, anyone living with you or any visitors to your home (including children) must not make threats or be violent towards any council employee, any contractor or anyone working on our behalf, any consultant or City Councillor, this includes when you telephone or visit any council offices, if you are visited at your home, or in any other situation. This includes using any animals that live with you, or are visiting you, in a threatening way.

7.34 More information can be found in our Antisocial Behaviour Policy.

## Domestic Abuse

7.35 You must not threaten or be abusive towards anyone who is or has been your intimate partner or family member or a member of the same household, whether they are living with you or in the locality and you must not be abusive to anyone who lives with you to make them leave your home.

7.36 Domestic abuse is any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse:

- psychological
- physical
- sexual
- financial
- emotional
- economic abuse

**Controlling behaviour** is a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

**Coercive behaviour** is an act or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish, or frighten their victim.

**Economic abuse** is where a perpetrator of domestic abuse may restrict, exploit and sabotage the victim's access to money and other resources, such as food, clothing, transportation and a place to live.

7.37 If someone responsible for domestic violence continues to live in one of our properties (and the victim has been forced to leave their home because of the violence), where appropriate, we will use our legal powers to repossess the home.

## Unlawful use of your home

7.38 You or anyone living in or visiting your home (including children) must not use your home or the locality for any activity that is unlawful, including but not limited to the following:

- possessing, using, storing, keeping or producing illegal drugs
- supplying or offering to supply illegal drugs to another person
- possessing illegal drugs with the intention of supplying them to another person
- cultivating any Cannabis plants
- storing stolen goods or contraband
- storing any ~~illegal~~ guns or other weapons
- storing or creating any explosive or incendiary materials/devices
- using or carrying offensive weapons
- prostitution
- sexual offences
- taking electricity from the mains illegally

This list is to provide examples – it is not a complete list.

7.39 We will always consider applying for possession of your home (which will end your tenancy), if there is a breach of any part of this condition, and if you or a person residing in or visiting your home:

- is convicted of using your home or allowing it to be used for supplying or offering to supply drugs; or
- is convicted of any other offence that involves your home being used for illegal or immoral purposes, including for the storage or keeping of illegal guns or other weapons, drugs, prostitution or involvement in trafficking and exploitation of others.

7.40 We will cooperate fully with the police in all circumstances of immoral or illegal use of your home.

7.41 “Drugs” means any “controlled drug” within the meaning of the Misuse of Drugs Act 1971, and regulations made under it, and any Act(s) replacing it. It does not include any controlled drug, such as Methadone, which is in the possession and control of the holder of a lawful prescription for it.

7.42 “Weapons” means any ~~prohibited~~ weapon (such as knives, machetes, swords and other bladed items), firearm, shotgun, bows, ~~catapult~~, crossbows, CS Gas, or air-powered weapon (for example, an air rifle or BB guns). ~~in the property without appropriate firearms or shotgun certification required by any legislation and not without the council’s written permission (whether any certification is required). If you are permitted to keep such an item, you must make sure that it is secure, and you must always comply with any legal requirements or any conditions of our permission.~~

7.43 You or any person living with you must not become a member of a gang or allow a member of a gang to visit the Property

7.44 When we refer to a gang, we mean 'a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.' Significant harm can have one or more of the following characteristics: significant profit or loss; significant impact on community safety; serious violence; corruption; exercise of control.

### **Damage**

7.45 You, anyone living with you or visiting your home (including children) must not deliberately or negligently damage any council property or council owned land (this includes putting graffiti on any of our property). You must not allow animals living in or visiting your home to damage any council property. This includes damage caused to your home by animal waste. We will charge you the full cost of work we do to put right any damage.

### **Security and safety equipment**

7.46 You, anyone living with you or visiting your home (including children) must not interfere with any security or safety equipment in communal blocks. This includes things like jamming or propping doors open and letting strangers in without identification.

7.47 Fire doors:

- should be kept shut when not in use
- tenants or their guests should not tamper with self-closing devices on fire doors
- tenants must report any fault or damage to fire doors (or fire safety equipment) immediately to the council

7.48 The door locks [in](#) flats, maisonettes and Independent Living schemes are normally special locks for fire safety or on a suite of keys to enable access in case of emergency. You **must not** change the locks on the doors of your home if you live in a flat, maisonette or Independent Living scheme. You must contact the council to replace those locks. Unless the lock needs changing because of a crime (with a crime reference number), you will be charged the full cost of replacing the lock.

### **Pets, Medical Assistance Dogs and Emotional Support animals**

7.49 You, anyone living with you or any visitors to your home (including children) can keep pets (maximum of 2 per property), but you must apply for permission before you get them or move into a council property.

7.50 The council is positive about tenants keeping pets, not just cats and dogs but rabbits, budgerigars and fish. The type of pet we consider suitable include, but is not necessarily restricted to:

- dogs
- domestic, non-feral cats
- domesticated rabbits
- budgerigars and other similar caged birds

- fish suitable to be kept in domestic aquariums
- domesticated rodents such as rats, mice, gerbils and hamsters
- insects and spiders that cannot cause serious harm to people or other pets
- non-poisonous snakes and reptiles under two feet in length fully grown.

7.51 Permission to keep dogs or cats will not be given for multi-storey flat blocks (4 floors or more) except registered medical assistance dogs or emotional support animals (see the Meaning of words section at the end of this agreement for more information about assistance and support animals).

7.52 You must understand the importance of protecting the welfare of animals being kept as pets, medical assistance dogs or emotional support animals, and that the council will take positive steps to protect them from harm in our properties.

7.53 More information about protecting the welfare of animals can be found in our Pets, Medical Assistance Dogs and Emotional Support Animals Policy, but this would include:

- keeping them in a clean, secure and warm environment
- providing daily access to enough food and water
- vaccinating them against disease
- treating them for fleas and worms

7.54 You must make sure that your pets do not annoy, frighten or disturb other people, including employees of the council, their agents, contractors, or City Councillors.

7.55 You must always keep your dog on a lead in the communal areas of your home and not allow pet dogs to roam the neighbourhood or to foul footpaths in the neighbourhood or public open spaces.

7.56 You must not commit an offence under the Dangerous Dogs Act 1991 or any other relevant law. This includes making sure cats and dogs are microchipped, dogs have the relevant ID information tags, and relevant licences are obtained for rare or exotic creatures.

7.57 You must not allow your pet to harm or attack anyone living in or visiting your home or the neighbourhood including council employees, agents, contractors or City Councillors.

7.58 You must make proper arrangements to dispose of animal waste, including cleaning up any animal urine inside your home, and not allow waste to gather at your home (this includes any balcony) or in gardens, patios or communal areas. If your dog does foul you must dispose of the faeces (mess) by using the dog bins provided for that purpose or by some other hygienic method.

7.59 You must not breed any pets/animals for commercial purposes at your home unless you have first obtained our written permission to run a business from home (see 16.6 of this section). Permission can be revoked if the council has cause for concern for the welfare of the animals.

7.60 If you have Medical Assistance dog to support you, you must provide registration documents to the council.

7.61 If you have an Emotional Support animal, you must provide a copy of the prescription for them to the council.

7.62 More information can be found in our Pets, Medical Assistance Dogs and Emotional Support Animals Policy.

### **Removal of animals**

7.63 We can write to you and ask you to remove pet(s) or animals from your home in the following circumstances:

- if you need our written permission to keep the animal and either, do not ask for permission, or we have refused permission
- where you have consistently failed or refused to comply with tenancy conditions above
- where we have serious concerns about the welfare of the animal
- where the animal is a banned breed

7.64 If you do not remove the animal, we can take court action to require you to remove it and we may take action to repossess your home. We will charge you the full cost for doing this.

### **Pets and evictions**

7.65 If you are evicted from your home by us, you are responsible for taking any animals with you or arranging for suitable re-homing by the date of your eviction.

7.66 If you leave any animals in the property when you are evicted, the council will serve you with legal notice and take possession of those animals or seize them immediately as abandoned and apply to court for ownership of them. You will be charged the full costs of arranging fostering, re-homing, kennels and care of those animals.

### **Pets and major work at your property**

7.67 If we must carry out major repairs to your property and you need to move out, we will find you somewhere to stay while the work is carried out. If you have animals, we will make every effort to find a property that is suitable for you to take them with you.

7.68 If we offer you a temporary property and you choose to make your own arrangements to stay somewhere else, such as with family or friends, you will be responsible for either taking your animals with you or putting dogs and cats into suitable kennels or cattery. The council will not pay for the time they are in kennels or cattery if we have offered to provide something suitable.

### **Pests**

7.69 We will arrange for treatment to be carried out where infestations of pests occur in communal areas of blocks of flats or Independent Living schemes. More information

about what pests are can be found in 'Meaning of Words' section at the end of this agreement, but it can include:

- Rats
- Mice
- Fleas
- Bed bugs
- Invasive, non-native plants

7.70 You are responsible for the removal of infestations in your home, including paying for the treatment. If you fail to do this, we can arrange for the necessary treatment to be done and charge you the full cost of the work.

## **Inspections Maintenance and Repairs**

### **Allowing us to enter your home**

7.71 You must allow our staff, our agents including contractors or anyone else working on our behalf, and companies who provide utilities including electricity, gas and water, access to your home to carry out any inspections, maintenance, improvements or repairs that we consider necessary, or for any other reasonable purpose. You will usually be given a minimum of 24 hours' notice in writing unless there is an emergency, and this is not possible.

7.72 We may require access to:

- Carry out inspections and assessments required by law including, but not limited to, gas safety, electrical inspections, fire safety, smoke or carbon monoxide alarms, asbestos surveys
- Carry out emergency work
- Carry out repairs, general maintenance, treatment or modernisation works
- Erect scaffolding to work on an adjoining property
- Deal with any other matter for which we are responsible including inspecting the condition of your property and ascertaining who is living there
- Ensure the conditions of this agreement are being met
- Carry out regular Tenancy visits as required by the Regulator

7.73 If you are a tenant of Independent Living this includes allowing us access into your home to check the 24-hour emergency alarm system.

7.74 You will have to pay for any costs we incur because of any failure by you to provide access. If you unreasonably fail to provide access for any safety inspection required by law, we have the right to force entry, **either** with an injunction **or via our controlled access policy**, to the property and **by accepting a tenancy of the property you are agreeing that we have the right to do this.**

7.75 **Not allowing us access to the property to fulfil our duties as a regulated social landlord is a breach of your tenancy agreement. We periodically require access to the property for inspections, safety tests required by law, serious hazards and in the event of an emergency. If you do not allow us access to your property, we can take legal**

action such as an injunction or we could start eviction proceedings which may lead to you losing your home.

### Controlled Access

7.76 If you unreasonably refuse access, we will try to contact you. This will include sending letters and hand-delivering notices explaining the next steps. If these attempts to gain access are unsuccessful, we will either apply to the court for an injunction or follow our controlled access policy. To do this we will prepare our controlled access paperwork pack which will include, an equality impact assessment, a full risk assessment and a report to the Director of Housing and Investment detailing the steps we have taken to try to gain access and any reasonable adjustments we have made to assist with allowing access. This pack will then be sent to the Director of Housing and Investment for approval to change the locks and gain access. If the Director of Housing and Investment approves this then we will enter your property and change the locks, we will take care of your belongings and we will resecure your property. You will be recharged for the costs incurred for this.

More information about allowing access can be found in our [Access Policy](#).

### Emergencies

7.77 In emergencies, we may need to get into your home immediately. If you do not let us in, you could be placing both yourself and neighbours at risk. **If we are unable to gain access to your home, we reserve the right to force access, solely to enable us to deal with the emergency.** In such cases we will immediately re-secure your home. We will also document our decision to do this by producing a controlled access paperwork pack or where there is no time to do this in an emergency by retrospectively recording this decision in this way.

### Gas safety inspections and servicing

7.78 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) at intervals of no more than 12 calendar months to comply with our duties as a landlord and the Gas Safety (Installation and Use) Regulations 1998. We will give you written notice when we need access to your home for these purposes. However, in cases where we are unable to gain access, despite written requests, we reserve the right to force access to your home, with an injunction or via our controlled access policy (see 7.76), solely to enable us to perform our legal obligation. In such cases we will immediately re-secure your home and rectify damage caused. We will always recharge you in full for the any costs incurred.

~~6.78 Not allowing us access to the property to fulfil our duties as a regulated social landlord is a breach of your tenancy. We can take legal action against you that may lead to you losing your home.~~

### Reporting repairs

7.79 You must report faults and any repairs that are needed as soon as possible. This includes any problems with other tenants' homes that are causing damage to your home. As the tenant, you will be responsible for repairs to the following:

- Door locks, keys and fobs
- Door handles and latches
- Cupboard latches
- Decorating
- Shower hoses and spray heads, if they are not part of a fixed plumbing system
- Plugs and chains on sinks, wash basins and baths
- Internal doors
- Moulded trims around door frames
- Skirting boards, pelmets and curtain battens
- Shelving
- Coat rails and hooks
- Floor tiles and glazed wall tiles, except in kitchens and bathrooms
- Doorbells
- Broken windows and front / back door glass caused by accidental damage or without a crime reference number

More information can be found in our Repairs and Maintenance Policy.

### **Repairs you are responsible for**

#### **Maintenance**

7.80 You must take reasonable steps to prevent waste pipes (for example, to a sink, basin or toilet) or outside drains becoming blocked and to remove any blockages that do build up.

7.81 You must take reasonable steps to prevent water pipes freezing in cold weather, these may include:

- lagging pipes and tanks
- providing enough heating; and
- turning off the water and draining the hot water tank or cylinder and heating system if you are going away during the winter.

7.82 You must keep your home adequately ventilated (and not allow condensation to build up).

#### **Storing materials that catch fire easily**

7.83 You must not keep any dangerous, inflammable or explosive liquids or [large](#) batteries that may ignite in your home, garage or communal areas. However, you may, keep a small amount of petrol (up to 2 litres), which must be stored in a proper container designed for the storage of flammable liquid and secured in a safe place, for use in lawn mowers or similar garden tools. This must not be stored in communal areas.

More information can be found in our Communal Areas Policy.

#### **Gardens**

7.84 You must take all necessary steps to keep your garden tidy. This includes, but is not limited to:

- Regularly cutting the lawn and trimming the hedges and bushes
- Clearing weeds from soil beds, pathways, hard standing and patios
- Removing any rubbish and animal waste
- Keep any temporary structure, including a shed, greenhouse, etc. in a good state of repair

7.85 If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you the full cost for doing it. The normal height for garden boundaries are a maximum of 122 cm (4 feet) at the front and 183cm (6 feet) at the rear. Anything above this height may be considered overgrown.

7.86 You must not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction. You will be responsible for removing them if they do. If we ask you in writing to remove them and you do not, then we may do so and charge you the full cost. You can get advice from your Housing Officer upon request.

7.87 You must not create new garden gates or other openings in your boundary to access areas outside the property without our permission.

7.88 You must not cut down or remove any tree or hedge at your home without first getting our written permission, unless you have planted them yourself.

7.89 You must get our written permission and any required planning permission or building control agreement to erect a temporary structure or carry out major landscaping including a shed, greenhouse, aviary, arbour, decking, paving, or hard-standing, or to construct a pond. At the end of the tenancy, you may be asked to remove it. If you do not remove it when asked, we will do the work and charge you the full cost.

7.90 Unless you live in a “smoke controlled area” of the city, you can have a bonfire or barbecue at a reasonable time of the day if you do not cause a nuisance with the smoke or the smell of the smoke and the frequency, only dry and suitable waste is burnt, and it does not cause any risk to the property, people or other buildings. Barbecues are not permitted on balconies. You can find information about smoke-controlled areas on our website.

7.91 You must not use your garden, sheds or out-buildings for habitation or as a dwelling or allow another person to do so.

7.92 You must take all steps to avoid attracting verminous animals into your garden. If you keep pets, you must collect any faeces immediately and dispose of them in a hygienic way and clear up and disinfect the area. Any uneaten pet or animal food is removed to prevent pest infestation.

### **Rubbish and other refuse**

7.93 You must remove rubbish or unwanted items from your home (including the garden and communal areas) by using the collection service provided by the council or by taking them to a Household Waste Recycling Centre.

7.94 You must keep your property, and areas around it, clean and tidy and free from rubbish. You must not hoard items so that they prevent a clear escape route from the building in the event of a fire. If the property becomes infested with pests or vermin because of your failure to keep it clean we will charge you for the cost of disinfecting it and any other costs of cleaning your property.

7.95 You must not leave any rubbish or unwanted items in public or shared areas of your home except in the appropriate bins or bags on collection days. You must put bins in the correct place for collection and take them in again after collection.

### **Personal property and insurance**

7.96 You are responsible for your personal property and the decoration of the interior of your home, and you are strongly advised to take out contents insurance to protect them. The council is not responsible for the loss or damage of any personal property unless the damage or loss is caused by the council's negligence.

### **Lost keys and door entry fobs**

7.97 If you lose all the keys or fobs to your home, you are responsible for replacing them and changing the locks unless you live in a flat, maisonette or Independent Living scheme where they may be specialist locks.

7.98 Tenants of flats, maisonettes and Independent Living schemes must not change door locks and must contact the council to replace them for you. You will be charged the full cost of replacement keys, fobs or locks.

7.99 If you lose communal door keys or door entry fobs, you will need to ask us for replacements. There will be a charge for these.

### **Parking and vehicles**

7.100 You, or anyone living with you or visiting you, **must not** do any of the following:

- park any vehicle anywhere at your home except on an approved hard standing with a dropped kerb (please contact us for permission if you want to build a hard standing)
- park any motor home, caravan, boat, trailer or low loader or similar vehicle at your home unless you have our written permission. We will not unreasonably withhold permission. Permission will not be given to park a caravan, motorhome or similar vehicle immediately next to the property because this is a fire risk
- park any vehicle over 3.5 tonnes in weight at your home or on any land owned by us
- park any vehicle on grassed areas, including grass verges
- do major repairs to any car, motorcycle or other motor vehicle on your property or on any council land including authorised parking spaces on a regular basis
- frequently do repairs to any car, motorcycle or other motor vehicle on your property or on any council land including authorised parking spaces in exchange for payment
- park any vehicle, which is illegal or not roadworthy on any land belonging to us. We will serve you with a notice asking you to remove it within seven days of the notice being given to you. If you do not remove it, we may remove the vehicle

and charge you (this includes vehicles that are untaxed or are registered off road)

- keep motorcycles inside your home or in the shared areas other than designated parking areas or garages
- you must not keep **or charge** mobility scooters/aids, **and e-scooters** designed for external use inside the property **without written permission from the council** or indoor shared areas unless in a purpose-built scooter store
- you must not store building materials, flammable, explosive or hazardous materials close to any council property or on council owned land, such as garage sites

**In addition, you, anyone living with you or any visitors to your home, must not park a vehicle in a way that might obstruct:**

- the emergency services
- other road users
- anybody who uses pavements and footpaths
- the access to any homes
- the access to any council garage or council land; or use any of our land for storage of vehicles for business purposes.

### **Powered mobility aids**

7.101 If you or any member of your household wish to keep a mobility aid such as a mobility scooter or motorised wheelchair you must get prior written permission from the council. You must take adequate care and precautions when storing, charging or using mobility scooters or other mobility aids to ensure that damage does not occur to your home, and you do not cause a hazard with trailing cables or charging leads that have not been PAT tested. You must not keep or charge mobility aids such as mobility scooters or motorised wheelchairs in any communal area.

7.102 The same precautions for charging and storing mobility aids must be taken for other electric items, such as e-scooters.

[Further information is detailed within the mobility aid policy.](#)

### **Additional conditions - Living in a flat or maisonette**

7.103 If you live in a flat block, high-rise block or maisonette (with communal areas) there are added conditions because of the design of your home.

7.104 You must keep the shared areas secure by using the security systems properly and not letting strangers in without identification.

7.105 You must not block, obstruct, create or leave any hazard on a landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other shared area or wedge open a fire door or security door. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters and pet cages. We will remove any blockage, obstruction or hazard we find in shared areas and charge you for any costs that we incur. This is to ensure the council meets fire regulations and for the safety of residents.

More information can be found in our Management of Communal Areas Policy.

7.106 You must **not** install laminate or other hard floor covering or sanded floorboards in the property, other than on the ground floor. A reasonable grade of underlay must be used when carpet is laid. If there are complaints, then we will ask you to remove the floor covering in the property or take measures to minimise noise being transmitted to other properties. You will be responsible for any costs incurred in removing any hard floor covering including laminate, ceramic flooring or sanded floorboards that you have installed in breach of these conditions or where access is required to carry out a repair or you failed to fit a reasonable grade of underlay beneath carpet.

7.107 You are not allowed to keep or use a barbeque, patio heater, combustible items like gas canisters or any white goods (e.g. tumble dryer, freezer) on or directly beneath balconies. You must not fit netting or any other kind of sheeting to your balcony area.

7.108 We will not allow you to keep a dog in a high-rise block flat, except where they are a registered Medical Assistance Dog, or Emotional Support Animal with a prescription.

7.109 You must not throw anything out of the windows of the property or from balconies or landings.

7.110 We will not give permission for the erection of padding pools or trampolines in communal gardens. Any pool or trampoline erected will be removed and you will be charged the full cost of removal.

### **Ending your Tenancy**

7.111 You must give at least four (4) weeks' signed notice in writing if you are going to end your tenancy. The four (4) weeks' notice should end on a Monday.

7.112 If you are exchanging your tenancy, you must still give us four (4) weeks' signed notice in writing. This will allow the council time to arrange for a Gas Safe registered engineer to visit the property to shut off the gas supply.

7.113 If we offer you a transfer we will set the date for the end of your tenancy. You will then be required to give us at least four (4) weeks' notice ending on the Monday nearest to this date. In some circumstances, we may consider a shorter notice period for a transfer between 2 of our properties.

7.114 When you are ending your tenancy **you must return all keys as instructed by the Housing Team and:**

- pay your rent and any other charges up to the date that your tenancy ends. If you owe us money when you leave, you must arrange to repay the debt. If you do not, or if you make an agreement to pay and do not keep to it, we may refuse to grant you another council tenancy. The council may take legal action to recover debts owed to us
- leave the home clean and tidy and in good repair with all fixtures and fittings in the same condition when you move out as they were at the start of the tenancy (except for fair wear and tear). We will charge you the full cost of repairing any damage, replacing missing or damaged fixtures and fittings and the full cost of any cleaning that is necessary. This includes the removal of any pests or you will be charged the full cost of any treatments we have to carry out

- remove all rubbish, personal effects and furniture from the home and loft including the garden (including the shed) and any communal areas
- secure the home. This includes turning off the gas, electricity and water supplies, and locking the doors and windows. You must arrange for gas appliances to be 'capped off' by a Gas Safe registered engineer therefore you must notify the council of the date you are leaving, and we will arrange for an engineer to visit the property
- make sure all the fittings and fixtures you have installed and which you are leaving in the home are in good working order and we have agreed for you to leave them
- allow our employees and contractors to enter your home at reasonable times to inspect it

7.115 When you are ending your tenancy you must not:

- leave anyone living in your home when your tenancy ends. If there are people living in the home when your tenancy has ended, we will take action to evict them and charge you for the cost of the action
- remove from the home any fixtures, fittings or furniture that we have provided

7.116 We will remove and store any items left in the property but not rubbish or damaged goods. We will not store any soft furnishings (such as sofas or beds) if there are needles left in the property. We will serve a notice under the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least one month to do this. We will send the notice to your last known address or any forwarding address that you have given to us. If the items are not collected, we will dispose of them and charge you the full costs of disposal and storage.

7.117 A joint tenancy will end if one or more joint tenants give us notice to end it. We will decide whether to grant a new tenancy for the remaining tenant or tenants, or we may offer them another home or simply advice. A joint tenant will not have an automatic right to stay in the home once one of the joint tenants has ended the tenancy.

7.118 When a sole tenant dies, we will normally expect their next of kin or executors to give us 4 weeks' notice to end the tenancy. If the tenant was receiving Universal Credit or Housing Benefit this will not be paid after they have died. However, the tenancy will continue until we receive notice and the keys. Rent will continue to be payable during this time. We can charge the tenant's estate for unpaid rent and other charges due under this agreement. If there are no next of kin or executors, we will notify the Public Trustee and serve notice of our intention to take possession of the property.

### **Abandoning your tenancy**

7.119 If you cease to occupy your home as your only or principal home and do not return the keys to us or let us have written notice that you are leaving, we may serve a notice to quit at the home to end your tenancy. If you do not contact us before this notice to quit expires, we will consider that your tenancy has ended and take possession of the home.

7.120 We will remove and store any items left in the home but not rubbish or damaged goods (or soft furnishings if there are needles in the property). We will serve a notice

under the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least one month to do this. We will send the notice to your last known address or any forwarding address that you have given to us. If the items are not collected, we will dispose of them and charge you the full costs of disposal and storage.

## **Section 8 - General Terms**

### **Service of Notices**

8.1 This tenancy agreement refers in several places to the giving or serving of notices. All notices must be in writing.

#### **Service of Notices on you**

8.2 Any notice that we serve (give) to you under this tenancy agreement will be properly served if we have:

- posted or hand delivered it to the home
- handed it to you in person
- fixed it to the front door or any other prominent part of the home
- posted or hand delivered it to your last known address
- emailed to your last known email address

#### **Service of Notices on us**

8.3 The address at which you should serve any notices or important legal documents is:

City of Lincoln Council  
City Hall  
Beaumont Fee  
Lincoln  
LN1 1DD

### **Consultation**

8.4 We will consult you on matters affecting your home and your tenancy before making changes to housing management or maintenance services, where the changes are likely to have a substantial effect on your tenancy.

8.5 We will also consult you about major repairs and improvement work to your home before they begin.

8.6 We will use whatever forms of consultation we consider appropriate, including newsletters and use of the council's website.

### **Complaints**

8.7 If you have a problem with a council service, you should first contact the council. More information can be found in our Customer Complaints Policy.

## Section 9 - Data Protection

9.1 The council processes personal data in compliance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) (and any other applicable law relating to the processing of personal data including any future replacement laws) and in our Privacy Notice, we provide more information about how we handle your personal data.

9.2 Except as required by law, we will only share personal information about you as set out in our Privacy Notice or specifically for the following purposes:

- **Recovery of rent and other charges** – if you leave your home without paying rent or other charges due under your tenancy or arrange to do so, we may pass on your details to a tracing agency or debt collection company to seek recovery of money that you owe us
- **Repairs** – we may provide your contact details to people who will be carrying out repairs to your home on our behalf
- **Right to Buy** – we may provide your contact details to any valuer whom we instruct to value your home for right to buy purposes
- **Housing Benefit/Council Tax Benefit** – we may pass details that we have about you to the Council's Benefits Section to assist in your claim for benefits and for the prevention of fraud
- **Energy Performance Certificates, Gas and Fire Safety checks**-we may pass your details on to people carrying out checks for these purposes.
- **Utility Companies** – in certain circumstances we may need to pass on your details to utility companies for your safety or in connection with the supply of gas, electricity, water, etc. to your home. If you leave your home owing money for electricity, gas, water, telephone, or other similar charges, we may pass on your contact details to the company you owe money to or any agent acting on their behalf.
- **Research** – we may share information about your tenancy for research purposes, such as to analyse the impact of welfare reforms on the residents of Lincoln. Any information that is used is done for a defined reason and for a specific period. Sharing takes place in accordance with Data Protection law. We do not use the analysed information in a way that allows you to be identified

### Tenancy Services privacy notice

9.3 To be able to serve you effectively City of Lincoln Council need to be able to collect, hold and use your personal data.

#### Data controller

9.4 Tenancy Services provide the front-line housing management service to the tenants living in the housing stock owned by the council.

9.5 City of Lincoln Council is what is known as the 'controller' of the personal data you provide and are registered with the Information Commissioner's Office (the UK independent data protection regulator) and your personal data will be kept secure at all times.

## **Why we collect your personal data**

9.6 We need to collect and use your personal data to:

- administer and manage your tenancy and the property- for example collect rent
- enforce breaches of the tenancy agreement -for example relating to anti-social behaviour, harassment, untidy gardens, and condition of homes
- provide estate management - for example look after the area you live in.
- facilitate resident involvement -ask for your ideas and views on being a tenant
- provide tenancy advice - for example about rents, mutual exchanges, transfers, or general tenancy matters
- provide caretaking services-for example carry our repairs
- provide garden services
- provide information relevant to all tenants, for example in regular tenant newsletters
- safeguard in some circumstances
- prevent and detect fraud
- meet our statutory obligations related to diversity and equalities

## **Our lawful basis to use your personal data**

9.7 We must have a legal basis to use your personal data. Where we use personal data for the above purposes and statutory functions the sections of the law that apply are:

- UK GDPR Article 6(1)(e)- processing is necessary for compliance with the council's legal obligations.
- UK GDPR Article 6(1)(e) – processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the council.

9.8 For more sensitive personal data (for example about health conditions).

- UK GDPR Article 9(2)(i) – processing is necessary for reasons of substantial public interest in accordance with UK law with safeguards in place for protection of your data.
- UK GDPR Article 9(2)(b)- necessary for compliance with social protection obligations.

9.9 Laws that allow use of your personal data for these purposes include:

- The Housing Act 1985, 1996 and 2004
- Crime and Disorder Act 1998.
- The Prevention of Social Housing Fraud Act 2013
- The Homelessness Act 2002
- The Homelessness Reduction Act 2017
- The Housing and Regeneration Act 2008
- The Care Act 2014
- The Children Act 1989
- Housing and Planning Act 2016
- The Localism Act 2011
- Domestic Abuse Act 2021

## **What personal data we collect**

9.10 We will collect, some or all of the following information about tenants, family members, household members and non-household members (for example visitors to the property relating to anti-social behaviour, other tenancy breaches and crime or disorder). We collect the information as required by the regulatory Tenant Satisfaction Measures (and any subsequent requirements) to have an understanding of our tenants and shape services to meet their identified needs,

- names, contact details, dates of birth, sex and gender
- marital status for Right to Buy applications
- ethnicity and sexual orientation where you provide for diversity/equality purposes
- tenancy details
- financial details
- criminal convictions
- immigration status
- health information – for example if a tenant has required accessibility adaptations/modifications to a property or requests the garden service
- details of any history of risks linked to behaviour that have safeguarding implications

## **Who we share your personal data with**

9.11 We may share your personal data with other sections of the council and others where necessary:

- police and other partner agencies involved in the prevention, detection and prosecution of anti-social behaviour, crime and disorder and tenancy fraud
- central government for the National Fraud Initiative data matching exercise to prevent and detect fraud.
- central government if required for mandatory reporting
- The Regulator of Social Housing if required for regulatory inspections
- social services – for example, for safeguarding purposes
- landlords, including private landlords and registered social landlords
- other local authorities
- other sections within the council such as Housing and Council Tax benefit
- the Department of Work and Pensions relating to Housing benefit and/or the prevention and detection of fraud
- support agencies - for example, Addaction, P3, Framework
- general practitioners and NHS bodies-with your consent or where the law allows for this
- our contractors – for example suppliers carrying out work on our behalf such as repairs, valuers for Right to Buy or carrying out research.
- other agencies -for example carrying out Energy Performance Certificates or Gas and Fire Safety checks
- utility companies and enforcement agents -including your forwarding address if you leave the property owing money

- the Housing Ombudsman if they request this from us relating to a complaint
- to government agencies for research purposes when permitted by the law- information would not be published in a way that allows you to be identified

9.12 Sharing may include your personal data which is sensitive for example regarding you or your family's health, if it is necessary to perform our statutory functions, under the laws referred to above.

9.13 Where you provide personal data about others such as your family, we assume you have done so with their ~~consent~~ [agreement](#).

### **How long we keep your personal data**

9.14 Your personal data will be kept only for as long as necessary for the purpose and in accordance with the law or good practice and in accordance with the council's retentions schedules before being confidentially destroyed.

9.15 For more information regarding retention schedules please see the council's main customer privacy notice at [www.lincoln.gov.uk/privacy-policy](http://www.lincoln.gov.uk/privacy-policy)

### **Your rights relating to your personal data**

9.16 Data protection laws give you rights relating to your personal data. These include:

- right to be informed about the collection and use of your personal data
- right to access personal data held about you
- right to object to the processing of your personal data
- right to request inaccurate data is rectified, and incomplete data is completed
- right to request deletion of your personal data
- right to request restriction of processing of your personal data
- right to data portability of your personal data
- rights related to automated decision-making, including profiling
- right to withdraw consent, where consent is relied upon as the lawful basis for processing

9.17 Not all rights will apply in all circumstances. To make a rights requests referred to a Subject Access Request please see our website and online form at [www.lincoln.gov.uk/privacy-policy](http://www.lincoln.gov.uk/privacy-policy) or use the contact details provided below

### **How do I find out more about my personal data rights**

9.18 If you want to know more about your rights relating to your personal data or wish to make a complaint or enquiry regarding the way we have handled your personal data, please contact our Data Protection Officer, City of Lincoln Council, City Hall, Beaumont Fee, LN1 1DD or by email: [dpo@lincoln.gov.uk](mailto:dpo@lincoln.gov.uk) or by telephone: 01522 881188

9.19 If, however, you remain unhappy, then you have a right to complain to the Information Commissioner Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF by telephone 0303 123 1113 or by visiting their website [www.ico.org.uk](http://www.ico.org.uk)

9.20 For any updates to this privacy notice please see the Tenancy services privacy notice at [www.lincoln.gov.uk/privacy-policy](http://www.lincoln.gov.uk/privacy-policy)

**Section 10 - Signature**

<b>Tenancy Address</b>	
<b>Tenancy Start Date</b>	

\*Delete as appropriate below

**\*I/we understand that \*I am/we are introductory tenant\*[s] and that \*I/we will become secure tenants on the first anniversary of the date that the tenancy started, if possession proceedings have not been started against**

**\*me/us and that I/we have not been served with a notice to extend the trial period.**

**The information that I/we gave in \*my/our application for housing was and still is true. \*I/we understand that if \*I/we have given the council false information in connection with \*my/our application for housing which resulted in this tenancy being granted, legal proceedings may be taken, and I/we may be liable to prosecution.**

**I/we accept this tenancy and confirm that I/we have read through this tenancy agreement\*/the tenancy agreement has been read to\*me/us. \*I/we accept these conditions.**

**All tenants should sign below after reading this agreement**

<b>Tenant's Signature</b>	<b>Tenant's Signature</b>
<b>Print name</b>	<b>Print name</b>
<b>Date</b>	<b>Date</b>
<b>Signed on behalf of City of Lincoln Council</b>	
<b>Print name</b>	
<b>Date</b>	