



SECURE TENANCY AGREEMENT

ADDRESS | HOUSENO1A | | PROADD1A |
| PROADD2A |
| PROADD3A |
| PROADD4A |
| PROPSTCDEA | (the 'Property')

START OF TENANCY – Monday –

RENT CHARGE ELEMENTS	BASIC	£
		£
		£
		£
TOTAL RENT CHARGE	(payable from the above date)	£ (Fortnightly)

The Tenancy Agreement is between:

The East Riding of Yorkshire Council County Hall Cross Street Beverley HU17 9BA (the Council)

and

lappandpers1ifA2namesandl ('the Tenant')

This agreement contains the terms and obligations of your tenancy. You should read it carefully before signing it. If you do not understand this agreement you should ask for it to be explained before you sign it, or consult a Housing Advice Centre, solicitor, Citizens Advice Centre or obtain independent legal advice via Citizenlink

I hereby confirm I have read and understand the content of this Tenancy Agreement and all of my rights and responsibilities under this Agreement.

Signed(on behalf of the Landlord)

Signed(the Tenant)

Signed(the Tenant)

Date

TENANCY CONDITIONS

1.0 GENERAL

- 1.1 Your tenancy agreement is a binding contract between you and the Council. It contains your rights and obligations as a tenant and our rights and obligations as your landlord
- 1.2 For the purpose of this document 'you' means the Tenant. In the case of joint tenancies it refers to both tenants. 'We' means the East Riding of Yorkshire Council as landlord
- 1.3 This Agreement makes you a secure tenant. This means that you can stay in your home as long as you want unless there is a legal reason why we want it back. In the case of joint tenants the term "Tenant" applies to each of them and the names of all joint tenants must be written above. Each tenant individually has the responsibilities and rights set out in this Agreement. As the Tenant you are responsible for the behaviour of household members and visitors and you must not allow them to do anything that would be in breach of this Agreement.
- 1.4 Taking up the tenancy of the Property will be conclusive evidence of your acceptance of the tenancy conditions
- 1.5 Any enforcement of these tenancy conditions is at the discretion of the Council. Action may be taken where any of these conditions are broken. We may take legal action to make you meet the conditions of this Agreement or we may ask the Court for permission to evict you. If the Council does not act immediately this does not mean that action will not be taken
- 1.6 Any officers or contractors, who call at the Property in relation to any housing matter, including repairs, will carry official East Riding of Yorkshire Council identification. If they do not have proof of identity you can refuse to allow them into your home
- 1.7 If you are a joint tenant you are both responsible for all aspects of your tenancy. If you leave the Property you are still responsible for the tenancy until you sign to terminate or assign it
- 1.8 The Council may vary any of the terms of this Agreement (including the amount of the rent and services provided) by giving you four weeks written notice
- 1.9 Where Council permission is required for any actions, consent will not be unreasonably withheld or delayed

2 YOUR RIGHTS

As a secure tenant you have a number of rights and responsibilities that are set out by law. You may have the right to:

2.1 Exchange your home with another tenant

You may exchange your home with that of another secure Council tenant or with an assured tenant of a Registered Social Landlord. Both parties must get written permission from their landlord before the exchange takes place. Permission may be refused if you do not meet certain conditions

2.2 Buy your home (Right to Buy)

Existing secure tenants will normally have the Right to Buy their home after they have been a tenant for a minimum period. The price you pay will be the market value less a discount that depends on the length of your current and/or former tenancy/ies. This discount is also subject to a maximum amount. If you are a tenant in sheltered housing with a warden service and common room close by you may not have the Right to Buy

2.3 Pass on your tenancy when you die (succession)

If you die and you were a sole tenant your tenancy will automatically pass to your spouse or civil partner as long as they were living with you at the Property as their only or main home at the time of your death. If you are a joint tenant and the other party to the tenancy dies the tenancy will continue in the name of the surviving joint tenant as successor. If you don't have a spouse or civil partner the tenancy at the Councils discretion may pass to a family member as long as they have been living with you continuously for the last five years. In exceptional circumstances the Council may consider granting a tenancy to family members who have lived with you for more than 12 months but less than five years. By law there is only one right of succession, however, following a succession to a spouse or partner the Council may consider a second succession to a family member in limited circumstances. If you succeed to the tenancy of a property that is not suitable for your needs e.g. a sheltered flat and you are under 60 years of age, we may take steps to provide you with more suitable accommodation

2.4 In limited circumstances we may consider an application to grant a new tenancy to a surviving occupier where the right of succession has already been exercised.

2.5 On succession of a tenancy if the Property is larger than would normally be required by the successor the Council may require you to move to a more suitable property. However should there not be suitable alternative accommodation available the tenancy will be renewed for two years

2.6 Improve your home

- (a) If you wish to make improvements to the Property you must obtain our written permission first and obtain any necessary planning permissions or building consents See Section 4. This includes obtaining consent before the installation of a satellite dish or a television aerial on any part of the exterior of the Property or any other property belonging to the Council.
- (b) The Council may impose conditions when giving permission for any alterations or adaptations with which you must comply.
- (c) The Council accepts no liability or responsibility for maintaining any alterations or additions made by you to the Property or for any problems caused to the property as a result.

2.7 To be consulted

We will consult you about housing matters that substantially affect your tenancy and the locality. You may wish to get more involved by joining a tenants or residents group See Section 11

2.8 Take in lodgers

You do not need permission to take in a lodger as long as it does not make your home statutorily overcrowded. You do however need to tell us that you have a lodger and when any lodger moves in and out. If you receive housing benefit taking in a lodger may affect your entitlement

2.9 Sublet part of your home

You may sublet part (but not all) of your home. You need our written permission before doing so

2.10 Assign your tenancy

You may assign your tenancy of the Property only with the written permission of the Council in the following circumstances:

- (a) In certain circumstances to a person who would qualify as a successor if the tenant dies.
- (b) If the assignment is ordered by a court under the Matrimonial Causes Act 1973, the Matrimonial and Family Proceedings Act 1984, the Children Act 1989 or the Civil Partnership Act 2004.
- (c) To another secure tenant by mutual exchange.

2.11 You have the right, by law, to stay in your home until your tenancy comes to an end, the Council may however obtain early possession of your home against your wishes if we obtain a Court Order from the County Court. The law controls the circumstances in which the Court will grant an Order for Possession. These are set out in Schedule 2 of the Housing Act 1985. (Please refer to the "Housing" page of the Councils Website for a copy of this Schedule). As long as you pay your rent and you, and the people you are responsible for, follow the conditions of the tenancy we would not normally ask the Court to make such an Order

2.12 If you have a Court Order made against you because of anti-social behaviour, you may lose your rights as a secure tenant and your tenancy will be demoted. When this happens we will inform and advise you.

3 PAYMENT OF RENT

3.1 The rent is the total weekly amount payable to the Council, including water rates and service charges where applicable, rent must be paid on a Monday, one week in advance.

3.2 The rent for the Property will be reviewed annually on the 1st day of April in accordance with the Housing Act 1985. We will give you at least four weeks notice of the new rent to be charged.

3.3 You are responsible for the prompt payment of:

- (a) current rent due - including all costs, charges and repayments of overpaid Housing Benefit
- (b) arrears of rent
- (c) service charges
- (d) recharged repair costs
- (e) any other debts or Court costs which result from any other breach of this tenancy

3.4 If you have difficulty paying your rent or tenancy-related service charges, you should apply to see if you are entitled to Housing Benefit. You should contact the Housing Benefits Section straight away to let them know

3.5 If you are a joint tenant you are both responsible for all of the rent. A joint tenant who leaves the Property is still responsible for all of the rent as is a joint tenant who lives at the Property on their own

3.6 If you receive any compensation from the Council relating to the Property and you owe any rent or other debt related to your tenancy, that compensation would be used to reduce the debt or arrears

3.7 If you fail to pay your rent, we may take legal action to recover the debt or ask the Court for an Order to evict you from the Property. You will usually have to pay what it costs us to take you to Court.

3.8 The Council may at its discretion request that you pay rent other than on a weekly basis, you will be advised of the arrangements for the collection of rent and any other charges due under this Agreement

3.9 Service Charges

- (a) The Council will provide services to communal areas in accordance with the Property for which you will pay a service charge in addition to the net rent
- (b) The Service charge will be set annually to apply from April each year. The Council reserves the right to vary the service charge at any time in the event of unforeseen additional costs or savings being incurred or achieved by the Council in the provision of services.

3.10 Water Rates

- (a) You will normally be responsible for paying the water rates directly to the water provider (not the Council) however if that is not the case then we will advise you and you will pay them to the Council
- (b) We will pay the appropriate water company any amount due to them and collect from you as set out above at (a)
- (c) With some properties you may be required to pay water rates directly to the water company via a water meter. It is a breach of this Agreement not to do so.

3.11 Other Charges

Any other charges must be paid as part of the rent.

4 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

4.1 We are responsible for repairing the structure and exterior of the Property. This includes:

- (a) drains, gutters and external pipes
- (b) the roof
- (c) foundations, outside walls, outside doors, broken glass caused by fair wear and tear, window sills, window frames, thresholds
- (d) internal walls, skirting boards, doors and door frames, floors and ceilings (not including painting and decoration)
- (e) chimney and chimney stacks, central heating flues (this does not include the sweeping of chimneys)
- (f) garages, outhouses and external stores erected by us
- (g) pathways and steps (but only where these are a means of access to the Property)

4.2 You are responsible for repairing, renewing or replacing a number of items in the Property:

- (a) replacement of electrical fuses, provision of light bulbs and plug tops for appliances
- (b) renewal of plugs and chains to sinks, baths and wash basins and the provision of toilet chains and pulls
- (c) sinks, baths, basins, toilets, waste pipes, gullies and drains must be kept free of obstructions
- (d) broken internal doors, window and cupboard furniture including handles, latches, hinges and internal locks. Hinges and fasteners on windows and doors must be oiled frequently
- (e) the provision of additional or replacement keys. If you ask us to gain access to your home because of lost or misplaced keys you may be recharged the full cost
- (f) repairs to hat and coat rails
- (g) provision and replacement of clothes posts (except in purpose-built elderly person's accommodation)
- (h) the filling of minor plaster cracks, making good of small areas of defective plaster, internal painting and decorating
- (i) replacement of dustbins, wheelie bins and sack holders
- (j) replacement of batteries in battery-operated smoke alarms
- (k) replacement of glass, where you or a member of your household or visitors cause the damage whether deliberately or by accident
- (l) the sweeping of chimneys and boiler flues in use and serving solid fuel appliances, as often as necessary
- (m) reasonable preventative measures in relation to the bursting of water pipes, blocking of drains and sewers and fire

4.3 We are responsible for repairing and maintaining installations for the supply of water, gas and electricity, for sanitation and for space and water heating provided by the Council for the benefit of the Property. These installations include:

- (a) electric wiring, gas pipes and taps, water pipes and taps
- (b) electric consumer units, sockets, light switches and light fittings or pendants
- (c) basins, sinks, baths, WCs, waste pipes and showers
- (d) water heaters, boilers, fireplaces, fitted fires, heaters, radiators and warm air ducts
- (e) communal TV aerial systems
- (f) any tanks and pipes for the supply of oil to oil fired central heating systems

4.4 We will not be liable for repairs:

- (a) if the repairs become necessary for reasons other than normal fair wear and tear or
- (b) if the installation was fitted by you without our written consent

However, we may carry out repairs in these circumstances if we wish but you will be liable to pay to us the costs of such repairs plus any added administrative costs

4.5 In flats and maisonettes we will carry out repairs to the common entrances, halls, stairways, passageways, lift services, communal lighting and any other communal areas used by you including painting and decoration

4.6 We will arrange periodically to paint the exterior of the Property where necessary

4.7 You must report as soon as possible any repairs that need carrying out to the Property that are our responsibility. You may be held responsible for any damage caused by a delay in reporting such works, or any work that is required as a result of a deliberate act or negligence by you, or any other person living at or visiting your property (including children) or by a pet or animal belonging to you or them

4.8 You must allow our employees, representatives and contractors into the Property to service any electrical or gas supplies that we are responsible for maintaining

4.9 If we need to carry out work to the Property (or an adjoining property where there is no other reasonable means of access) we will give you reasonable notice and the reason (unless it is an emergency, as determined by the Director of Environment and Neighbourhood Services, when immediate entry to the Property will be made). If you refuse us permission or we are unable to gain access we can apply to the Court for permission to gain access and carry out the works. If the Court gives us permission you will be responsible for the Court and associated costs incurred by the Council

4.10 You are responsible for decorating the inside of the Property which you must keep to a reasonable standard at all times. You should keep the Property and any garage or other structure that is part of the Property in a clean and tidy condition. You must not decorate the outside of the Property unless you have our written permission to do so

4.11 You must not apply any material to any surface, wall, ceiling or floor of the Property (inside or out) which is difficult to remove, highly flammable or likely to cause a noise nuisance unless you get our written permission first. You must not remove any textured wall or ceiling coverings, outbuildings and/or their roofs as they may contain asbestos -which must only be dealt with by authorised persons

4.12 You are responsible for repairing and maintaining all improvements and fixtures that you install at the Property. You will need our written permission to carry out certain works and should therefore contact your local housing office to find out if you require this before you start work. If you leave the Property you must either leave any improvements you have made (for which you may be entitled to compensation if the relevant conditions are met) or you must put the Property back the way it was before you carried out the works. If we require the improvements to be removed and you fail to do so the Council may remove them and charge you for the cost of doing so.

- 4.13 If major works are carried out to the Property we will either make good your decorations or reimburse you for the cost of materials so that you may redecorate
- 4.14 We are not responsible for any loss or inconvenience suffered as a result of a failure of supply or service to your home supplied by a third party e.g. electricity, gas or water where such failure is not caused by an act or omission on the part of the Council
- 4.15 If you apply to buy the Property we will only do the essential repairs that we have to do by law while the application is current
- 4.16 If you have to be re-housed on a temporary basis so that works can be done to the Property the Council will try to arrange to re-house you in a suitable alternative property. Once the works have been completed you will be required to return to the original property.
- 4.17 While you are living in alternative accommodation during any works, unless you are given an agreement governing your occupation of the temporary accommodation you must comply with the terms of this Agreement as if it applied to the temporary accommodation. Any conditions imposed on your occupation of the Property, including payments of arrears of rent under an order for possession or terms as to your behaviour must still be complied with while you are in occupation of the temporary accommodation.
- 4.18 If you are required to return to the property on completion of the works you must vacate the temporary accommodation when required to do so.

5 HEALTH AND SAFETY

- 5.1 If the Property is fitted with a battery smoke detector you must check and test it weekly, replace the battery annually and report any defects immediately. You must not interfere with equipment for detecting or putting out fires
- 5.2 Where there is a fire control panel in your communal entrance and a fault is showing you must report it as soon as possible to the telephone number on the panel.
- 5.3 You must not store dangerous, offensive or inflammable materials at the Property or in a communal area except those reasonably needed for general household or medical use. These must be stored in the correct manner. You must not store any appliances or vehicles that are powered by petrol, diesel or paraffin in the Property or communal areas
- 5.4 You must not leave, or allow members of your household or visitors to leave, syringes, other sharp items or hazardous waste (such as nappies or incontinence pads) where other people will come into contact with them. They must be disposed of safely and hygienically
- 5.5 You must not use portable paraffin or gas cylinder heaters in the Property
- 5.6 You must keep the Property free from vermin. Any infestation e.g. rats, must be treated or reported promptly. You must not feed large birds, such as pigeons or seagulls, outside the Property where this is likely to cause a nuisance to neighbours
- 5.7 You must not store rubbish at the Property and must keep it free from bad smells
- 5.8 You must not throw anything out of windows or from a balcony
- 5.9 You must not let anyone into secure communal entrances unless you know they have a right to be there
- 5.10 You must not keep mobility scooters, motorbikes, mopeds or bicycles in internal communal areas, or any other items that can catch fire or cause an obstruction

- 5.11 Smoking is not permitted in any internal communal areas -including stairwells, lifts, corridors and communal rooms
- 5.12 You must not withhold information from the police about any burglary or damage caused by a criminal act at the Property

6 USE AND OCCUPATION OF THE PROPERTY

- 6.1 You must move into the Property within 7 days of the start of the tenancy unless you have our written permission to delay moving in. You must occupy the Property personally as your sole or main place of residence
- 6.2 You must not leave the Property unoccupied for more than one calendar month without informing us or we may assume that you have abandoned the tenancy and may take steps to recover possession of the Property
- 6.3 If you live in sheltered accommodation you must allow the warden access to inspect the warden-call equipment on a monthly basis
- 6.4 You may not use the Property for business purposes unless you have our written permission to do so and have obtained any necessary planning permission
- 6.5 You must not place or exhibit any notice board or notice/s which are visible from the outside of the Property that:
- (a) advertises any trade or business, or any goods or services
 - (b) contains allegations, offensive or slanderous material
- 6.6 You must not hang any washing out of windows or on balconies
- 6.7 You must not neglect the Property or let it fall into disrepair
- 6.8 You must not keep any firearm, shot gun, air rifle, or any other offensive weapon that could not legally be carried in public at the Property without our written permission to do so. Before granting this we will need to inspect your gun licence
- 6.9 You must not obstruct communal areas, fire exits or any entrance/exit by storing personal items or items to be disposed of including bicycles

7 ANTI-SOCIAL BEHAVIOUR, HARASSMENT AND DOMESTIC VIOLENCE

- 7.1 As the tenant you are responsible for not only your own behaviour but also that of anyone (including children) living in or visiting the Property. This section applies not only to actions in the Property but also to those in communal areas, surrounding areas and the locality
- 7.2 You must not act in any way that causes, or is likely to cause, nuisance or annoyance or is anti-social. Such behaviour includes, but is not limited to:
- (a) loud noise, loud music
 - (b) loud arguments, fighting, foul language
 - (c) spraying or writing graffiti
 - (d) playing ball games close to peoples homes
 - (e) slamming doors
 - (f) dumping rubbish
 - (g) dogs barking, the keeping of dangerous or unsuitable animals
 - (h) drug and alcohol abuse
 - (i) cycling or skateboarding on footpaths
 - (j) damaging or vandalising property
 - (k) jamming communal and fire doors open

- 7.3 You must not use or threaten to use, violence or mental, physical or sexual abuse against any person living in or visiting the Property or the locality
- 7.4 We reserve the right to seek a Court Order to terminate your tenancy where there is clear evidence of domestic violence/abuse, irrespective of whether criminal proceedings have been instigated. We also reserve the right to grant a sole tenancy of the Property to the victim of domestic violence/abuse or to a former joint tenant or occupier who is not the perpetrator of domestic violence/abuse
- 7.5 You must not act in any way that might harass a person on the grounds of race, religion, sex, age, disability, HIV status, sexual orientation or for any other reason. Such harassment includes but is not limited to:
- (a) Verbal abuse
 - (b) Threatening, abusive or racist behaviour, letters, telephone calls, text messages or insulting graffiti
 - (c) Damage to or threats to damage property
 - (d) Racially motivated acts
 - (e) Offensive drunkenness
- 7.6 You must not use the Property for criminal, immoral or illegal purposes such as prostitution, selling, intending to sell, using, manufacturing/cultivating any illegal drugs or handling stolen goods
- 7.7 You must not use the Property or allow it to be used by someone else for the purpose of using, storing or selling illegal drugs
- 7.8 You must treat Council officers, and anyone acting on the Councils behalf, with courtesy and respect. You must not threaten or make offensive comments to them. This applies at any time and in any place. Council officers will treat you with courtesy and respect. If you believe a Council officer has failed to do this then you can make a complaint through our feedback system. See Section 13
- 7.9 If your behaviour causes nuisance or annoyance to another person, you may be given a police warning. If you breach this warning the police may take action against you. This would provide the Council with evidence to take court action against you and to take possession of the Property. We can also seek a number of legal remedies to prevent you from behaving in such a manner or to exclude you from the locality. Breach of a court order can lead to a prison sentence. If you lose your home as a result of anti-social behaviour the Council does not have to re-house you

8 VEHICLES AND PARKING

- 8.1 For the purposes of this section the word “vehicle” includes but is not limited to a car, motorbike, moped, van, lorry, caravan, boat, trailer, bus, minibus or a heavy goods vehicle
- 8.2 You must not park any vehicle anywhere on the Property unless the Property has a garage, parking space or drive. Access to these areas must be via a dropped kerb. You must not build a garage, parking space or drive, or put in a dropped kerb unless you have obtained our written permission before you start works. You must comply with our conditions for construction
- 8.3 You must not drive over or park on any estate grassed areas, verges or pavements unless you have our written permission to do so and have obtained any necessary permits
- 8.4 You must not park any vehicle on the Property, the estate or any housing land if it is not taxed or not roadworthy unless you have first obtained our written permission to do so, any vehicle that is off the road must be registered as Statutory off the Road and a Statutory off Road Notification (SORN) must be held. We may clamp, remove and destroy any vehicles that are illegally parked, abandoned, untaxed, dangerous or not roadworthy and the owner may be charged for our costs
- 8.5 You must not park any vehicles used for business purposes at the Property, on the estate road adjacent to it, on allocated parking spaces or on the estate for long or regular periods of time unless you have obtained our prior written permission to do so

- 8.6 You must park legally and considerately so that you are not causing an obstruction for emergency vehicles or other road users and so that you are not obstructing the access to other properties
- 8.7 You must not carry out any major repairs to a vehicle at the Property, on estate roads, garage forecourts or designated parking areas. Minor repairs to a vehicle belonging to a member of your household may be carried out but only at reasonable times during the day and without causing nuisance or annoyance to anyone living, visiting or working in the area
- 8.8 You must not receive any payment for repairing any vehicle at the Property
- 8.9 You must not keep motorbikes or mopeds in internal communal areas or in the Property. Any such unauthorised vehicle will be removed immediately. You must not keep mobility scooters in internal communal entrances unless they were specifically designed for the purpose and must not keep them in the Property unless you have our prior written permission
- 8.10 You must not sell, rent or give away a parking space that we provide to you or allow anyone other than your family, visitors and friends to park at the Property or in your designated space
- 8.11 You must not allow oil, petrol or other deleterious fluids to spill onto the Property, communal areas or neighbouring land or to discharge into drains

9 GARDENS

- 9.1 You must keep the Property garden clean and tidy and the paths free from obstruction. You must maintain the garden, including hedges, fences, lawns and borders to the satisfaction of the Director of Environment and Neighbourhood Services. You must not allow any hedge to grow more than 2 metres high or any lesser height as specified by us in writing
- 9.2 You must not use the garden to store rubbish, scrap or unsightly objects
- 9.3 You must obtain the Councils prior written permission before the erection or removal of garden structures (garage, greenhouse, shed, pond etc), fences, hedges and the planting or removal of trees, shrubs or bushes
- 9.4 Failure to maintain the garden may result in the Council, after giving 24 hours notice, entering the garden and carry out any necessary works to ensure that the tenancy conditions are met. You will be charged for the cost of such works
- 9.5 If the Property is on an open-plan estate the front must remain lawned. You must not plant anything or erect any structures, including fencing, on this area unless you have obtained the Councils prior written permission to do so. You must not park on or drive across any estate grassed verges, open areas or gardens
- 9.6 You must not remove or interfere with any trees, hedges or fencing that belong to the Council unless you have obtained the Councils prior written permission to do so
- 9.7 You must ensure that any structure or planting within the garden of the Property does not interfere with the public footpath, highway, entrance or exit to the Property or in anyway causes a nuisance or annoyance to adjoining occupiers

10 PETS AND ANIMALS

- 10.1 You may keep one cat, dog or small caged bird at the Property. If you wish to keep more than this or any other animals you need the Councils prior written permission to do so. We reserve the right to restrict or prohibit at any time the keeping of dogs, cats or other animals at the Property
- 10.2 All pets and animals should be kept under control at all times and not cause a nuisance or annoyance to anyone

- 10.3 The keeping of an animal in flats will be permitted as long as they do not roam freely in the communal areas
- 10.4 Animals must be kept in appropriate enclosures that are adequate for their needs and from which they can't escape
- 10.5 Dogs must be kept on a lead when in communal areas and owners must ensure that they comply with the Dangerous Dogs Act 1991
- 10.6 You must not breed animals or birds anywhere on the Property
- 10.7 You should not allow any animal kept by you or visiting the Property to foul estate property including shared areas, roads, footpaths and play areas in the local area. Where fouling does occur you must remove and hygienically dispose of the faeces (animal mess) immediately

11 CONSULTATION AND PARTICIPATION

- 11.1 We will encourage and support tenants who want to get involved in the management of their homes and will explain how they can do this
- 11.2 We will send out a copy of the Tenants Compact on request, which sets out how we will involve you in the housing service
- 11.3 You can be involved at different levels to suit your needs and availability
- 11.4 We will deliver the Tenants Newsletter to your door on a regular basis and from time to time send you other information about housing issues and our performance. We may also ask you to take part in surveys so that we can find out how we are doing or to get your opinion on any issues
- 11.5 We will ensure that all information sent out is clearly written, timely and relevant to tenants' needs
- 11.6 If we need to change or vary your conditions of tenancy we will send you a letter telling you that we intend to serve a Notice of Variation. This letter will explain the proposed changes and ask for your comments within a given timescale. We will then consider your comments before we decide whether or not to go ahead with the changes. If we do go ahead you will then receive the Notice of Variation that will give details of the changes and the date on which they will begin. You will receive this in writing at least four weeks before the changes come into effect. You will not need to sign a new Agreement

12 ENDING YOUR TENANCY

- 12.1 If you wish to end your tenancy you must give four (4) clear weeks notice in writing to expire at noon on a Monday. You must also provide the Council with your forwarding address
- 12.2 If the tenancy ends because the tenant has died (or in any other special cases) we may accept a shorter period of notice from their representative, but not less than one (1) clear week. The tenant's representative must clear the Property of all possessions and all rubbish before we will end the tenancy
- 12.3 If you are a joint tenant, the tenancy will end if either you or the other joint tenant gives notice to the Council of his/her wish to end the tenancy. You will not have an automatic right to remain in the Property.
- 12.4 If requested by the Council you must allow Council officers and contractors to enter the Property by appointment to inspect its condition prior to your vacating the Property
- 12.5 You must hand in all the keys to the Property when you leave by 12 noon on the Monday that the notice expires. If we do not receive the keys the tenancy will continue until the Monday following the return of the keys, you will continue to be responsible for the payment of rent for this period or the Council has replaced the locks to the Property. If we do not receive all the keys, we will change the locks to the Property and you will be charged for this work

- 12.6 You must pay all rent and other charges up to the date that your tenancy ends
- 12.7 You must not leave anyone living in your home when your tenancy ends. If you do we will take action to evict them and you will be charged for the costs of doing so
- 12.8 You must leave the Property in a clean and tidy condition, having removed all your possessions and rubbish from the Property, garden, outdoor structures (e.g. shed) and communal areas. If we have to clean the Property after you have vacated it or dispose of your possessions and rubbish you will be charged for the cost incurred by the Council in doing so. If the possessions are of any value they may be sold to offset these charges
- 12.9 We will inspect the Property when it is empty. You may be charged for the replacement of any broken fixtures and fittings that belong to the Council
- 12.10 You must arrange for the repair of any damage to the Property that has been caused by you any member of your household or visitor to the Property. The Council reserves the right to carry out repairs to damaged property or make good sub-standard repairs and charge the full cost of doing so to you.
- 12.11 You are responsible for ensuring that all gas and electrical appliances that belong to you are appropriately and safely disconnected and removed from the Property. Gas appliances should only be disconnected by a Gas Safe Registered engineer.
- 12.12 Any possessions remaining within the Property after termination of the tenancy will be assumed to be unwanted and disposed of.

13 WRITTEN NOTICES

- 13.1 All written notices must be sent to:

The Director of Environment and Neighbourhood Services
East Riding of Yorkshire Council
Housing Services Section
County Hall
BEVERLEY
East Riding of Yorkshire
HU17 9BA

- 13.2 If you would like to make any comments, compliments or complaints about the housing service that you receive please send them to the above address
- 13.3 We will deliver all letters and notices to you either by hand or by leaving them at or posting them to your last known address
- 13.4 We will assume that you have received all posted items within 72 hours of sending them and hand-delivered items within 24 hours

East Riding of Yorkshire Council will, on request, provide this document in Braille, LARGE PRINT or an audio version.

If English is not your first language and you would like a translation of this document into any other language, please telephone (01482) 393939.