



**WOKING BOROUGH COUNCIL SECURE TENANCY AGREEMENT  
TERMS AND CONDITIONS OF TENANCY**

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## General Notes

These conditions apply to your secure tenancy agreement

Any reference in these conditions to the tenant includes joint tenants

Any reference to the property or home means the dwelling including fixtures and fittings, the garden, paths, hedges and/or fences and any shed and/or garages owned by the Council which are included in the tenancy

Your Tenants' Guide and Repairs Handbook give more detailed information on many of the terms and conditions in this agreement

The address for service of any notices is: Head of Housing, Woking Borough Council, Civic Offices, Gloucester Square, Woking GU21 6YL

Parts IV and V of the Housing Act 1985 and Part V of the Housing Act 1996 (or any modification or re-enactment to them from time to time in force) apply to this tenancy agreement

## 2 The Council's Responsibilities

We will not interfere with your right to live in your home, as long as you do not break any of the conditions in this agreement

You will generally have security of tenure as long as you occupy the home you have signed your agreement for, as your only or principal home.

We will give you four weeks' written notice if we are going to change any element of your rent

If you break any condition of this agreement we can apply for a court order to evict you. We must give you four weeks' written notice first. In extreme circumstances the court may reduce this notice period

Any notice under this Agreement must be in writing and may be served on you either personally, or by leaving it for you at the property or at your last known address or by sending it by post to the property or to your last known address

We will consult you on matters relating to the management of your home

We will keep the following in good condition:

- i) the structure and exterior of the building
- ii) kitchen and bathroom fittings
- iii) electrical wiring, gas and water pipes
- iv) heating equipment and water heating equipment which we provide
- v) any communal areas around your home
- vi) internal communal areas and lifts

We will do any repairs for which we are responsible within the time set out in the Repairs Handbook

We will aim to decorate the outside and shared parts of the building on a planned basis

### 3 Variation of the Agreement

Where we wish to make any change, other than to the rent or other related charges (see 2.3 above) we will send you a notice in advance of the proposed change and its effect and ask you for your comments

Once the change has been agreed, we will send you a Notice of Variation

### 4 Your Responsibilities

#### Anti-Social Behaviour, Nuisance and Harassment

4.1 You, members of your household, friends, or any other person living in or visiting your property (including children) must not do, or allow any of the following. If you do, we may take legal action under relevant legislation which may lead to your eviction.

- i) anything causing, or likely to cause, a nuisance or annoyance to anyone in the local area
- ii) anything causing any nuisance or annoyance to anyone in the local area by playing loud and/or amplified music or by making any noise or vibration which is likely to cause a nuisance to anyone else
- iii) anything causing, or likely to cause, harassment to anyone in the local area because of their race, colour, nationality, religion, sex, sexuality or disability in a way which may interfere with their peace or comfort, or causing offence or likely to cause offence
- iv) anything using, or threatening use of, violence, intimidation, threats, verbal abuse, theft, damage to property, indecency or immoral acts or allowing illegal drug activities in or around your home
- v) anything abusive, discriminating against, intimidating, threatening or causing an assault on any person including council employees, agents or representatives

4.2 We may also take legal action to evict you if you, or any person living in or visiting the property is convicted of any arrestable offence committed in the property or in the local area

4.3 The Council may take legal action to evict you from the property if, as a result of domestic violence inflicted by you, your partner leaves the property and is unable to return

4.4 If you let any pet become out of control or cause nuisance we may pursue legal action for anti social behaviour which could result in a court order for your pet to be removed from your home

#### Ending Your Tenancy

4.5 You must give us four weeks notice in writing, expiring on a Monday, when you want to end your tenancy

4.6 You must return all keys to the property to us by noon on the day your tenancy ends.

- 4.7 You must pay rent and any other charges due up to the end of the tenancy
- 4.8 You must remove all your own furniture and personal belongings from the property, leave the property clean and tidy and remove all rubbish from the property and from outbuildings, garages, communal or garden areas. We will charge you the cost of clearing and cleaning if you fail to do this.
- 4.9 You must repair any damage or lack of repair for which you are responsible under the tenancy conditions or we will charge you for any work that is carried out after you have left
- 4.10 You must not allow anyone else to stay in the property when you leave
- 4.11 We ask you to notify us of your new address

#### Gardens and Communal Areas

- 4.12 You must make sure that you do not cause any obstruction at any time to any shared areas for example halls, communal landings, staircases or corridors.
- 4.13 If you live in a flat or maisonette, you are responsible for disposing of rubbish in the refuse chute, bin or other designated area available for this purpose at your block
- 4.14 If your property has a garden which is not part of a communal area, you are responsible for its upkeep: keeping it tidy and free from rubbish. This also includes the area around your home
- 4.15 You must not let any trees, hedges or shrubs growing in your garden that are next to any path or driveway around your home become a danger or a nuisance to anyone else. You must also make sure they do not block footpaths or damage any buildings or boundary fences
- 4.16 You must not remove, alter, replace or plant any hedge, fence or tree at the property without our written permission. Neither must you alter the boundary of your property.
- 4.17 You must not put up any shed, garage, greenhouse, aviary, poultry house, porch, extension, satellite dish or other structure without our written permission

#### Maintenance and Repair

- 4.18 You must not make any structural change, improvement or addition to your home or carry out any external decorations without our written permission.
- 4.19 You must not remove the NTL box at your home if it has been provided by the Council
- 4.20 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install in your home. We may give you compensation for certain improvements, payable when the tenancy ends

- 4.21 You must pay the cost of all repairs and replacements to the Council's fixtures and fittings which are needed because of damage caused by you or a member of your household or anyone visiting your home
- 4.22 You must take care to prevent burst water pipes, especially in winter and when you are away from home for a long time.
- 4.23 You are responsible for making sure that you do not block waste pipes, sinks, drains or toilets
- 4.24 You must keep in good and substantial repair all parts of the property, and all fixtures and fittings which the Council is not required to maintain. These are listed for you in the Repairs Handbook
- 4.25 You are responsible for keeping the inside of your home clean and well decorated
- 4.26 If you lose any keys including those to your home, shed, window, or garage, you are responsible for replacing them
- 4.27 You must tell us straight away about any necessary repairs that we are responsible for
- 4.28 You must allow our officers and other employees, contractors and workmen, and any other persons authorised by us, access to the property at any time with 24 hours prior notice – except in an emergency when no notice is required - to view the state and condition of the property or any adjoining property, and to do any work for which we are legally responsible.
- 4.29 We have a legal obligation to carry out annual checks to gas appliances in your home. You must allow our contractors to do this, and in the event of your failing to keep a second notified appointment, the contractor, together with a council officer, will enter the property to carry out the work, leaving the property in a secure condition. The Council will charge the cost to you of gaining entry to the property and making it safe unless you can give an acceptable reason for failing to provide access.

#### Rent

- 4.30 You must pay your rent and any other charges for the property on time. It is due every Monday for the week ahead
- 4.31 If you do not pay your rent on time, we will ask you why before we start legal action; but we will pursue legal action if you continue to fail to ensure payments are made

#### Use of the Property

- 4.32 You may take a lodger into your home provided your home does not become legally overcrowded.

- 4.33 However, you must have our written permission before you sublet or part with the possession of any part of your home. You must not sub let or part with possession of the whole of your home
- 4.34 You must give us, within 14 days, details of everyone who lives in your home if we ask for these details
- 4.35 You must keep to any laws that apply to flammable or explosive substances that are in or on the property. Do not store or use any flammable or explosive material or gas, for example paraffin, butane, propane and so on, in any flat or maisonette, or use a lift to move any containers that have been used to store bottled gas, whether they are full or not
- 4.36 You must take reasonable care to prevent fire
- 4.37 Our written permission must be obtained before you use your home, or allow any part of it to be used, for running any trade or business
- 4.38 You must not put up any sign or advertisement (other than those supporting government elections, charitable or non-profit making activities) without our written permission
- 4.39 You must let us know if you are going away for a month or longer. If you don't you may find that we have taken legal action to recover the property, thinking you have abandoned it.

#### Vehicles and Parking

- 4.40 You must not cause any nuisance which would be in breach of any terms of this agreement when parking any vehicle(s) at the property: for instance by creating excessive noise, or untidiness.
- 4.41 You must not repair any vehicle on our land without our written permission except small essential and urgent repairs to vehicles owned by you or someone who lives with you
- 4.42 You must not park, nor allow any member of your family or any visitor to your household to park, any commercial vehicle, vehicle exceeding 1.5 tonnes in capacity, machinery, boat, caravan or trailer, stock car, grass racing vehicle, horsebox or anything similar on our land or at the property without our written permission. If you do receive permission to park any such vehicle at the property, access must be over a proper crossing which we have approved
- 4.43 You may use designated parking spaces on our land when parking your vehicle. However, you must not park any unroadworthy, untaxed or dangerous vehicle on our land including grass verges, footpaths, designated parking spaces
- 4.44 The Council reserves the right to remove any vehicles parked by you, your family or visitors which are in breach of the tenancy conditions or which cause obstruction to other residents or emergency vehicles. The Council will recover the costs incurred.

## 5 Your Rights

- 5.1 On the death of the tenant, the tenancy will be transferred automatically to the surviving member of a joint tenancy. If a sole tenant dies, the successor may be either a spouse, partner or family member who is entitled to succeed and where there has been no previous succession
- 5.2 You may assign your tenancy to a spouse, partner or other family member who would be entitled to succeed on your death provided there has been no previous succession or assignment. You must obtain our written permission before you can do this
- 5.3 Under certain circumstances you may exchange your tenancy with another tenant. You must complete all the necessary forms and paperwork and obtain our written permission before you do this
- 5.4 We will transfer a tenancy on receipt of a court order to do so
- 5.5 You have a right to enquire about buying your home from us
- 5.6 We must allow you, on request, with reasonable notice, and on payment of a fee, to see all information that is kept on your file by Housing Services except information that would identify an individual who is not a member of your household
- 5.7 You have a right to complain about our services in accordance with the Council's policies