

Welcome to your new home

Brighton & Hove City Council would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a council tenant.

This tenancy agreement sets out both your responsibilities as a tenant and those of the council as your landlord.

This is an important legal document. Please keep it safe.

Type of tenancy

If you are not currently a 'secure' or 'assured' tenant, you will be an 'introductory tenant' for the first year of your tenancy with the council. After that time, you automatically become a secure tenant unless we have extended your introductory tenancy for a further six months or have applied to the court to gain possession of your home.

If you transfer from another of our properties, you will continue to be a secure tenant unless you are still in the first year of your introductory tenancy. In this case, your introductory tenancy continues at the new property until the end of the first year.

Your type of tenancy is indicated below. You will find more details about introductory and secure tenancies in the Tenant Handbook.

- You have an Introductory Tenancy** with us, which we have given you under the Housing Act 1996. It will last for one year until ____ / ____ / _____. After this date it will automatically become a secure tenancy, unless we have applied to court for possession of your property or it has been extended for a further six months.
- You have a Secure Tenancy** with us, which we have given you under the Housing Act 1985.

Joint tenancies

If you have signed this agreement with someone else - such as your husband, wife, civil partner or partner - you are a joint tenant. In joint tenancies, each tenant is jointly and individually responsible for all of the conditions of this agreement. This means that if one tenant leaves the home the other tenant must still keep to these conditions.

Please ask at your local housing office if you have any questions about the type of tenancy you have.

Tenancy conditions

Your tenancy conditions are the rights and responsibilities you have as a tenant and those we have as a landlord. This agreement does not remove any rights you or we have which are set out in the Housing Acts or other law.

In these tenancy conditions, 'we', 'us', or 'our' refers to Brighton & Hove City Council. 'You' refers you the tenant or, in the case of joint tenancies, you and the person you have signed this agreement with. You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors ('they').

In the tenancy conditions, when we refer to 'your home' or 'the property', we mean the premises you live in including any garden, balcony, parking area or storage area that is used by you.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them.

Most of the tenancy conditions are the same for introductory and secure tenancies, but some conditions only apply to one or the other. We have indicated where this is the case in this agreement.

Before we change this agreement we will consult you through our tenants' consultation procedures. We have described these in the Tenant Handbook.

Your right to live in the property

This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take legal action against you for possession and the court takes the property away from you. For example, this might happen if:

- You break any of the conditions of this agreement. If you do we may take legal action to force you to meet the conditions, or ask the court for permission to evict you.
- You stop using the property as your only or main home.
- You have given false or fraudulent information to get the tenancy.
- We need to carry out redevelopment or major repairs to the property, which we cannot do unless you move out.
- There is a legal ground for possession under the Housing Act 1985, the Housing Act 1996 or any other law.

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1. Your rent and other charges

1. You must pay your rent and other charges when due. The rent and other charges are due on Monday every week. If you choose to pay fortnightly or monthly you must pay in advance.
2. Your rent card shows you the weekly rent and other charges you need to pay each week. We will tell you in writing when your weekly rent and charges change.
3. We may increase or reduce your rent and other charges. If this is going to happen we will give you at least four weeks' notice in writing.
4. If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any outstanding arrears. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any outstanding arrears.
5. You must pay any rent arrears due in accordance with any agreement entered into with us.

2. Repairs and improvements

Our responsibilities:

1. We are responsible for keeping the following items in good repair and working order:
 - the structure and outside of buildings including drains, gutters and pipes
 - all fittings, pipes and connections supplying water, gas and electricity
 - all equipment for sanitation including basins, sinks, baths and toilets
 - all equipment that provides heating and hot water
- If you live in a flat, we will keep the shared parts and services - entrances, halls, stairways, lifts, passages, refuse chutes and lighting - clean and in a good state of repair.
2. We will decorate the outside of your home and the shared parts when necessary.
 3. We will keep communal grounds and landscaped areas that are our responsibility clear and tidy.

Your responsibilities:

4. You must let us know when a repair that is our responsibility needs to be done. You can report a repair by phoning the Repairs Helpdesk freephone, or by writing to or visiting your local housing office. If the repair is an emergency and our offices are closed, you should contact the out of hour's emergency number. You will find details of this service in the Tenant Handbook.
5. You must keep your home, including fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting you do the same.
6. You are responsible for minor repairs and you should decorate all internal parts of your home as often as is necessary to keep them in good decorative order. You will find more details on this in the Tenant Handbook.
7. You must allow our officers and people we authorise into your home at reasonable hours to:
 - inspect the condition of your home
 - carry out any work that may be necessary to your home or adjoining properties
 - inspect and maintain any gas and electrical installations

We will give you reasonable notice of when access is needed where possible. Our contractors and employees may enter your home without giving notice if we believe that entry is necessary due to an emergency which could cause injury, or damage to your home or to a neighbouring property.

8. In an emergency you must give our officers and people we authorise immediate access to your home.
9. You must get our written permission before you carry out improvements or alterations to your home. This includes, but is not limited to:
 - the fixing of satellite dishes and aerials
 - the installation of CCTV cameras

You must apply for our permission in writing and give full details of the work you want to carry out. You may also need planning or building regulation consent. Your Tenant Handbook gives more details of this. **If you have an introductory tenancy you will not be able to carry out improvements or alterations to your home until your tenancy has become secure.**

10. You must get our written permission if you want to install a hard floor finish such as laminate flooring, hardwood overlay or ceramic tiles, or if you want to have bare floorboards in any room in your home. We will not refuse permission unreasonably but that we will probably only grant permission if you live in a house or ground floor flat. You must use an approved high quality underlay.

As the use of hard floor finishes could cause nuisance to your neighbours due to noise transmission, if you carry out any of the above alterations without our written permission, we will be entitled to restore the property to its original condition during, or at the end of your tenancy. If we do so we are entitled to recover reasonable costs from you for carrying out this work. Your Tenant Handbook gives more details of this. **If you have an introductory tenancy, you will not be able to carry out improvements or alterations to your home until your tenancy has become secure.**

11. The following condition applies if we tell you in writing that we are aware of a potential noise nuisance coming from your home that might be caused by the installation of a hard wood floor finish or bare floorboards:
 - a. You must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a similar floor covering that has similar noise-reducing qualities. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the council.
12. If you or any member of your household or visitors cause any damage to the property or any shared areas, you will have to make good the damage or pay our repair costs. If the damage was caused other than by accident, the council will normally support any police prosecution that may follow.

Your Tenant Handbook gives more details of what is covered under this condition.

3. Living in your home

1. You may take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for their and their visitors' behaviour, including any noise nuisance or damage they may cause. You should tell us details of any lodger living at your home when we ask you.
2. You may sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your subtenant and their visitors, including any noise nuisance or damage they may cause.
3. Any anti-social behaviour by your lodger(s) or sub-tenants may lead to us taking action against your tenancy.

4. Assigning your tenancy:

Introductory tenants only

Your tenancy may only be transferred to someone else in the following circumstances. This is called assignment:

- By a Court Order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996
- To a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

The Tenant Handbook gives more information on this.

Secure tenants only

Your tenancy may only be transferred to someone else in the following circumstances. This is called assignment:

- Under the Right to Exchange, with our written permission
- By a Court Order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996
- To a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

The Tenant Handbook gives more information on these.

5. You or any member of your household may not run a business from your home without our written permission. You may ask for permission from your local housing office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenant Handbook.
6. You must live in your property as your only or main home. If you do not do this, for example if you abandon the property or return the keys without giving proper notice as described in clause 5.1 of this agreement, we will take action to end the tenancy by serving you with a Notice to Quit. We will serve this notice on your property if you cannot be traced for us to serve the notice on you personally. This notice will give you at least four weeks' written notice ending on a Monday. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the notice ends.
7. You must inform us, in writing and if possible in advance, if you are, or expect to be, absent from your home for 28 days or more.
8. In houses and bungalows, you may use the loft space for storage at your own risk. We will hold you responsible for any damage this causes to the property and we will not be liable for any damage caused to your possessions. You will need our written permission if you wish to use the loft space as living area. The loft space must not be used in flats.

4. Living with your neighbours

Brighton & Hove is a unique place in which to live, work, and visit. All residents, visitors, and businesses have the right to enjoy the city, live peacefully in their homes and neighbourhoods, feel safe, and enjoy the resources and culture that the city has to offer, free of concerns for their well-being. Brighton & Hove City Council, together with its partners, is committed to tackling nuisance and anti-social behaviour in the city.

Our responsibilities:

1. We will not interfere with how you use your home as long as you keep to the terms of this agreement or unless there is any other reason under the Housing Acts of 1985 and 1996 or any other law where we may need to.
2. We will investigate any complaints of nuisance or harassment and take appropriate action

Your responsibilities:

- 3 You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors ('they'). This applies in your home and in the shared parts of your block or estate and its surrounding area.
- 4 You and they must not do or threaten to do anything which causes, or is likely to cause, a nuisance or annoy someone else. Examples of anti-social activities, which cause nuisance and annoyance include, but are not limited to:
 - loud music from televisions, radios, music systems and musical instruments
 - noisy parties
 - too much noise from DIY activities
 - shouting and swearing
 - banging and slamming doors
 - dogs barking and fouling
 - dumping rubbish
 - vandalism and graffiti
 - offensive drunkenness

We may take legal action to evict you if you or they behave anti-socially or if you or they commit a crime or are convicted of an indictable offence at the property or in the local area. We may also take legal action to get an injunction against you or any person you allow to act anti-socially and to recover the costs of this action from you. We are unlikely to offer you another tenancy if you have been evicted because of anti-social behaviour.

5. You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason. Examples of harassment include, but are not limited to:
 - violence, threats of violence or violent gestures
 - using abusive words or behaviour
 - writing threatening, abusive or insulting graffiti
 - damage or threats to damage property
 - stalking any other person
6. You and they must not use or threaten to use violence, abuse or use threatening behaviour to anyone in the area of your home or the area of our offices, including other residents, our employees, agents working on our behalf or other people visiting or carrying out lawful activities in the area of your home or our offices.
7. You and they must not use your home or any shared area for any criminal, immoral or illegal activity such as using drugs, drug dealing or prostitution.
8. You must not do the following or allow another person to do the following in your home:
 - use or produce any drugs or substances covered by the Misuse of Drugs Act 1971 (or any other relevant act or regulations)
 - supply or offer to supply any of these drugs to another person
 - possess any of these drugs with the intention of supplying them to another person

9. You must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against any other person living with you, anyone you have invited into your home, or anyone living in another of our properties. If you do and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to evict you from your home.
10. You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you or they damage.
11. You and they must not interfere with security equipment in shared areas, such as door entry systems and closed circuit television equipment. Doors must not be jammed open and strangers must not be let in without showing identification.
12. You and they must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions. You must also keep emergency exits free from obstruction. If we need to clear any items belonging to you from shared areas, you may need to pay our costs.
13. You and they must not block local roadways and other vehicular access, and must keep them and car parking spaces clear of unroadworthy vehicles and other obstructions.
14. You and they must not carry out non-routine car repairs, like paint spraying, or dump unwanted vehicles in shared areas.
15. You and they must not park a vehicle, caravan, boat or trailer on any paths, gardens, yard, car park, service road, grassland or other land belonging to us without our written consent. You and they must not store vehicles or vehicle parts in your garden.
16. You or they must not keep a dog, bird or other animal in your home without our permission - the Tenant Handbook gives details of when we will give permission. Your pet(s) must not annoy or frighten other people, nor must you allow your pet to foul shared areas. It is a breach of your tenancy agreement if you are convicted of causing cruelty and suffering towards an animal.
17. You or they must not encourage or feed any wild feral pigeons, seagulls, rats, mice, squirrels on your property, our land or in the locality.
18. You and they must not keep liquid petroleum gas or any other flammable or explosive substance in your home or shared areas. You must also not do or keep anything in these areas which might affect the insurance of the property. You must not tamper with fire safety equipment.
19. If you have a garden, patio or balcony, you must keep it tidy. You must not dump rubbish in the garden, including household items or vehicle parts. You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land. If you fail to keep these areas tidy we may do the work and you will have to pay our costs.
20. You or they must not smoke in any enclosed shared areas.

5. Ending your tenancy

When you decide to end your tenancy:

1. You must give us at least four weeks' written notice before you want to end your tenancy, which must end at 12 noon on a Monday. You must return all your keys to your housing office before this time. If you return your keys later than this, we will charge you the full charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to your housing office before noon on the Tuesday following the holiday. If you return the keys without giving at least four weeks' written notice, we might not accept this as an end to the tenancy.

If you are transferring to another council or housing association tenancy, you will need to give us two weeks' written notice before you want to end your tenancy, which must end at 12 noon on a Monday. You must return all keys to your local housing office by 3pm on the Monday. If you return your keys later than this, we will charge you the full charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to your housing office before noon on the Tuesday following the holiday.

2. You must pay the rent and all charges for the whole period of the notice, even if you have moved out and returned the keys before the Monday on which the notice period ends. If you fail to clear any outstanding rent and charges before you move out, we will take action to recover the debt.
3. You must take all furniture, floor coverings, belongings and rubbish from your home and leave the property and the fixtures and fittings in a reasonable condition and state of repair.
4. If you fail to clear the property and/or leave it in a state of disrepair, we will charge you for the cost of removing the items that you leave behind and for any work that is necessary. We will not be responsible for any items that you leave behind.
5. You must not leave anybody living in your home when you move out, such as a lodger. If you do so, we will take court action to remove them from the property and you and your lodger will have to pay the costs.

When we want to end your tenancy:

6. Introductory tenants only

If you have an introductory tenancy, we can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the conditions of this tenancy agreement or there is any other reason under the Housing Act 1985, the Housing Act 1996 or another law why we need possession of your home.

If you break your tenancy conditions, we may serve a 'Notice to Terminate' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also give you the date after which possession proceedings will start. This will be at least four weeks after the notice is served.

If you do not use the property as your only or principal home or move out without giving proper notice, we can end your tenancy by serving a 'Notice to Quit' giving four weeks' notice.

We will serve a notice on you by either delivering it to you in person, sending it to you by post at the property, leaving it at the property, or giving it to another adult at the property.

7. Secure tenants only

If you have a secure tenancy, we can only end your tenancy with a court order. We can only ask the court to grant a possession order if one or more of the grounds for possession set out in the Housing Act 1985 exists.

If one or more of the grounds exist, we may serve a 'Notice of Seeking Possession' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date that possession proceedings will start. This will normally be at least four weeks after the notice is served.

If you do not use the property as your only or principal home or move out without giving proper notice, we can end your tenancy by serving a 'Notice to Quit' giving four weeks' notice.

We will serve a notice on you by either delivering it to you in person, sending it to you by post at the property, leaving it at the property, or giving it to another adult at the property.

Death of a tenant

8. In the event of your death, the tenancy becomes part of your estate and, if you have left a will, the tenancy can be brought to an end by a personal representative of your estate. The personal representative must give at least four weeks' notice in writing ending on a Monday. Your estate is also responsible for other conditions of this agreement as set out in clauses 5.1 to 5.5 of this agreement.
9. If you die without leaving a will, known as 'intestate', legal responsibility for your tenancy passes to the Public Trustee. We will end the tenancy by serving a Notice to Quit on the Public Trustee. A copy of this notice will be given to any next of kin that you may have.

Full details on ending a tenancy in these circumstances are included in the Tenant Handbook.



Your Tenancy Details

This tenancy agreement is between:

Name(s) of tenant(s) _____
and Brighton & Hove City Council

The address and postcode of the property rented in this agreement is:

The weekly charges for the property at the start of your tenancy are:

- Rent £ _____
- Heating and hot water £ _____
- Service charge £ _____
- Other charges £ _____
- **Total** £ _____

Rent arrears from any previous tenancy:

You also have to repay rent arrears of £ _____ and have agreed to keep to the arrangement you have with us to repay the debt.

The names of the people who will live in the property are as follows:

Full name	Date of birth	Relationship to you
		Tenant

The maximum number of people allowed to live in your home is _____

Photos

Permission is given to keep the following pets:

Permission is subject to you keeping to the terms of this agreement.

The tenancy begins on ____/____/____ under the conditions set out in this agreement.

The provisional date your Introductory Tenancy becomes secure is ____/____/____

I have read and understood this tenancy agreement, and agree to the conditions set out in it.

Tenant's signature: _____

Tenant's name: _____

Joint tenant's signature: _____

Tenant's name: _____

Date: ____/____/____

Signed for Brighton & Hove City Council by:

Name: _____

Job Title: _____

Date: ____/____/____

Under Section 48 of the Landlord and Tenant Act 1987, if you need to give us any notices, please send them to: King's House, Grand Avenue, Hove, BN3 2LS.

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