

# Tenancy Agreement

for Introductory and  
Secure Tenants



*Department for Housing Services*

## English

Please ask if you would like this; "Tenancy Agreement", in another language, large print, Braille or audio format, please telephone: 01752 780987

## Albanian

Nëse e doni këtë: "Marrëveshje Banimi" në një gjuhë tjetër, print të madh, format Braille ose audio, ju lutemi telefononi në: 01752 780987

## Arabic

رجاء إرسال إذا كنت تود هذه "إنفاقية السكن". بلغة أخرى، طبعة كبيرة، برايل أو صيغة سمعية،  
رجاء تلفن: 01752 780987

## Chinese

此檔案“租賃合約”備有多種語言及不同的型式版本，如字體方大、盲人點字或錄音聲帶等。如有需要請致電：01752 780987

## Farsi

برای دریافت "قرارداد مسکونی" به زبان دی‌گر، چاپ درشت، نوار صوتی و یا مخصوص برای نابینایان می‌توانید از ما با تلفن: 01752 780987 تقاضا نمائید.

## French

Veuillez demander si vous voulez "Contrat de Location" dans une autre langue, en gros caractères, en Braille ou en format audio. Téléphonnez au :01752 780987

## Hindi

अगर आप इस "भा डे दा री का करा र" दू सरे भा षा मे चा ह ते हो या उ से व डे अक्ष र , ब्रे ल या श्र वण के मा ध्य म से हा सि ल कर ना चा ह ते हो तो क प या 01752 780987 पर सं प र्क कि जी ए ।

## Kurdish

تکایه بیرسه ته گه ر تو حه زت هه یه له م گریه ستی به کرئ گرتنه به زمانیکی تر ، چاپی گه وره، شیوازی زبر یان شیوازی ده نگی، تکایه ته له فوون بکه بۆ: 01752 780987 .

## Portuguese

Por favor peça se desejar este documento: "Contrato de Aluguer", noutra língua, em impressão grande, Braille ou formato de audio, por favor telephone o seguinte número: 01752 780987.

## Russian

Пожалуйста уточните, вы бы хотели этот «Соглашение по аренде» на другом языке, заглавными буквами, в шрифте Брайля или аудио формате, сообщив по телефону: 01752 780987.

## Somali

Haddii aad u baahan tahay dokumintigan, "Heshiiska Ijaarka" isagoo ku qoran luqad kale, ama ku qoran farta dadka indhaha la', ama lagu duubay cajalo maqal ah, fadlan lasoo xiriir teleefonka: 01752 780987.

## Spanish

Por favor pida si quiere este documento, "Contrato de Alquiler" en otro idioma, con una letra mayor, en braille o formato audio, por favor llame al: 01752 780987.

## Thai

โปรดบอกถ้าคุณต้องการเอกสารอ้างอิงน"สัญญาเช่า"เป็นภาษาอื่น เป็นตัวพิมพ์ขนาดใหญ่ เป็นตัวนูนสำหรับคนตาบอด หรือ เทปสำหรับฟัง โปรดโทรศัพท์หมายเลข 01752 780987.

## Turkish

Eğer bunu; "Kira Kontratı" başka bir dilde, iri yazı, kabartma yazı yada kaset formunda istiyorsanız, şu telefon numarasını arayın: 01752 780987.

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### **Agreement**



## Definitions

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### **Agent**

Anyone acting for or on behalf of Plymouth City Council.

### **Animal**

Includes bird, insect, reptile, spider, fish.

### **Anti-Social Behaviour**

Anti-social behaviour is any act, or failure to do something, which causes or is likely to cause a nuisance or harassment or which interferes with the peace, comfort or convenience of other people living in the local area. The behaviour can range from relatively minor acts, e.g. litter, to the very serious in nature, e.g. racial harassment. This behaviour can lead to legal action being taken by the Council.

### **Acceptable Behaviour Contract**

An Acceptable Behaviour Contract (ABC) is a voluntary written agreement between a person who may have been involved in anti-social behaviour and one or more local agencies whose role it is to prevent such behaviour (e.g. police and housing). ABCs are most commonly used for young people but may also be used for adults.

### **Assignment**

An assignment is to give up the rights of your tenancy in favour of a member of your family, or by way of mutual exchange.

### **Curtilage**

The enclosed area of land adjacent to your home.

### **Demotion of Tenancy**

Demotion of a secure tenancy following a Court Order as a result of anti-social behaviour - similar to an Introductory Tenancy - with loss of rights including Right to Buy and Right to Exchange.

### **Exchange**

Exchanging your property for another by mutual consent, subject to approval by the Council, by way of assignment.

### **Fixtures and Fittings**

Such items include kitchen units, bathrooms and sanitary ware, plumbing systems, electrical circuits, sockets, switches, lamp holders, doors and locks, glazing.

### **Flat**

A self-contained unit of accommodation on one level - usually one of a number within a building.

### **Garden**

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences, and any identified piece of land belonging exclusively to the property.

### **Improvement**

Any alteration or addition to the property.

### **Introductory Tenancy**

An introductory tenancy currently lasts for 12 months period (subject to statute). If you break the tenancy conditions we can end the tenancy in court before you become a secure tenant.

### **Joint Tenants**

Joint tenants are both responsible for all the rent and charges. That means if one joint tenant leaves we can collect all the rent, charges and any arrears from the remaining tenant. Either joint tenant can give notice to end the tenancy. The other joint tenant would then have to leave unless we decided they could stay. We will not end a joint tenancy without trying to contact both tenants.

### **Landlord**

Us, Plymouth City Council.

### **Local area**

The whole of the estate where the property is located, including privately owned or housing association properties, and local business premises in the City of Plymouth.

### **Lodger**

A person who pays you money to let them live in the property with you.

### **Maisonette**

A flat with more than one floor.

### **Neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes, private landlord tenants, housing association tenants and local businesses.

### **Notices**

For example, advising Termination of Tenancy or applying for Right to Buy.

### **Partners**

Members of a couple in a relationship (including same sex relationships), who are cohabiting.

### **Property or Your home**

The property you live in, including any garden, but not including any shared areas.

### **Relative**

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children.

### **Rent**

Payment made by a tenant for occupation of and services to a property. The rent may also include or have additional charges that must be paid.

### **Secure tenant**

By law secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an Order for Possession.

### **Severally**

Any one or all of you are responsible for the rent and all the other charges.

### **Shared areas**

The parts of the building, which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

### **Sublet**

Giving another person the exclusive right to live in part of the property.

### **Tenant**

You, the person who signs the tenancy agreement.

### **Us, We, Our or the Council**

Plymouth City Council. “Officers”, “employees”, or “contractors” means everyone working on behalf of the Council.

### **Vehicle**

A car, bus, lorry, motorbike, bike, boat, caravan, trailer or similar.

### **Visitors**

Means people not living with you but who come to see you at your home.

### **Written permission**

A letter from us giving you permission to do certain things, which may also contain conditions.

### **You**

Everyone who signs the tenancy agreement. Joint tenants are equally responsible, either individually or together, to carry out the tenancy obligations.



## Terms of Tenancy

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### 1.0 Introduction

- 1.1 Your tenancy agreement is a legally binding contract between you and Plymouth City Council. It sets out the rights and responsibilities of both of us.
- 1.2 Some of your rights and responsibilities are set by law. For example, as a secure tenant, you may have the right to:
- pass on your tenancy when you die (succession)
  - exchange your home with another tenant
  - buy your home
  - repair your home if we fail to do so
  - improve your home
  - be consulted
  - take in lodgers
  - sub-let part of your home

If you have an Introductory Tenancy, you do not have certain rights including the right to exchange, buy, sub-let, take in lodgers, to improve your home, or to vote prior to transfer to a new landlord.

- 1.3 If you have an Introductory Tenancy, your Agreement will show when the tenancy will end. Your Introductory Tenancy is a trial period. You must show us that you are responsible enough to keep the property. To do this **you must**:
- not behave anti-socially, cause a nuisance or harass other people,
  - pay your rent on time
  - look after the property

Unless we take action to end your Introductory Tenancy, you will automatically become a secure tenant on the date written on the Agreement.

- 1.4 If you have an Introductory Tenancy, we can end the tenancy only if we get a court order. A Notice of Termination of Tenancy will need to be served before any legal action can begin. You can ask the Council to review their decision to end your tenancy, but if that fails, the Council will apply to the court to end your Introductory Tenancy - the court will grant the order providing the proper procedure has been followed.
- 1.5 If you are transferring from another Plymouth City Council property as a secure tenant or if you are transferring as an assured tenant of a registered social landlord, such as a housing association, your tenancy will be secure straight away; you will not have to be an Introductory Tenant.
- 1.6 If you have a Secure Tenancy, we can end the tenancy only if we get a court order (known as a Possession Order). The reasons we can get this type of order are set by law. A Notice Seeking Possession will need to be served before any legal action can begin to end your tenancy.
- 1.7 If you are a joint tenant, you have the same rights and obligations as the other joint tenant or (tenants). Your rights and responsibilities cannot be split or shared between you. If one of you breaks the tenancy agreement it affects all joint tenants. If one joint tenant gives notice to end the tenancy, it ends for all of you.

- 1.8 Your tenancy starts on the date set out in your tenancy agreement. It continues from week to week until you or we end it.
- 1.9 As long as you pay your rent and keep to your tenancy agreement and these conditions, we will not normally ask the court for a possession order, unless, for example, we need to move you to redevelop your home.
- 1.10 Your Council tenancy must be your only or main home. If you have or acquire another home, you may stop being a secure tenant and we can ask the court for a possession order so we can evict you.

## 2.0 Rent and Charges

- 2.1 You must pay the first week's rent when you sign your tenancy agreement.
- 2.2 You must pay the rent and all other charges for the property on time. Rent and any charges are added to your account each week.
- 2.3 If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges for the property when they are due.
- 2.4 We may change your rent at any time. We will tell you of any change in rent at least four weeks before the change.
- 2.5 If you receive Housing Benefit and any changes to your circumstances occur, you must contact Housing Benefit immediately as these changes may affect your entitlement.
- 2.6 If you do not pay your rent, we will take court action to recover possession of your property. We will charge you for the costs of taking you to court.
- 2.7 When your tenancy ends, you must pay us any rent, charges or costs, which you owe immediately. We may deduct any money you owe us from any money we owe you - this includes any housing benefit overpayment.
- 2.8 There are occasional 'free' weeks when no rent is due. If you owe rent (called arrears), or any other charges, or court costs, you must continue to pay in those weeks.

## 3.0 Nuisance and Anti-Social Behaviour

- 3.1 Anti-social behaviour is any act, or failure to do something, which causes, or is likely to cause nuisance, harassment, alarm or distress or which interferes with the peace, comfort or convenience of other people living in the local area. Nuisance includes behaviour that is harmful, offensive or annoying.
- 3.2 Nuisance and anti-social behaviour will not be tolerated by the Council and will be tackled robustly. If necessary, the Council will take legal action to deal with the problem and, where appropriate, it will apply to the Courts for an injunction, anti-social behaviour order or possession order. Working closely with the Police, the Council will also pursue a criminal prosecution in appropriate cases.
- 3.3 You are responsible for the behaviour of every person (including children) living in or visiting the property. You are responsible in the property, on surrounding land, in communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) and in the locality around the property.
- 3.4 You (or anyone living with you or anyone visiting the property) **must not:**
- (a) behave, or invite others to behave in a manner which other residents or the Council consider to be anti-social
  - (b) do anything that causes or is likely to cause nuisance, harassment, alarm or distress to anyone in the area

- (c) do anything that interferes with the peace, comfort or convenience of other people living in the local area
- (d) interfere with security or safety equipment in multi-storey flats or communal blocks of flats or maisonettes or sheltered housing schemes
- (e) inflict domestic violence or threaten violence against any other person (living with you or living elsewhere)
- (f) harass or use mental, emotional, racist or sexual abuse to make anyone who lives with you leave the property
- (g) harass, or threaten to harass anyone in the local area because of their race, colour, nationality, ethnic origin, sexuality, sex, religion, politics, age, medical condition or disability. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people
- (h) use the property or any communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) for any criminal, immoral or illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods
- (i) harass or threaten to harass, or use or threaten to use violence towards anyone in the local area, or to the

Council's elected members, staff, contractors and other agents

- 3.5 Any of the actions (d) - (i) above will be considered to be a serious breach of the tenancy agreement, and appropriate legal remedies (which may include eviction) will be sought by the Council. The Council will seek to recover the cost of taking legal action against you.**
- 3.6 To tackle nuisance and anti-social behaviour, the Council will demote tenancies and use acceptable behaviour contracts, anti-social behaviour orders and injunctions. Where appropriate, it will pursue criminal prosecution and eviction.
- 3.7 The Council will not tolerate domestic violence, racial harassment or hate crime. It will work proactively with the Police and the Courts to prosecute and evict perpetrators.
- 3.8 The Council will co-operate with the Police in seeking closure notices where the use, supply or production of any prohibited drug (as defined by Statute) occurs in a Council property.
- 3.9 Behaving in an abusive or threatening manner towards the Council's elected members, staff, contractors or agents is a serious breach of tenancy. For their protection, a register will be maintained, recording incidents of such behaviour. The register will also be used to record persons who have been responsible for anti-social behaviour or nuisance listed in 3(e) to (g) above.

### **3.10 If you are evicted because of anti-social behaviour, the Council may not have a duty to find you somewhere else to live.**

## **4.0 Repairs**

4.1 We must keep the structure and outside of your home in good repair, and maintain the installations in your home, which supply water, electricity, gas and drainage.

There are some types of repair that are your responsibility -

- Internal Decoration
- Glass replacement
- Lost keys
- Repairs to catches to internal doors and door furniture
- Replacing loose or broken WC seats
- Sink and bath plugs
- Pipe insulation
- Gas cookers, connections and other tenant appliances
- Gas leaks on tenants' appliances
- Electrical trips or rewiring fuses
- Electric cookers, connections and other tenant appliances
- Fuses to appliances, or replacing lamps or bulbs
- Smoke detector batteries
- Telephones and telephone connections
- Mould growth, unless caused by defect
- Damaged or missing tiles to hearth or surrounds

4.2 You must report immediately any repairs that need carrying out to your property, which we are responsible for, to the Housing Repairs Service.

- 4.3 You must use your home properly and responsibly and take all reasonable care to keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and not to block toilets and sinks.
- 4.4 You are also responsible for repairing, renewing or replacing any items, which are damaged by you, your friends and relatives, or any other person living in or visiting the property (including children). The costs of making good any damage will be charged to you.
- 4.5 You are responsible for decorating the inside of your property and keep the inside of the property reasonably decorated at all times.
- 4.6 You must not make any structural change, alteration, or attachment to the property (including the use of polystyrene and artex or similar products, or laying laminate or similar flooring) without our written permission. If we give our permission, we may set certain conditions. If you do not meet the conditions, we will withdraw our permission, and you will be required to reinstate the property at your own expense, or we will carry out the work and charge the costs to you. If we refuse permission, we will give you our reasons in writing.

***If the proposed work is electrical, the work will need to be undertaken by a NICEIC contractor, and you will need to supply us with a valid test certificate on completion. If the proposed work involves gas, the work will need to be undertaken by a CORGI registered contractor, and you will need to supply us with a valid commissioning sheet on completion.***

- 4.7 You must allow our staff, contractors and agents, to enter the property at reasonable times and, having given you a minimum of 24 hours notice, to inspect it or carry out repairs. They will carry identity cards.
- 4.8 We will make sure we remove our rubbish, building materials and equipment from your home within a reasonable time after carrying out repair work and will try to keep disruptions to a minimum.
- 4.9 You are responsible for repairing and maintaining all improvements, fixtures and fittings, you install at the property. These improvements will become our property when you move out.  
If you take them with you when you move, you must put the property back to the way it was before you improved it. If you don't, we may charge you for the work.
- 4.10 If you exchange your home with another council or housing association tenant, you will be responsible for the decoration the previous tenant left in your new home. You will also be responsible for maintaining and repairing any improvements or alterations the previous tenant made, unless we agree, in writing, to be responsible for them. Properties will be inspected prior to an exchange being agreed.
- 4.11 Under Section 96 of the Housing Act 1985 (the Right to Repair), if we do not carry out certain repairs within a set time, depending on certain conditions, we will pay you compensation.

4.12 When you end your tenancy, you may get compensation for any improvements you have made in accordance with the Right to Compensation.

## 5.0 Use of your home

- 5.1 You must use the property as your only or principal home. You must tell us immediately if you become the owner, leaseholder, or tenant of another property.
- 5.2 You have the right to take in lodgers under Section 93 of the Housing Act 1985, and sublet part of your home so long as this does not cause overcrowding, but you first need to obtain our permission in writing.
- 5.3 You must not assign (sign over) your home without our permission in writing.
- 5.4 You, your friends and relatives and any other person living in or visiting the property (including children) **must not**:
- (a) use the property other than as a private home, or run a business from your home without our written permission
  - (b) use your property for any illegal or immoral purposes
  - (c) let anyone you don't know into the shared communal areas
  - (d) place anything on a window ledge or balcony, which could be a danger to anyone living in the property or in the local area

- (e) throw anything through the windows of the property or off balconies
  - (f) store inflammable materials, including liquids, or gas in the property or in the garden
  - (g) leave used needles or syringes in areas where people in the local area may come into contact with them - you must dispose of these safely
  - (h) withhold information from the Police about any burglary or damage caused by a criminal act at the property without good reason, or delay telling your local housing office about any damage to the property
  - (i) place or leave any items in communal areas (e.g. hallways, landings, or stairwells)
  - (j) allow washing to be hung on balconies or be displayed on any external part of the building.
- 5.5 You and any other person (including children) living in the property must keep your home, garden (if provided), and communal areas clean and tidy, free from rubbish, vermin and pests. If you fail to do so we will undertake the work and charge you.
- 5.6 You are responsible for paying all connection charges for essential supplies (for example, gas, electricity and water) and for paying all charges relating to those supplies.

## 6.0 Access to your home

- 6.1 You must allow unrestricted access to the Council's staff, contractors or agents to enter the property at any time for the purpose of inspection, maintenance, and/or repair. A minimum of 24 hours' notice will normally be given, but in the case of emergency, no notice may be given and force may be used to enter premises.
- 6.2 You must allow unrestricted access to the Council's employees, contractors or agents to enter the property to carry out statutory inspection and servicing of the gas, electrical, and other installations as may be required, for which you will receive at least seven days' notice. If you fail to provide access to the Council to carry out such inspections and maintenance as are required by statute, legal action will be taken to enable access and you will be charged for any costs involved in that process. In the case of emergency, no notice may be given and force may be used to enter premises.
- 6.3 If there is a risk of damage to the property or to other properties, or of injury to people, we may need to enter the property without giving due notice.
- 6.4 We will charge you the cost of getting into your property if you try to prevent us from entering, or fail to let us in.
- 6.5 If you are vacating your home you must let us have access to your home to carry out an inspection before you leave, and to show prospective tenants the property at reasonable times.

## 7.0 Animals

- 7.1 You and any other person living in or visiting the property (including children) **must not**:
- (a) keep any animal which we feel is unsuitable at the property
  - (b) keep a cat or cats, or dog or dogs, in a flat or maisonette without exclusive use of a garden unless you have express written permission from the Council
  - (c) breed any animals at the property
  - (d) allow any animal you keep at the property to cause a nuisance to anyone in the locality, including our employees, contractors and agents.
  - (e) allow your pets to foul in the shared areas of the property or on roads or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically
  - (f) keep more than two cats and two dogs if you live in a house
  - (g) keep any animal or pet if you live in a multi-storey, lift access flat, or sheltered flats scheme other than small cage birds (maximum two) or small fish in an aquarium (maximum size 60cm length x 30cm width x 45cm depth)

7.2 If your animal causes a nuisance, we will ask you to remove it from the property. If you do not do this we will take legal action against you to have it removed.

### **8.0 Gardens**

8.1 You are responsible for maintaining your garden and keeping it tidy. This includes cutting the grass regularly, cutting and maintaining any hedges or trees so that they do not overgrow any paths or neighbouring land. If you fail to keep your garden tidy we will request in writing that you do so. If you continue not to maintain the garden we will undertake the work and charge you, and recover from you the costs of any necessary legal action.

8.2 You must keep your garden and surrounding area free from any rubbish, furniture or domestic or commercial appliances. We will remove any such items and charge you for doing this. You will be given 24 hours notice that we will be removing the items.

8.3 You must not, without getting our written permission:

(a) put a conservatory, greenhouse, garage, shed, patio, decking, aviary, pigeon loft, fishpond, pool or similar structure in your garden

(b) remove, replace or plant any hedge, fence or tree at the property; this includes pruning of existing trees, which may also be the subject of a tree preservation order.

## 9.0 Vehicles / Parking

9.1 You and any other person living in or visiting the property (including children) **must not:**

- (a) park any vehicle anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover
- (b) build a parking space, garage, hard standing or driveway without our written permission
- (c) park any motor home, caravan, boat or business vehicle at the property
- (d) park any vehicle, trailer, boat or caravan on Council land or grass features without express written permission; items will be removed and disposed of and the owner will be charged for removal and disposal costs that are consequently incurred
- (e) receive payment for repairing any vehicle at, or within the curtilage of the property
- (f) allow any spillage of oil or hazardous fluids from vehicles parked on the highway or on any land belonging to the Council
- (g) park any vehicle that is illegal, untaxed, or is not roadworthy on any land belonging to the Council including on a hard standing in your garden. If you do, we will give you seven days notice to remove it. After this time we will remove the vehicle and charge you

the costs incurred. If the vehicle is considered to be in a dangerous position or condition, we will remove it without notice. We will not be responsible for damage to your vehicle if we have to remove it

- (h) keep motorised vehicles inside the dwelling or in the shared communal areas
- (i) sell, rent or give away a parking space or garage that we provide for you
- (j) double park vehicles or park in a way that causes an obstruction to other road users, including the emergency services vehicles
- (k) allow anyone, other than your family, visitors and friends to park within the boundary of the property
- (l) carry out vehicle repairs, other than reasonable maintenance, within the curtilage of the property or in Council housing car parks
- (m) keep or park any mobility scooter or similar vehicle on Council housing land or grass features without express written permission

## 10.0 Ending your tenancy

- 10.1 You can end your tenancy at any time but you must give four weeks' clear notice in writing to your local housing office. The Notice must end on a Monday.
- 10.2 You must allow access to your home to enable an inspection of the property to be carried out before you leave.
- 10.3 When you move out of your property, **you must:**
- (a) pay all the rent and other charges up to the date of the end of your tenancy. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt
  - (b) remove all your furniture and personal belongings from the property; we will dispose of any items you leave behind and will charge you for this
  - (c) return all the keys for the property, including communal door keys/fobs, to the Housing Office, on the day you leave. If you do not give us all the keys to the property, we will charge you the cost of replacing the keys and locks of the property. Gas and electric meter cards and keys should also be handed in with the keys to the property
  - (d) advise us of your new address
  - (e) remove all rubbish from inside and outside the property, including storage areas and gardens

- (f) make sure that any lodger or sub-tenant leaves the property at the same time as you. You cannot transfer your tenancy to someone else. If you do leave anyone in the property we will evict them.

10.4 You must ensure that any damaged or missing fixtures and fittings are replaced and that the property is reasonably decorated before you leave. Any works deemed necessary above 'fair wear and tear' will be charged to you.

### **11.0 Matters that require written permission**

11.1 **You must** obtain written permission to:

- (a) make structural changes or alterations to the property or build a parking space, garage, hard standing, driveway, conservatory or similar structure
- (b) install gas appliances and additional electrical circuitry (e.g. shower or cooker, extra sockets) - certification will be also be required by law
- (c) run a business from your home
- (d) remove, replace or plant any hedge, fence or tree at the property
- (e) build a shed, greenhouse, patio, decking, aviary, pigeon loft, install a fishpond, pool or similar structure in your garden

- (f) keep a cat or cats, or dog or dogs, in a flat or maisonette without exclusive use of a garden
- (g) fit a CB or amateur radio aerial, or satellite dish to the property or within its curtilage
- (h) sublet any part of the property
- (i) exchange or assign your home
- (j) vacate the property for more than three months; you must notify us if you intend to be away from the property for more than four weeks
- (k) keep or park any mobility scooter or similar vehicle on Council land or grass features without express written permission

## **12.0 Consultation**

12.1 We will consult with you about important changes in the management of your home. When we have finished a consultation exercise, we will make the results available.

## **13.0 Access to information**

13.1 We will let you see the information we keep on file about you, members of your household or your home if you ask to see it. Your access to this information will be subject to current regulations. Information will be made available at reasonable times. Charges will apply for copies of any documents.

## 14.0 Notices

- 14.1 We will deliver all letters and notices to you by hand, or send them by post to your last known address which will be considered to be the property to which this agreement refers unless you tell us your forwarding address.
- 14.2 We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand. Any notice required to be served by virtue of common law or statute shall be considered to be validly served upon you if delivered to your last known address.
- 14.3 You must send any notices to either your local housing office, or to;

The Director of Housing Services  
Plymouth City Council  
Civic Centre  
Plymouth  
PL1 2EW



City of  
*Plymouth*

*Department for Housing Services*