

SECTION ONE - About Your Tenancy Agreement

Notices

- 1.1 Any official notices required to be served under the terms of this agreement (e.g. “Notice of rent increase”) shall be deemed to have been sufficiently served if delivered by hand or sent by ordinary post and addressed to the tenant or to the council and clearly marked ‘For The Attention of The Housing Department’, or if similarly marked and left at the last known address of either party.

Terms

- 1.2 In all cases the term “Council”, “we” or “us” refers to Gravesham Borough Council.

In all cases the term “tenant” or “you” refers to the people named at the beginning of this agreement or those who have succeeded to, or had this tenancy assigned to them.

In the case of joint tenancies the term “tenant” or “you” refers to all tenants, either together or as individuals.

In all cases the term “property” or “home” refers to the address named on the first page of this agreement.

The agreement

- 1.3 This agreement is set out in 5 sections:
- 1.Information about this agreement
 - 2.Tenant Responsibilities
 - 3.The Council’s Responsibilities
 - 4.Tenant’s Rights

5. Additional conditions (if relevant)

Each section is sub-divided into topics to make it easier for you to find information on the conditions of your tenancy agreement.

Types of tenancy

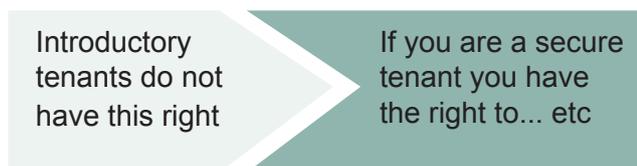
- 1.4 This agreement makes you a tenant of Gravesham Borough Council. There are two types of tenancy, an introductory tenancy and a secure tenancy. Please read all the information on both types of tenancy.

About your introductory tenancy

- 1.5 An introductory tenancy is a one year “trial” tenancy. You must show us that you are responsible enough to keep your council home. To do this you must:
- not cause a nuisance, behave anti-socially or harass other people
 - pay your rent on time
 - look after your home
 - inform the Council of any change of circumstances

- 1.6 This agreement sets out the conditions of your tenancy. If you break any of the terms in this agreement we can obtain a court order to evict you – as an introductory tenant we can evict you more easily than a secure tenant.

- 1.7 The agreement is more or less the same for introductory tenants and secure tenants. However, if you are an introductory tenant you have fewer rights and some additional conditions to comply with. The rights you don't have are clearly marked like this:



- 1.8 Your extra conditions are marked like this:



- 1.9 As an introductory tenant the Council can take possession of your home for three reasons:

1. **Your own action or the action of someone living with you (including children) or visiting you** - if you (or someone living with you or visiting you) breaches any of the terms in this agreement.
2. **False information** – if you gave false information in your housing application.
3. **Some circumstances mean the Council must move you out** – this may be temporarily or permanently. These circumstances are **described in this agreement in section 3.11. In any of these circumstances we will offer you an alternative home.**

Becoming a secure tenant

- 1.10 If you show us that you can act responsibly you will automatically become a secure tenant on the date written at the beginning of this agreement.
- 1.11 When you become a secure tenant you will automatically get the full rights of a secure tenant.

About your secure tenancy

- 1.12 As a secure tenant you have the right to stay in your home for as long as you want, provided

that you behave responsibly and keep to the terms and conditions of this tenancy agreement and provided that you did not give false information when applying for housing.

- 1.13 The Council can only end your tenancy by obtaining a "Possession Order" from the County Court.
- 1.14 The Court will listen to our reasons and you will have a chance to put your side of the case. The judge would then decide if we can evict you. The Grounds on which the Court may give possession are specified in the Housing Act 1985 (as amended) and are listed in your Tenants Handbook for guidance.
- 1.15 In order to prevent fraud, the Council may undertake tenancy audits. If you are asked to provide personal information as part of the audit, the Council will seek your consent at that time.

SECTION TWO - Tenants Responsibilities

Section 2.1: Tenant Responsibilities – Paying Your Rent

Ensuring your rent is paid on time

- 2.1.1 **You must** pay your rent and **you must** pay it on time. Your rent is due every week and you must pay every Monday in advance. Rent is due from the date at the beginning of this agreement.
- 2.1.2 If you do not pay your rent, or you pay it persistently late, the Council will apply to the Court for a Possession Order (see sections 1.12, 1.13 and 1.14). You may also be liable for Court costs and the Council's administration costs. If you have difficulty paying your rent contact us immediately.
- 2.1.3 If you are the tenant of a property, whether jointly or otherwise, **you are responsible** for paying your rent and for any arrears. The Council can recover all the rent and arrears owed on your home from **any** tenant of the property.
- 2.1.4 This means that if you leave your property you are still liable for paying the rent and for any arrears until your tenancy comes to an end. After that you remain liable for any arrears that have arisen during your tenancy.
- 2.1.5 If the payment of rent is not made by the due date, you may be required to pay the Council's reasonable administrative costs in pursuing you in respect of the late payment.

Section 2.2: Tenant Responsibilities - Looking After Your Home

Repairing and maintaining your home

- 2.2.1 **You must** keep the interior of your property in as good, clean and tidy condition as it was when

it was let to you and you must use the fixtures and fittings responsibly and for the purpose they were intended.

- 2.2.2 **You are responsible** for carrying out small repairs to your home such as unblocking sinks, replacing door handles, (for more details of your repairing responsibilities see the Tenants Handbook for guidance).
- 2.2.3 **You are responsible** for arranging clearance of any vermin or pest infestations within the property (unless they are present due to a breach of tenancy by the Council).
- 2.2.4 **You are responsible** for repairing and maintaining your own appliances and equipment (such as your washing machine, cooker, fridge etc).
- 2.2.5 **You are responsible** for insuring the contents of your home and your personal possessions against all risks.
- 2.2.6 **You are responsible** for decorating the inside of your home as frequently as is necessary to keep it in good decorative order.
- 2.2.7 **You are responsible** for ensuring that at the end of the tenancy, the property is returned to the Council in as good a state of repair and decoration as it was when let to you (fair wear and tear excepted).
- 2.2.8 **You must not** cause or allow any person living with you or visiting you to cause damage to the property or any other property belonging to the Council, including any fixtures or fittings or to any communal areas. If you or any member of your household or visitors do cause any damage you must promptly repair and make good such damage (fair wear and tear excepted) and you agree to pay any costs incurred by the Council carrying out such works in default.
- 2.2.9 **You must** report any repairs, faults and/or damage immediately to the Council.

Carrying out alterations and home improvements

2.2.10

Introductory tenants only

If you are an introductory tenant you must not carry out any alterations or improvements to your home or property (except internal painting and decorating)

2.2.11 With the exception of internal painting and decorating, **you must not** make any improvements or alterations to the property without first obtaining the Council's agreement in writing. These restrictions on making improvements /alterations include (but are not limited to):

- Installing laminate and wooden flooring
- putting up any structure in the garden of the property
- cutting down any tree or removing any hedge or boundary or making a vehicular access from the highway into the property
- putting up any radio, television aerial or satellite dish on the outside of the building
- putting up any other external decorations to the property
- making any alterations to the Council's installations, fixtures and fittings
- installing or fixing any CCTV equipment to the walls or doors
- installing any bars or other metalwork or reinforcements to the doorways or windows
- installing extra electrical circuits
- carrying out any loft conversion work
- installing or changing any doors, windows or external gates. The Council will insist on the removal of any front, back or internal doors that do not comply with current fire regulations
- knocking down any walls

2.2.12 If we give you permission to make an alteration or improvement, **you must** also obtain any necessary approvals (such as planning permission or building regulations consent) before you start and all works must be carried out by competent workmen to a reasonable standard.

2.2.13 If you do not obtain our written agreement, the Council may instruct you to return the property to how it was before. Alternatively we may do the work and charge you for it or seek possession for your breach of tenancy.

2.2.14 **You are responsible** for repairing and maintaining any improvements you have made yourself. If you do not maintain your improvements (including sheds and outbuildings) and they become a risk to health and/or safety or are detrimental to the maintenance of the Council's property we will require you to remove the improvement and return the property to its original state. If you do not do this we will do the work and charge you for it or may seek possession for your breach of tenancy.

2.2.15 If you ask us to leave in place any shed or other non-fixed structure left by the previous tenant and if your request is granted, the responsibility for repairing and maintaining them will be yours. If you allow them to fall into disrepair and they become a risk to health and/or safety or detrimental to the maintenance of the structure of the building, we will instruct you to remove them and return the property to a good standard. If you do not we will do the work and charge you for it or we may seek possession for your breach of tenancy.

Allowing access to Council Officers and contractors

2.2.16 **You must** give the Council's employees, contractors, partners, agents or authorised persons access at reasonable times and after reasonable notice (except in an emergency) to inspect the condition of the property (including fixtures and fittings), to the building, estate or to carry out repairs or improvements to the property or adjoining property. This includes giving the Council access before the tenancy converts from an introductory tenancy to a secure tenancy and before the tenancy ends for whatever reason.

2.2.17 The Council will usually give at least 24 hours' written notice, but immediate access may be required in an emergency. If you refuse and it becomes necessary for us to obtain a Court order to gain access you may be charged for our court costs.

2.2.18 We have the right to make forcible entry to your home without notice if there is a risk of personal injury, damage to your property or an adjoining property or any other emergency or risk to safety.

2.2.19 We have the right of access to your home to carry out the annual gas safety check provided we give you reasonable notice. If you refuse us entry, we may make forcible entry provided we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for the costs of any damage reasonably caused and this will be recovered from you by way of a charge to you.

Keeping your garden tidy

2.2.20 If your property has a garden **you must** make sure your garden is tidy and not a detriment to your neighbours or in such a state that it attracts vermin. Lawns must be cut and hedges trimmed. **You must not** allow trees or other vegetation to overhang public areas or the gardens of neighbouring properties. If you do not maintain your garden – and there is no good reason why you cannot do so – the Council may clear it and charge you for the work.

2.2.21 **You must not** leave or store rubbish or waste in your garden unless it is in a proper waste bin/ receptacle.

2.2.22 Dog and other animal faeces **must be** removed from your garden as soon as practicable.

Section 2.3 Tenants Responsibilities – Being A Good Neighbour

2.3.1 Everyone has a right to enjoy life in their own way providing they do not upset people living near them. This section deals with behaviour and actions likely to cause nuisance and upset to others.

Avoiding nuisance, unacceptable behaviour and domestic violence

2.3.2 **You must** show consideration to your neighbours and others in the locality of your home and you must not unreasonably interfere with your neighbours' enjoyment of their property.

2.3.3 **You are responsible for** the behaviour of every person (including children) living in or visiting your home. This responsibility applies to behaviour inside your home, in communal areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas etc) and in the locality around your home.

2.3.4 **You** (or anyone living with you or visiting your home) **must not** cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include, but are not limited to:

- any unreasonable noise such as playing loud music, shouting or screaming, revving car or motorcycle engines, banging on party walls, floors or ceilings, door slamming, installing laminate flooring in flats, throwing furniture or other items about causing noise, dogs barking
- verbal or physical abuse
- Intimidation or threatening behaviour
- arguing, fighting, swearing and using offensive language, drunken behaviour
- allowing your animals to foul communal areas
- selling or using drugs or committing other criminal activity
- criminal damage to Council or neighbours property including graffiti
- dumping or hoarding rubbish either on communal land (including bin areas) or in your own garden including items of household furniture or appliances or car parts

- Keeping your garden in an untidy state so that it is unkempt or attracts vermin
- driving dangerously, carrying out extensive car repairs
- having bonfires or causing smoke that interferes with neighbours enjoyment of their homes

2.3.5 **You must not** discriminate against anyone because of their race, colour, religion or belief, race or nationality, sex, age, mental or physical disability or sexual orientation or for any other reason.

2.3.6 **You** (or anyone living with you or visiting your home) **must not** harass, assault, intimidate or abuse any neighbour, local resident, visitor to the area, employee, agent or contractor of the Council or any other person. To do so is a serious breach of these tenancy conditions. For example, you must not at any time:

- Abuse anyone (verbally or physically)
- Threaten, harass, intimidate or use violence against anyone
- Use abusive or insulting words
- Write threatening, abusive or insulting graffiti
- Damage or threaten damage to another person's home or possessions

2.3.7 **You** (or anyone living with you or visiting your home) **must not** inflict domestic violence or threaten violence against any other person (living with you or elsewhere). **You** (or anyone living with you or visiting your home) **must not** harass or use physical, mental, emotional or sexual abuse to make anyone who lives with you leave your home.

2.3.8 **You** (or anyone living with you or visiting your home) **must not** damage, deface or put graffiti on Council property. You will have to pay for repair or replacement.

2.3.9 **You** (or anyone living with you or visiting your home) **must not** make false or malicious complaints about the behaviour of any other person.

2.3.10 **You** (or anyone living with you or visiting your home) **must not** use your home or any communal area for any illegal or immoral activity. **You** (or anyone living with you or visitors you have) **must not** commit an arrestable offence in the locality of your home.

2.3.11 If the Council believes it appropriate, you may be required to attend mediation to help resolve a neighbour dispute. **You must not** unreasonably refuse to attend such mediation.

2.3.12 If you or a person living in or visiting your home engages in any unacceptable behaviour the Council may apply to the Court for an order for possession or an injunction or other remedy. You may be required to pay the Council's reasonable administrative costs for pursuing you in respect of the unacceptable behaviour.

Pets and animals

2.3.13 **You must not** keep or allow into the property or communal areas or land any:

- Farm animals or livestock (e.g. cattle, horses, sheep, pigs, goats)
- Dogs as described under section 1 of the Dangerous Dogs Act 1991
- Animals as described in the Dangerous Wild Animals Act 1976
- Other animals which the Council considers unsuitable - details of which can be found in the current Tenants Handbook. If you wish to keep any animal that would be considered unusual and you are not sure whether it would be considered unsuitable you should first seek the Council's written permission.

2.3.14 Unless you live in a flat or sheltered scheme you are permitted to keep pets but they are your responsibility and **you must not** allow any animal to cause inconvenience, nuisance or annoyance to anyone in the locality of the property. **You must** apply for permission to keep a dog in your home and you will be obliged to complete a Responsible Dog Owner agreement. If your animals do cause a problem, the Council will withdraw permission for you to keep the animal and you will be required to remove the animal.

2.3.15 If you live in a flat or Sheltered Housing accommodation, **you must not** allow a dog or cat to be kept in your home unless you have prior written permission from the Council.

2.3.16 **You must not** allow any animal to foul inside your property (except in proper litter trays) and communal areas. **You must** clear up any mess left. If you do not, we will charge you for the cost of cleaning and any other expenses that are needed to remove the nuisance and we may withdraw our permission for you to keep the animal. It is an offence to allow your dog to foul in a public place – you may also be prosecuted.

Maintaining a healthy and safe environment

2.3.17 **You**, anyone living with you or visiting your home **must not** interfere with security and safety equipment in communal blocks. Examples include but are not limited to:

- security doors **must not** be jammed open
- strangers **must not** be let in without suitable identification
- fire alarms, fire extinguishers and smoke detectors **must not** be damaged or interfered with

2.3.18 **You must** co-operate with the council and your neighbours to keep any communal areas clean, tidy and free of obstruction and to comply with any directions or orders relating to fire safety.

2.3.19 **You must not** obstruct staircases, fire exits, bin stores, garages, main entrances, balconies or other communal areas.

2.3.20 **You must** make sure that your rubbish is removed promptly from your property (including gardens and garages) and disposed of properly.

2.3.21 **You must not** deposit rubbish or unwanted articles in communal areas or estates.

Vehicles and parking

2.3.22 **You must not** keep mopeds or motorcycles inside your home or in communal areas of

blocks of flats (such as entrance halls, stairs, landings, sheds etc). You must not leave mobility scooters in any communal areas or otherwise in such a way that they pose a fire safety risk.

2.3.23 **You** or anyone living with you or visiting your home **must not** park any vehicle anywhere on your property except on “hardstanding” (a driveway or paved area intended for parking).

2.3.24 Caravans, motor homes or trailers **must not** be parked anywhere around your home or in any communal parking areas without the Council’s agreement in writing.

2.3.25 Commercial vehicles **must not** be parked anywhere around your home or in any communal parking areas without the Council’s agreement in writing.

2.3.26 **You** or anyone living with you or visiting your home **must not** park anywhere that obstructs:

- disabled parking bays (unless you have and display a valid Blue Badge Scheme disabled badge) or
- shared driveways or
- emergency services or
- other road users

2.3.27 If your property has a designated residents parking space, only you and your legitimate visitors can park there. **You must not** give or sell the parking space to anyone else.

2.3.28 **You must not** repair any vehicle in gardens, garage areas, parking bays or on estate roads, courtyards or verges so as to cause a nuisance to others.

2.3.29 **You must not** park any illegal or untaxed or unroadworthy vehicles on the land around your home or on the road or any designated parking area. Any such vehicles may be removed and you may be recharged for the cost of removal.

2.3.30 **You must not** abandon vehicles on Council land. Abandoned vehicles may be removed and you may be recharged for the cost of removal.

Running a business

- 2.3.31 **You must not** carry out any business or trade from the property or garage without first obtaining written permission from the Council's Planning Department and the Housing Department.
- 2.3.32 **You must not** carry out any trade or business from communal areas.
- 2.3.33 **You must not** put up any sign or advertisement in communal areas to promote business activities.

Section 2.4: Tenant Responsibilities – Using Your Home

Living in your home

- 2.4.1 **You must** use your Council property as your only or principal home. If you do not we will take action to end your tenancy.
- 2.4.2 **You must** inform the Council in writing if you are going to be away from the property for more than a month so we know you have not abandoned your home. If you do not tell us we will take action to end your tenancy.
- 2.4.3 **You cannot assign** (pass on) your tenancy to anyone else unless you fall into one of the following categories:
- You are a secure tenant mutually exchanging your property
 - The Court orders the tenancy to be transferred as part of family/matrimonial proceedings
 - The person you want to assign your tenancy to would be someone who could succeed to your tenancy if you had died
- 2.4.4 If you want to assign your tenancy **you must** ask us for permission in writing. If you assign your tenancy without our agreement you will be in breach of your tenancy agreement and the Council may take court action to terminate the tenancy.

Lodgers and sub-tenants

- 2.4.5 **Introductory tenants do not have this right** You may take in a lodger to live as part of your household as long as this does not cause overcrowding.
- 2.4.6 **Introductory tenants only** If you are an introductory tenant and you want someone who wasn't part of your household when you moved in to stay (temporarily or permanently) you must obtain our written permission first. This includes children, relatives, friends and guests. We will not refuse unless there is a good reason (such as the person being likely to cause a nuisance).
- 2.4.7 **Introductory tenants do not have this right** If you are a secure tenant and you wish to exercise your right to sub-let part of your home you must obtain the Council's agreement in writing first. We cannot refuse permission unless there is a good reason. If we refuse we will explain why.
- 2.4.8 **You must not** sub-let the whole of your home at any time.
- 2.4.9 **You must not** have more persons living with you than the maximum number allowed as shown at the beginning of this agreement. If you allow the property to become overcrowded you will be in breach of this agreement and the Council may seek possession.

Exchanging your home

2.4.10 Introductory tenants do not have this right

If you are a secure tenant and you wish to exercise your right to exchange your home with another tenant you must first obtain the Council's permission in writing. See clause 4.14

If you exchange without obtaining written permission we may take legal action to evict you. You will not be able to return to your original home and you will not be offered alternative housing.

2.4.16 **You must** leave your property, the fixtures and any furnishings we have provided in good condition when you go.

2.4.17 Fixtures and fittings installed by you may be removed, but the site must be reinstated to its original condition. If you do not reinstate any damage caused to the property, fixtures or fittings you will be charged for repair or replacement. You will not have to pay for normal wear and tear.

2.4.18 **You must** allow the Council access to inspect the property before you leave.

2.4.19 **You must not** leave anybody else living in your home when you move out. If you do the Council will take court action to gain possession and you may be charged for our administration and Court costs.

2.4.20 **You must not** leave any of your belongings behind when you leave. If you do the Council will assume they are abandoned and will dispose of them and you may be charged for this.

Safety in your home

2.4.11 **You must not** tamper with gas or electricity supplies, or with the meters.

2.4.12 **You** or anyone living with you **must not** keep or use bottled gas, paraffin, petrol or other dangerous materials in your home or in communal areas. If you want to use a portable gas heater you must first obtain the Council's permission in writing.

Ending your tenancy

2.4.13 You must tell the Council's Housing Services, in writing, at least four weeks before you want to end your tenancy. This notice must be signed and dated. This four week written notice must end on a Monday and you must return your keys to the Council on the day you leave. If you do not return your keys on time we will change the locks and charge you for this, along with any lost rental income.

2.4.14 If you are joint tenants, any one of you can end the tenancy by giving four weeks written notice.

2.4.15 Once you have given your four week written notice of termination you cannot withdraw it without our written agreement.

SECTION THREE - The Council's Responsibilities

Setting your rent

- 3.1 The Council is responsible for setting your rent. The amount of rent you pay depends on the size, type and location of your home.
- 3.2 We can increase or decrease your rent at any time. We must tell you in writing at least 28 days before any rent change.
- 3.3 We can introduce new services which you will have to pay for. These will be charged as additional rent (which forms part of the total rent charged). We must tell you in writing at least 28 days before we do this.

Maintaining your home

- 3.4 We are responsible under Section 11 of the Landlord & Tenant Act 1985 for repairing:
- The structure and exterior of the property (including drains, gutters and external pipes)
 - Any communal areas around your home

We are also responsible for repairing and keeping in proper working order:

- Installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but **NOT** other fixtures, fittings and appliances for making use of the supply of water gas or electricity)
 - Installations in the property for space heating and heating water
- 3.5 However we are **NOT** responsible for carrying out any work or repair that is needed because you (or anyone living with you or visiting you) have failed to take proper care of the property.
- 3.6 We are also **NOT** required to rebuild or reinstate the property if it is destroyed or damaged by fire, flood or other inevitable accident.

- 3.7 We are **NOT** responsible for repairing or maintaining anything which you are entitled to remove from the property.
- 3.8 We have a legal responsibility to carry out an annual gas safety check of the flue and gas appliances in your home (other than gas appliances that you are entitled to remove from the property). **You are responsible** for the safety and maintenance of gas appliances that you install. See the Tenants Handbook for guidance about maintaining your own appliances.

Involving you in decision making

- 3.9 We must ask your views about any of the Council's housing plans if they substantially affect you – for example we will consult you about modernisation or improvement work that is planned for your home or your area. We will involve you or your resident's group in local housing issues.
- 3.10 We must consult you before making any changes to the conditions of this agreement (except for rent) and must notify you in advance of actually making any changes.

Some circumstances for taking possession of your home

- 3.11 Unless you breach the conditions of this tenancy agreement you have the right to live in your council home for as long as you want – except in some circumstances when the council has the legal right to take possession of your home. These circumstances include:
- If the property needs to be empty temporarily for major repairs; improvements or permanently because it has to be demolished
 - If the property has been specially adapted to meet the needs of an older or disabled

person who no longer lives there – we will only take possession if the special adaptations are needed by another older or disabled person who has nowhere else suitable to live

- If a relative who had been living with you for the previous 12 months succeeds to the tenancy and the property is larger than they need (please note: if your husband/wife or Civil Partner is the successor we will not move them)

3.12 If we need to take possession of your home in any of the circumstances listed in 3.11 we must offer a suitable alternative home.

3.13 In the case of repairs or improvements, if you move to temporary alternative accommodation we have the right to take possession of this temporary accommodation when the work on the original property is finished.

3.14 Depending on the circumstances you may get compensation, help with removal costs or both.

SECTION Four - Tenant's Rights

Repairs & improvements

4.1 You have the right to have repairs done on time. In some cases you have a legal "Right to Repair" and you may be entitled to compensation if certain repairs are not done on time. See the Tenants Handbook for guidance.

4.2 **Introductory tenants do not have this right**

If you are a secure tenant you have the right to carry out improvements to your home. However, you must get the council's agreement in writing first - see sections 2.2.11 to 2.2.15 of this agreement.

4.3 You may have the right to compensation for certain types of improvement you have carried out when you leave your home (see your Tenants Handbook for guidance).

Living in your home

4.4 Except in special circumstances* you have the right to stay in your home for as long as you want, provided that you do not break any of the terms of this tenancy agreement.

****for some circumstances see clause 3.11 of this agreement***

4.5 **Introductory tenants do not have this right**

If you are a secure tenant you have the right to take in a lodger (someone who comes to live with you as a member of your household) provided you do not overcrowd your home.

4.6 **Introductory tenants do not have this right**

If you are a secure tenant you have the right to sub-let part of your home, but you must obtain the Council's agreement in writing first. We cannot withhold permission without good reason. If we refuse we must tell you why. If you receive benefits for housing you must tell the Council's Housing Benefit Section.

You must not sub-let the whole of your home.

4.7 **Introductory tenants do not have this right**

If you are a secure tenant you have the right to buy your home. If your tenancy started after 18 January 2005 you must have been a social housing tenant or lived in armed forces accommodation for a total of five years or more.

If your tenancy started before this date the qualifying period is two years. The qualifying period does not need to have been continuous.

Your Introductory Tenancy counts towards the qualifying period.

Succession

4.8 For joint tenants, there is the Right of Survivorship. This means that when a tenant dies the joint tenancy passes to the remaining joint tenant(s). When the last joint tenant is in occupation it becomes a sole tenancy and that tenant is a successor tenant. This counts as a succession, so there is no further right to pass the tenancy on. See the Tenants Handbook for guidance on what happens if someone is left in occupation in this situation.

- 4.9 You have the right for a member of your family to take over your tenancy on your death. The law says that if you die, the tenancy of your home will pass to your husband/wife or Civil Partner or it could pass to a member of your family (e.g parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, or niece) if they have been living with you for the previous 12 months and are doing so as their principal home when you die. This is called "Succession".
- 4.10 If your tenancy passes to a relative other than your husband or wife and the property is bigger than they need we have the legal right to try to take possession of the home and offer them a suitable alternative (this is one of the special circumstances mentioned in 3.11). We will not move your husband/wife or Civil Partner.
- 4.11 Succession can only happen once. If you have already succeeded to the tenancy you will not be able to pass it on.
- 4.12 If you die while you are an introductory tenant, the person who takes your tenancy will also be an introductory tenant. They will become a secure tenant on the date shown at the beginning of this tenancy agreement.
- 4.13 If you die when you are a secure tenant and succession applies, the person who takes over will become a secure tenant immediately.

Moving home

4.14

Introductory tenants do not have this right

If you are a secure tenant you have the right to swap your home (called an "exchange") with another tenant of the

Council or another social housing landlord but you must obtain the Council's agreement in writing first. We cannot refuse permission except in certain circumstances specified under the Housing Act 1985, as amended. A full list of reasons is set out in the Tenants Handbook for your guidance, but they include if:

- Either of the homes would be overcrowded following the swap

- The Council or other landlord is taking legal action to obtain possession of the home of any of the tenants involved
- The exchange would mean that a home adapted for an older or disabled person would have no-one living there who needed the adaptation
- Either of the homes would be substantially too large for the tenants moving in

Access to your files

- 4.15 You have the right to see the information the Council holds about you and your tenancy, rent payments and application for alternative housing. You cannot see information by a third party (someone other than yourself or the Council) or information about other people. If you want to see your file please ask your housing officer. We must let you know within 40 days what information we hold and let you have a copy. We can charge a fee for checking our records.
- 4.16 You have the right to ask for information to be amended if you think it is wrong.

Participating in decision making

- 4.17 You have the right to receive information about the Council's Housing Services. This includes information on:
- The Council's housing policies and strategies
 - Rent setting and how the money is spent
 - Improvement and renovation programmes
 - Performance targets and action when targets aren't met
 - Our arrangements for consulting with and involving tenants

4.18 Tenants have the right to be consulted on a broad range of issues and in particular about important issues such as major building works and changes to the way rent is collected. See the Tenants Handbook for guidance. We will seek tenants' views in various ways, for example:

- Residents' Associations
- Focus groups
- Random sample surveys

4.19 You have the right to be involved in decisions about your home and neighbourhood. We provide opportunities for you to be involved in decision making processes, you can choose how much you wish to be involved. See the Tenants Handbook for guidance.

SECTION FIVE - Additional Conditions

Additional conditions

- 5.1 In special circumstances we may add additional terms and conditions to this tenancy agreement.

- 5.2 These extra clauses will be specified in a supplementary agreement signed by you and the Council's representative and will be attached to this agreement.

**Need this information in a different language or format?
Contact Customer Services on telephone 01474 33 70 00
fax 01474 33 76 80, minicom 01474 33 76 17 or
email customer.services@gravesham.gov.uk**

Bengali

আপনার কি এই তথ্য বিভিন্ন ভাষাতে অথবা ফরমেটে দরকার?
কাস্টমার সার্ভিসের সঙ্গে সম্পর্ক করুন : ফোন 01474 33 70 00, ফ্যাক্স : 01474 33 76 80
মিনিকম : 01474 33 76 17 অথবা ইমেল : customer.services@gravesham.gov.uk

Urdu

کیا آپ کو یہ معلومات مختلف زبانوں یا فارمیٹوں میں چاہیے؟
ماہرہ نام کریں: ٹیلی فون 01474 33 70 00- فیکس 01474 33 76 80
مینی کوم 01474 33 76 17 یا ای میل customer.services@gravesham.gov.uk

Punjabi

ਕੀ ਤੁਹਾਨੂੰ ਇਹ ਜਾਣਕਾਰੀ ਹੋਰ ਭਾਸ਼ਾ ਜਾਂ ਫਾਰਮੈਟ ਵਿੱਚ ਚਾਹੀਦੀ ਹੈ?
ਕਸਟਮਰ ਸਰਵਿਸ ਨਾਲ ਸੰਪਰਕ ਕਰੋ : ਫੋਨ 01474 33 70 00, ਫੈਕਸ 01474 33 76 80,
ਮਿਨੀਕੌਮ 01474 33 76 17 ਜਾਂ ਈ-ਮੇਲ customer.services@gravesham.gov.uk

Turkish

Bu bilgilere farklı bir dilde ve farklı bir formatta ihtiyacınız var mı?
Müşteri Hizmetlerini arayınız:
Telefon: 01474 33 70 00
Faks: 01474 33 76 80
Minicom (noktalı telefon): 01474 33 76 17
e.posta: customer.services@gravesham.gov.uk

Lithuanian

Ar Jums reikalinga informacija kita kalba ir kitu formatu?
Susisiekiite su klientų aptarnavimo tarnyba telefonu 01474 33 70 00; faksu 01474 33 76 80,
minikomū 01474 33 76 17 arba elektroniniu paštu: customer.services@gravesham.gov.uk

Polish

Potrzebujesz informacji w innym języku lub formacie?
Prosimy o kontakt z działem obsługi klienta; tel. 01474 33 70 00,
fax: 01474 33 76 80, tel. tekstowy: 01474 33 76 17,
e-mail: customer.services@gravesham.gov.uk

Slovak

Potrebujeťe tieto informácie v inom jazyku alebo formáte?
Kontaktujte oddelenie služieb zákazníkom na telefónnom čísle 01474 33 70 00;
faxom 01474 33 76 80; minicom 01474 33 76 17, alebo emailom na
customer.services@gravesham.gov.uk

Hindi

क्या आपको यह जानकारी अन्य भाषा अथवा फॉर्मेट में चाहिए?
कस्टमर सर्विस से सम्पर्क करें : फोन 01474 33 70 00, फैक्स 01474 33 76 80,
मिनीकॉम 01474 33 76 17 अथवा ई-मेल customer.services@gravesham.gov.uk